

MERC Commission Meeting
April 22, 2009
12:30 PM
Brunish Hall
Portland Center for the Performing Arts
1111 SW Broadway



METROPOLITAN EXPOSITION RECREATION COMMISSION

MEETING: Metropolitan Exposition Recreation Commission
DATE: Wednesday, April 22, 2009
TIME: 12:30 PM
LOCATION: Portland Center for the Performing Arts
Brunish Hall
1111 SW Broadway, Portland, Oregon

AGENDA

CALL TO ORDER

1.0 QUORUM CONFIRMED

2.0 OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS

3.0 CONSENT AGENDA

3.1 Approval of March 25, 2009 Meeting Minutes

4.0 FINANCE AND ADMINISTRATION

4.1 Headquarters Hotel Update

D Woolson/C Twete

4.2 Columbia River Crossing Project/Expo Master Plan Update

Cheryl Twete

4.3 Arlene Schnitzer Concert Hall Renovation & Main Street Project Update

Robyn Williams

4.4 Resolution 09-03 Approving an Extension to the MERC Food and Beverage Management Services Contract

Jeff Blosser

4.5 Resolution 09-04 Approving the Ratification of a Collective Bargaining Agreement with the International Union of Operating Engineers, Local No. 701-1 (I. U. O. E.)

Joni Johnson

4.6 Resolution 09-05 Approving and Transmitting a Budget Amendment to the MERC Fund for FY 2008-09

Cynthia Hill

4.7 Talbot, Korvola & Warwick (TKW) Report Executive Summary

Kathy Taylor

4.8 FY 2009-10 Proposed MERC Budget - Update

K Taylor/C Hill

4.9 March 2009 Financial Report

Kathy Taylor

5.0 OREGON CONVENTION CENTER

5.1 Monthly Business Event Report

Jeff Blosser

5.2 MERC Food and Beverage Management Services RFP Update

Jeff Blosser

5.3 Solar Project RFP Update

Jeff Blosser

6.0 PORTLAND EXPOSITION CENTER

6.1 Monthly Business Event Report

Chris Bailey

7.0 PORTLAND CENTER FOR THE PERFORMING ARTS

7.1 Monthly Business Event Report

Robyn Williams

8.0 CHIEF EXECUTIVE OFFICER COMMUNICATION

8.1 General Updates

David Woolson

9.0 COMMISSIONER COMMUNICATION

ADJOURNMENT

Agenda items may not be considered in the order listed
For questions, call Lisa Brown at 503.274.6595

**Metropolitan Exposition Recreation Commission
Meeting Minutes**



March 25, 2009
Oregon Convention Center: Room B117-118

Present:	Don Trotter (Chair), Janice Marquis, Gary Reynolds, Elisa Dozono, Yvonne McClain, Ray Leary
Absent:	Gary Conkling
	The regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Trotter at the Oregon Convention Center at 12:30 p.m. Please note that agenda items for this meeting were presented by the chair out of agenda order.
1.0	<u>QUORUM CONFIRMED</u> <ul style="list-style-type: none"> • A quorum of Commissioners was present.
2.0	<u>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</u> <ul style="list-style-type: none"> • None.
3.0	<u>CONSENT AGENDA</u>
3.1	<ul style="list-style-type: none"> • Approval of February 25, 2009 Regular Meeting Minutes • A motion was made by Commissioner Reynolds and seconded by Commissioner Dozono that the Consent Agenda be approved as presented. <p style="margin-left: 40px;">VOTING: Aye: 6 Nay: 0 Motion passed</p>
4.0	<u>FINANCE AND ADMINISTRATION</u>
4.1	<p>Headquarters Hotel Update</p> <ul style="list-style-type: none"> • David Woolson gave an update on the Headquarters Hotel project. He noted that a five member sub-committee of the Mayor’s Headquarters Hotel Task Force met on March 24 to review the operating agreement and the pro forma for the project. He stated that the sub-committee will recommend adoption to the full task force. He noted that Metro legal has been working with City of Portland staff on the Visitor Development Initiative amendment. Cheryl Twete added that they are working closely with Metro, Portland Development Commission and the Mayor’s office to determine next steps for this project. • Commissioner Leary asked if this was a sub-committee recommendation. David Woolson answered that this was sub-committee recommendation. • Chair Trotter thanked David Woolson for his update.
4.2	<p>Columbia River Crossing Project/Expo Master Plan Update</p> <ul style="list-style-type: none"> • Cheryl Twete gave an update on the Columbia River Crossing Project and the Expo Master Plan. She noted that the stakeholders committee, Metro, Trimet, ODOT and the CRC group are working together to plan a design work session for mid April. The goal of this session is to decide on an alignment to recommend to CRC and the Project Sponsor Council. She added that strong progress has been made on this project over the past two months. • Chair Trotter thanked Cheryl Twete for her update.
4.3	<p>Arlene Schnitzer Concert Hall Renovation & Main Street Project Update</p> <ul style="list-style-type: none"> • Robyn Williams gave an update on the Arlene Schnitzer Concert Hall Renovation and the Main Street Project. She stated that the selection committee viewed presentations in January and made a preliminary selection of ELS Architects and will be bringing them back to the group for further discussions and to negotiate a contract. • Commissioner Leary asked about ELS’s field of specialty. Robyn Williams answered that

	<p>they are an architectural firm.</p> <ul style="list-style-type: none"> • Chair Trotter stated that he is looking forward to the upcoming positive changes for PCPA.
4.4	<p>Food and Beverage Management Service Contract Process Update</p> <ul style="list-style-type: none"> • Jeff Blosser gave an update on the Food and Beverage Management Service contract. He noted that MERC Staff intends to release the request for proposal (RFP) document the following week. He stated that he plans to return to the Commission in April with a proposed schedule for the contract process and to request a 90 day extension of the current contract with ARAMARK.
4.5	<p>First Opportunity Target Area Consultant Project Update</p> <ul style="list-style-type: none"> • Kathy Taylor presented an update on the First Opportunity Target Area consultant project. She stated MERC has finalized the scope of work for the project, and has submitted raw data to the project consultants. • Chair Trotter asked if they have an end date for the report to be presented to the Commission. Kathy Taylor answered that they do not yet have an end date. • Commissioner Leary asked if the report from the consultants will be a final report. Kathy Taylor answered that MERC has provided the consultants with raw data. She noted that their focus is to identify all of MERC's opportunities and how to best make those available to the targeted groups. Commissioner Leary asked if the consultants would be addressing demographic boundaries. Kathy Taylor answered that they will be addressing demographic boundaries. • Chair Trotter thanked Kathy Taylor for her update.
4.6	<p>FY 2009-10 Proposed MERC Budget - Update</p> <ul style="list-style-type: none"> • Kathy Taylor presented an updated on the fiscal year 2009-2010 proposed MERC budget. She said that MERC will be presenting its proposed budget to Metro Council on April 2. She noted that MERC is trying to forecast how the economy and the hotel tax revenue will impact the year end financials. She said that if needed, staff will return to the Commission at the May meeting for budget adjustments. • Commissioner Reynolds added that the greatest challenge for developing the budget was the variable of the Transient Lodging Tax (TLT) which greatly impacts MERC's budget. He noted that they intend to wait until May to finalize the budget, at which time they will have a considerably clearer picture of TLT revenues. • Chair Trotter asked that staff confirm the timeline of this process to ensure there will be enough time between the May meeting of the MERC Commission and the date for Metro's final decision on the MERC Budget. Cynthia Hill answered that staff will look into this to ensure there is enough time for the process to take place.
4.7	<p>February 2009 Financial Report</p> <ul style="list-style-type: none"> • Kathy Taylor gave the February 2009 financial report. She reviewed the schedule for monthly reporting as it relates to Commission meetings and month close. She suggested a few options for how to solve the challenge of timing in this regard. She stated that in February of 2009 the year-to-date net operating revenue is at a deficit of \$3.9 million. She added that operating revenue is down 4% compared to prior year and that operating expenses are slightly under budget. She noted that TLT is down approximately \$800k year-to-date from prior year. She noted that the food and beverage margin is down to 13.8% and that this is primarily due to a decline in the quality of booked business. She noted that MERC is currently not meeting its strategic fund goal of six months of operating expenses

for Expo, PCPA and Administration, three months of operating expenses for OCC and the debt service for Expo.

- Chris Bailey gave a summary of the steps that Expo is taking to deal with the economic downturn. He noted that though the number of events is similar to last year and the rent is up, Expo's biggest issue is reduced attendance at events which greatly impacts concessions and parking revenues. He noted that the text marketing program was launched at the end of 2008 and may help attendance numbers in the future. He noted that Expo is working to develop 10 new events, 7 of which are rather significant and could produce \$450k in event revenue.

- Jeff Blosser gave an update of how the Oregon Convention Center is faring during the economic downturn. He noted that there has been a considerable loss of corporate business during the fourth quarter. He added that ARAMARK has reduced staff to the bare minimum and that the Convention Center is allowing three empty positions to stay vacant. He noted that the Convention Center is trying to carefully manage its variable labor costs. Commissioner Marquis asked what types of penalties are levied for cancellations. Jeff Blosser answered that a portion of the rental cost is reclaimed as liquidated damages when an event cancels. Commissioner Reynolds asked for clarification on the trending of the personal services costs. Jeff Blosser answered that the increase in personal service costs can be largely attributed to the benefits provided to employees and the mandatory increases that are built into union contracts. Commissioner McClain asked which specific corporate groups had cancelled and what kind of notice they provided for their cancellation. Jeff Blosser answered by listing the cancelled events and the time frame in which they cancelled. Commissioner McClain asked if Travel Portland's contract is a set cost each month. Jeff Blosser answered that it varies from month to month but that there is a set annual fee. Commissioner McClain asked for clarification on the major changes in the goods and services category. Jeff Blosser answered that most of that change is due to utility costs. Commissioner Dozono asked if the assumptions made during the budget process regarding lost business are still solid. Jeff Blosser answered that those assumptions still stand. Commissioner Dozono asked if June is typically a bad month for the Convention Center. Jeff Blosser answered that it is typically a strong month for corporate business with both Nike and Intel in the building.

- Robyn Williams addressed the status of PCPA business. She noted that they are currently tracking with budget. She noted that total attendance is up 6% year-to-date. She noted that the food and beverage margin is down, and that the bulk of the revenue is from concessions and restaurant revenue. She said that PCPA has 13 contracted commercial shows for the upcoming season, up from eight in last year. Commissioner Dozono asked if any of the resident companies have asked to adjust their agreements with PCPA. Robyn Williams answered that PCPA staff have begun discussions with some resident companies on how they can be provided with some relief. Commissioner Dozono asked if there is concern about resident companies failing at this point. Robyn Williams answered that she would not want to speculate on this, but that she knows the situation is serious and that PCPA will do their best to help the resident companies be successful during these challenging times. Commissioner McClain asked what kinds of plans PCPA has made to make reductions to accommodate the potentially weak TLT revenue. Robyn Williams answered that they have already indicated areas in which they could scale back including deferring maintenance and training. She also noted that because most of their personal services costs are event related, they can efficiently scale back those costs if business weakens. Commissioner McClain expressed her concern about the TLT. Robyn Williams

	<p>noted that the cultural video project has been postponed because this is a difficult time to request funding for a new project.</p> <ul style="list-style-type: none"> • Commissioner Dozono asked about the ten percent average increase across MERC for personal services costs. Kathy Taylor answered that there was an aggregate increase from 182 to 192 full time employees. She noted that insurance costs had increased significantly from prior year. Cynthia Hill noted that there were three vacant positions at OCC that were filled, increasing their personal services costs. Commissioner Dozono stated that she is concerned about the upward trend in personal services. Kathy Taylor stated that she can do an analysis of the specific items that are driving the increase in personal service costs and will share that with the Commission. Kathy Taylor noted that the year-to-date expenditures for the Headquarter Hotel are above budget for the year due to the delay in the schedule. She also added that personal services are up approximately 28% in MERC Administration over the prior year due to part and full-year vacancies that have since been filled as well as new positions in the department. Commissioner McClain asked if staff is expecting additional legal fees for the Headquarter Hotel Project. Kathy Taylor answered that they are expecting additional legal fees as the negotiations continue.
5.0	<u>OREGON CONVENTION CENTER</u>
5.1	<p>Monthly Business Event Report</p> <p>Jeff Blosser stated that the solar panel project request for proposal should be distributed in the upcoming week. He stated that they are looking forward to the start of this process. Commissioner Dozono asked if there is any potential for federal stimulus funding for this project. Jeff Blosser answered that there will be no investment by MERC, but that whatever group takes on the project could potentially get Energy Trust funding. Commissioner Reynolds asked for a clarification on why the comparative numbers for prior year are not being provided with the monthly report. Staff replied that there is a program that needs to be written for EBMS to allow this data to be provided.</p>
6.0	<u>PORTLAND EXPOSITION CENTER</u>
6.1	<p>Monthly Business Event Report</p> <p>There was no additional discussion on this topic.</p>
6.2	<p>Resolution 09-02 for the Purpose of Approving a Communications Site Lease for Expo Center</p> <p>Chris Bailey presented Resolution 09-02 a copy of which is included as part of this meeting record. He summarized the process of negotiating an agreement with Clearwire to place small antennas on the western portion of the roof of Hall D. This agreement would provide \$1,500 a month to Expo Center with 3% increase in the rent each year, with the potential of a 30 year agreement. He noted that the lease would be advanced in April for approval by Metro Council. Commissioner Leary asked if there is any collateral impact to the Expo Center due to the broadcasting nature of the antennas. Chris Bailey answered that there is no collateral impact whatsoever. Commissioner Dozono asked if there was a clause included to restrict changes in design. Metro Assistant Attorney Ashley Hohimer, answered that one of the exhibits will include drawings of the specific descriptions of the products that are allowed under the agreement. Commissioner Dozono asked if the installation might be at risk if there were to be any change to the buildings at Expo Center. Chris Bailey answered that there have broad discussions on this topic and that all financial liability would be on the shoulders of Clearwire if the dishes need to moved for any reason. Commissioner Marquis asked if there was any penalty if the tenant holds over. Ashley Hohimer answered that there is not a specific penalty built in for hold over. Commissioner Marquis recommended</p>

	<p>considering adding a hold over penalty. Chair Trotter asked if the exhibits will be available for Commission review prior to this agreement being forwarded to Metro Council. Chris Bailey answered that these documents will be available for review.</p> <ul style="list-style-type: none"> • A motion was made by Commissioner Marquis and seconded by Commissioner Leary that Resolution 09-02 be approved as presented. <p>VOTING: Aye: 5 Nay: 0 Abstain: 1 (Dozono) Motion passed</p>
7.0	<u>PORTLAND CENTER FOR THE PERFORMING ARTS</u>
7.1	<p>Monthly Business Event Report</p> <ul style="list-style-type: none"> • Robyn Williams provided the monthly business event report for PCPA. She noted that attendance for February was up 17% over prior year due to Oregon Children’s Theater running 46 performances of “Click, Clack, Moo.” She added that the Schnitzer renovation architecture group selection will be returning to the Commission in the near future for their review.
8.0	<u>CHIEF EXECUTIVE OFFICER COMMUNICATION</u>
8.1	<p>General Updates</p> <ul style="list-style-type: none"> • David Woolson discussed the effort to reorganize MERC’s communication and business development efforts. He mentioned that this led to the hiring of Stephanie Soden as the Director of Communications and Strategic Development and of Cheryl Twete as the Director of Community and Business Development. He said that staff has been focusing on how to communicate as an entire entity. He mentioned an upcoming media training that is being prepared for managers. He mentioned that they are also looking forward to doing a similar training relating to business development. He also updated the Commission on the status of five current pieces of legislation that are of interest to MERC. Commissioner Leary asked who is impacted by Senate Bill 440. David Woolson answered that the League of Cities and League of Counties are the main supporters of the bill. Commissioner Leary asked for clarification on how Senate Bill 813 would function if passed. David Woolson answered that this bill would collect the income tax paid by hotel employees to be used as an additional bonding source. Robyn Williams reviewed the challenges that House Bill 2673 would pose to PCPA in regard to signage. David Woolson reviewed House Bill 2818 and the impact it would have on local car rental taxes. Commissioner Leary asked for clarification on the total percentage of tax if the bill were to pass. David Woolson answered that there would be a 40% total tax on car rentals in Multnomah County were the bill to pass. Commissioner Marquis asked for additional details on the upcoming staff media training. David Woolson answered that it will be a two session manager training with industry professionals to help prepare staff for interactions with the media. Commissioner Marquis mentioned that it might be a good idea to invite the advisory committees from the different to sit in on the sessions.
9.0	<p><u>COMMISSIONER COMMUNICATION</u></p> <ul style="list-style-type: none"> • Chair Trotter mentioned that will most likely be revisions to the ethics laws during the current legislative session that could impact MERC and Commissioners. He also mentioned the potential for changes to the urban renewal process. Commissioner Dozono asked if staff will be tracking the urban renewal changes. Cheryl Twete answered that staff will be tracking this bill.

ADJOURNMENT

There being no further business to come before the Commission, Chair Trotter adjourned the meeting at 1:58 p.m.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 09-02

For the Purpose of Approving Communication Site Lease Agreement Between the Metropolitan Exposition Recreation Commission and Clearwire US LLC, and Authorizing Staff to Forward such Lease to the Metro Council for Approval.

WHEREAS, the Metropolitan Exposition Recreation Commission operates and manages the property commonly known as the Expo Center; and

WHEREAS, the Metropolitan Exposition Recreation Commission desires to lease to Clearwire US LLC fifty (50) square feet of rooftop space on Expo Center Exhibit Hall D (the "Premises") for the purpose operating certain radio communications facilities; and

WHEREAS, the initial term of the Communication Site Lease Agreement (the "Lease") would be five years and Clearwire US LLC would have the right to extend the initial term for five additional successive five-year periods; and

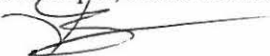
WHEREAS, the Commission recommends that the Metro Council, as fee owner of the Expo Center, (1) determine that the Premises are not needed for public use during the term of the Lease and (2) authorize the Metropolitan Exposition Recreation Commission to enter into the Lease with Clearwire US LLC;

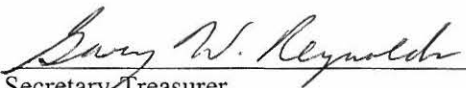
BE IT THEREFORE RESOLVED AS FOLLOWS:

1. That the Metropolitan Exposition Recreation Commission hereby recommends that the Metro Council determine that the Premises are not needed for public use; and
2. That the Metropolitan Exposition Recreation Commission hereby recommends that the Metro Council approve the Lease with Clearwire US LLC and authorizes staff to forward such Lease to the Metro Council for its review and approval; and
3. Subject to the Metro Council's prior approval, that the Metropolitan Exposition Recreation Commission hereby directs the Chief Executive Officer to execute the Lease substantially in the form attached hereto as Exhibit A.


Chair

Approved as to Form:
Daniel B. Cooper, Metro Attorney

By: 
Nathan A. Schwartz Sykes
Senior Attorney


Secretary-Treasurer

MERC Commission Meeting
MERC Finance and Administration

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 09-03

For the purpose of approving a two month extension of the Concessions and Catering Management Agreement with Aramark/Giacometti Partners and authorizing the MERC CEO to execute the extension as approved by the Metropolitan Exposition Recreation Commission.

Whereas, the Commission is responsible for the overall management of its operation facilities and has authority to contract with outside firms to provide necessary operational services to meet event and facility related needs, and;

Whereas, the Commission in June of 1999 approved selection of Aramark/Giacometti Partners as the exclusive provider of Food and Beverage Management Services and exercised its option to extend this contract in January of 2003 for all MERC facilities, and;

Whereas, the Commission has released an RFP (Request for Proposals) for Food and Beverage Management Services and to give adequate time to manage its RFP process and select a vendor for the new contract, and wishes to extend the current contract through August 31, 2009 with Aramark/Giacometti Partners;

Whereas, the Commission has the authority to delegate to the MERC CEO, the authority to execute this extension to the current Food and Beverage Management Services Contract which it feels is in the best interest of the MERC facilities operations;

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission approves a two (2) month extension to August 31, 2009 of the Aramark/Giacometti Partners contact for the express purposes of providing adequate time for the current Request for Proposals process for a new Food and Beverage Management Services Contract and further delegates to the MERC CEO the authority to execute a contract extension with the terms in substantially the form attached as Exhibit A.

Passed by the Commission on April 22, 2009.

Approved as to Form:
Daniel B. Cooper, Metro Attorney

Chair

Secretary/Treasurer

By:

Nathan A. Schwartz Sykes
Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: Approve a two (2) month extension to the current Aramark/Giacometti Food and Beverage Management Services to allow adequate time to manage the Request for Proposals process and select a vendor for a new Food and Beverage Management Services Contract for all MERC facilities.

Resolution No. 09-03

Presented By: Jeffrey A. Blosser

Date: April 22, 2009

Background and Analysis: the current MERC Food and Beverage Management Services Contract will expire after 10 years and MERC has released an RFP for new Food and Beverage Management Services in April 2009. To give adequate time to review proposals, interview selected vendors, negotiate a new contract, approve the contract and provide for a transition period, MERC needs to extend the current contract to August 31, 2009 (two months). All items of the current contract period will remain in effect for this two month extension period.

Financial Impact: There will be no financial impact to MERC as the budget for Food and Beverage Operations approved by the MERC Commission will be in effect July 1, 2009 for the extension period.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission approve the two month extension to the Aramark/Giacometti Food and Beverage Management Services contract and authorize the MERC CEO to execute the extension to the contract.

**FIFTH AMENDMENT TO THE
CONCESSIONS AND CATERING MANAGEMENT AGREEMENT**

This Fifth Amendment to the Concessions and Catering Management Agreement (hereinafter "Fifth Amendment") is entered into on this ____ day of _____, 2009 by the Metropolitan Exposition Recreation Commission (hereinafter "MERC" or "Commission") and Aramark/Giacometti Joint Venture ("Concessionaire").

RECITALS

WHEREAS, MERC and Concessionaire are parties to a Concessions and Catering Management Agreement, dated June 16, 1999, and amended on December 19, 2001 by the First Amendment to Food and Beverage Management Services Agreement, further amended on May 7, 2003 by the Second Amendment to the Concessions and Catering Management Agreement, and amended again by the Third Amendment to the Concessions and Catering Management Agreement on February 19, 2004, and further amended by the Fourth Amendment to the Concessions and Catering Management Agreement on April 28, 2005 (as so amended, the "Agreement"); and

WHEREAS, the Agreement is currently set to expire on June 30, 2009;

WHEREAS, MERC is in the process of requesting proposals from interested parties in regard to providing catering services to its facilities; and

WHEREAS, the request for proposal process will likely not be concluded until after June 30, 2009; and

WHEREAS, MERC and Concessionaire would like to amend the Agreement to extend the term for an additional two months;

NOW, THEREFORE, the parties agree as follows:

1. Effective Date.

The effective date of this Fifth Amendment is upon execution by the parties.

2. Term.

The Term of the Agreement is extended by two months to August 31, 2009.

3. Remaining Terms.

All other terms and conditions of the Agreement and amendments thereto shall remain in full force and effect.

5. Entire Agreement.

The Agreement and this Fifth Amendment contain the complete and exclusive agreement between the parties, and are intended to be a final expression of their agreement. No promise, representation or covenant not included in the Agreement or this Fifth Amendment has been or is relied upon by any party.

No modification or amendment of this document shall be in force or effect unless approved by MERC and the Concessionaire.

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

**ARAMARK/GIACOMETTI JOINT VENTURE
By: ARAMARK Sports and Entertainment
Services, Inc., a partner**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 09-04

For the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers (IUOE), Local 701-1,

Whereas, the Commission's designated representatives for labor relations have negotiated in good faith with IUOE; and

Whereas, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached an agreement for a three-year collective bargaining agreement; and

Whereas, the agreement has been ratified by IUOE and requires a vote of the Commission for ratification; and

Whereas, MERC believes that the agreement is fair, reasonable, and in the public interest,

THEREFORE BE IT RESOLVED:

1. The Commission hereby ratifies the agreement attached to this Resolution as Exhibit A.
2. The Commission hereby authorizes and directs the General Manager, or his delegate, to execute the collective bargaining agreement reflecting the terms of the agreement on the Commission's behalf, and forward that signed agreement to the Union for formal signing.

Passed by the Commission on April 22, 2009.

Chair

Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, Metro Attorney

By: _____
Nathan. A. Schwartz Sykes, Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers (IUOE) Local 701-1, Tentative Agreement

Resolution no: 09-04

Date: April 22, 2009

Presented By: Joni Johnson, MERC Human Resources Manager

Background:

IUOE 701-1 represents full and part-time custodial workers at the Portland Center for the Performing Arts. Currently there are two (2) full-time employees and thirty-one (31) part-time employees represented by IUOE. Their agreement expired on December 30, 2008. Negotiations began on November 14, 2008 for a successor agreement, those negotiations concluded in late February, and the union ratified the agreement on March 25, 2009.

Bargaining Team: Nathan Sykes (Metro Attorney's Office), Don Scorby, Tom Bugas (Portland Center for the Performing Arts), Joni Johnson (MERC Administration) Cherry Harris, Mike Tobey (IUOE Local 701), Darlene Davis (Portland Center for the Performing Arts Event Custodian IUOE 701-1 member)

Term of Agreement: January 1, 2009 to December 31, 2011 (three-year agreement)

Wages: Please refer to the wages listed as Attachment A on page 22 of the contract for specific wage rates. Effective July 1, 2009 the wage rates will be increased by 5% in order to move them to parity with other peer positions at OCC. In subsequent years, wages will be increased on July 1, 2010 and July 1, 2011 the and pay rates listed in Exhibit A will be increased in accordance with the National Consumer Price Index for all Urban Consumers (CPI-U 1982-84 =100) computed from March to March with a minimum of 2% and a maximum of 4%.

Insurance: For full-time employees the contract continues to provide the existing level of insurance benefits. As of July 1, 2009, MERC will contribute \$923.00 per month for medical, dental and vision coverage; July 1, 2010 employer contribution is \$1,016.00; July 1, 2011 employer contribution is \$1,110.00. These rates are a result of a Metro-wide bargaining agreement.

Shift Differential: The second or swing shift employees will receive a ten-cent (10¢) per hour increase to their shift premium rate so that they will receive a one dollar (\$1.00) addition to their regular hourly rate when working swing shift. The third or graveyard shift employees will receive a twenty-cent (20¢) per hour increase to their shift premium so that they will receive a one dollar and twenty cent (\$1.20) addition to their regularly hourly rate when working graveyard shift.

Language Changes: Significant language changes are listed below.

- Probationary employees may not invoke the grievance procedure in this agreement *for matters of discipline up to and including termination*. This reinforces management's at-will employment rights under the contract.
- *Any employee who is a "no-call, no-show" on three occasions will be subject to progressive discipline*. This is a change from the previous contract's provision that discipline could only occur if the three occasions were within the same year.
- The Side Letter of Agreement that requires ten (10) event custodians be designated as 32-hour employees and guaranteed 32 hours a week (depending on business activity, performance, and consideration of seniority when possible) is a continuation from the previous contract. However, for purposes of clarity the names of 32-hour employees are no longer listed in the Side Letter.

Short Range Fiscal Impact:

The costs of the collective bargaining agreement are within budgeted amounts.

Long Range Fiscal Impact:

The costs of the collective bargaining agreement are within budgeted amounts.

Recommendation:

Staff recommends approval of Resolution 09-04 for the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers (IUOE) Local 701-1, Tentative Agreement.

Collective Bargaining Agreement

between

Metropolitan Exposition-Recreation Commission

M.E.R.C.

and

The International Union of Operating Engineers, Local 701-1

January 1, ~~2006~~ 2008 through December ~~30, 2008~~ 31, 2011

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Preamble

This agreement is entered into by the Metropolitan Exposition-Recreation Commission, hereafter referred to as the "Employer," METRO, and the International Union of Operating Engineers, Local Union No. 701-1, AFL-CIO, hereafter referred to as the "Union," for the purpose of governing the wages and related fringe benefits, hours of work, and conditions of employment for employees covered by this Agreement for the term specified herein.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual **orientation preference, gender identity**, race, color, creed, religion, national origin, association or political affiliation, mental or physical disability.

Except as otherwise provided by law, regulation, or grant provisions, the parties agree as follows:

Article 1: Recognition

Employees covered by this Agreement shall be part-time event custodians and full-time utility personnel at the Portland Center for the Performing Arts which ~~includes~~ **include** the Keller Auditorium, Arlene Schnitzer Concert Hall, and the **Antoinette Hatfield Hall** ~~New Theatre Building~~.

Article 2: Definitions

Probation: Newly hired employees shall be considered probationary employees for six (6) months from the first day worked. Probation is considered as an extension of the hiring process. Probationary employees work at the will of the employer and may not invoke the grievance procedure in this agreement **for matters of discipline up to and including termination.**

Temporary: Temporary employees are provided by an outside agency and are excluded from the bargaining unit. A temporary employee's period of employment shall be restricted to no more than 720 hours in any calendar year.

Part-time: All event custodians shall be classified as part-time. Part-time employees are not entitled to vacation pay, health and welfare, sick leave, and personal holidays.

Subcontracting: Nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer will provide the Union with not less than ninety (90) calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period.

Full-Time: A position which is designated as full-time in the adopted commission budget and which typically consists of forty hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day.

Full-time employees approved by the Commission are entitled to pay, insurance, vacation, sick leave, other leaves, holidays and retirement as described in this Agreement.

Article 3: Union Security

Section 1.

Membership or non-membership in the Union shall be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.

Section 2.

The Employer agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fair share for non-union employees shall be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law.

Section 3.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fairshare amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

Section 4.

The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.

Section 5.

Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union or the amount of fairshare determined by application of Article 3, Section 2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 6.

The Union agrees that it will indemnify, defend and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer, or person acting on behalf of the Employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the Employer's implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

Section 7.

The Union agrees to represent all members of the bargaining unit regardless of race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, marital or familial status, or political affiliation.

Article 4: Union Representatives

Section 1.

Within thirty (30) calendar days from the signing of this Agreement, the Union shall appoint and notify the Operations Manager in writing of the names of designated Steward. The list will be updated as changes occur.

- a) Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
- b) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- c) A Steward who comes to the worksite during their off duty hours to carry out Steward duties shall not be paid for such time.
- d) Internal union business shall be conducted by Stewards and employees during their non-duty time.
- e) One (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.
- f) All matters relating to contract negotiations will be performed on the employee's own time.

Section 2.

All officers of the International Union and the Business Representative of the Union shall have access at any time to any part of the facilities in which said event custodians are employed, provided they do not interfere or cause employees to neglect their work.

Section 3.

The Employer shall furnish union bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees.

Article 5: Management Rights

The Employer retains all the customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incident to its responsibilities to manage the affairs of the ~~Metro-ERC~~ **MERC**. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement.

The exercise of any management prerogative, function, or right which is not specifically modified by a provision of this Agreement is not subject to the grievance procedure, to arbitration, or, as set forth above, to bargaining during the term of this agreement.

Article 6: Hiring

The Employer shall be the sole judge in decisions concerning the employment of personnel. The Employer agrees to continue their policies on non-discrimination and to provide equal employment opportunities without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, marital or familial status, political affiliation, or union activity, except where a bona fide occupational qualification exists.

Any complaint alleging unlawful discrimination/harassment based on the above which is brought to the Union for processing, will be submitted directly to the Metro Affirmative Action Officer. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

Article 7: Hours of Work and Overtime

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. Eight (8) hours per day shall constitute the normal work day. The work week shall consist of Thursday 12:01 a.m. through Wednesday midnight with two (2) consecutive days off.

All employees shall be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) hours in any workday, or forty (40) hours in any workweek. Overtime compensation shall be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked. **If an employee works six (6)**

consecutive days crossing the regular work week overtime pay will be given for every hour worked over forty (40).

Article 8: Shifts

Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes shall be defined as any shift which begins between 4:00 a.m. and ~~8:30 a.m.~~ and ending between ~~12:30 p.m. and 5:00 p.m.~~ **12:00 p.m.** **including a paid one-half (1/2) hour lunch period.** ~~exclusive of a one-half (1/2) hour lunch break.~~

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The second or swing shift for pay purposes shall be defined as any shift which begins between 12:00 noon and ~~3:00 p.m.~~ and ending between ~~8:00 p.m. and 11:00 p.m.~~ **5:00 p.m.** including a paid one-half (1/2) hour lunch period. Employees scheduled on the second shift shall receive a shift premium of ~~ninety cents (90c)~~ **one dollar (\$1.00)** per hour in addition to the regular hourly rate for all hours worked on that shift.

The third or graveyard shift for pay purposes shall be defined as any shift which begins between 5:00 p.m. and 12:00 ~~a.m.~~ **midnight** and ending between ~~1:00 a.m. and 8:00 a.m.~~ including a paid one-half (1/2) hour lunch period. Employees scheduled on the third shift shall receive a shift premium of one dollar ~~and 20 cents (\$1.00).~~ **(\$1.20)** per hour in addition to the regular hourly rate for all hours worked on that shift.

Article 9: Reporting and Call-in Pay

Any Employee who is scheduled to report for work on their regularly scheduled shift and who presents themselves for work as scheduled, but where work is not available or a full shift's work is not available for them, shall be compensated at their regular rate for all scheduled hours in that shift.

Any Employee called to return to work immediately, or before the employee's next work shift, and such call is after the employee has left the Employer's premises at the end of their last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1½) times the regular rate.

Article 10: No Strike or Lockout

- a) During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of ~~MetroERC~~ **MERC**. During the term of this Agreement neither ~~MetroERC~~ **MERC** nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

- b) If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section A above to return to work.

Article 11: Grievance Procedure

Section 1.

A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. Grievances may be initiated and pursued in the following manner using the Grievance Form in Exhibit B.

- Step 1 The employee or union representative shall present the grievance, on the official grievance form, to the employee's immediate supervisor for adjustment within seven (7) days of the date on which the events occurred giving rise to the grievance. An employee's supervisor shall respond promptly, but in no event more than seven (7) calendar days after receipt of the written grievance.
- Step 2 If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance shall be submitted in writing to the facility director or designee, by the Union representative within ten (10) calendar days. The facility director or designee shall respond in writing to the Union representative within ten (10) calendar days after receipt thereof.
- Step 3 If the grievance is not resolved, the Union or the affected employee may submit the grievance to the General Manager within (10) calendar days from the receipt of the facility director or designee's written response. The General Manager shall respond in writing within ten (10) calendar days from receipt of the grievance.
- Step 4 Should the parties fail to settle the grievance within seven (7) days from the date of submission to the General Manager, it may be referred in writing within seven (7) calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties.

The Board of Adjustment shall consist of two (2) members designated by the General Manager and two (2) members designated by the Union. Members of the Board of Adjustment shall not be from any of the facilities or local union under the jurisdiction of this Agreement. The Board of Adjustment shall convene within ten (10) calendar days

following referral of the grievance to hear evidence submitted by the parties involved. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. A majority decision of the Board of Adjustment shall be final and binding on all parties. In the event of a split decision, the grievance shall be considered unsettled.

Step 5 If the grievance is still unsettled, the Union shall, within ten (10) calendar days of the receipt of the decision of the Board of Adjustment, have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the ~~MERC~~ **MERC** Human Resources ~~Office~~ **Manager** with a copy to the Employer. Within ten (10) calendar days from the request for arbitration, the Employment Relations Board shall be requested to submit a list of seven (7) names. Both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first.

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party which incurs them. Each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

The designated arbitrator shall conduct a hearing, and then issue a decision which shall be final and binding on the parties. The arbitrator shall not have jurisdiction or authority to: add to, subtract from, modify or in any way change the provision of this Agreement; establish new wage rates or change existing wage rates or rates for specific job classifications; or assume any responsibility of Management or of the Union.

The Employer and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure, which it believes in good faith, lacks sufficient merit.

The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance, which is not raised or processed within the above-described time limits. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance and the next step of the grievance procedure shall be available.

Extension of time limits. The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.

Article 12: Seniority

Seniority shall be computed and defined from date of hire into a represented classification at Portland Center for the Performing Arts.

Seniority shall be applied for lay off, lack of work, and scheduling of additional shifts.

Time spent on approved leave or as a result of on the job injury or illness shall not be considered a break in service. Seniority shall not accrue during a break in service, but will continue to accrue upon return from a break in service.

A break in service shall be defined as a voluntary quit, discharge, involuntary lay-off, or non-return to work after a leave of absence.

~~MERC Metro~~ shall publish and distribute annually and thirty (30) days prior to any lay off a seniority list for all employees.

Article 13: Layoff

Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The Employer shall determine the number of employees to be laid off. In the event of a lay off, all temporary and probationary employees shall be laid off prior to any lay off of bargaining unit employees.

The least senior employees will be laid off first. Employees shall be given thirty (30) days notice of lay off.

During any period of layoff, the Employer shall not use temporary workers or hire new employees in the affected classification before laid-off employees are returned to work. Employer shall re-employ laid-off employees on a strict seniority basis.

Disputes concerning lay-offs shall be handled through the grievance procedure.

Article 14: Discipline & Discharge

No non-probationary employee may be disciplined or discharged without just cause.

No employee shall be denied representation in any investigation that may result in disciplinary action.

If the Employer has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

The Employer shall adhere to standard progressive discipline practices.

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling. Failure to report as scheduled ~~or~~ **shall include but not be limited to, repeated tardiness, absenteeism and leaving a shift early without reasonable justification, which** place a great burden on both the Employer and fellow employees and may be cause for progressive discipline up to and including discharge. Any employee who is "no call, no show" on three occasions ~~within a fiscal year~~ is subject to progressive discipline which may include termination.

Article 15: Personnel File

The Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Dept. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the Employee or a statement signed by the Supervisor which indicates the Employee has been shown the document and refused to sign it. An Employee's signature shall not be construed to mean the Employee agrees with the content.

All material in the official personnel file of any Employee may be inspected by the affected Employee. No material of an adverse nature may be used against an Employee unless entered in the personnel file as described in this article. An Employee upon request shall have the right to view all material in the Employee's personnel file.

At an employee's request, all disciplinary material shall be expunged from the personnel file or considered obsolete two (2) years from the date the material was entered, provided that the Employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an Employee's personnel file prior to the end of the two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with this article. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

Article 16: Salary Administration

Section 1.

Upon ratification by the Union, pay for bargaining unit employees shall be in accordance with Exhibit A of this Agreement. On July 1 of 2006 ~~9~~ **bargaining unit employees shall receive a 5 percent increase and,** July 1, 2007 **10,** July 1, 2008 **11** the pay rates listed in Exhibit A shall be increased by 100 percent of National CPI-U (1982-84=100), computed

from March to March; provided, that the minimum upward adjustment shall be two (2) percent, and the maximum upward adjustment shall be four (4) percent.

Section 2.

Upon successful completion of 88 hours of work, an employee shall move to the non-probationary pay rate for their classification.

Section 3.

To implement Exhibit A on the effective date of this Agreement, employees on initial probation on the effective date of this Agreement shall be paid the probationary pay step for their classification. Non-probationary employees shall be paid the pay rate stated in Exhibit A for their classification. Employees hired after the effective date of this Agreement shall be paid at the probationary pay rate for their classification.

Section 4.

Standard paydays will be on the 10th and the 25th of each month or the immediately preceding business day in the case where a payday falls on a holiday or weekend.

Section 5.

Part-time event custodians shall receive a written performance evaluation every six months – provided the employee has worked a minimum of 480 hours during this period (average 18.5 hours per week). If upon review the employee earns an overall performance rating of “meets” or “exceeds” standards, the employee will be awarded 4 hours of leave. A member that earns an overall performance rating of “requires improvement” or “not satisfactory” is not eligible for the award.

A member must use this leave within one (1) year of the award. Hours not taken by an employee shall be lost and not compensable. If a member terminates employment prior to use of the leave, the leave is not compensable. The rating of the employee is at the discretion of the employer, and the Union agrees that it cannot grieve a member’s performance rating.

Article 17: Vacation Leave

Section 1.

Except for Event Custodians, vacation leave with pay for full-time employees shall accrue at the rate shown below prorated on the total of compensable hours paid to the employee for hours worked, vacation, personal holidays, and paid sick leave:

Total Years of Service	Accrual Rate at 24 Pay Periods Per Year	Vacation Rate Per Year
0 through 4	3.34 hours	80 hours
5 through 9	5.00 hours	120 hours
10 through 14	5.84 hours	140 hours
15 through 19	6.67 hours	160 hours
20 through 24	7.50 hours	180 hours

25 or more

8.34 hours

200 hours

Employees who have successfully completed the initial probationary period and have received a full-time appointment are eligible to take accrued vacation leave with pay.

Section 2.

Employees shall not accumulate more than two hundred and fifty- (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited. If an employee is close to reaching the 250-hour cap, the employee will schedule such time off pursuant to Section 4 of this Article.

Section 3.

Any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer shall be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee's existing salary rate provided, however, that such lump sum payment shall not be made if separation occurs prior to the completion of the initial probationary period.

Section 4.

The Operations Manager or their designee shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, the desires of the staff, and for the work requirements of the department. Vacation requests shall be submitted through the employee's immediate supervisor and approved by the Operations Manager on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

Article 18: Sick Leave

Section 1.

Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after ninety (90) days of employment with the Employer.

Section 2.

Employees are eligible to use sick leave for the following reasons:

- 1) Personal illness or physical disability.
- 2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
- 3) Medical appointments and office visits.

Section 3.

Employees unable to report to work due to illness shall report the reason for the absence to their supervisor one (1) hour prior to the scheduled beginning of their shift. Sick leave

with pay may not be allowed if such report has not been made. The supervisor may require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.

Section 4.

The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding twenty (20) percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 5.

Sick leave shall not continue to accrue during periods of disability or leave unpaid by the Employer.

Section 6.

Full-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange of eight (8) hours of sick leave at the end of the fiscal year.

Article 19: Holidays

Section 1.

The following shall be considered holidays for full-time employees:

- | | | |
|----|----------------------------|-----------------------------|
| 1. | New Years Day | January 1 |
| 2. | Martin Luther King Jr. Day | Third Monday in January |
| 3. | Presidents' Day | Third Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | First Monday in September |
| 7. | Veterans' Day | November 11 |
| 8. | Thanksgiving Day | Fourth Thursday in November |
| 9. | Christmas Day | December 25 |

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work. If a full-time employee works on a holiday as enumerated above, the employee shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.

Event Custodians shall receive one and one-half (1 ½) times compensation for actual time worked on the holiday. If a shift crosses both a non-holiday and holiday only the time worked on the holiday will be compensable at the one and one-half (1 ½) times regular hourly pay rate.

In addition to the above holidays, employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before December 24 will receive sixteen (16) hours leave. An employee can use personal holiday hours in no less than four (4) hour blocks of time. An employee must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and are not compensable.

Section 2.

Holidays that occur during vacation or paid sick leave shall not be charged against leave.

Section 3.

No employee shall receive holiday pay if the employee is absent for all or part of their scheduled workday either immediately preceding or immediately following the holiday or adjacent, single, or consecutive days off unless they have applied to their supervisor in writing for permission to be so absent and such written request has been applied for and approved by the Operations Manager within that pay period.

Section 4.

Whenever one of the holidays listed in Section 1 of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs pursuant to Section 6 of this article or as mutually agreed.

Section 5.

The holiday shift is the shift on which at least one-half of the hours of the shift are worked.

Section 6.

Employees shall normally be notified of holiday work schedules at least fourteen (14) days in advance, except in situations over which the Employer has no control.

Section 7.

MERC shall offer work available on holidays to volunteers. Employees interested in working the holiday will advise the employer of their desire to do so 72-hours prior to the holiday. If two or more employees volunteer within 72-hours prior to the holiday, the most senior will be selected. If there are no volunteers, the least senior non-probationary employee will be required to work.

Section 8.

When part-time employees are engaged for any work on a holiday, the employee shall be compensated at one and one-half (1-1/2) times the regular straight time hourly rate. Holidays for the purposes of this agreement are New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday in January), Presidents' Day (third Monday in February), Easter Sunday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November, and Christmas Day (December 25).

Article 20: Other Leaves

Section 1. Parental Leave

The Employer provides parental leave of up to twelve (12) weeks for eligible employees who have become parents. At the employee's discretion, the leave shall be paid from accrued vacation time or accrued sick leave, or be unpaid.

- a) The employee shall be entitled to take parental leave without being penalized for taking leave.
- b) When the employee returns from the leave, he or she must be restored to the former or an equivalent job, without loss of seniority. If the employee cannot be reinstated to the former or equivalent job because the Employer's circumstances have changed, the employee must be reinstated to any other position that is available and suitable.
- c) All employees who have completed ninety (90) days of service are eligible to request the leave.
- d) Employees have the option of using their accumulated leave balances during the parental leave. If the employee chooses to take leave without pay, benefits will be paid through the last day of the month following the month in which the leave without pay commences. If the employee chooses to utilize accumulated balances, benefits will be continued as long as the leave is continued on paid status.
- e) Employees are entitled to a maximum of twelve (12) weeks unpaid parental leave. Such entitlement begins on the date of birth of the child, or on the date of the taking of physical custody of a newly adopted child.
- f) A request shall be submitted simultaneously to the Operations Manager and the Human Resource Division thirty (30) calendar days before the occurrence of the event. The request must be in writing and contain the following information:
 - (1) The employee's intent to take parental leave beginning on a certain date more than thirty (30) days from the date of the request.
 - (2) The anticipated date of birth of the parent's child, or

- (3) The anticipated date that the parent will obtain physical custody of a newly adopted child under six years of age, and
 - (4) The dates when the parent, or if both parents request parental leave, the dates which each parent will commence and terminate his or her portion of the parental leave.
- g) Failure to submit a written request in accordance with (1) above will be handled pursuant to the law applicable.
- h) Employees who return from parental leave by the date listed in the written request on file will be restored to their former position without loss of seniority or vacation credits. If circumstances change so that the employee's former job is no longer available, that worker will be reinstated to an equivalent position or any other position that is available and suitable. Employees who do not return may be disciplined.

Section 2. Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of a full-time employee, the Operations Manager may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) calendar days, but not exceed six (6) months, must be approved by the MERC General Manager. Requests for such leave must be submitted ten (10) working days before the first day of the requested leave unless there is an unforeseen emergency that is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

The employee may elect to continue insurance benefits; however, premiums for such extended benefits shall be paid by the employee. Any and all such extension of insurance benefits shall be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstates with no greater or lesser employment rights than if the employee had not taken the leave.

Section 3. Union Business Leave

Upon written ~~request~~request, at least two (2) weeks in advance and subject to operating requirements, the Operations Manager shall grant leave without pay for conducting Union business for up to two (2) employees at any one time.

Section 4. Jury Duty

Upon the presentation of written documentation, full-time employees shall be granted leave with pay when called for jury duty or subpoenaed as a witness to attend court in connection with the employee's officially assigned duties subject to the following:

- a) The employee granted such leave shall pay all money received except travel allowance, to the Employer.

- b) An employee on jury duty who is on other than a day shift shall be temporarily assigned to day shift for the duration of jury duty. An employee, whose shift is temporarily changed, as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.

Section 5. Military Leave

A non-probationary employee who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to leave of absence for a period not to exceed fifteen (15) days in any calendar year for his/her annual training requirement. Such fifteen (15) calendar day leave shall be granted without loss of pay, or other leave and without impairment of other rights or benefits to which he/she is entitled, providing the employee receives bona fide orders to active training duty for a temporary period and providing he/she returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. The employee shall provide the Employer with copies of their leave earnings statement. Such employees shall be entitled to the difference, if any, between their regular earnings and their military pay. If their military earnings exceed their regular earnings no payment will be made by the Employer. Leave without pay shall be allowed in accordance with the Oregon state laws for employees entering military service for extended or indefinite periods of active duty.

Section 6. Bereavement Leave

- a) A full-time employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or other household member shall be allowed not to exceed three (3) days of leave with pay. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick leave hours. Eligibility for bereavement leave is extended to domestic partners.
- b) If travel is required, two- (2) additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.
- c) A full-time employee may attend a funeral ceremony for a fellow employee in the Operations Department or Expo, whichever is applicable, with four (4) hours leave with pay to attend such funeral ceremony, subject to the Employer's operating needs.

Article 21: Insurances

Section 1.

- a) From the signing of this Agreement to ~~December 31, June 30, 2008, 2011~~ the Employer will fund health benefits to the same limits as funded by Metro for AFSCME represented employees of Metro.

- b) No later than February 1st of each year of this Agreement a joint Health and Welfare Committee shall be formed. This bargaining unit will be represented by on the committee by IUOE Local 701. The employer shall make available to the committee current information regarding insurance premium rates and projected increases; as such information becomes available to the Employer. The committee shall meet to consider adjustments to benefits or coverages to stay below the specified employer contributions for each year of the Agreement.
- c) Effective upon the signing of this Agreement, the Employer shall contribute ~~(\$692.50~~ **\$839.00** amount per employee per month for medical, dental and vision plan provided by an HMO and/or indemnity carrier.

Effective July 1, ~~2009~~ ~~2006~~, Metro shall contribute an amount not to exceed ~~(\$923.00~~ ~~\$727.12)~~ per employee per month for a medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, ~~2010~~ ~~2007~~ Metro shall contribute an amount not to exceed ~~(\$1016.00~~ ~~\$763.48)~~ per employee per month for a medical, dental and vision plan provided by an HMO and/or indemnity carrier. Effective July 1, ~~2011~~ ~~2008~~ Metro shall contribute an amount not to exceed ~~(\$1118.00~~ ~~\$801.65)~~ per employee per month for an medical, dental and vision plan provided by an HMO and/or indemnity carrier.

If health insurance costs increase by more than 10% in any given year, (according to each insurance plan) of this agreement, the amount over 10% increase shall be paid equally by the employee and the employer.

Through ~~December 31, 2011~~, ~~January 1, 2008~~, life insurance and additional dependent life and disability coverages shall be maintained at current levels at no cost to the employee unless adjustments are made by the joint Metro/MERC/AFSCME committee to keep medical, dental and vision costs below the cap for that coverage.

Article 22: Retirement

Employees shall continue to be eligible for participation in the Public Employee Retirement System PERS pursuant to the law. Full-time employees shall continue to have the Employer “pick-up” their required six-percent (6%) monthly contribution to the PERS.

Article 23: Recoupment of Payments

Section 1. Overpayments

- (1) In the event that an employee receives wages or benefits to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

- (a) The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
 - (b) Where this process is utilized, the employee and employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - (c) If there is no mutual agreement at the end of the thirty (30) calendar day period, the employer shall implement the repayment schedule stated in subsection (d) below.
 - (d) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- (2) An employee who disagrees with the employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
 - (3) This Article does not waive the employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments

- (1) In the event the employee does not receive the wages or benefits to which the record/documentation has for times indicated the employer agreed the employee was entitled, the employer shall notify the employee in writing of the underpayment. His notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The employer shall correct any such underpayment made within a maximum period of two years before the notification.

Article 24: Clothing Allowance

Where the Employer now furnishes and requires specified working clothing for employees in its various operations, such practice will continue.

Article 25: Education & Training

The Employer and the Union share a desire to retain a workforce skilled in job related duties. To the extent possible, the Employer will make available to members of the

bargaining unit current information about available employer approved training opportunities.

Job-related training for employees may be conducted both during and outside of an employee's work schedule. When ~~an employee's attendance is required by the Employer~~ the Employer requires an employee's attendance, they shall be notified in writing and shall be paid for the time as time worked.

The Employer may offer in-house training for employees to improve their knowledge, skills and abilities to perform the job.

The Employer shall conduct or arrange for training in emergency procedures and for safety training on all new products and equipment.

The Operations Coordinator or vendor shall conduct orientation and training for all affected employees on new equipment, products, and procedures for all newly hired employees.

Article 26: Safety and Health

Section 1.

The Employer agrees to provide a safe and healthful workplace, as required by law, and to provide and maintain all tools and equipment required by Employer for use by the employee.

Section 2.

The Employer and the Union agree that a representative will serve on the joint labor-management safety committee in compliance with current Oregon law and administrative rules.

Section 3.

The safety committee shall inquire into and make recommendations to the Employer on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to their supervisor. The supervisor shall promptly take appropriate action.

Section 4

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

Article 27: Savings Clause

Section 1.

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if

possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

Section 2.

In the event of a conflict between this Agreement and ~~Metro-ERC~~MERC policy, the terms of the Agreement shall apply.

Article 28: Maintenance of Standards

Section 1.

The Employer agrees that all conditions of employment established by its individual operations which constitute an economic benefit to employees covered by this Agreement shall be maintained at not less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

Section 2.

This article of the Agreement shall not apply to inadvertent or bona fide errors made by the Employer. Any disagreement regarding errors shall be resolved through the grievance process.

Article 29: Term of Agreement

This Agreement shall remain in full force and effect from the signing of this Agreement to December ~~31st, 2011~~2008. Either party may give written notice at least sixty (60) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

Metropolitan Exposition-Recreation
Commission

International Union of Operating
Engineers, Local 701

~~Jeff Miller~~David Woolson, General Manager
~~Holliday, Business Manager~~Chief Executive Officer

~~Mark~~

Date

Date

~~Kevin B. Dull, Metro/MERC~~

~~Labor and Employee Relations Manager~~

Date

Don Scorby, Operations Manager

Date

**METROPOLITAN EXPOSITION RECREATION COMMISSION
IOUE LOCAL 701-1 (UTILITY WORKERS) PAY SCHEDULE**

Salary Range	Job Code	Classification	Prob Step	Reg Step
110	8485	Event Custodian	10.82 <u>12.56</u>	12.22 <u>14.19</u>
130	8170	Utility Maintenance Technician	14.54 <u>16.87</u>	15.86 <u>18.41</u>
134	8495	Utility Lead	16.03 <u>18.61</u>	16.78 <u>19.48</u>

Pay rates effective on **July 1, 2009** ~~July 1, 2006~~.

Exhibit B

I.U.O.E. LOCAL 701 OFFICIAL GRIEVANCE FORM



IUOE Grievance #: _____ Date of Incident: _____
Date Filed: _____ Date Member Learned of Violation: _____

Employer: _____ Employee: _____
Employer's Phone: _____ Job Classification: _____
Supervisor: _____
Location of Job Site: _____
Article of Contract Violated: _____
Description of Grievance: _____

Settlement Desired: _____

Management's Response: _____

Mgmt. Rep. Signature: _____ Date: _____

Step 2. Date Presented: _____ Response Date: _____
Result: _____

_____ Mgmt. Rep. Signature: _____

Step 3. Date Presented: _____ Response Date: _____
Result: _____

_____ Mgmt. Rep. Signature: _____

Final Disposition: _____

Date: _____ Union Representative: _____

SIDE LETTER OF AGREEMENT

The parties mutual goal is to have as much work performed by staff as possible, and to minimize the use of contracted temporary employees.

The employer agrees that all employees should be given the maximum opportunity to work available hours so long as it is recognized that this is an event driven business and will not be construed otherwise and does not create an overtime situation. Available hours at all facilities shall be offered to employees regardless of their assigned facilities and in the event that two employees request the same hours, then seniority shall govern.

~~The following employees will be guaranteed 32 hours per week, except as provided below:~~

- ~~• Darlene Davis~~
- ~~• Roger Warner~~
- ~~• Errol Young~~
- ~~• Mersha Kefeyahu~~
- ~~• Sam Strawder~~
- ~~• Tracy James~~
- ~~• Paul Allaert~~
- ~~• Robert Ramirez~~
- ~~• Lloyd Larson~~
- ~~• Mary Ann Hudlow~~

A minimum total of ten (10) Event custodians will be designated as 32-hour employees and guaranteed 32 hours per week, except as provided below. The total of 10 constitutes a permanent number of designees and the list will be replenished as needed to maintain the total.

Designees shall be determined by the Employer based upon quality of performance, desires of the employee, and with consideration of seniority whenever possible.

The number of hours up to 32 are at the discretion of the employee. If an above named employee wants to work fewer hours they must submit a Leave Request form for non-emergencies 14 days in advance of the time off.

In recognition of the event driven nature of this business, no employee can expect nor be guaranteed 40 hours a week. However, if hours are available after the 32-hour obligation is met, an employee may volunteer to work more than 32 hours based on the event driven needs of the employer.

When the employer experiences a reduction of business activity they shall reduce the number of hours in conjunction with the Layoff article. The employer must give 30 days written notice except for an emergency, such as the loss of a show.

The number of employees listed in this side letter of agreement constitutes a permanent number and the list will, as soon as possible, be replenished as based on quality of performance with seniority taken into consideration where possible.

Metropolitan Exposition-Recreation
Commission

Jeff Miller, General Manager

Date

Kevin B. Dull, Metro/MERC

Date

Don Scorby, Operations Manager

Date

International Union of Operating
Engineers, Local 701

Mark Holliday, Business Manager

Date

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 09-05

For the purpose of approving and transmitting a budget amendment to the MERC Fund for fiscal year 2008-09.

WHEREAS, Metro Code 6.01.050 provides that the Commission shall annually prepare and approve an annual budget which shall, to the maximum extent permitted by law, consist of one commission-wide series of appropriations; and

WHEREAS, Metro Code 6.01.050(d) further provides that once the Commission's budget has been adopted by the Metro Council, any changes in the adopted appropriations must be ratified in advance by the Metro Council; and

WHEREAS, the Commission previously approved and transmitted to the Metro Council the fiscal year 2008-09 budgets for the MERC Fund; and

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission approves a budget amendment to the MERC Fund as described in the attached Staff Report for the fiscal year beginning July 1, 2008 and ending June 30, 2009 for inclusion as part of the total Metro budget for this period.

Passed by the Commission on April 22, 2009

Chair

Approved as to Form:
Daniel B. Cooper, Metro Attorney

By: _____
Nathan A. Schwartz Sykes,
Senior Attorney

Secretary-Treasurer

MERC Staff Report

Agenda Item/Issue: For the purpose of approving and transmitting a budget amendment to the MERC Fund for fiscal year 2008-09.

Resolution No: 09-05

Presented By: Cynthia Hill

Date: April 22, 2009

Background and Analysis: Resolution 09-05 would approve the proposed budget amendment for submission to the Metro Council.

A. Oregon Convention Center Achieve Green Event

Establish Budget for the first Achieve Green NW Event promoted by the Oregon Convention Center. The event is funded through sponsorships, registration fees, booth sales and other fees for services. The revenue forecast is \$201,100 with expenditures estimated at \$202,500 which generates a slightly less than break even budget.

Achieve Green NW is designed for business, government, education, environment and political leaders to convene and engage in a range of topics associated with sustainable business practices. Conference discussions will focus on environmentally responsible strategies and attendees will witness case studies, learn best practices, and choose among various one-on-one work sessions. Upon leaving the event, attendees will have developed an actionable toolkit containing the resources unique and necessary to implement sustainable practices within their individual businesses immediately.

<i>Revenue</i>	
Sponsorship	\$76,000
Admission Fees	99,600
Utility Services	25,500
Total Revenue	\$201,100
<i>Expenditures</i>	
Contracted Personal Services	\$75,000
Other Purchased Services	97,500
Miscellaneous Expense	10,000
Advertising	20,000
Total Expenditures	\$202,500
<i>Net Decrease to Fund Balance</i>	(\$1,400)
<i>Fund Balance</i>	
General Contingency	(\$202,500)
Ending Fund Balance	\$201,100

B. Metro Indirect Support Transfer

The Adopted Budget included a \$104,000 line item for a potential increase in the Metro indirect support transfer for legal services. The Office of the Metro Attorney has dedicated significant resources on the Headquarter Hotel Project and is requesting the additional \$104,000. This amendment reclassifies \$104, 000 from Contracted Personal Services to Metro Indirect Support Transfer.

<i>Expenditures</i>		
	Contracted Personal Services	(\$104,000)
<i>Interfund Transfers</i>		
	Metro Support Indirect	\$104,000

Fiscal Impact: This action increases appropriations for material and services at the Oregon Convention Center. The increase in expenditures will mostly be offset by revenue generated.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission adopt Resolution 09-05

MARCH 2009

FINANCIAL INFORMATION

For Management Purposes only



PORTLAND CENTER FOR
THE PERFORMING ARTS

 A SERVICE OF METRO

expo

 A SERVICE OF METRO



OREGON CONVENTION CENTER

 A SERVICE OF METRO

THE **merc**

METROPOLITAN EXPOSITION
RECREATION COMMISSION

 A SERVICE OF METRO

Date: April 17, 2009

To:

Commissioner Don Trotter, Chair
Commissioner Janice Marquis, Vice Chair
Commissioner Gary Reynolds, Secretary-Treasurer
Commissioner Elisa Dozono
Commissioner Gary Conkling
Commissioner Ray Leary
Commissioner Yvonne McClain

Re: MERC Financial Information for the 9 months ended March 2009

This information summarizes the operating revenues and expenditures of the facilities managed by the Metro Exposition-Recreation Commission (MERC). These facilities include the Oregon Convention Center (OCC), the Portland Metropolitan Exposition Center (EXPO), and the Portland Center for the Performing Arts (PCPA). In addition, this report includes the cost of support services provided by MERC Administration. These reports omit substantially all disclosures required by generally accepted accounting principles. This report is intended solely for the information and use of the Commission and is not intended to be and should not be used by anyone other than the Commission.

Financial Highlights

Operating Results

- The year-to-date results indicate that the net F&B is less than budget by approximately 7%. While revenue and expenditures are slightly less than forecasted, the net result is approximately 16% better than budget.
- Highest event revenue generators for the period:
 - **Expo**
 - 10852 ~ America's Largest Antique Show - \$124k
 - ❖ F&B - \$51k
 - 10887 ~ Portland Metro Spring RV Show - \$114k
 - ❖ Rent - \$63k
 - 10305 ~ 2009 Energy Trust Better Living Show - \$99k
 - ❖ Parking (includes Exhibitor) - \$46k
 - **OCC**
 - 7006 ~ Oregon Governor's Safety & Health Conf - \$187k
 - ❖ F&B - \$107k
 - 7439 ~ Yard, Garden & Patio Show - \$157k
 - ❖ Rent - \$67k
 - 7707 ~ Sixth International Integrated Pest Mgmt Symposium - \$134k
 - ❖ F&B - 91k
 - **PCPA**
 - 11708 ~ Wicked - \$309k
 - ❖ F&B - \$236k
 - 14473 ~ Kathy Griffin - \$64k
 - ❖ Rent - \$16k
 - 11706 - OBT Lambarena - \$58k
 - ❖ Admission & User Fee - \$12k

Non – Operating Revenue

- **Transient, Lodging Tax (TLT)** year to date is 2.5% less than prior period which is a decrease of \$132 thousand. TLT is budgeted to receive 30% of the tax in the first half of the year, and the remaining 70% in the second half of the year.
- **Expo Debt Service** is paid semi annually. Approximately 73% or \$892 thousand of the annual payment is budgeted and paid during the first half of the fiscal year, the remaining 27% or \$300 thousand in the later part of the fiscal year.
- **Metro Risk Management** expenses are in the first period of each quarter. Approximately 83% of the annual budget or \$486 thousand year-to-date.

Purchasing/Contract Update

- A listing of new and amended contracts and purchase orders for all venues for the quarter ending March 31st is included on the last page of the financial packet.

Audit Update:

- **Metro Auditor**
 - **Purchasing Card** – Completed – No Findings
 - The Metro Auditor completed an internal audit to review the purchasing card systems of both Metro and MERC. Field work has been completed and they examined two (2) years of data and test controls, procedures, and search for potential fraud/abuse. A draft report has been issued, responses are due May 1st, the report will be issued on May 5th.
 - MERC's procurement card program had no significant weaknesses.

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
All Departments

	Current Year to Date Actual March-09	Prior Year to Date Actual March-08	% of Prior Year	2008-09 Adopted Budget March-09	% of Annual Budget 75%
Operating					
Revenue	13,665,541	13,413,291	102%	18,004,390	76%
Revenue - Food and Beverage	8,515,350	8,982,603	95%	12,579,134	68%
Total Operating Revenue	22,180,892	22,395,894	99%	30,583,524	73%
Costs - Food and Beverage	(7,326,146)	(7,103,331)	103%	(9,789,499)	75%
Personal Services	(13,021,172)	(11,687,440)	111%	(18,287,629)	71%
Goods & Services	(5,256,591)	(5,288,798)	99%	(8,613,369)	61%
Marketing	(1,964,520)	(1,854,662)	106%	(3,032,043)	65%
Total Operating Expenses	(27,568,429)	(25,934,231)	106%	(39,722,540)	69%
Net Operating Results	(5,387,538)	(3,538,337)	152%	(9,139,016)	59%
Non Operating					
Transient, Lodging Tax	5,103,924	5,235,768	97%	11,114,685	46%
Government Support City of Portland	-	-	-	737,449	0%
Non-Operating Revenue	372,370	645,704	58%	739,194	50%
Non-Operating Expense	(2,506)	(2,503)	100%	(2,500)	100%
	5,473,788	5,878,969	93%	12,588,828	43%
Support and Risk Management					
MERC Administration	-	-	-	-	-
Metro Support Services	(1,382,112)	(1,270,107)	109%	(1,842,802)	75%
Metro Risk Management	(485,637)	(525,372)	92%	(582,761)	83%
	(1,867,749)	(1,795,479)	104%	(2,425,563)	77%
Net Increase (Decrease)	(1,781,498)	545,153	-327%	1,024,249	-174%
Transfers					
Intrafund Transfers	-	-	-	-	-
Transfers to	-	-	-	-	-
Transfers from	-	669,720	0%	758,081	0%
Debt Service	(909,715)	(896,365)	101%	(1,210,037)	75%
Net Transfers	(909,715)	(226,645)	401%	(451,956)	201%
Net Operations	(2,691,213)	318,509	75%	572,293	-470%
	-	0		-	
Capital					
Revenue	-	-	-	-	-
Capital Outlay	(876,162)	(667,593)	131%	(1,482,725)	59%
Construction Management	(18)	(88)	21%	-	-
Goods & Services	(8,075)	-	-	(225,000)	4%
Transient, Lodging Tax	-	-	-	-	-
Non-Operating Revenue	229,298	66,792	343%	767,672	30%
Non-Operating Expense	-	-	-	-	-
Intrafund Transfers	-	-	-	-	-
Transfers to	-	-	-	-	-
Transfers from	-	-	-	-	-
Net Capital	(654,957)	(600,889)	109%	(940,053)	70%
Fund Balance Inc (Dec)	(3,346,170)	(282,380)	1185%	(367,760)	910%
	-	0		-	
Food and Beverage Gross Margin	1,189,205	1,879,272	63.3%	22.2%	
Food and Beverage Gross Margin	14.0%	20.9%			
Full Time Employees - per Budget	192	186		192	
Excise Tax	(1,129,119)	-			
Fund Balance					
Beginning Fund Balance	26,070,022	22,350,466		26,070,022	
Fund Balance Inc (Dec)	(3,346,170)	(666,254)		(367,760)	
Ending Fund Balance	22,723,852	21,684,212		25,702,262	
Unrestricted Fund Balance	11,144,286	17,002,819		14,177,689	
Contingency	2,064,067	-		2,064,067	
Contingency for Renewal & Replacement	520,000	295,000		520,000	
Designated for Renewal & Replacement	295,000	-		295,000	
Designated for Phase 3	1,154,728	944,840		1,154,728	
Contingency for HQH	3,700,000	-		3,700,000	
Contingency for HQH (PERS Rsvr - Prior)	1,486,398	94,306		852,106	
Designated for PERS Reserve - Current	375,932	-		-	
Designated for PERS Reserve - Prior	709,380	2,460,862		1,664,611	
Restricted by Contract - Aramark	93,750	187,500		93,750	
Restricted by Agreement - TLT	1,180,311	698,885		1,180,311	
Ending Fund Balance	22,723,852	21,684,212		25,702,262	
	-	-		-	
Strategic Goal	15,007,603	13,583,854		15,007,603	
Available for Strategy Goal	13,728,353	17,297,819		16,761,756	
Excess (Gap)	(1,279,249)	3,713,965		1,754,154	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Exposition Center

	Current Year to Date Actual March-09	Prior Year to Date Actual March-08	% of Prior Year	2008-09 Adopted Budget March-09	% of Annual Budget 75%
Operating					
Revenue	3,190,490	3,463,420	92%	3,819,977	84%
Revenue - Food and Beverage	1,472,168	1,663,518	88%	2,151,319	68%
Total Operating Revenue	4,662,658	5,126,937	91%	5,971,296	78%
Costs - Food and Beverage	(1,153,440)	(1,185,613)	97%	(1,515,262)	76%
Personal Services	(1,157,490)	(1,074,783)	108%	(1,591,637)	73%
Goods & Services	(872,211)	(894,337)	98%	(1,293,518)	67%
Total Operating Expenses	(3,183,140)	(3,154,732)	101%	(4,400,417)	72%
Net Operating Results	1,479,518	1,972,206	75%	1,570,879	94%
Non Operating					
Non-Operating Revenue	80,916	123,106	66%	161,619	50%
Non-Operating Expense	-	-		-	-
	80,916	123,106	66%	161,619	50%
Support and Risk Management					
MERC Administration	(218,268)	(180,762)	121%	(291,027)	75%
Metro Support Services	(138,213)	(127,017)	109%	(184,280)	75%
Metro Risk Management	(66,150)	(66,938)	99%	(79,379)	83%
	(422,631)	(374,717)	113%	(554,686)	76%
Net Increase (Decrease)	1,137,804	1,720,595	66%	1,177,812	97%
Transfers					
Transfers from	-	-		1,194	0%
Debt Service	(891,916)	(878,016)	102%	(1,192,232)	75%
Net Transfers	(891,916)	(878,016)	102%	(1,191,038)	75%
Net Operations	245,888	842,579	29%	(13,226)	-1859%
Capital					
Capital Outlay	(111,976)	(4,118)	2719%	(180,000)	62%
Construction Management	-	-	-	-	-
Non-Operating Revenue	-	33,216	0%	73,329	0%
Net Capital	(111,976)	29,098	-385%	(106,671)	105%
Fund Balance Inc (Dec)	133,912	871,677	15%	(119,897)	-112%
Food and Beverage Gross Margin	318,729	477,905		636,057	50%
Food and Beverage Gross Margin %	21.7%	28.7%		29.6%	-8%
Full Time Employees - per Budget	13.30	13.30		13.30	
Excise Tax	(325,141)	-		-	
Fund Balance					
Beginning Fund Balance	6,069,250	5,581,447		6,069,250	
Fund Balance Inc (Dec)	133,912	487,803		(119,897)	
Ending Fund Balance	6,203,162	6,069,250		5,949,353	
Strategic Goal (6 mo, debt)					
Available for Strategy Goal	4,792,124	4,887,128		4,539,125	
Excess (Gap)	1,399,683	1,630,013		1,146,685	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Oregon Convention Center

	Excluding HQH		% of Prior Year	2008-09 Adopted Budget	% of Annual Budget
	Current	2007-08			
	Year to Date	Prior			
	Actual	Actual			
	March-09	March-08		March-09	75%
Operating					
Revenue	5,567,527	5,696,164	98%	7,369,246	76%
Revenue - Food and Beverage	5,656,913	6,136,930	92%	8,900,001	64%
Total Operating Revenue	11,224,440	11,833,094	95%	16,269,247	69%
Costs - Food and Beverage	(4,956,073)	(4,855,743)	102%	(6,961,152)	71%
Personal Services	(6,205,724)	(5,802,941)	107%	(8,741,296)	71%
Goods & Services	(2,321,811)	(2,156,979)	108%	(3,504,823)	66%
Marketing POVA	(1,964,520)	(1,854,662)	106%	(3,032,043)	65%
Total Operating Expenses	(15,448,128)	(14,670,325)	105%	(22,239,314)	69%
Net Operating Results	(4,223,688)	(2,837,230)	149%	(5,970,067)	71%
Non Operating					
Transient, Lodging Tax	4,318,940	4,380,468	99%	9,032,707	48%
Non-Operating Revenue	152,560	248,719	61%	267,288	57%
Non-Operating Expense	(6)	(3)	200%	-	-
	4,471,494	4,629,185	97%	9,299,995	48%
Support and Risk Management					
MERC Administration	(1,178,658)	(994,170)	119%	(1,571,548)	75%
Metro Support Services	(746,334)	(698,553)	107%	(995,114)	75%
Metro Risk Management	(271,119)	(297,908)	91%	(325,341)	83%
	(2,196,111)	(1,990,631)	110%	(2,892,003)	76%
Net Increase (Decrease)	(1,948,304)	(198,677)	981%	437,925	-445%
Transfers					
Transfers from	-	-		6,446	0%
Debt Service	(17,799)	(18,349)	97%	(17,805)	100%
Net Transfers	(17,799)	(18,349)	97%	(11,359)	157%
Net Operations	(1,966,103)	(217,025)	906%	426,566	-461%
Capital					
Capital Outlay	(531,932)	(442,653)	20%	(722,013)	74%
Non-Operating Revenue	4,298	24,644	-83%	50,863	8%
Transfers from	-	-		-	-
Net Capital	(527,634)	(418,009)	26%	(671,150)	79%
Fund Balance Inc (Dec)	(2,493,737)	(635,034)	293%	(244,584)	1020%
Food and Beverage Gross Margin	700,840	1,281,187		1,938,849	36%
Food and Beverage Gross Margin %	12.4%	20.9%		21.8%	
Full Time Employees - per Budget	110.30	107.30		110.30	
Excise Tax	(803,012)	-		-	
Fund Balance					
Beginning Fund Balance	11,304,019	8,985,591		11,304,019	
Fund Balance Inc (Dec)	(2,493,737)	(635,034)		(244,584)	
Fund Balance Inc (Dec) for HQH	(350,671)	96,538		(226,000)	
Ending Fund Balance	8,459,611	8,447,095		10,833,435	
Strategic Goal (3 mo)	5,559,829	5,151,674		5,559,829	
Available for Strategy Goal	1,939,792	6,240,590		4,341,894	
Excess (Gap)	(3,620,037)	1,088,916		(1,217,935)	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Center for the Performing Arts

	Current Year to Date Actual March-09	2007-08 Prior Actual March-08	% of Prior Year	2008-09 Adopted Budget March-09	% of Annual Budget 75%
Operating					
Revenue	4,894,116	4,238,994	115%	6,776,667	72%
Revenue - Food and Beverage	1,386,269	1,182,155	117%	1,527,814	91%
Total Operating Revenue	6,280,385	5,421,149	116%	8,304,481	76%
Costs - Food and Beverage	(1,216,634)	(1,061,975)	115%	(1,313,085)	93%
Personal Services	(4,030,685)	(3,543,545)	114%	(5,751,698)	70%
Goods & Services	(1,445,737)	(1,338,029)	108%	(2,171,744)	67%
Total Operating Expenses	(6,693,055)	(5,943,549)	113%	(9,236,527)	72%
Net Operating Results	(412,670)	(522,400)	79%	(932,046)	44%
Non Operating					
Transient, Lodging Tax	784,983	855,299	92%	2,081,978	38%
Government Support City of Portland	-	-	#DIV/0!	737,449	0%
Non-Operating Revenue	112,488	248,497	45%	286,092	39%
Non-Operating Expense	(2,500)	(2,500)	100%	(2,500)	100%
	894,972	1,101,297	81%	3,103,019	29%
Support and Risk Management					
MERC Administration	(785,772)	(632,655)	124%	(1,047,699)	75%
Metro Support Services	(497,565)	(444,537)	112%	(663,408)	75%
Metro Risk Management	(148,368)	(160,526)	92%	(178,041)	83%
	(1,431,705)	(1,237,718)	116%	(1,889,148)	76%
Net Increase (Decrease)	(949,403)	(658,821)	144%	281,825	-337%
Transfers					
Transfers from	-	-		4,297	0%
Net Transfers	-	-		4,297	0%
Net Operations	(949,403)	(658,821)	144%	286,122	-332%
Capital					
Capital Outlay	(181,307)	(118,905)	152%	(435,000)	42%
Construction Management	(18)	(88)		-	-
Goods & Services	(8,075)	-		(225,000)	4%
Non-Operating Revenue	225,000	7,714	2917%	643,480	35%
Net Capital	35,600	(111,279)	-32%	(16,520)	-215%
Fund Balance Inc (Dec)	(913,803)	(770,100)	119%	269,602	-339%
Food and Beverage Gross Margin	169,636	120,180		214,729	79%
Food and Beverage Gross Margin	12.2%	10.2%		14.1%	
Full Time Employees - per Budget	46.40	44.40		46.40	
Fund Balance					
Beginning Fund Balance	7,785,999	7,099,082		7,785,999	
Fund Balance Inc (Dec)	(913,803)	(770,100)		269,602	
Ending Fund Balance	6,872,196	6,328,982		8,055,601	
Strategic Goal (6 mo)	4,618,264	4,093,382		4,618,264	
Available for Strategy Goal	6,007,690	5,519,829		7,193,096	
Excess (Gap)	1,389,426	1,426,447		2,574,832	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Convention Center Headquarter Hotel Project

	Current Year to Date Actual <u>March-09</u>	2007-08 Prior Actual <u>March-08</u>	% of Prior Year	2008-09 Adopted Budget <u>March-09</u>	% of Annual Budget <u>75%</u>
Operating					
Revenue	-	-	-	-	-
Personal Services	(21,949)	(13,350)	164%	(21,948)	100%
Goods & Services	(328,723)	(559,833)	59%	(950,196)	35%
<i>Meetings Expense</i>	(85)	(284)	30%	(200)	42%
<i>Developer Agreement I</i>	(4,274)	(300,028)	1%	(50,000)	9%
<i>Developer Agreement II</i>	-	-	-	-	-
<i>Communications Consulting</i>	(49,641)	(40,405)	123%	(125,000)	40%
<i>Construction Consulting</i>	(34,647)	-	-	(100,000)	35%
<i>Financial Consulting</i>	(37,450)	(100,145)	37%	(210,000)	18%
<i>Legal Consulting</i>	(199,701)	(1,708)	11696%	(400,000)	50%
<i>Management Consulting</i>	-	(23,129)	0%	(34,996)	0%
<i>Market Consulting</i>	(2,925)	(52,136)	6%	(30,000)	10%
<i>Project Management</i>	-	(41,999)	0%	-	-
	(350,671)	(573,182)	61%	(972,144)	36%
Non Operating					
Transient, Lodging Tax	-	-	-	-	-
Government Support City of Portland	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	-
Non-Operating Expense	-	-	-	-	-
	-	-	-	-	-
Support and Risk Management					
MERC Administration	-	-	-	-	-
Metro Support Services	-	-	-	-	-
Metro Risk Management	-	-	-	-	-
	-	-	-	-	-
Net Increase (Decrease)	(350,671)	(573,182)	61%	(972,144)	36%
Transfers					
Intrafund Transfers	-	-	-	-	-
Transfers to	-	-	-	-	-
Transfers from	-	669,720	0%	746,144	0%
Debt Service	-	-	-	-	-
Net Transfers	-	669,720	0%	746,144	0%
Net Operations	(350,671)	96,538	-363%	(226,000)	155%

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
MERC Administration

	Current Year to Date Actual March-09	2007-08 Prior Actual March-08	% of Prior Year	2008-09 Adopted Budget March-09	% of Annual Budget 75%
Operating					
Revenue	13,407	14,713	91%	38,500	35%
Personal Services	(1,605,325)	(1,252,822)	128%	(2,181,050)	74%
Goods & Services	(288,110)	(339,622)	85%	(693,088)	42%
Net Operating Expenses	(1,880,027)	(1,577,730)	119%	(2,835,638)	66%
Non Operating					
Non-Operating Revenue	26,406	25,381	104%	24,195	109%
Non-Operating Expense	-	-	-	-	-
	26,406	25,381	104%	24,195	109%
Support and Risk Management					
MERC Administration	2,182,698	1,807,587	121%	2,910,274	75%
	2,182,698	1,807,587	121%	2,910,274	75%
Net Increase (Decrease)	329,077	255,238	129%	98,831	333%
Net Transfers	-	-	-	-	-
Net Operations	329,077	255,238	129%	98,831	333%
Capital					
Capital Outlay	(50,947)	(101,917)	50%	(145,712)	35%
Non-Operating Revenue	-	1,218	0%	-	-
Net Capital	(50,947)	(100,699)	51%	(145,712)	35%
Fund Balance Inc (Dec)	278,130	154,540	180%	(46,881)	-593%
Full Time Employees - per Budget	22.00	21.00		22.00	
Excise Tax	(965)	-		-	
Fund Balance					
Beginning Fund Balance	910,754	684,346		910,754	
Fund Balance Inc (Dec)	278,130	154,540		(46,881)	
Ending Fund Balance	1,188,884	838,886		863,873	
Strategic Goal (6 mo)	1,437,069	1,081,683		1,437,069	
Available for Strategy Goal	988,748	650,273		687,641	
Excess (Gap)	(448,321)	(431,410)		(749,428)	

MERC
Quarterly Contract Report

Contract/PO #	Vendor	Entered	Expiration	Amount	Contact	Description	Dept
926543	Tickets.com Inc	6/1/2005	3/20/2009	3,505	C Isham	Annual Protobase eXpress Support	OCC Guest Ser
926543	Tickets.com Inc	6/1/2005	3/20/2009	11,399	C Isham	Annual ProVenue/Protobase Support	OCC Guest Ser
926543 Total	Tickets.com Inc			14,904			
1117	PROPHIX Software Inc	12/1/2007	12/31/2009	5,375	C Hill	Budget SoftwareAmend #1	MERC
1117 Total	PROPHIX Software Inc			5,375			
1123	Steamers Steam Cleaning Inc	12/17/2007	12/31/2009	26,000	M Uchtman	OCC Semi Annual Kitchen/Cafe Hood Cleaning	OCC Ops
1123 Total	Steamers Steam Cleaning Inc			26,000			
1124	Performance Systems Integration Corporation	12/17/2007	12/31/2009	21,525	M Uchtman	OCC Annual Fire Alarm System Testing 2009	OCC Ops
1124 Total	Performance Systems Integration Corporation			21,525			
1132	Metro Safety and Fire	12/21/2007	12/31/2009	2,725	M Uchtman	OCC Semi An Kitchen Fire Suppression Testing	OCC Ops
1132 Total	Metro Safety and Fire			2,725			
1134	Cascade Fire Protection Co.	1/7/2008	12/31/2009	7,040	M Uchtman	OCC Annual Fire Sprinkler Sys Testing 09	OCC Ops
1134 Total	Cascade Fire Protection Co.			7,040			
1135	Garfield Traub Ashforth LLC	12/26/2007	4/18/2009	50,000	J Hoffman	HQH DDA Reimbursable Expenses	MERC
1135 Total	Garfield Traub Ashforth LLC			50,000			
1137	General Tree Service	1/1/2008	12/31/2009	38,229	M Uchtman	OCC 2009 Grounds & Landscaping Services	OCC Ops
1137 Total	General Tree Service			38,229			
1174	Orrick, Herrington & Sutcliffe LLP	4/15/2008	8/31/2009	50,000	J Hoffman	Orrick HQH Legal Amend 2	MERC
1174 Total	Orrick, Herrington & Sutcliffe LLP			50,000			
1212	Guitar Center Management	7/25/2008	2/28/2009	5,750	Chuck Dills	CO #1 OCC AV Purchase (Video)	OCC Ops
1212 Total	Guitar Center Management			5,750			
1217	Metropolitan Group LLC	6/11/2008	6/30/2009	24,000	J Hoffman	HQH Comm Amend #2	MERC
1217 Total	Metropolitan Group LLC			24,000			
1229	Griffith Roofing Co.	9/29/2008	4/30/2009	840	J Lipscomb	CO#2 - Keller Main & Upper Roof	PCPA Capital
1229 Total	Griffith Roofing Co.			840			
1230	Anderson Roofing Co., Inc	9/29/2008	3/17/2009	4,460	J Lipscomb	CO#1 - Keller Lower Mechanical Roof	PCPA Capital
1230 Total	Anderson Roofing Co., Inc			4,460			
1231	Cindy's Concrete, LLC	10/1/2008	4/30/2009	6,425	D Scorby	CO # 1 ASCH Emergency Sidewalk Repair	PCPA Capital
1231 Total	Cindy's Concrete, LLC			6,425			
1247	Cascade Acoustics, Inc	11/17/2008	2/28/2009	621	J Lipscomb	CO #1 - Cascade - OCC Ticket Booth	OCC Capital
1247 Total	Cascade Acoustics, Inc			621			
1248	Steel Tek Industries Inc	11/24/2008	4/30/2009	385	J Lipscomb	Co #2 - Steel Tek - OCC Ticket Booth - Countertop	OCC Capital
1248	Steel Tek Industries Inc	11/24/2008	4/30/2009	585	J Lipscomb	CO #1 - OCC Ticket Booth Counter Top	OCC Capital
1248 Total	Steel Tek Industries Inc			970			
1257	Brightworks NW LLC	1/15/2009	3/30/2009	5,000	H Peck	Hatfield Hall - LEED Feas Analysis	PCPA Capital
1257 Total	Brightworks NW LLC			5,000			
1258	Arrow Mechanical Contractors	1/16/2009	3/30/2009	7,798	H Peck	Expo Restroom Heaters Replacement	Expo Capital
1258 Total	Arrow Mechanical Contractors			7,798			
1259	Johnson Controls Inc	3/24/2009	1/31/2011	15,000	D Scorby	A/C maintenance for PCPA annual	PCPA Ops
1259 Total	Johnson Controls Inc			15,000			
1260	Anderson Roofing Co., Inc	1/30/2009	5/31/2009	5,000	D Scorby	Hatfield Hall - Emergency Roof Repair	PCPA Ops
1260 Total	Anderson Roofing Co., Inc			5,000			
1261	EROI Inc.	2/3/2009	1/15/2010	5,000	M. Rotchford	Expo Web Design	Expo Admin
1261 Total	EROI Inc.			5,000			
1262	Christie Lites Seattle	2/6/2009	6/30/2009	12,696	R Walker	AV Rental Equipment for YGP show	OCC Ops
1262 Total	Christie Lites Seattle			12,696			
1264	Cabell Mercer Group LLC	2/26/2009	9/30/2009	38,125	J Hoffman	FOTA Assess	MERC
1264 Total	Cabell Mercer Group LLC			38,125			
1265	Canon Financial Services Inc	2/24/2009	2/28/2014	20,000	R Williams	Canon Color Printer for Event Services	PCPA Admin
1265 Total	Canon Financial Services Inc			20,000			
1266	L & M Glass	2/27/2009	3/31/2009	1,427	J Lipscomb	OCC Ticket Booth - Window	OCC Capital
1266 Total	L & M Glass			1,427			
1267	PDExposed	3/2/2009	2/23/2009	12,000	J. McLaughlin	CWA Filming	Aramark
1267 Total	PDExposed			12,000			
1270	Midpoint International Inc.	3/24/2009	7/31/2009	59,810	P Stanley	OCC - Recycle Containers	OCC Ops
1270 Total	Midpoint International Inc.			59,810			
1271	Labor Ready Northwest Inc	3/23/2009	6/30/2009	6,000	J Caldwell	Expo Swap Meeting Staffing	Expo Ops
1271 Total	Labor Ready Northwest Inc			6,000			
PO - 1227	Pacific Office Automation	3/11/2009	3/3/2009	1,050	J Baker	Amend Pacific Office Automation Contract	PCPA Admin
PO - 1227 Total	Pacific Office Automation			1,050			
PO - 1225	D & F Plumbing	3/10/2009	6/30/2009	3,449	M Uchtman	OCC Misc Plumbing Repairs	OCC Ops
PO - 1225 Total	D & F Plumbing			3,449			
PO - 1183	Portland Business Journal	1/6/2009	1/5/2009	5,500	M Pizzuti	full page ad in The Book of Lists	OCC Sales
PO - 1183 Total	Portland Business Journal			5,500			
PO - 1229	Environmental Controls Corp	3/17/2009	3/11/2009	5,702	M Uchtman	OCC - AHU 4 VFD Emergency Replacement	OCC Ops
PO - 1229 Total	Environmental Controls Corp			5,702			
PO - 1228	Pacific Star Communications	3/11/2009	3/3/2009	10,006	M Siegler	OCC Network 1 Gigabit Bandwidth Upgrade	MERC
PO - 1228 Total	Pacific Star Communications			10,006			
PO - 1202	Tri Phase Electric Supply Co LLC	2/6/2009	6/30/2009	28,739	M Uchtman	OCC Hall A/A1 & Tower Lighting Control Project - Capital	OCC Ops
PO - 1202 Total	Tri Phase Electric Supply Co LLC			28,739			
Grand Total				501,166			

**MERC Commission Meeting
Oregon Convention Center
Monthly Report**

**OCC EVENT REVENUE ANALYSIS
MARCH 2009**

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Status	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Clin	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OCC MAR 2009 MISC NON-EVENT ACTIVITIES/BILLINGS	03/01/09	1	Accounting/Non-Event	Accounting/Non-Event	Accounting/Non-Event	Settled		0	31	0		\$0	\$235	\$759	\$139,714	\$0	\$0	\$0	\$0	\$0	\$0	\$3,278	\$0	\$0	\$143,986
Specialty Coffee Association of America: US Barista Championship	03/05/09	800	New	Competition	Convention	Settled	National	249,330	3	4	TRUE	\$0	\$8,452	\$50	\$0	\$800	\$0	\$7,148	\$918	\$0	\$0	\$0	\$10,350	\$0	\$27,718
Mutual of Enumclaw Annual Agents Meeting	03/03/09	49	New	Meeting/Seminar	Meeting	Settled	Local	4,005	1	0		\$0	\$1,570	\$0	\$196	\$0	\$100	\$204	\$0	\$0	\$0	\$0	\$485	\$0	\$2,555
Portland Roadster Show - 53rd Annual	03/06/09	10,101	Repeat	Trade Show	Consumer Pub	Settled	Local	891,489	3	2		\$0	\$0	\$51,200	\$0	\$0	\$1,895	\$6,754	\$850	\$0	\$1,993	\$3,250	\$56,758	\$9,303	\$132,004
Classic Wines Auction 2009	03/07/09	750	Repeat	Auction	Miscellaneous	Settled	Local	126,969	1	5		\$0	\$77,171	\$0	\$0	\$0	\$14,530	\$3,392	\$540	\$0	\$0	\$2,390	\$300	\$7,624	\$105,947
Creating Keepsakes Scrapbook Convention (CKC) - Portland 2009	03/06/09	3,144	Repeat	Consumer/Public Show	Consumer Pub	Settled	State	294,823	2	2		\$0	\$0	\$30,236	\$0	\$0	\$2,419	\$4,631	\$225	\$0	\$0	\$1,595	\$20,564	\$1,487	\$61,156
SHRM 2009 - Seventh Annual Labor & Employment Law Conference	03/04/09	180	New	Meeting/Seminar	Meeting	Settled	Local	16,323	1	0		\$0	\$12,541	\$0	\$1,008	\$0	\$1,613	\$25	\$0	\$0	\$0	\$0	\$1,000	\$0	\$16,187
Rasmussen Mercedes 2009 GLK Salon Show	03/04/09	400	Repeat	Reception	Food & Beverage	Settled	Local	17,100	1	0		\$0	\$18,587	\$0	\$786	\$0	\$5,295	\$778	\$0	\$0	\$0	\$165	\$3,350	\$1,356	\$30,317
Travelers' Agency Product Fair	03/05/09	110	New	Meeting/Seminar	Meeting	Settled		6,300	1	0		\$0	\$3,477	\$0	\$0	\$0	\$305	\$0	\$0	\$0	\$0	\$0	\$1,600	\$225	\$5,607
Oregon Governor's Safety & Health Conference (GOSH Conference)	03/10/09	2,000	Repeat	Annual Convention/Conference	Convention w/	Settled	State	552,002	3	4	TRUE	\$0	\$108,251	\$7,023	\$1,328	\$705	\$32,567	\$10,385	\$1,375	\$733	\$0	\$1,100	\$32,610	\$5,031	\$201,108
Alice Awards & Auction 2009	03/07/09	697	Repeat	Auction	Food & Beverage	Settled	Local	26,428	1	0		\$0	\$34,415	\$60	\$256	\$465	\$3,535	\$269	\$0	\$0	\$0	\$275	\$0	\$1,105	\$40,380
Northwest Promotional Marketing Association: NWPMA Spring Showcase 2009	03/10/09	0	New	Annual Convention/Conference	Convention w/	Settled	Regional	128,523	2	1	TRUE	\$0	\$6,190	\$1,615	\$0	\$30	\$170	\$6,005	\$298	\$108	\$0	\$275	\$4,700	\$902	\$20,293
American Numismatic Association: National Money Show	03/13/09	7,459	New	Trade Show	Convention w/	Settled	National	500,589	3	4	TRUE	\$0	\$10,025	\$33,268	\$0	\$0	\$2,650	\$15,692	\$7,334	\$300	\$0	\$7,150	\$23,340	\$1,475	\$101,233
2009 Northwest Apparel & Footwear Material Show	03/11/09	500	Repeat	Trade Show	Tradeshaw	Settled	Regional	255,656	2	1		\$0	\$20,676	\$5,677	\$0	\$0	\$456	\$1,434	\$0	\$380	\$0	\$910	\$6,000	\$780	\$36,313
Getting Started with Dreamweaver and CSS	03/10/09	115	New	Meeting/Seminar	Meeting	Settled	Local	6,300	1	0		\$0	\$0	\$0	\$0	\$0	\$240	\$0	\$0	\$0	\$0	\$0	\$1,600	\$0	\$1,840
SDR presents Kathleen Kenfield	03/10/09	33	New	Meeting/Seminar	Meeting	Settled	Local	2,340	1	0		\$0	\$387	\$0	\$0	\$0	\$188	\$0	\$0	\$0	\$0	\$0	\$680	\$0	\$1,255
St. Paddy's Open National Cheer & Dance Championships 2009	03/13/09	6,997	Repeat	Sporting Event/Athletics	Consumer Pub	Settled	Local	389,328	3	1	TRUE	\$0	\$6,812	\$33,315	\$100	\$8,495	\$21,214	\$2,484	\$1,523	\$246	\$1,694	-\$937	\$21,240	\$12,144	\$108,330
Chess for Success	03/13/09	0	Repeat	Competition	Miscellaneous	Settled	Local	76,216	2	0		\$0	\$0	\$7,743	\$0	\$75	\$0	\$237	\$0	\$0	\$0	\$165	\$3,660	\$0	\$11,880
Reliv Business Opportunity Meeting	03/13/09	180	New	Meeting/Seminar	Meeting	Settled		7,500	2	0		\$0	\$95	\$0	\$0	\$30	\$1,340	\$79	\$0	\$0	\$0	\$0	\$2,180	\$125	\$3,849
Oregon Law Institute Seminar - 2009 Two Half Day Probate Programs	03/13/09	150	Repeat	Meeting/Seminar	Meeting	Settled		4,000	1	0		\$0	\$1,519	\$0	\$72	\$0	\$200	\$79	\$0	\$0	\$0	\$0	\$1,000	\$0	\$2,870
IAHB Terry Real Workshop	03/13/09	187	New	Meeting/Seminar	Meeting	Settled	Local	7,390	2	0		\$0	\$3,048	\$0	\$0	\$0	\$630	\$23	\$0	\$0	\$0	\$25	\$2,150	\$0	\$5,876
Oregon College of Art & Craft Art on the Vine Dinner Auction	03/14/09	350	Repeat	Auction	Food & Beverage	Settled	Local	31,500	1	1		\$0	\$27,245	\$278	\$156	\$267	\$1,951	\$760	\$0	\$0	\$0	\$3	\$1,887	\$1,248	\$33,794
Catholic Charities 2009 Annual Celebration	03/14/09	858	Repeat	Auction	Food & Beverage	Settled		35,658	1	0		\$0	\$61,048	\$1,656	\$840	\$520	\$5,212	\$587	\$0	\$0	\$0	\$275	\$0	\$2,279	\$72,416
IEC Oregon NEC Code Change Course	03/14/09	75	Repeat	Training	Meeting	Settled	Local	3,204	1	0		\$0	\$65	\$0	\$0	\$0	\$550	\$0	\$0	\$0	\$0	\$0	\$925	\$0	\$1,540
Millie Lewis AMTC Direct Portland	03/14/09	30	Repeat	Meeting/Seminar	Meeting	Settled	Local	2,456	2	0		\$0	\$65	\$0	\$0	\$0	\$650	\$0	\$0	\$0	\$0	\$0	\$810	\$0	\$1,525
Salvados Para Servir Ministerios	03/15/09	400	Repeat	Service	Meeting	Settled	Local	8,200	1	0		\$0	\$65	\$0	\$0	\$250	\$406	\$379	\$0	\$0	\$0	\$165	\$1,575	\$0	\$2,840
American Red Cross Breakfast of Champions	03/17/09	480	Repeat	Breakfast	Food & Beverage	Settled	Local	60,000	1	1		\$0	\$12,483	\$0	\$306	\$0	\$2,315	\$1,662	\$0	\$0	\$0	\$455	\$1,100	\$1,596	\$19,917
Rehearsal Space for Untitled Crowley Project	03/16/09	10	Repeat	Film/Photoshoot	Meeting	Settled		22,389	18	0		\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250	\$0	\$2,400
Franklin Covey "FOCUS: Achieving Your Highest Priorities"	03/17/09	20	New	Meeting/Seminar	Meeting	Settled	Local	1,386	1	0		\$0	\$495	\$0	\$0	\$20	\$95	\$23	\$0	\$0	\$0	\$33	\$405	\$0	\$1,071

OCC EVENT REVENUE ANALYSIS
MARCH 2009

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Status	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Clin	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
INTERFACE	03/18/09	500	Repeat	Trade Show	Tradeshows	Settled	Local	38,400	1	1		\$0	\$21,366	\$638	\$0	\$0	\$2,058	\$4,009	\$2,089	\$0	\$0	\$190	\$5,550	\$1,168	\$37,067
Metro Multifamily Housing Association - 2009 Maintenance Fair	03/19/09	450	New	Meeting/Seminar	Tradeshows	Settled	Local	97,207	1	1		\$0	\$13,814	\$0	\$0	\$150	\$3,844	\$3,176	\$0	\$54	\$0	\$275	\$3,220	\$281	\$24,813
RMLS Trade Fair 2009	03/19/09	1,100	Repeat	Trade Show	Tradeshows	Settled	Local	94,904	1	1		\$0	\$4,183	\$694	\$0	\$0	\$1,066	\$6,015	\$1,440	\$126	\$0	\$275	\$3,235	\$598	\$17,632
Gonzaga Alumni Reception	03/19/09	575	New	Reception	Food & Beverage	Settled	Regional	11,340	3	0		\$0	\$23,234	\$928	\$0	\$0	\$305	\$0	\$0	\$0	\$0	\$360	\$0	\$600	\$25,426
Honda Insight Ride and Drive	03/19/09	160	New	Meeting/Seminar	Meeting	Settled		26,577	2	0		\$0	\$7,344	\$0	\$424	\$90	\$0	\$1,888	\$0	\$0	\$0	\$0	\$4,800	\$450	\$14,996
Mary Kay Career Conference 2009	03/20/09	1,500	Repeat	Annual Convention/Conference	Convention	Settled	National	258,023	2	1	TRUE	\$0	\$11,908	\$8,696	\$0	\$240	\$650	\$4,178	\$695	\$0	\$0	\$850	\$10,660	\$1,472	\$39,349
Oregon Law Institute Seminar - Bankruptcy Law for the Non-Specialist	03/20/09	200	Repeat	Meeting/Seminar	Meeting	Settled		4,700	1	0		\$0	\$2,280	\$0	\$80	\$0	\$300	\$79	\$0	\$0	\$0	\$0	\$1,000	\$0	\$3,739
Sharodan	03/20/09	200	New	Trade Show	Tradeshows	Settled	Local	2,916	2	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$209	\$840	\$0	\$1,049
My Girlfriend's House Trade Show	03/20/09	2,000	Repeat	Exhibits	Tradeshows	Settled	National	8,000	2	0		\$0	\$0	\$0	\$0	\$0	\$0	\$79	\$0	\$0	\$0	\$0	\$2,200	\$0	\$2,279
Plumbers & Steamfitters Local 290 - Meeting	03/21/09	1,000	New	Meeting/Seminar	Meeting	Settled	Local	12,600	1	0		\$0	\$1,275	\$0	\$0	\$150	\$570	\$79	\$0	\$0	\$0	\$165	\$3,200	\$0	\$5,439
Sixth International Integrated Pest Management Symposium 2009	03/24/09	500	New	Annual Convention/Conference	Convention	Settled	National	157,096	3	1	TRUE	\$0	\$93,775	\$5,560	\$0	\$265	\$15,847	\$2,121	\$970	\$0	\$0	\$1,099	\$25,075	\$1,448	\$146,159
Hawk Ridge Systems Meeting	03/25/09	25	Repeat	Meeting/Seminar	Meeting	Settled	National	937	1	0		\$0	\$684	\$0	\$0	\$30	\$80	\$0	\$0	\$0	\$0	\$0	\$275	\$0	\$1,069
Northwest Foodservice Show	03/29/09	6,600	Repeat	Annual Convention/Conference	Convention w/	Settled	Regional	1,037,653	2	4		\$0	\$4,164	\$0	\$5,550	\$0	\$7,722	\$46,529	\$5,500	\$4,938	\$0	\$1,100	\$44,700	\$7,462	\$127,665
BrickFest PDX 2009	03/27/09	3,950	New	Annual Convention/Conference	Convention w/	Settled	National	158,750	3	1	TRUE	\$0	\$0	\$5,919	\$0	\$400	\$300	\$474	\$0	\$0	\$636	\$1,204	\$4,400	\$902	\$14,234
Plumbers & Steamfitters Local 290 - Meeting	03/29/09	1,100	New	Meeting/Seminar	Meeting	Settled	Local	12,600	1	0		\$0	\$3,195	\$0	\$0	\$150	\$620	\$79	\$0	\$0	\$0	\$165	\$3,200	\$0	\$7,409
Hoffman Corporation Quarterly Meeting	03/31/09	88	Repeat	Meeting/Seminar	Corporate	Settled		1,875	1	0		\$0	\$612	\$0	\$0	\$0	\$255	\$0	\$0	\$0	\$0	\$0	\$545	\$0	\$1,412
		56,024						5,650,982	120	36		\$0	\$602,899	\$195,314	\$150,816	\$13,132	\$134,142	\$131,736	\$23,757	\$6,886	\$4,324	\$26,463	\$315,419	\$61,058	\$1,665,945

OREGON CONVENTION CENTER - EVENT REVENUE ANALYSIS BY 07/08 FISCAL YEAR

07/08 FY - BY MONTH	Actual Attend	Occupied Sq Feet	Event Days	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
JUL07	24,852	3,149,229	45		\$937,791	\$59,485	\$892	\$1,682	\$73,630	\$48,231	\$56,825	\$4,404	\$507	\$8,136	\$160,650	\$37,363	\$1,389,596
AUG07	27,275	6,230,911	42	\$0	\$495,021	\$119,464	\$2,040	\$3,095	\$50,374	\$81,894	\$58,280	\$10,781	\$0	\$16,164	\$362,464	\$26,522	\$1,226,100
SEP07	42,868	3,144,591	83	\$0	\$362,441	\$68,969	\$6,654	\$6,452	\$74,801	\$60,956	\$18,664	\$1,321	\$1,867	\$6,120	\$224,283	\$25,197	\$857,724
OCT07	62,132	5,979,490	114	\$0	\$948,733	\$149,476	\$12,592	\$14,145	\$143,156	\$103,173	\$21,154	\$5,896	\$2,097	\$16,350	\$390,792	\$70,415	\$1,877,979
NOV07	63,596	3,745,432	104	\$0	\$616,854	\$53,212	\$13,562	\$6,753	\$77,002	\$47,679	\$11,727	\$2,335	\$1,289	\$13,838	\$231,422	\$34,080	\$1,109,753
DEC07	22,438	2,405,635	62	\$0	\$479,231	\$5,400	\$8,674	\$6,636	\$54,351	\$26,178	\$19,483	\$99	\$0	\$6,358	\$114,186	\$18,026	\$738,622
JAN08	85,026	9,100,865	73	\$0	\$401,497	\$1,531	\$45,389	\$7,123	\$91,506	\$190,759	\$22,651	\$51,883	\$19,534	\$9,279	\$593,190	\$77,872	\$1,512,214
FEB08	93,809	5,946,237	64	\$0	\$450,293	\$13,546	\$3,714	\$8,894	\$106,602	\$80,273	\$13,829	\$3,315	\$11,726	\$25,098	\$318,598	\$115,802	\$1,151,688
MAR08	41,467	5,250,436	60	\$0	\$555,095	\$7,243	\$5,669	\$11,365	\$82,957	\$143,713	\$42,327	\$11,938	\$1,547	\$9,768	\$268,063	\$47,657	\$1,187,341
APR08	89,074	6,055,189	127	\$0	\$1,238,186	\$19,297	\$15,899	\$6,740	\$161,739	\$137,725	\$36,883	\$11,042	\$1,267	\$21,240	\$366,710	\$62,535	\$2,079,262
MAY08	42,896	5,924,814	116	\$0	\$1,044,359	\$2,449	\$1,306	\$7,037	\$135,714	\$137,039	\$47,447	\$12,977	\$99	\$21,080	\$334,128	\$60,378	\$1,804,012
JUN08	22,068	2,792,081	92	\$0	\$342,822	\$7,435	\$4,063	\$4,404	\$73,232	\$41,712	\$19,417	\$7,083	\$0	\$6,706	\$143,108	\$41,865	\$691,845

**MERC Commission Meeting
Portland Exposition Center
Monthly Report**

Expo Center Event Analysis

March 2009

		Consumer	Trade	Misc.	Conv.	# of Events	Event Days	I/O Days	Use %	Attendance	Rental	Equipment	Concessions	Catering	Utilities	Parking	Total
Northwest Sturgeon Derby	6-7	1				1	2	1		850	3,450		3,912	17,225	144	5,341	30,072
Antique & Collectible Show	6-8	1				1	3	2		11,953	30,300	500	54,752		3,013	39,247	127,812
Spring RV Show of Shows	11-15	1				1	5	3		7,234	67,313		18,543	800	7,885	27,020	121,561
Rubber Stamp & Paper Arts Festival	21-22	1				1	2	1		960	4,500	150	1,706		265	3,546	10,167
Rose City Gun and Knife Show	20-22	1				1	3	2		8,263	14,420	500	16,900		1,010	34,040	66,870
Boys & Girls Clubs - Youth of the Year Banquet	28			1		1	1			1,250	2,725			15,619		2,622	20,966
Regional Innovation Forum	27-28			1		1	2	1		355	5,600	880		4,730	325	789	12,324
Roller Derby	28	1				1	1	1		1,969	2,900	2,100	12,291	493	797	4,558	23,139
2009 Energy Trust Better Living Show	27-29	1				1	3	5		20,492	20,914	250	28,253	2,726	12,340	50,953	115,436
MERC Media Training	30			1		1	1			21				187			187
		7		3		10	23	16	53%	53,347	152,122	4,380	136,357	41,780	25,779	168,116	528,534

FY 2008-09 Year to Date

July		4				4	13	10	29%	18,903	131,116	900	115,569	4,406	10,224	87,460	349,675
August		3				6	11	7	17%	12,106	44,824	6,573	54,633	36,664	2,616	27,676	172,986
September		7	1	4		12			42%	21,443	120,147	3,138	65,665	3,867	22,424	94,007	309,248
October		5	1	1		7	16	16	50%	30,675	134,225	1,840	115,458	11,234	31,287	137,523	431,567
November		8	1	1		10	29	25	66%	86,345	181,147	3,325	133,224	4,174	22,671	216,799	561,340
December		4		2		6	17	15	41%	36,513	94,245	1,550	126,758	1,171	11,024	133,049	367,797
January		6	1	7		14	32	15	90%	47,073	344,993	12,465	220,812	67,734	28,556	219,016	893,576
February		5		5		10	21	18	65%	80,093	186,992	2,260	411,629	27,557	49,936	290,688	969,062
March		7		3		10	23	16	53%	53,347	152,122	4,380	136,357	41,780	25,779	168,116	528,534
April																	
May																	
June																	
Total to Date		49	4	23	0	79	162	122	50%	386,498	1,389,811	36,431	1,380,105	198,587	204,517	1,374,334	4,583,785

Month to Month Comparison

		-1	0	0	0	-1	-4	-6	-6%	-2,130	-38,191	1,370	-6,323	-16,353	-2,688	-19,726	-81,911
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Year to Date Comparison

		-6	2	0	0	-1	-22	-33	-4%	-55,305	-22,364	-23,055	-192,863	-17,580	-12,760	-134,189	-402,811
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FY 2007-08

July		4		1		5	12	10	29%	22,736	100,025	2,175	126,488	6,775	9,629	88,870	333,962
August		6		3		9	11	10	19%	13,922	59,501	10,844	70,811	25,310	3,829	35,523	205,818
September		6	1	2		9	20	17	35%	25,755	107,607	4,483	72,824	2,028	22,764	92,211	301,917
October		6		6		12	23	18	64%	38,448	147,222	8,427	149,909	15,584	35,789	162,078	519,009
November		8	1	1		10	27	22	74%	81,074	167,095	4,460	83,682	20,276	27,587	204,822	507,922
December		6				6	17	12	31%	52,089	102,705	4,825	157,203	2,750	14,402	185,506	467,391
January		6		4		10	27	25	89%	54,856	324,294	20,009	260,081	65,284	19,321	241,785	930,774
February		5		3		8	20	19	86%	97,446	213,413	1,253	509,290	20,027	55,489	309,886	1,109,358
March		8		3		11	27	22	59%	55,477	190,313	3,010	142,680	58,133	28,467	187,842	610,445
April		8	1	3		12	21	23	51%	42,731	167,413	5,935	271,860	44,310	13,257	74,100	576,875
May		2	1	4		7	15	15	19%	15,968	62,194	3,675	26,556	79,436	7,088	44,398	223,347
June		3		1		4	7	6	9%	9,499	30,030	2,362	30,530	8,687	3,204	31,932	106,745
Total to Date		68	4	31	0	103	227	199	47%	510,001	1,671,812	71,458	1,901,914	348,600	240,826	1,658,953	5,893,563

**MERC Commission Meeting
Portland Center for the Performing Arts
Monthly Report**

PCPA MONTHLY ANALYSIS

MARCH 2009

VENUE NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
ASCH	2/28 to 3/2	Oregon Symphony	Itzhak Perlman	2	3	7,717	6,392	77%	\$252,575	\$10,525	\$12,175	\$11,186	\$539	\$7,816	\$42,241
	3/4	Double Tee	Kathy Griffin	0	2	3,792	4,000	72%	\$188,855	\$16,638	\$32,094	\$10,689	\$689	\$6,290	\$66,400
	3/7	Portland Youth Phil.	Winter Concert	0	1	1,580	1,456	52%	\$18,934	\$780	\$3,778	\$1,297	\$0	\$3,441	\$9,296
	3/8	Oregon Symphony	Inside the Score	1	1	1,387	1,810	65%	\$36,666	\$725	\$4,096	\$2,818	\$0	\$336	\$7,975
	3/9	World Affairs Council	Fareed Zakaria	0	1	1,964	1,863	67%	\$82,768	\$3,380	\$2,823	\$4,307	\$86	\$998	\$11,594
	3/11	Oregon Symphony	Auditions	0	1	0	0		\$0	\$5,200	\$797	\$0	\$0	\$0	\$5,997
	3/9 to 16	Oregon Symphony	Classical 10	3	3	4,036	3,656	44%	\$147,295	\$3,080	\$12,926	\$6,398	\$197	\$3,585	\$26,186
	3/15	Metro Youth Symphony	March in a Major Key	0	1	1,085	924	33%	\$13,363	\$1,420	\$3,996	\$1,620	\$0	\$200	\$7,236
	3/17	Portland Arts and Lectures	Scott Simon	0	1	2,150	2,417	87%	\$60,526	\$1,855	\$2,673	\$4,467	\$72	\$753	\$9,820
	3/18 to 19	Peaches Incorporated	Tyler Perry's Marriage Cou	0	2	2,446	2,336	42%	\$101,987	\$9,209	\$33,373	\$5,772	\$311	\$5,656	\$54,321
	3/20	Portland Symphonic Choir	Mozart's Requiem	0	1	1,345	1,298	47%	\$49,986	\$3,720	\$4,506	\$3,094	\$0	\$1,484	\$12,804
	3/17 to 22	Oregon Symphony	Pops 4	2	2	3,403	2,845	51%	\$129,057	\$1,690	\$8,348	\$4,979	\$0	\$3,117	\$18,134
	3/24	Double Tee	k.d. lang	0	1	1,588	1,585	57%	\$80,817	\$6,079	\$11,521	\$4,825	\$441	\$4,023	\$26,889
	3/27	Strut Productions	1964...The Tribute	0	1	1,249	1,255	45%	\$56,878	\$4,293	\$5,097	\$3,219	\$426	\$3,670	\$16,705
3/28	Pacific Arts Presents	Solid Gold Doo Wop	0	1	1,059	990	36%	\$66,062	\$4,986	\$7,098	\$3,739	\$405	\$2,288	\$18,516	
NEWMARK	3/1	Metro Youth Symphony	Spring Showcase	0	1	388	433	49%	\$5,185	\$640	\$2,113	\$758	\$0	\$73	\$3,584
	3/2	OHSU	Brain Awareness	0	1	491	0		\$0	\$1,395	\$1,395	\$519	\$0	\$0	\$3,309
	3/3	Friends of Chamber Music	Dawn Upshaw	0	1	772	813	92%	\$22,602	\$1,135	\$2,274	\$1,456	\$135	\$313	\$5,313
	3/4 to 22	Portland Opera	La Calisto	16	4	2,631	2,997	85%	\$140,340	\$4,853	\$19,550	\$5,245	\$0	\$4,087	\$33,735
	3/24	Oregon Historical Society	Robert Sutton	0	1	394	392	45%	\$17,552	\$1,135	\$1,203	\$996	\$19	\$134	\$3,487
	3/25	Portland Arts and Lectures	Terry Tempest Williams	0	1	620	631	71%	\$8,364	\$640	\$1,229	\$1,143	\$125	\$0	\$3,137
	3/27 to 29	New Space Entertainment	Girls Night Out	0	5	922	958	22%	\$38,840	\$6,350	\$15,931	\$2,202	\$208	\$1,688	\$26,379
	3/31	Oregon Symphony	Chamber Music	0	1	452	0		\$0	\$295	\$1,967	\$0	\$0	\$761	\$3,023
WINNINGSTAD	2/23 to 3/22	Oregon Children's Theatre	Honus & Me	7	32	7,616	10,303	99%	\$68,356	\$4,190	\$11,867	\$2,770	\$0	\$209	\$19,036
	2/21 to 3/14	Super Project Lab	Super Project Lab Improv	0	4	213	188	15%	\$1,770	\$1,200	\$13	\$329	\$0	\$0	\$1,542
A. HATFIELD HALL	3/9	PCPA Volunteers	Noontime Showcase	0	1	169	0		\$0	\$0	\$0	\$0	\$0	\$55	\$55
MISCELLANEOUS	March	ArtBar Café												\$20,691	\$20,691
	March	Keller Café												see April	\$0
	March	Aramark Catering												\$776	\$776
														\$0	\$0
		TOTALS		31	74	49,469	49,542	57%	\$1,588,778	\$95,413	\$202,843	\$83,828	\$3,653	\$72,444	\$458,181

Monthly Event and Attendance Summary
July 1, 2007 - June 30, 2008

MONTH	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	16	28,216	1	2,458	17	4,585	3	294	0	0	6	1,750	43	37,303
August	13	31,055	5	5,537	8	2,042	5	488	2	74	10	3,300	43	42,496
September	10	21,702	6	10,885	10	5,656	11	1,759	0	0	1	38	38	40,040
October	17	28,376	19	29,589	31	23,202	11	2,480	1	29	2	184	81	83,860
November	15	33,173	22	33,854	15	7,928	24	5,029	3	226	1	65	80	80,275
December	21	41,576	18	31,484	19	7,309	24	5,189	2	80	4	222	88	85,860
January	22	53,563	15	19,614	11	5,874	8	1,660	1	256	0	0	57	80,967
February	11	19,093	20	35,236	14	7,415	23	4,252	3	377	2	240	73	66,613
March	9	15,397	18	26,949	12	6,749	10	2,067	5	594	0	0	54	51,756
April													0	0
May													0	0
June													0	0
Total to Date	134	272,151	124	195,606	137	70,760	119	23,218	17	1,636	26	5,799	557	567,534

Other includes Main Street

Monthly Event and Attendance Summary
July 1, 2008 - June 30, 2009

Month	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	4	7,901	9	14,095	5	1,328	2	207	0	0	18	3,232	38	26,763
August	29	58,527	3	4,492	4	1,100	7	429	3	209	7	2,200	53	66,957
September	12	19,586	12	23,745	16	4,861	23	3,787	0	0	2	282	65	52,261
October	19	34,550	24	41,255	20	7,474	32	7,108	8	280	2	231	105	90,898
November	12	21,956	24	42,739	48	31,641	40	7,870	21	813	2	167	147	105,186
December	23	39,888	14	20,738	2	1,023	27	3,464	6	273	7	407	79	65,793
January	12	22,060	14	22,281	21	12,624	9	2,034	1	58	1	152	58	59,209
February	12	17,494	18	27,046	43	28,953	33	5,136	13	639	16	1,410	135	80,678
March	33	88,179	21	32,451	16	7,154	40	8,977	0	0	1	169	111	136,930
April													0	0
May													0	0
June													0	0
Total to Date	156	310,141	139	228,842	175	96,158	213	39,012	52	2,272	56	8,250	739	682,403

Other includes Main Street

Total to Date Change														
Events	22	37,990	15	33,236	38	25,398	94	15,794	35	636	30	2,451	182	114,869
Percentage	16%	14%	12%	17%	28%	36%	79%	68%	206%	39%	115%	42%	33%	20.2%

PCPA MONTHLY ANALYSIS

MARCH 2008

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	3/10 to 16	Live Nation	Twelve Angry Men	1	8	13,085	14,092	59%	\$526,927	\$24,525	\$28,994	\$42,276	\$0	\$11,046	\$106,841
ASCH	3/1	Portland Youth Phil.	Winter Concert	0	1	1,354	1,437	52%	\$17,851	\$755	\$3,501	\$719	\$0	\$841	\$5,816
	3/2	Oregon Symphony	Inside the Score	0	1	1,562	1,825	66%	\$38,360	\$885	\$4,461	\$3,194	\$0	\$416	\$8,956
	3/3	Fluid Images	Film Shoot	0	1	0	0	n/a	\$0	\$900	\$194	\$0	\$0	\$0	\$1,094
	3/5	White Bird	Stephen Petronio	1	1	1,840	1,909	69%	\$58,819	\$2,700	\$11,727	\$3,457	\$0	\$1,772	\$19,656
	3/7	Metro Youth Symphony	The Russians are Coming	0	1	1,126	843	30%	\$14,256	\$1,800	\$3,875	\$1,483	\$0	\$1,442	\$8,600
	3/8 to 10	Oregon Symphony	Classical 10	2	3	5,159	4,449	53%	\$169,329	\$2,805	\$11,044	\$7,786	\$0	\$4,053	\$25,688
	3/11	Portland Arts & Lectures	Sondheim/Rich	0	1	2,055	2,252	81%	\$57,271	\$1,800	\$2,798	\$3,685	\$0	\$635	\$8,918
	3/12	Portland Symph Choir	PDQ Plays Portland	1	1	861	802	29%	\$36,073	\$4,095	\$5,047	\$2,042	\$272	\$868	\$12,324
	3/13	Outback Concerts	George Lopez	0	1	2,381	2,379	86%	\$139,641	\$8,000	\$6,441	\$7,904	\$1,177	\$6,820	\$30,342
	3/15 to 17	Oregon Symphony	Pops 5 Women in Blues	1	3	3,554	3,361	40%	\$154,236	\$7,085	\$12,035	\$5,882	\$771	\$5,506	\$31,279
	3/19	World Affairs Council	Vicente Fox	0	1	1,521	1,541	55%	\$50,613	\$3,245	\$3,591	\$2,930	\$45	\$839	\$10,650
	3/28	Strut Productions	1964 - The Tribute	0	1	1,449	1,462	53%	\$65,594	\$4,951	\$7,576	\$3,713	\$490	\$3,464	\$20,194
3/29 to 31	Oregon Symphony	Classical 11	3	3	4,087	3,651	44%	\$133,697	\$2,985	\$11,915	\$6,389	\$0	\$3,572	\$24,861	
NEWMARK	3/1	Portland Gay Men's Ch.	Movie Madness	0	1	792	791	90%	\$20,850	\$1,100	\$4,828	\$1,253	\$0	\$443	\$7,624
	3/2	Metro Youth Symphony	Spring Concert	0	1	483	497	57%	\$6,576	\$620	\$2,559	\$746	\$0	\$179	\$4,104
	3/3	OHSU Neuro. Sciences	Larry Cahill	0	1	703	827	94%	\$14,296	\$1,750	\$661	\$1,318	\$96	see ArtBar	\$3,825
	3/4	Portland Arts & Lectures	Eavan Boland	0	1	220	221	25%	\$3,333	\$620	\$861	\$387	\$105	see ArtBar	\$1,973
	3/7	True West	Belly Dance Superstars	0	1	420	412	47%	\$18,237	\$1,235	\$3,054	\$1,032	\$390	\$409	\$6,120
	3/8	American Dance Awards	American Dance Awards	0	1	1,012	0	n/a	\$0	\$1,600	\$4,825	\$0	\$202	see ArtBar	\$6,627
	3/9 to 10	Portland Piano Int'l.	Michael Roll	0	2	1,020	1,383	79%	\$27,180	\$2,200	\$2,811	\$1,702	\$0	\$459	\$7,172
	3/11	OHSU Neuro. Sciences	Tamara Hayes	0	1	421	0	n/a	\$0	\$2,005	\$457	\$0	\$38	see ArtBar	\$2,500
	3/14	Seattle Theatre Group	Rufus Wainwright	0	1	592	729	83%	\$32,125	\$1,235	\$2,103	\$1,818	\$0	\$193	\$5,349
	3/24	Portland Arts & Lectures	Edward Hirsch	0	1	232	237	27%	\$3,555	\$620	\$868	\$415	\$87	see ArtBar	\$1,990
	3/29	House of Blues	Jim Norton	0	1	316	271	31%	\$7,995	\$1,235	\$1,755	\$452	\$210	see ArtBar	\$3,652
3/30 & 4/1	Portland Piano Int'l.	Angela Hewitt	0	2	1,509	1,567	89%	\$41,259	\$2,200	\$3,467	\$2,503	\$1,021	\$309	\$9,500	
WINNINGSTAD	3/1	Miss Emily Productions	Emily Saxe	0	1	91	21	7%	\$315	\$720	\$1,219	\$37	\$16	\$85	\$2,077
	3/7 to 8	MAGPI	Defending the Caveman	0	3	822	825	94%	\$34,959	\$1,905	\$3,014	\$1,979	see ArtBar	\$6,898	
	3/10	Oregon Children's Th.	Staged Reading	0	1	89	0	n/a	\$0	\$170	\$376	\$0	\$0	\$546	
	3/14 to 15	Portland Taiko	From the Village	2	3	756	788	90%	\$16,122	\$2,610	\$2,753	\$1,182	\$124	see ArtBar	\$6,669
	3/27	AIGA	Tradeshaw & Seminar	0	1	89	77	26%	\$1,119	\$630	\$819	\$135	\$0	\$2,674	\$4,258
BRUNISH HALL	3/8	The Library Foundation	Tomas and Library Lady	0	2	79	0	n/a	\$0	\$0	\$567	\$0	\$0	\$0	\$567
	3/30	Canadian Consulate	Private Reception	0	1	50	0		\$0	\$0	\$0	\$0	\$0	\$1,177	\$1,177
ROTUNDA	3/6	First Thursday	Reception	0	1	25								\$644	\$644
ARTBAR	March													\$19,419	\$19,419
KELLER CAFÉ	March													\$8,698	\$8,698
														\$0	\$0
		TOTALS		11	54	49,755	48,649	58%	\$1,690,588	\$88,986	\$150,196	\$106,419	\$5,044	\$75,963	\$426,608