

A G E N D A

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



METRO

MEETING: METRO COUNCIL REGULAR MEETING  
DATE: July 20, 1995  
DAY: Thursday  
TIME: 2:00 p.m.  
PLACE: Council Chamber

\*\*\*\*\* REVISED AGENDA; Item No. 5.2 has been added\*\*\*\*\*

Approx. Time *		Presenter
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 July 13, 1995 Metro Council Meeting.	
	5. RESOLUTIONS	
2:20 PM (5 Min.)	5.1 Resolution No. 95-2173, For the Purpose of Authorizing Exemption from Competitive Bidding Pursuant to Metro Code 2.04.041 to Allow Competitive Proposal Process and for Authorization to Issue the Request for Proposals for Parking Management Services for the Metro Parking Garage.	Morissette
2:25 PM (5 Min.)	5.2 Resolution No. 95-2186, For the Purpose of Accepting the May 16, 1995 Special Election Abstract of Votes for Metro.	McFarland
2:30 PM (10 Min.)	6. COUNCILOR COMMUNICATIONS	
2:40 PM	ADJOURN	

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.

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2:35 PM	<b>ADJOURN</b>	

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**AGENDA ITEM 4.1**  
**Meeting Date: July 20, 1995**

**Consent Agenda**

**Minutes for the July 13, 1995 Metro Council for consideration and adoption.**

# MINUTES OF METRO COUNCIL REGULAR MEETING

Council Chamber

July 13, 1995

Councilors Present: Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

Presiding Officer McFarland called the July 13, 1995 Metro Council Regular Meeting to order at 2:09 p.m.

## 1. INTRODUCTIONS

None.

## 2. CITIZEN COMMUNICATIONS

None.

## 3. EXECUTIVE OFFICER COMMUNICATIONS

None.

## 4. CONSENT AGENDA

### 4.1. Consideration of Minutes for July 6, 1995 Metro Council Meeting.

### 4.2. Resolution No. 95-2178. For the Purpose of Authorizing an Exemption to the Requirement of Competitive Bidding and Authorizing Issuance of a Request for Proposals to Procure Office Supplies

**Motion:** Councilor Monroe moved to adopt the Consent Agenda. Councilor Washington seconded the motion.

**Vote:** Councilors Kvistad, McCaig, McLain, Monroe, Morissette, Washington and McFarland voted aye.

The vote was unanimous and the motion passed.

## 5. INFORMATIONAL ITEMS

### 5.1. Presentation and Slide Show Regarding Anticipated Oregon Convention Center Expansion

Councilor Washington introduced Jeffrey Blosser, Director of the Oregon Convention Center, and Pam Erickson, Project Manager.

Mr. Blosser gave a slide show presentation regarding the Oregon Convention Center (OCC) expansion project.

A hard copy of this show has been placed in the permanent meeting record.

In response to Councilor Monroe, Mr. Blosser indicated he would see to a correction in the diagrams to reflect the name Martin Luther King Blvd. rather than Union Ave.

Councilor Washington asked that the feasibility study include looking at putting the Convention Center hotel on top of the existing OCC.

Mitzi Scott, MERC Commissioner, addressed the Council saying the OCC was part of a package of facilities and that its health and well being affected the health and well being of the other interconnected facilities.

In response to Councilor Kvistad, Mr. Blosser said the expansion costs were currently estimated at approximately \$60 to \$70 million. Mr. Blosser added that the addition of the Expo Center to the package of facilities was having a positive result, contributing to flexibility through the ability to move business from one facility to the other as needed.

In response to Councilor Monroe, Mr. Blosser acknowledged the Expo Center was in need of improvements for which costs were projected at approximately \$4 to \$6 million with the added burden of having to shut down the facility during the construction period. He added that under review was the possibility of increasing the bond if it was determined the public would be supportive.

Councilor McCaig said the question that arose was one of priorities, that is what projects were where on the list with the OCC being one of those priorities.

Mr. Blosser acknowledged the Metro Council's need to strategically plan for the projects in front of it, and said as the OCC manager it was his intent to place the OCC need before the Council as well.

The Council and Staff discussed the matter further.

Ms. Erickson cautioned against the possibility of loss should the expansion be postponed.

Councilor McCaig pointed out that the OCC was authorized to expend \$200,000 for the feasibility study with another \$200,000 in Contingency subject to Council approval for further expenditure.

## 6. COUNCILOR COMMUNICATIONS

Presiding Officer McFarland commented on the tour that several members of the Council took the previous day with new Council Analyst, Jaye Harris to the Metro Washington Park Zoo. Councilor Washington commented it was an opportunity to view the work on the new Zoo entrance.

Councilor McLain commented on the Metro Policy Advisory Committee work on RUGGO's at its meeting July 18, 1995.

Councilor Morissette read comments into the record regarding passage of House Bill 2709. This document has been made part of the permanent meeting record. He advocated that as Council directed Staff, it be done in such a way to move as quickly as possible in a pro-active fashion, keeping regional partners fully informed. Councilor Monroe suggested further information be made available regarding the matter.

Councilor McLain indicated a memorandum from Legal Counsel on HB3605 would be made available to the Council.

There being no further business, Presiding Office McFarland adjourned the meeting at 3:05 p.m.

Respectfully submitted,

Marilyn Geary-Symons  
Council Assistant

**AGENDA ITEM 5.1**  
**Meeting Date: July 20, 1995**

**Resolution No. 95-2173**

**For the Purpose of Authorizing Exemption from Competitive Bidding Pursuant to Metro Code 2.04.041 to Allow Competitive Proposal Process and for Authorization to Issue the Request for Proposals for Parking Management Services for the Metro Parking Garage.**

## **REGIONAL FACILITIES COMMITTEE REPORT**

**CONSIDERATION OF RESOLUTION NO. 95-2173, FOR THE PURPOSE OF AUTHORIZING EXEMPTION FROM COMPETITIVE BIDDING PURSUANT TO METRO CODE 2.04.041 TO ALLOW COMPETITIVE PROPOSAL PROCESS AND FOR AUTHORIZATION TO ISSUE THE REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT SERVICES FOR THE METRO PARKING GARAGE**

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**Date:** July 11, 1995

**Presented by:** Councilor Morissette

**COMMITTEE RECOMMENDATION:** At its July 11 meeting, the Committee voted unanimously (3-0) to recommend Council adoption of Resolution No. 95-2173. Voting in favor: Councilors McCaig, Morissette and Washington.

**COMMITTEE ISSUES/DISCUSSION:** Doug Butler, Director of Administrative Services, presented the staff report. He stated that Metro's parking facilities require an operator who can manage a multifaceted service operation and provide quality service while maximizing revenues and minimizing expenses. Mr. Butler noted that the request for proposals process is more appropriate because it allows Metro to expand its selection criteria to include factors in addition to cost.

Councilor Morissette noted that we should market Metro's parking facilities as a supplement to the parking lot at the Oregon Convention Center and explore what we can do without entering long-term commitments that hamper our flexibility. Mr. Butler responded that while we can always be more aggressive, we are doing things, such as providing signage, to direct people to our parking facilities. He noted that last fiscal year Metro parking facilities generated \$57,000 in revenues from event and daily parking fees. Councilor Washington asked if Metro as a regional government can undercut the parking fees charged at other facilities. Mr. Butler responded that yes it could, but that could start a price war.

## Staff Report

### CONSIDERATION OF RESOLUTION NO. 95-2173 AUTHORIZING EXEMPTION FROM COMPETITIVE BIDDING PURSUANT TO METRO CODE 2.04.041 TO ALLOW COMPETITIVE PROPOSAL PROCESS AND FOR AUTHORIZATION TO ISSUE THE REQUEST FOR PROPOSALS FOR PARKING MANAGEMENT SERVICES FOR THE METRO PARKING GARAGE

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Date: June 21, 1995

Presented by: Berit Stevenson

#### Factual Background and Analysis

The Metro Grand and Irving Garage has been managed by an independent garage operator since it was purchased by Metro in December 1991. The current contract with City Center Parking terminates on September 30, 1995. Metro staff have prepared the attached Request for Proposals (RFP) for Parking Management Services for the Garage. The resulting contract would have a three year term and would maintain similar operations (monthly contract parking and event parking supporting the Oregon Convention Center). The RFP encourages proposers to propose an operations plan which will increase revenues and/or decrease expenses.

The decision to use a RFP versus a RFB approach is based on the recognition that parking management is a multi-faceted service operation and is consistent with the process which was employed most recently to select the current operator. The criteria in addition to cost which will be considered are (1) general approach/qualifications, (2) experience with similar operations, (3) experience and training of personnel, and (4) financial management. The competitive proposal process employed will include the advertisement of the RFP in local trade journals and minority newspapers. A selection committee will evaluate the proposals received to determine the one which best meets the evaluation criteria.

The Metro code at Section 2.04.033 (a) (1) requires prior approval for execution of a multi-year contract and, at Section 2.04.041, requires exemption from the competitive RFB process by the Contract Review Board.

#### Budget Impact

The FY 1995-96 approved budget indicates projected revenues from the Parking Garage of \$153,398.00 and \$26,976.00 of expenses which would be covered by this contract.

#### Recommendation

Metro staff recommend issuance of the attached RFP for Parking Management Services for the Metro Parking Garage.



BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 95-2173  
EXEMPTION FROM COMPETITIVE )  
BIDDING PURSUANT TO METRO CODE )  
2.04.041 TO ALLOW COMPETITIVE )  
PROPOSAL PROCESS AND FOR )  
AUTHORIZATION TO ISSUE THE ) Introduced by  
REQUEST FOR PROPOSALS FOR ) Regional Facilities Committee  
PARKING MANAGEMENT SERVICES FOR )  
THE METRO PARKING GARAGE )

WHEREAS, Metro staff have prepared the Request for Proposals (RFP) for Parking Management Services for the adjacent Metro Garage which is attached as Exhibit A and would result in a three year contract; and

WHEREAS, the RFP contains four evaluation criteria which are (a) cost; (b) general approach/qualifications; (c) experience with similar successful operations; (d) experience and training of personnel; (e) and financial management; and

WHEREAS, Metro code 2.041.041 (b) requires exemption from competitive bidding to procure such services using the RFP method thereby allowing selection based on other factors besides cost only; and

WHEREAS, it has been determined that parking management is a multi-faceted service operation and that the consideration of other criteria in addition to cost is appropriate;

NOW, THEREFORE BE IT RESOLVED, that the Metro Contract Review Board take the following action:

1. Exempts the RFP for Parking Management Services for the Metro Garage from competitive bidding requirements.
2. Authorizes the issuance of the attached RFP for Parking Management Services for the Metro Parking Garage, attached as Exhibit A.
3. Authorizes the Metro Executive Officer to enter into a three year contract with the selected contractor which is not materially altered from the RFP.

ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of July 1995.

\_\_\_\_\_  
Ruth J. McFarland  
Presiding Officer

**REQUEST FOR PROPOSALS**  
for  
**PARKING MANAGEMENT SERVICES**  
for the  
**METRO GRAND and IRVING PARKING GARAGE**

**INTRODUCTION**

Metro, the regional government, is soliciting written proposals from qualified operators to provide Parking Management Services for the Metro Grand and Irving Parking Garage (Metro Garage). The tasks necessary to perform the work are described in the section titled Scope of Work. Any questions concerning this Request for Proposals (RFP) should be addressed to Jane Phillis, Administrative Services Department.

**GENERAL PROPOSAL INFORMATION**

Proposals will be received at the offices of Metro, Administrative Services Department, 600 Northeast Grand Avenue, Portland, Oregon 97232, to the attention of Ms. Jane Phillis, until 5:00 p.m. PDT, August 21, 1995. Proposals should be delivered to the Administrative Services Department clearly marked "Proposal - Parking Management - Metro Grand and Irving Parking Garage. Each proposal must be submitted in the format described in this Request for Proposals.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposers request exception from disclosure consistent with Oregon law.

Metro and its Contractors will not discriminate against any person based on race, color, national origin, sex, sexual orientation, age, religion, physical disability, political affiliation or marital status.

**PROPOSAL INSTRUCTIONS**

1. Deadline and Submission of Proposals

Six copies of the Proposal shall be furnished to Metro addressed to:

Metro Administrative Services Department  
600 Northeast Grand Avenue  
Portland, OR 97232  
ATTN.: Jane Phillis

and clearly marked "Proposal - Parking Management - Metro Grand and Irving Parking Garage."

Proposals will be returned and not considered if received after 5:00 p.m. PDT, August 21, 1995. Postmarks are not acceptable.

Proposers may withdrawal their Proposal in person, or by written or telegraphic request prior to the scheduled closing time for submitting Proposals.

2. Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which the Proposals are to be based. Any information which is not addressed in this Request for Proposals will not be considered by Metro in evaluating the Proposal. All questions relating to the Request for Proposals should be addressed to Jane Phillis, Administrative Services. Any questions which in the opinion of Metro warrant a written reply or Request for Proposals amendment will be furnished to all parties receiving this Request for Proposals. Metro will not respond to questions received after 5:00 p.m., August 14, 1995.

3. Site Conditions

Proposers should determine for themselves all conditions and circumstances affecting management and operation of the Metro Garage and its cost by personal examination of the site, and by such other means as they may choose.

4. Selection Committee

Metro will appoint a Selection Committee to review the Proposals received and, if interviews are deemed by the Selection Committee to be necessary, to interview Proposers. The Selection Committee will make a recommendation to the Metro Executive Officer regarding their selection at the conclusion of their deliberations. If interviews are deemed necessary, they will be scheduled at the Selection Committee's discretion.

5. Award of Contract

Metro intends to award the Contract to the Proposer which, after considering the recommendation of the Selection Committee, Metro finds best fits the needs of Metro to provide Parking Management Services in accordance with the requirements set out in this Request for Proposals.

## PROPOSAL CONTENTS

The proposal should contain not more than twenty (20) pages of written material (excluding resumes and brochures which may be included in an appendix), describing the ability of the Proposer to perform the work requested. Contents of the proposal should be as follows:

1. Transmittal Letter

Indicate name, address of Proposer, date established, and brief description of Proposer's background and relevant experience. Also indicate receipt of any addendum and that the Proposal is valid for sixty (60) days.

2. Statement of Approach/Qualifications

Give a written explanation of your understanding of the effort needed to perform the requirements of the Contract, and why you should be considered to be the most qualified Proposer. Describe your overall proposal for managing the operations at the Metro Garage.

3. Experience

List the persons, firms and/or agencies with whom you currently have arrangements or agreements for the operation of public parking facilities. Include a list of locations, type and size of public parking facilities you currently operate. Describe the experience, training and credentials of the staff who would be assigned to perform the work for Metro. Resumes of individuals proposed to perform services of this contract may be attached.

4. Statement of Financial Management

Describe your methods for collecting, controlling and accounting for revenues and expenses.

5. Budget/Cost

Submit a proposed budget covering the first year of operations. The budget should include projected revenues broken out by type, reimbursable expenses and proposed contract compensation to be paid to Proposer by Metro for providing parking management services as specified herein. Proposer may propose either a lump sum fee for services rendered or a combination of lump sum fee and a percentage of gross revenues.

6. Exceptions and Comments

To facilitate evaluation of Proposals, Metro wishes that all Proposers adhere to the format outlined in this RFP. Proposers wishing to take exception to, or comment on any specified criteria within this RFP, including the Personal Services Agreement, are encouraged to document their concerns in this part of the Proposal. Exceptions or comments should be succinct, thorough and organized.

## GENERAL PROPOSAL AND CONTRACT CONDITIONS

### 1. Limitation and Award

This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Metro reserves the right to accept any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this Request for Proposals.

### 2. Contract Type

Metro intends to award a three-year Contract with the selected firm. A copy of the standard agreement form which the successful operator will be required to execute is attached as Attachment A. Any qualifications or concerns with this Contract should be raised at the time of proposal submittal.

### 3. Validity Period and Authority

The Proposal shall be considered valid for a period of 60 days and shall contain a statement to that effect. The Proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind the proposing firm during the period in which Metro is evaluating the Proposal.

### 4. Conflict of Interest

A Proposer submitting a Proposal thereby certifies that no officer, agent, or employee of Metro has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

### 5. Appeals

Appeals of the award of the Contract should be addressed to the Metro Contracts Administrator, Risk and Contracts Division, 600 NE Grand Avenue, Portland, Oregon 97232. Appeals shall be submitted in writing within five working days of the postmarked Notice of Award or disqualification. Appeals must describe the specific citation of law, rule, regulation, or practice upon which protest is based. The judgment used in the evaluation by individual members of the Selection Committee is not grounds for appeal.

## EVALUATION OF PROPOSALS

### 1. Evaluation Procedure

Proposals received that conform to the requirements of this RFP will be evaluated. The evaluation will be based on the evaluation criteria identified in the following section, and performed by a Selection Committee appointed by Metro. After review of the written proposals, the Selection Committee may determine, at their sole discretion, to conduct interviews with one or more of the Proposers. In addition, the Selection Committee may request clarifying information of any Proposer during the evaluation process.

2. Evaluation Criteria

The Proposals submitted will be evaluated using the following evaluation criteria and point system:

A.	Experience with similar successful parking operations	10	points
B.	Experience and training of personnel	10	points
C.	Approach/Qualifications	20	points
D.	Financial Management	20	points
E.	Fee proposal	<u>40</u>	points
	Total Possible Points	100	

**SCHEDULE**

The following schedule has been established for this RFP:

RFP issued	July 24, 1995
Proposals due	August 21, 1995
Contractor selected	September 11, 1995
Contract executed	September 29, 1995
Contract commencement	October 1, 1995

**EXISTING CONDITIONS**

1. General

The following Section describes the current operational and management situation of the Metro Garage. Proposers should review such existing conditions and are encouraged to submit proposals which, in Proposer's opinion, sustain or improve upon such existing conditions.

2. Facility Overview

The Metro Garage is a four level structure which contains approximately 486 parking stalls, including seven (7) ADA spaces. The lower two levels are not interconnected and have single (but separate) access points located along Irving Street. The upper two levels are interconnected and have a shared single access point along 7th Avenue. There are no booths or gates currently in use. A slot box has been located at the access point on the second level. An automated ticket dispenser, which accepts both coins and credit cards, has

recently replaced the slot box. This equipment issues a receipt upon payment and is under lease through September 1995.

During 1993, the Metro Garage underwent major renovation which included new interior lighting, railings, permanent signage, seismic upgrades, exterior painting, refurbishing of the elevator and re-surfacing of the upper deck.

3. Daily Operations

Currently, daily operations are unattended and consist primarily of monthly contract parking, daily parking, and Metro visitors parking. The number of monthly contract parkers averages 200 per month which includes approximately 150 State of Oregon employees who park on the two upper levels. The State of Oregon employees park in accordance with an existing long term contractual agreement.

Daily parkers are accommodated in two manners. First, daily parkers using the automated ticket dispensing machine pay \$3.00 per day and self park on the second level. In addition, daily parkers enter the Metro building and purchase a daily parking ticket at a fee of \$3.00 per day at the main reception station. This ticket must be displayed in the parker's vehicle. This method is most often utilized by Metro employees and long-term Metro visitors who park on the first level of the garage.

Lastly, Metro purchases 30 parking spaces located on the first floor for Metro visitors use. These spaces are clearly marked and are available for a maximum stay of 4 hours.

4. Event Parking

In addition to daily operations, the Metro Garage is utilized for event parking primarily during the evening hours and on weekends. Event parking occurs typically as overflow parking from the nearby Oregon Convention Center; the Rose Festival also has generated some event parking demand. Currently, attendants are assigned to the garage who collect the parking fee (typically \$3.00) as patrons enter. Flaggers and temporary signage are also situated at certain strategic locations to attract and direct parkers to the garage.

5. Past Performance

From March 1994 through March 1995, the following approximate gross revenues were generated by the Metro Garage:

Monthly contract parking	\$181,800
Daily parking	6,000
Slot/Dispenser	21,400
Event	<u>28,500</u>
Total	\$237,700

## 6. Management

Metro's current contract requires the operator to manage both the daily operations and the event parking activities at the Metro Garage. The contractor receives a fixed monthly fee for such services and is reimbursed at cost for all other authorized expenses incurred. These reimbursed expenses typically are labor for event attendants, uniforms, temporary signage, office supplies, postage, equipment (slot box) rental and sweeping. Metro directly provides and pays for utilities, security, facility maintenance and upkeep, capital improvements and capital equipment.

Auditing for unauthorized parking is currently a shared responsibility. The contractor is responsible for the upper three levels where the majority of the monthly parkers are located and the ticket dispensing machine is in operation. Metro patrols the first level where the Metro visitor spaces are located and where Metro employees frequently park.

Security is currently provided by Metro. Random foot patrols by uniformed security personnel occur from 7:00 a.m. to 6:00 p.m., Monday through Friday. Car patrols in marked security vehicles occur randomly during the evening hours and on weekends. During large events, when significant activity is expected, additional patrols are added as required. Proposers should assume that, at a minimum, this level of security will continue to be provided by Metro.

## 7. Financial Management and Reporting

Currently, contractor makes deposits directly to a Metro account within 24 hours of receipt of parking fee funds. Contractor also faxes to Metro deposit slips evidencing such deposits within 24 hours of deposit.

A monthly report is prepared and submitted by contractor which indicates activity of the preceding month. The report indicates gross revenues broken down by category (event, daily, etc.), reimbursable expenses and a list of all monthly contract parkers. An invoice is included which requests payment of the fixed monthly fee and the reimbursable expenses.

## SCOPE OF WORK

### 1. General

Contractor will have primary responsibility for the operations of the Metro Garage. The Contractor will develop operating procedures and other policies necessary to efficiently and effectively operate the Metro Garage. All procedures and policies are subject to Metro's approval. Contractor will meet with Metro's contract manager at least once a quarter to discuss the Metro Garage operations, the upcoming schedule for event parking and any other relevant topics. The Contractor shall note problems and opportunities for improvement and shall make those known to Metro's contract manager.



Contractor will manage, staff, maintain and operate the Metro Garage. This includes the collecting, depositing, and accurately accounting for the appropriate daily, monthly and event parking fees due to Metro, implementing revenue control systems as appropriate, and performing any other operational and customer tasks as necessary and specified.

2. Staff

Any on-site staff provided by Contractor shall maintain the highest degree and standard of courtesy and shall be pleasant, polite and helpful to customers and the public at all times. Staff shall be appropriately uniformed during all hours of operation. Training of staff is the responsibility of Contractor and shall be accomplished prior to performing duties at the Metro Garage. On-site staff shall expedite parking of vehicles in an orderly fashion, shall receive and account for parking fees from users, make changes as appropriate, issue parking receipts and perform all other tasks necessary to maintain an efficient and effective parking operation.

3. Security

Contractor shall coordinate with Metro's contract manager to establish the level and specific type of security measures to be provided by Contractor.

4. Janitorial and General Cleaning

Contractor shall be responsible for the janitorial requirements and general cleaning of the Metro Garage. At a minimum, trash pickup shall occur weekly and sweeping shall occur monthly. Restriping will occur as directed by Metro's contract manager.

5. Maintenance of Records

Contractor shall maintain in its local office the books, ledgers, journals, accounts and records wherein are kept all entries reflecting the gross revenues received and the expenses incurred from the operation of the Metro Garage. All such books and records shall be the property of Metro and shall be open for examination or audit by Metro or its designee during normal business hours.

6. Monthly Report

Contractor is required to submit a monthly report which details parking activities for the preceding month. The report shall, at a minimum contain relevant financial information, including gross revenues received, expenses incurred and occupancy report and security/incident (as required) report.

7. Insurance

In addition to the Insurance requirements of paragraph 4 of the Personal Services Agreement, Contractor shall maintain garage keepers legal liability with a deductible of \$500 per occurrence.

8. Gross Revenue

Gross revenue is defined as all revenue received by Contractor from parking fees, charges or any other service or Metro-approved activities performed in conjunction with the operation of the Metro Garage and is the property of Metro. Contractor shall, in a timely manner, account for and remit to Metro gross revenues on a monthly basis.

9. Metro's Obligations

- 9.1 Metro will pay directly certain expenses associated with the parking operations. Those expense are for electricity, water and sewage service, grounds maintenance (landscaping), elevator permit fee, any ad valorem taxes levied against the Metro Garage or any of the personal property owned by Metro and used in conjunction with the operations of the Metro Garage, as well as any special assessments levied against the Metro Garage for special improvements of special services. In addition, Metro will directly provide and pay for capital improvements through separate contracts which are deemed necessary and appropriate by Metro. For the purposes of this paragraph, capital improvements are defined as permanent signage, parking control devices such as gates, booths, barriers, ticket dispensers, coin boxes, and improvements to the structure such as elevators, railings and lighting.
- 9.2 Metro will separately provide and pay for general repair and upkeep of the Metro Garage as Metro deems necessary to maintain the facility in good condition.
- 9.3 Metro will reimburse Contractor monthly for the actual cost of expenses directly attributable to operations of the Metro Garage. For the purposes of this Contract, reimbursable expenses include nonsupervisory labor (including all payroll taxes and benefits), temporary help, postage and delivery fees, printing and copying, supplies, parking lot sweeping, janitorial and restriping, temporary signage and security.
- 9.4 Metro will compensate Contractor for parking management services rendered on a monthly basis upon submission of a satisfactory invoice detailing such compensation due. Such invoice may also request payment of authorized reimbursable expenses.

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ METRO  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ACCEPTING ) RESOLUTION NO. 95-2186  
THE MAY 16, 1995 SPECIAL )  
ELECTION ABSTRACT OF VOTES ) Introduced by Presiding  
FOR METRO ) Officer Ruth McFarland

WHEREAS, A special mail election was held in the Metro area on May 18, 1995; and

WHEREAS, Ballot Measure No. 26-26, Bonds to Preserve Open Space, Parks; Protect Streams, Fish, Wildlife appeared on the special election ballot; and

WHEREAS, ORS Ch. 255.295 requires that Metro shall determine the result of the election upon receipt of the abstract of votes; now, therefore,

BE IT RESOLVED,

1. That the Metro Council has received the abstract of the votes of the May 16, 1995, Special Election attached hereto as Exhibit A.

2. That the voters of the Metro area have approved Ballot Measure No. 26-26.

ADOPTED by the Metro Council this \_\_\_\_\_ of July, 1995.

J. Ruth McFarland, Presiding Officer

004		METRO MEASURE NO.26-26			SPECIAL ELECTION, MAY 16, 1995		BONDS TO PRESERVE OPEN SPACE, PARKS: PROTECT STREAMS, FISH, WILDLIFE	
		REGISTRATION	BALLOTS CAST	TURNOUT	METRO BONDS 26-26 PRESERVE OPEN SPACE BLANK	OVER-VOTES	BONDS 26-26 YES	BONDS 26-26 NO
PCT 0102	713	338	47.4	13	0	240	81	
PCT 0103	14	7	50.0	1	0	3	1	
PCT 0104	10	8	80.0	0	0	6	2	
PCT 0141	52	26	50.0	0	0	16	10	
PCT 0151	13	6	46.1	1	0	3	2	
PCT 0156	74	46	62.1	0	0	37	9	
PCT 0158	194	100	51.5	4	0	73	23	
PCT 0159	142	76	53.5	0	0	60	30	
PCT 0300	32	8	25.0	0	0	3	5	
PCT 0332	197	54	27.4	4	0	22	26	
PCT 0424	72	45	62.5	1	1	30	14	
PCT 0432	219	41	27.8	1	1	27	14	
PCT 0433	240	65	27.0	3	0	37	35	
PCT 0500	0	0	0.0	0	0	0	0	
PCT 0503	0	0	0.0	0	0	0	0	
PCT 0521	28	13	46.4	1	0	8	4	
PCT 0541	0	0	0.0	0	0	0	0	
PCT 0542	17	7	41.1	0	0	4	3	
PCT 0543	27	8	29.6	0	0	6	2	
PCT 0546	2	0	0.0	0	0	0	0	
PCT 0547	3	0	0.0	0	0	0	0	
PCT 0548	38	7	18.4	0	0	2	5	
PCT 0590	70	14	20.0	0	0	7	7	
PCT 0601	0	0	0.0	0	0	0	0	
PCT 0605	0	0	0.0	0	0	0	0	
PCT 1001	193	237	48.0	1	0	148	88	
PCT 1002	192	92	47.9	8	0	55	29	
PCT 1013	1301	627	48.2	21	0	536	68	
PCT 1017	715	428	59.8	14	0	379	35	
PCT 1019	1367	757	55.3	43	0	527	187	
PCT 1025	1027	376	36.8	9	2	328	39	
PCT 1028	973	244	25.1	10	0	204	30	
PCT 1031	1112	446	40.2	30	0	285	33	
PCT 1043	1104	400	36.2	24	0	336	40	
PCT 1045	260	165	63.4	6	0	111	48	
PCT 1049	1331	462	34.7	23	0	389	50	
PCT 1053	1011	269	26.6	13	1	37	37	
PCT 1101	533	330	61.9	16	0	288	66	
PCT 1103	450	404	90.0	18	0	132	66	
PCT 1117	465	227	48.8	0	0	185	66	
PCT 1118	1327	481	36.2	28	0	381	36	
PCT 1143	988	525	53.1	11	1	365	148	
PCT 1153	443	153	34.0	5	0	115	33	
PCT 1156	1396	742	53.1	39	0	526	177	
PCT 1160	669	345	51.5	23	0	254	68	
PCT 1164	422	232	54.9	9	1	152	70	
PCT 1170	1044	543	51.9	22	1	384	156	
PCT 1173	1351	814	59.8	20	0	553	241	
PCT 1177	669	234	34.9	5	0	204	25	
PCT 1179	530	252	48.6	3	0	211	38	
PCT 1183	1134	391	34.5	13	0	337	40	
PCT 1186	1361	801	58.9	24	1	595	181	
PCT 1189	1339	621	46.3	27	1	465	128	
PCT 1200	1445	717	49.6	31	0	504	182	
PCT 1205	1221	462	37.8	22	0	359	81	
PCT 1206	1316	570	43.3	15	1	443	111	
PCT 1211	782	408	51.5	15	0	285	102	
PCT 1213	879	316	35.9	13	0	245	58	
PCT 1215	1431	542	37.9	42	0	511	162	
PCT 1220	1310	542	41.3	27	0	374	141	
PCT 1223	1249	591	47.3	31	0	471	119	
PCT 1223	880	447	51.0	14	1	289	145	
PCT 1224	1378	777	56.5	26	0	528	183	
PCT 1225	961	478	49.7	26	0	437	155	
PCT 1226	1135	549	48.3	22	0	327	125	
PCT 1229	1060	517	48.7	22	1	356	133	
PCT 1230	1310	574	43.8	27	0	350	155	
PCT 1233	1298	633	48.7	20	0	457	157	
PCT 1233	1166	637	54.6	26	1	432	180	
PCT 1236	899	418	46.4	24	0	298	96	
PCT 1236	1109	426	38.4	19	0	298	109	
PCT 1240	721	418	56.6	16	0	293	101	

Certificate

I certify that the votes recorded on this abst  
correctly summarize the tally of votes cast at  
election indicated

Wicki K. Ervin, Director of Elections  
Multnomah County, Oregon

004	SPECIAL ELECTION, MAY 16, 1995													
	METRO MEASURE NO.26-26				BONDS TO PRESERVE OPEN SPACE, PARKS; PROTECT STREAMS, FISH, WILDLIFE									
	REGISTRATION	BALLOTS CAST	TURNOUT		METRO BONDS 26-26 PRESERVE OPEN SPACE BLANK	OVER-VOTES	BONDS 26-26 YES	BONDS 26-26 NO						
PCT 1244	1328	646	48.6		21	1	416	198						
PCT 1245	1426	632	44.3		26	2	432	173						
PCT 1246	792	417	52.6		16	0	388	113						
PCT 1248	1037	520	50.1		20	0	375	125						
PCT 1250	861	427	49.5		18	1	319	93						
PCT 1252	594	249	41.9		17	0	155	77						
PCT 1253	578	265	45.8		6	0	199	60						
PCT 1254	641	278	43.3		18	0	219	47						
PCT 1255	648	327	50.4		19	0	210	102						
PCT 1305	1025	302	29.4		13	1	251	37						
PCT 1308	752	266	35.3		12	0	204	50						
PCT 1313	1318	593	44.9		42	0	481	70						
PCT 1315	1145	646	56.4		41	0	457	148						
PCT 1320	482	127	26.3		4	0	109	14						
PCT 1400	1286	533	41.4		40	1	359	137						
PCT 1402	437	219	50.1		20	0	136	63						
PCT 1500	323	150	46.4		7	2	81	60						
PCT 1503	204	109	52.9		8	0	62	39						
PCT 1507	332	195	58.7		6	1	140	48						
PCT 1515	1004	556	55.3		36	0	372	148						
PCT 1546	1074	556	50.8		30	1	369	156						
PCT 2002	1059	372	35.1		21	0	213	138						
PCT 2005	1500	466	31.0		24	1	249	192						
PCT 2015	1445	581	40.2		24	1	369	187						
PCT 2018	1330	527	39.6		32	2	298	195						
PCT 2023	1340	468	34.9		18	1	282	167						
PCT 2026	1275	274	21.4		23	0	155	98						
PCT 2027	1162	393	33.8		21	1	236	135						
PCT 2029	1467	494	33.6		23	2	330	139						
PCT 2034	633	260	41.0		11	0	154	95						
PCT 2043	1299	488	37.5		23	0	306	159						
PCT 2049	1078	439	39.9		17	0	253	149						
PCT 2051	1318	627	47.5		28	0	389	214						
PCT 2061	1369	604	44.1		23	1	366	214						
PCT 2077	1344	619	46.0		33	1	364	221						
PCT 2083	510	152	29.8		10	0	92	50						
PCT 2086	1150	410	35.6		19	0	288	103						
PCT 2099	1466	283	19.3		16	1	188	78						
PCT 2100	1318	597	45.2		28	4	363	202						
PCT 2109	1447	461	31.8		18	0	300	143						
PCT 2114	1346	485	36.0		38	1	329	117						
PCT 2118	1395	441	31.6		25	2	261	153						
PCT 2139	1161	218	18.7		6	0	154	58						
PCT 2142	987	469	47.5		20	0	333	116						
PCT 2143	769	319	41.4		23	0	170	126						
PCT 2144	745	319	42.8		29	0	193	97						
PCT 2145	1001	378	37.7		15	1	220	142						
PCT 3000	977	391	40.0		24	0	219	148						
PCT 3001	1223	444	36.3		19	4	289	160						
PCT 3002	1309	452	34.5		25	1	255	171						
PCT 3004	1392	376	27.0		21	4	212	139						
PCT 3008	1226	399	32.5		10	1	237	151						
PCT 3021	1312	441	33.6		21	4	300	116						
PCT 3026	1287	282	21.9		18	4	189	71						
PCT 3027	1245	274	22.0		24	1	174	75						
PCT 3032	1272	409	32.1		17	2	204	106						
PCT 3039	993	293	29.5		17	0	197	79						
PCT 3042	1388	232	16.7		13	2	144	73						
PCT 3052	1230	567	46.0		28	0	360	179						
PCT 3058	1222	356	29.1		14	0	256	86						
PCT 3071	1068	211	19.7		9	1	149	52						
PCT 3073	1359	283	20.8		19	0	183	81						
PCT 3080	1202	631	52.4		18	3	460	150						
PCT 3086	1407	511	36.3		32	1	289	189						
PCT 3090	1006	494	49.1		20	0	336	138						
PCT 3097	1345	521	38.7		21	0	382	118						
PCT 3109	1352	713	52.7		25	4	548	138						
PCT 3113	1387	710	51.1		32	1	519	158						
PCT 3122	1100	525	47.7		20	0	388	117						
PCT 3126	709	345	48.6		15	0	238	92						
PCT 3128	1438	705	49.0		22	2	490	191						
PCT 3135	926	459	49.5		18	0	347	94						











METRO MEASURE 26-26 OPEN SPACE BOND MEASURE

A -- YES  
 B -- NO

pct code	A	B	over	under	total
0001	322	202	0	12	536
0002	342	192	0	9	543
0003	299	206	1	9	515
0005	207	135	0	8	350
0006	318	239	0	18	575
0007	421	413	1	24	859
0008	295	232	0	7	534
0009	136	129	1	9	275
0010	4	2	0	0	6
0031	119	62	0	14	195
0032	116	96	0	5	217
0033	347	248	0	16	611
0034	292	239	0	9	540
0037	82	90	0	2	174
0038	204	170	0	7	381
0039	230	152	0	13	395
0051	336	184	1	20	541
0053	266	205	1	16	488
0054	242	171	0	12	425
0056	204	163	1	12	380
0057	280	227	0	12	519
0058	189	171	0	12	372
0060	343	213	0	21	577
0062	285	255	0	18	558
0063	295	186	0	15	496
0064	300	226	2	12	540
0090	0	0	0	0	0
0091	56	21	0	0	77
0092	20	19	0	2	41
0093	37	43	0	5	85
0094	4	2	0	0	6
0095	2	0	0	0	2
0096	419	254	1	14	688
0130	331	200	0	18	549
0131	325	255	1	11	592
0132	339	204	0	8	551
0133	301	135	0	7	443
0134	231	127	0	5	363
0135	326	171	0	9	506
0136	327	187	1	8	523
0137	7	2	0	0	9
0138	428	245	0	17	690
0139	369	180	0	7	556
0140	235	124	0	6	365
0151	460	179	0	21	660
0152	327	161	0	7	495
0153	367	133	0	13	513
0154	276	104	0	3	383
0155	437	237	2	32	708
0157	212	101	0	7	320
0158	434	136	0	9	579
0159	411	230	0	18	659
0160	413	185	0	15	613
0161	81	58	0	1	140
0162	365	164	0	12	541
0163	349	156	0	13	518
0164	374	188	1	8	571
0165	348	188	0	13	549
0166	412	196	0	16	624
0167	321	130	1	5	457
0168	114	49	0	3	166
0169	146	78	0	13	237
0170	0	2	0	0	2
0201	244	92	0	3	339
0202	281	166	0	12	459
0203	368	355	2	19	744
0204	262	366	0	9	637
0205	145	112	0	7	264
0206	191	136	0	4	331
0251	0	3	0	0	3
0252	321	234	0	15	570
0300	258	157	1	16	432
0301	215	78	0	4	297
0303	242	136	0	5	383
0304	228	103	0	8	339

CLACKAMAS COUNTY  
 SPECIAL ELECTION  
 MAY 16, 1995

METRO MEASURE 26-26 OPEN SPACE BOND MEASURE

A -- YES  
 B -- NO

pct code	A	B	over	under	total
0305	20	16	0	1	37
0306	15	7	0	1	23
0312	103	70	0	4	177
0313	240	98	0	7	345
0326	213	139	0	9	361
0327	286	255	0	17	558
0328	21	18	0	0	39
0390	126	150	0	5	281
0391	111	136	0	9	256
0393	181	173	0	5	359
0394	223	162	0	9	394
0401	145	135	1	6	287
0403	148	157	0	9	314
0405	192	195	0	10	397
0407	81	134	0	4	219
0411	331	215	0	18	564
0412	266	141	0	7	414
0413	204	104	0	4	312
0414	183	132	0	11	326
0422	45	27	0	0	72
0441	113	43	0	4	160
0442	259	162	0	4	425
0443	208	205	0	7	420
0444	234	200	0	9	443
0445	216	154	0	11	381
0451	213	70	1	10	294
0452	153	112	0	8	273
0453	248	184	0	6	438
0454	324	188	1	10	523
0456	57	58	0	4	119
0475	285	236	1	14	536
0478	217	182	0	7	406
0480	213	156	0	9	378
0481	241	155	0	9	405
0490	0	2	0	0	2
0491	80	61	0	2	143
0492	13	15	0	0	28
0503	262	208	1	21	492
0505	300	257	1	17	575
0506	155	139	0	4	298
0507	245	166	0	10	421
0521	259	154	0	15	428
0522	261	41	0	16	318
0523	149	29	0	8	186
0525	235	218	0	14	467
0526	263	259	1	12	535
0530	262	228	0	11	501
0531	270	214	0	21	505
0532	165	119	1	8	293
0533	252	158	0	15	425
0538	189	159	1	23	372
0549	196	148	0	10	354
0550	264	245	0	13	522
0551	238	187	0	12	437
0552	269	192	0	12	473
0553	104	77	0	3	184
0555	345	246	0	17	608
0560	221	220	0	15	456
0561	62	73	0	1	136
0562	23	18	0	1	42
0563	183	184	0	16	383
0568	50	49	0	2	101
0569	14	4	0	0	18
0587	35	34	0	2	71
TOTAL	30,312	20,263	27	1,289	51,891

\*\*\*\*\*  
 John Kauffman, County Clerk, certify the votes recorded on this abstract  
 correctly summarize the results of votes cast at the indicated election.  
 By: *John Kauffman* Date of Abstract: **MAY 17 1995**  
 \*\*\*\*\*

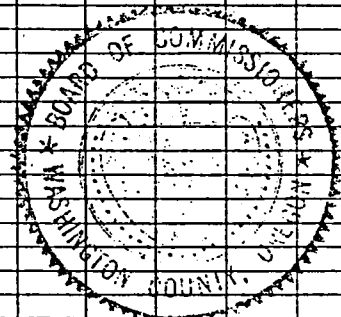
CERTIFIED COPY OF THE ORIGINAL  
 JOHN F. KAUFFMAN, COUNTY CLERK  
*John Kauffman*  
 6-5-95

\*\*\*\* OFFICIAL STATEMENT OF VOTES CAST AT THE  
#26-26 METRO OPEN SPACE GOB

MAY 16, 1995 SPECIAL ELECTION

Page Number 16.001.001

	REGI STERED VOTERS	TURN OUT	TURN OUT PERCENTAGE	# YES 26-26 METRO OPEN SPACE	# NO 26-26 METRO OPEN SPACE
001 TUALATIN HIGH SCHOOL	806	270	33.4%	104	134
002 SHERWOOD INT SCHOOL	400	153	38.2%	72	73
003 HOPKINS SCHOOL	464	177	38.1%	2	1
004 TUAL COUNCIL BLDG	1030	515	50.0%	299	198
005 K CITY TOWN HALL	1049	625	59.5%	356	241
006 TUAL ELEM SCHOOL	1035	356	34.3%	218	133
007 DURHAM SCHOOL	541	280	51.7%	169	105
008 TERRA LINDA SCH	831	393	47.2%	242	147
009 CHRIST KING LUTH	880	466	52.9%	243	213
010 KINNAMAN SCHOOL	878	319	36.3%	164	139
011 GRONER SCHOOL	603	202	33.4%	7	19
013 WITCH HAZEL SCH	416	181	43.5%	31	49
014 COOPER MTN SCH	986	403	40.8%	216	165
015 METZGER PK CLUB	1052	356	33.8%	207	139
016 MAISON ARMORY	1053	439	41.6%	245	184
017 SW BIBLE CHURCH	969	226	23.3%	151	63
018 TUAL ELEM SCHOOL	1134	450	39.6%	247	192
019 E HASSELL ELEM SCHOO	920	328	35.6%	205	118
020 ALOHA PARK ELEM SCHO	914	358	39.1%	186	165
021 MT VIEW MIDDLE SCH	1019	308	30.2%	166	138
022 BUTTERNUT CREEK	1122	395	35.2%	211	176
023 BUTTERNUT CREEK	1374	466	33.9%	239	215
024 HAZELBROOK MIDDLE SC	499	154	30.8%	101	52
025 K CITY TOWN CTR	798	562	70.4%	329	201
026 GARDEN HOME REC	881	405	45.9%	262	136
027 METZGER PK CLUB	838	342	40.8%	205	129
028 FOWLER MID SCHOOL	720	316	43.8%	181	123
029 EDWARD BYROM SCHOOL	1221	584	47.8%	296	270
030 C F TIGARD ELEM SCHO	1048	347	33.1%	213	125
031 TIGARD WATER DIST	1384	530	38.2%	311	207
032 C F TIGARD ELEM SCH	1228	572	46.5%	308	249
033 M WOODWARD ELEM SCHO	731	320	43.7%	179	135
034 J TEMPLETON SCH	1266	500	39.4%	325	152
035 PHIL LEWIS SCH	788	278	35.2%	167	106
036 GRACE COMM CHURCH	383	143	37.3%	76	63
037 HAZELDALE ELEM SCHO	1426	465	32.6%	235	216
038 KING CITY TOWN CTR	678	315	46.4%	152	89
039 PIPERS RUN COMM CTR	232	48	20.6%	24	23
040 THALITY MID SCH	1276	462	36.2%	280	175
041 SUMMERFLD CLUB HOUSE	1174	727	61.9%	382	294
042 CONESTOGA MIDDLE SCH	958	204	21.2%	145	56
043 ROYAL VILLA REC	535	229	42.8%	119	98
044 CENTRAL CHURCH	1318	435	33.0%	274	146
045 1ST UNITED METH	960	293	30.5%	189	85
046 OUR REDEEMER LUTH CH	782	276	35.2%	165	102
047 ST MARY VALLEY	710	212	29.8%	128	77
048 FIR GROVE SCH	1071	391	36.5%	226	158
049 HITEON ELEM SCH	931	320	34.3%	207	109
050 FIR GROVE SCH	1113	432	38.8%	233	180
051 VOSE SCHOOL	1250	509	40.7%	272	225
052 VOSE SCHOOL	906	310	34.2%	189	115
053 HIGHLAND PARK MIDDLE	1072	464	43.2%	272	182
054 ELSIE STUHR ADULT CE	1241	346	27.8%	207	126
055 GREENWAY SCH	1192	373	31.2%	233	130
056 CHEALEM SCH	1124	455	40.4%	323	123
058 MCKAY SCHOOL	1020	432	42.3%	287	139
059 ALOHA PK SCHOOL	1032	297	28.7%	143	145
060 CE MASON BLDG	1298	250	19.2%	181	63
061 HITEON SCH	1101	423	38.4%	237	167
062 GARDEN HM METH	427	222	51.9%	134	83







\*\*\*\* OFFICIAL STATEMENT OF VOTES CAST AT THE  
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	REG I S T E R E D  V O T E R S	T U R N O U T	T U R N O U T  P E R C E N T A G E	# 2 6 - 2 6  M E T R O  O P E N  S P A C E	# 2 6 - 2 6  M E T R O  O P E N  S P A C E
127 GALES CREEK SCH	726	286	39.3%	1	11
130 T MCCALL MID	113	53	46.9%	10	6
131 BETHLEHEM LUTHERAN C	952	358	37.6%	191	162
132 ALOHA CHRISTIAN CHUR	934	398	42.6%	226	156
133 ORENCO PRESB CH	360	160	44.4%	62	95
134 EVERGREEN JR HI	384	160	41.6%	2	1
138 TERRA LINDA SCH	620	263	42.4%	162	96
139 BETHANY SCHOOL	843	294	34.8%	183	106
140 ROCK CREEK SCH	1097	382	34.8%	223	148
144 T MCCALL MID	1233	550	44.6%	267	269
145 GREENWAY SCHOOL	1010	314	31.0%	199	107
146 BETHANY BAPT CH	1140	576	50.5%	324	235
147 ROCK CREEK SCH	783	356	45.4%	200	146
148 MOOBERRY SCHOOL	1349	618	45.8%	279	326
149 MOOBERRY SCHOOL	1122	403	35.9%	203	181
150 WV MCKINNEY SCH	1287	462	35.8%	217	235
151 HILLSBORO HIGH	1350	537	39.7%	281	236
152 GOLDEN RD BAPT CHURC	688	239	34.7%	115	112
153 LENOX SCHOOL	1194	429	35.9%	239	178
154 HILLSBORO HIGH	809	364	44.9%	188	166
155 WESTVIEW HIGH SCHOOL	920	340	36.9%	211	120
156 OAK HILLS SCH	563	186	33.0%	116	68
157 ORENCO PRESB CH	489	162	33.1%	91	66
158 BROWN JR HIGH	310	141	45.4%	65	72
159 OAK HILLS SCH	868	391	45.0%	240	139
160 SONRISE BAPT CH	198	82	41.4%	7	19
161 CONESTOGA MIDDLE SCH	1113	392	35.2%	222	165
163 HAZELDALE SCH	967	294	30.4%	142	144
165 CHRIST THE KING LUTH	728	393	53.9%	162	116
166 GRONER SCHOOL	261	96	36.7%	6	14
167 FARMINGTON VIEW	397	171	43.0%	5	4
168 LADD ACRES SCH	1091	374	34.2%	188	180
171 DAVID HILL SCH	187	65	34.7%	35	30
172 BEAVER ACRE SCH	714	226	31.6%	118	103
173 ST ALEXANDERS	161	87	54.0%	2	2
175 GOLDEN RD BAPT CHURC	818	280	34.2%	139	136
177 FG HIGH SCHOOL	147	70	47.6%	23	31
178 UNITED METH CH	650	223	34.3%	100	109
179 HITEON SCH	990	223	22.5%	136	79
180 SUMMERFLD CLUB	925	547	59.1%	288	244
181 TUAL VALLEY ACA	1195	473	39.5%	248	217
182 SW BIBLE CHURCH	710	101	14.2%	75	23
183 OUR REDEEMER LUTH CH	655	176	26.8%	115	59
184 HOPKINS SCHOOL	147	62	42.1%	16	40
185 NANCY RYLES SCHOOL	876	254	28.9%	148	103
186 ED BYROM ELEM SCHOOL	463	185	39.9%	86	97
187 INDIAN HLS SCH	821	226	27.5%	134	82
188 COOPER MT SCH	1225	468	38.2%	286	167
189 TUAL COUNCIL BLDG	1097	205	18.6%	136	56
190 GARDEN HOME REC	326	81	24.8%	68	12
191 MAISON ARMORY	74	15	20.2%	8	7
192 METZGER SCHOOL	800	221	27.6%	120	90
193 SW BIBLE CHURCH	496	151	30.4%	88	58
194 PHIL LEWIS SCH	837	245	29.2%	149	91
195 FRIENDS CHURCH	800	305	38.1%	181	112
196 O HILLS CHR REF CH	1043	393	37.6%	262	121
197 MONTCLAIR SCH	160	43	26.8%	38	5
198 RIDGEWOOD SCH	540	250	46.2%	148	97
199 CEDAR HILL SCH	1079	491	45.5%	311	160
200 MEADOW PARK MIDDLE	414	152	36.7%	96	53

\*\*\*\* OFFICIAL STATEMENT OF VOTES CAST AT THE  
#26-26 METRO OPEN SPACE GOB

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	REG- ISTERED VOTERS	TUR- NOUT	TUR- NOUT PER- CENTAGE	#YES 26- 26 METRO OPEN SPACE	#NO 26- 26 METRO OPEN SPACE
201 ECHO SHAW SCH	47	17	36.1%	0	2
202 CORN GRADE SCH	403	168	41.6%	39	66
204 WASH CO MUSEUM	783	293	37.4%	0	2
205 EVERGREEN JR HI	3	0	0.0%	0	0
206 W HENRY SCHOOL	491	192	39.1%	90	93
207 TUALATIN HIGH SCHOOL	5	1	20.0%	1	0
208 ROYAL VILLA REC	189	92	48.6%	52	35
209 RALEIGH HLS SCH	87	20	22.9%	17	2
210 ECHO SHAW SCH	1021	331	32.4%	117	172
211 MOUNTAIN VIEW MIDDLE	676	206	30.4%	122	75
212 HILLS SENIOR CENTER	779	280	35.9%	136	136
213 EDWARD BYROM SCHOOL	961	418	43.4%	232	181
214 E HASSELL SCH	1288	458	35.5%	273	173
215 C F TIGARD SCH	900	358	39.7%	177	169
216 1ST UNITED METH	433	117	27.0%	64	48
217 METZGER SCHOOL	40	6	15.0%	4	2
218 CHURCH OF NAZARENE	421	107	25.4%	71	34
219 FIVE OAKS MIDDLE	1163	303	26.0%	186	112
220 NANCY RYLES SCHOOL	750	209	27.8%	141	64
221 TRINITY EVAN CHURCH	741	256	34.5%	151	100
222 CHEHALEM SCHOOL	1119	375	33.5%	230	131
223 SHERWOOD INTERM	1141	457	40.0%	245	201
224 FOWLER MID SCH	722	239	33.1%	136	98
225 CHUR OF CHRIST	1380	540	39.1%	334	188
226 M WOODWARD ELEM SCHO	951	296	31.1%	178	112
227 LENOX SCHOOL	708	255	36.0%	141	108
228 W TUALATIN VIEW	737	322	43.6%	188	126
229 CHURCH OF NAZARENE	714	262	36.6%	150	107
230 REEDVILLE SCH	1192	360	30.2%	208	148
231 MCKINLEY SCHOOL	832	197	23.6%	147	43
232 FIVE OAKS MIDDLE	1206	373	30.9%	225	138
233 CEDAR HILLS REC BLDG	0	0	0.0%	0	0
234 LENOX SCHOOL	10	3	30.0%	2	1
235 TUALATIN HIGH SCHOOL	126	55	43.6%	23	32
236 W TUALATIN VIEW SCH	3	1	33.3%	1	0
238 TUAL COUNCIL BLDG	127	19	14.9%	13	5
239 CHRIST KING LUT	977	436	44.6%	269	148
240 ELDORADO VILLA	1161	603	51.9%	304	278
241 NANCY RYLES SCHOOL	324	123	37.9%	88	33
242 BETHANY SCHOOL	602	216	35.8%	142	69
243 BETHANY SCHOOL	833	244	29.2%	140	96
244 ST MARY VALLEY	1039	362	34.8%	204	138
245 WESTSIDE CHURCH	714	212	29.6%	132	78
246 WESTSIDE CHURCH	404	131	32.4%	69	61
247 HITEON ELEM SCH	630	205	32.5%	121	81
248 BEAVER ACRE SCH	949	277	29.1%	158	113
249 W TUALATIN VIEW	684	177	25.8%	121	48
250 FRIENDS CHURCH	660	304	46.0%	182	109
251 M WOODWARD ELEM SCHO	712	308	43.2%	165	133
252 KINNAMAN SCHOOL	581	191	32.8%	97	92
253 E HASSELL SCH	553	185	33.4%	101	82
254 JACKSON SCHOOL	696	311	44.6%	157	142
255 POYNTER JR HIGH	875	399	45.6%	195	191
256 SHERWOOD INTERM	667	255	38.2%	136	113
257 SHERWOOD INTERM	644	261	40.5%	134	122
258 BETH BAPT CHURCH	809	257	31.7%	152	102
259 GOLDEN RD BAPT CHURCH	826	277	33.5%	137	132
260 COOPER MT SCH	13	2	15.3%	0	2
261 BROOKWOOD SCH	39	18	41.0%	5	11
262 HAZELBROOK MIDDLE SC	38	22	57.8%	10	11

