

**MERC Commission Meeting**  
**June 24, 2009**  
**12:30 – 2:00 PM**  
**Oregon Convention Center**  
**777 NE Martin Luther King Jr. Blvd.**  
**Room A 107-08**



**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**MEETING:** Metropolitan Exposition Recreation Commission  
**DATE:** Wednesday, June 24, 2009  
**TIME:** 12:30 PM  
**LOCATION:** Oregon Convention Center  
Room A 107-08  
777 NE Martin Luther King, Jr. Blvd.  
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 May 27, 2009 Meeting Minutes

**4.0 MERC GENERAL BUSINESS**

- 4.1 Resolution 09 - 09** For the Purpose of Approving a Contract for Elevator and Escalator Maintenance at the Oregon Convention Center Jeff Blosser
- 4.2 Resolution 09 - 10** For the Purpose of Approving a Contract for Architectural Services for the Arlene Schnitzer Concert Hall Main Street Project Heather Peck
- 4.3** Columbia River Crossing Project/Expo Master Plan Update Cheryl Twete
- 4.4** Headquarters Hotel Update Cheryl Twete
- 4.5** MERC Food and Beverage Management Services RFP Update Jeff Blosser
- 4.6** FY 2009-10 Fiscal Year Proposed Budget Update K Taylor/C Hill
- 4.7** May 2009 Financial Report Kathy Taylor

**5.0 MERC VENUES - BUSINESS REPORTS**

- 5.1** Oregon Convention Center Monthly Business Report Jeff Blosser
- 5.2** Oregon Convention Center Solar Project RFP Update Jeff Blosser
- 5.3** Portland Metropolitan Exposition Center Monthly Business Report Chris Bailey
- 5.4** Portland Center for the Performing Arts Monthly Business Report Lori Leyba Kramer

**6.0 CHIEF EXECUTIVE OFFICER COMMUNICATION**

**6.1** General Updates David Woolson

**7.0 COMMISSION BUSINESS**

- 7.1 Resolution 09-11** Election of MERC Commission Officers for FY 2009-2010 Don Trotter
- 7.2** Commissioner Comments

**ADJOURNMENT**

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

**MERC Commission Meeting  
Consent Agenda**

**Metropolitan Exposition Recreation Commission  
Meeting Minutes**



May 27, 2009

Portland Exposition Center: Rooms 202-204

<b>Present:</b>	Don Trotter (Chair), Janice Marquis, Gary Reynolds, Elisa Dozono, Ray Leary, Yvonne McClain,
<b>Absent:</b>	Gary Conkling - excused
	The regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Trotter at the Portland Exposition Center at 12:30 p.m.
<b>1.0</b>	<b><u>QUORUM CONFIRMED</u></b> <ul style="list-style-type: none"> <li>• A quorum of Commissioners was present.</li> </ul>
<b>2.0</b>	<b><u>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</u></b> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>3.0</b>	<b><u>CONSENT AGENDA</u></b>
<b>3.1</b>	<b>Approval of April 22, 2009 Regular Meeting Minutes</b> <ul style="list-style-type: none"> <li>• A motion was made by Commissioner Reynolds and seconded by Commissioner Marquis that the Consent Agenda be approved as presented.</li> </ul> <p style="margin-left: 40px;">VOTING:     Aye: 5                              Nay: 0                              Motion passed</p>
<b>4.0</b>	<b><u>MERC GENERAL Business</u></b>
<b>4.1</b>	<b>Travel Portland Third Quarter Report FY 2008-2009</b> <ul style="list-style-type: none"> <li>• Jeff Miller presented the Travel Portland Third Quarter Report, a copy of which is included as part of this meeting record. He expressed his excitement about the anticipated attendance of Commissioners at the upcoming familiarization tour. He reviewed the financial impacts of Travel Portland events at the Oregon Convention Center and noted two cancellations that occurred during the third quarter. Jeff Miller reviewed marketing strategies that are being undertaken at Travel Portland and noted the goals, lead conversions, return on investment, room rates and revenue statistics.</li> <li>• Commissioner Reynolds asked Jeff Miller what he has observed regarding the magnitude of the transient lodging tax (TLT) decrease. Jeff Miller responded by saying the Travel Portland board has suggested they budget a 15% reduction in their planning for next year. He noted that the TLT revenue coming to OCC should remain relatively stable because it is protected by the consumer price index.</li> <li>• Jeff Miller continued his report by summarizing the challenges being faced by hoteliers and discussed Travel Portland outreach efforts through their three city alliance.</li> <li>• Commissioner Marquis asked who is invited to the three city alliance meeting in Toronto. Jeff Miller answered that the three city alliance hosts a party for meeting planners while they are at the ASAE Convention.</li> <li>• Commissioner McClain asked if Smith Travel is really predicting a 1.5% increase in 2010 for the average daily rate. Jeff Miller answered that Smith Travel is looking at the whole country and Portland has typically lagged a bit behind in shifts such as these.</li> <li>• Chair Trotter thanked Jeff Miller for his report.</li> </ul>
<b>4.2</b>	<b>Resolution 09-06 for the Purpose of Adopting New Resident Company User Fee Rates and Rental Rates for Resident Companies and Non-Profit Users at the Portland Center for the Performing Arts effective July 1, 2009</b> <ul style="list-style-type: none"> <li>• Robyn Williams introduced Resolution 09-06, a copy of which is included as part of this</li> </ul>

meeting record. She noted that in 1995, PCPA established a special rate and fee structure for resident companies. She stated that PCPA's resident companies are facing serious financial hardship at this time and are seeking assistance. She noted the dramatic steps the resident companies have taken to cut costs. She introduced the proposed cut in user fees and the proposed gradual increases to eventually return them to current levels. She also introduced the proposed rental rate structure. She also recommended that the resident companies be charged no interest on past due accounts for the next three years.

- Commissioner Dozono joined the meeting.
- Robyn Williams added that these measures are anticipated to decrease the PCPA budget by \$346k in the upcoming fiscal year. She recommended that the Commission adopt Resolution 09-06 as presented.
- Commissioner Leary asked if the youth groups were in dire need of assistance as well as the resident companies. Robyn Williams answered that in speaking with the youth groups that the proposed assistance makes the most sense at this time.
- Commissioner Marquis added that it seems like all of the groups are struggling, but wondered if it would make sense to end the proposal in 2012. Robyn Williams answered that it made more sense for PCPA to have a long range plan to help with budgeting and planning. She added that they can always return to the Commission if circumstances change.
- Commissioner McClain asked if PCPA can modify contracts with each organization to include information on PCPA's rights to make recommendations. Robyn Williams responded that PCPA contracts with the companies each season, so there are ample opportunities to have these conversations.
- Chair Trotter asked why the item regarding interest on past due accounts was included in the staff report but not in the resolution. Kathy Taylor answered that this is not included as part of the resolution because the MERC General Manager has the authority to make this concession and it is not a Commission duty. Chair Trotter asked if the youth groups have specifically asked for assistance from PCPA. Robyn Williams answered that these group get many more subsidies and have not asked for specific assistance.
- Chair Trotter invited public testimony on this topic, the full text of which is attached as a part of this meeting record.
  - Jim Fullan: Director of Marketing and Public Relations for the Portland Opera
  - Elaine Calder: President of the Oregon Symphony
  - Jennifer Yocum: Director of Arts and Culture for Mayor Sam Adams, City of Portland
  - Jon Ulsh: Executive Director of the Oregon Ballet Theater
- Commissioner Reynolds added that the Budget Committee, in undertaking due diligence on the request, requested audited financial statements and interim financial statements as well as a summary of the actions that each group has been taking to reduce expenses. He noted that they are under significant pressure and it does appear that they are taking substantial actions to reduce expenditures. He added that he is supportive of this resolution.
- A motion was made by Commissioner Dozono and seconded by Commissioner Reynolds that Resolution 09-06 be approved as presented.
- VOTING:     Aye: 6  
                  Nay: 0

	<p>Motion passed</p> <ul style="list-style-type: none"> <li>• Chair Trotter added that he is glad that the Commission followed the recommendation of staff and he is happy that this resolution was passed. Chair Trotter added that in upcoming budget planning he hopes that the four year plan for this resolution is evaluated to see if it is still appropriate or needs to be modified in either direction.</li> </ul>
4.3	<p><b>Columbia River Crossing Project/Expo Master Plan Update</b></p> <ul style="list-style-type: none"> <li>• Cheryl Twete gave an update on the Columbia River Crossing Project and the Expo Master Plan. She stated that there are no new drawings for the Columbia River Crossing project at this moment. She noted the successful interagency work session on the alignment that encouraged stakeholders to look at the project in a broader scope. She stated that the group has not yet achieved consensus, but they hope this will occur by July. She noted that the Portland International Raceway is also working on a master plan, and suggested that they come speak to the Commission when they have it finalized. She stated that there are three or four specific requests that staff will be evaluating in the upcoming month and will be reported on the following month.</li> <li>• Commissioner Leary asked if there were any large outcomes from the group looking at this project in respect to the larger geographic area. Cheryl Twete answered that the most important take away was having the group think about the area as a special place and how to help people better connect with it. She added that they spent a lot of time discussing Vanport, even discussing the concept of rebuilding some streets and buildings from Vanport as a tribute to the history of the area. Commissioner Leary added that a reconstruction of parts of Vanport would be exciting and appreciated by a large contingency.</li> </ul>
4.4	<p><b>Headquarters Hotel Update</b></p> <ul style="list-style-type: none"> <li>• Cheryl Twete gave an update on the Headquarters Hotel Project. She said it has been a busy week for this project. She noted that Metro Councilors had released a letter the prior month indicating their agreement to take extra time to work through the financing plan. She noted that a couple of weeks ago, staff and representatives met with the Tri-County lodging association and afterward received a letter outlining a number of their concerns. She noted that the Commissioners received a copy of this letter as well as the response from Garfield Traub and Associates. She also noted the distribution to Commissioners of the independent review task force sub-committee report on the pro forma review. She added that a new frequently asked questions document was distributed to the Commissioners, as a helpful piece of literature on some of the key questions associated with the hotel. She noted that the developer agreement expires July 1, but can be extended through the end of September with hope that all the key documents could be brought forward to the respective agencies for voting around that time.</li> <li>• Chair Trotter thanked Cheryl Twete for her update.</li> </ul>
4.5	<p><b>MERC Food and Beverage Management Services Request For Proposals Update</b></p> <ul style="list-style-type: none"> <li>• Jeff Blosser gave an update on the MERC Food and Beverage Request for Proposal (RFP). He noted that there was a mandatory pre-proposal meeting recently that was attended by four companies: Ovations, ARAMARK, Levy and Bon Appétit. He noted that all questions on the RFP have been answered and they are waiting for the proposals, which are due June 5.</li> <li>• Commissioner Leary asked for Jeff Blosser to identify if there was any diversity of expertise among the vendors. Jeff Blosser answered that it is difficult to say without seeing their responses, but added that they are all large national companies, except Bon Appétit,</li> </ul>

	<p>which is a regional company.</p> <ul style="list-style-type: none"> <li>• Commissioner Marquis asked who will be participating on the selection committee. Jeff Blosser answered that the selection committee is comprised of the three building directors, Kathy Taylor and, hopefully, two outside individuals.</li> <li>• Commissioner Leary asked if ARAMARK works at the Portland Airport. Jeff Blosser answered that he did not think so.</li> <li>• Chair Trotter thanked Jeff Blosser for his update.</li> </ul>
4.6	<p><b>Resolution 09-07 for the Purpose of Approving and Transmitting Budget Amendments to the MERC Fund for Fiscal Year 2009-2010</b></p> <ul style="list-style-type: none"> <li>• Cynthia Hill presented Resolution 09-07, a copy of which is included as part of this meeting record. She noted that the requested changes are modifications to revenue and carryover items. She reviewed the reduction of revenues based on the rate reductions for resident companies, and the cancellation of the cultural video project. She mentioned the new project to replace the defunct generator at the Keller Auditorium. She reviewed the carryover projects that will not be done before the end of the fiscal year.</li> <li>• A motion was made by Commissioner Reynolds and seconded by Commissioner Leary that Resolution 09-07 be approved as presented.</li> </ul> <p>VOTING:           Aye: 6                            Nay: 0                            Motion passed</p>
4.7	<p><b>April 2009 Financial Report</b></p> <ul style="list-style-type: none"> <li>• Kathy Taylor gave the April 2009 financial report. In response to the question about the increase on personal service charges from prior to current year. She explained that the 11% increase was due to a combination of union contract raises, non-rep pay raises, Target Achievement Program, CEO bonus, reimbursable labor costs, benefit increases, 5 new positions as well as a high level of vacancy during the prior year. She noted that revenue is up 5%, but that food and beverage is down 7% year to date, with the gross margin down to 14.8%. She noted that revenue for Expo is nearly at budget, with a \$343k net to operations, year to date. She added that OCC is having a difficult time, with food and beverage margin at about half of what it was prior year. She noted that as the revenue drops for food and beverage, the fixed costs maintain, negatively impacting the bottom line. She noted that PCPA is doing very well due to the weeks of Broadway shows.</li> <li>• Chair Trotter thanked Kathy Taylor for her report.</li> </ul>
5.0	<p><b><u>MERC VENUES- BUSINESS REPORTS</u></b></p>
5.1	<p><b>Oregon Convention Center Monthly Business Event Report</b></p> <ul style="list-style-type: none"> <li>• Jeff Blosser presented the monthly business event report for Oregon Convention Center, a copy of which is included as part of this meeting record. He noted that the AchieveGreen conference had been modified to be an exclusively online conference. He mentioned a recent OCC event that put together a customized recycling program that precipitated a 300% increase in donated product for that group.</li> </ul>
5.2	<p><b>Oregon Convention Center Solar Project Request For Proposal Update</b></p> <ul style="list-style-type: none"> <li>• Jeff Blosser gave an update on the Solar Project Request for Proposal (RFP) Process. He mentioned that this project is on the same timeline as the Food and Beverage Management Services project. He noted that there were 40-50 people who attended the pre-proposal meeting and that the proposals are due on June 5.</li> <li>• Commissioner Dozono asked if there were any local companies expressing interest in the project. Jeff Blosser answered that there were many local contractors who attended the</li> </ul>

	<p>meeting.</p> <ul style="list-style-type: none"> <li>• Chair Trotter thanked Jeff Blosser for his reports.</li> </ul>
<b>5.3</b>	<p><b>Portland Expo Center Monthly Business Event Report</b></p> <ul style="list-style-type: none"> <li>• Chris Bailey presented the monthly business event report for Expo Center, a copy of which is included as part of this meeting record. He noticed that April was a good month for Expo, with an increase in attendance and a minor increase in catering due to an interesting mix of events including an Auto swap and a Fall Out Boy concert. He added that the parking lot is currently under repair and will be slurry sealed and re-stripped within the following week. He added that installation of the Clearwire equipment on the roof of Expo Center will begin on the following Monday.</li> <li>• Chair Trotter thanked Chris Bailey for his report.</li> </ul>
<b>5.4</b>	<p><b>Portland Center for the Performing Arts Monthly Business Event Report</b></p> <ul style="list-style-type: none"> <li>• Robyn Williams presented the monthly business event report for Portland Center for the Performing Arts, a copy of which is included as part of this meeting record. She stated that at the Performing Arts Center it has been all about Broadway shows in recent months. She mentioned the success of <i>Wicked</i>, <i>Rat Pack</i> and <i>Grease</i>. She noted some of the unusual concerts and shows being featured at the facilities including Spinal Tap and Stumptown Comics. She mentioned that staff is gearing up for summer and mentioned a guest that PCPA will be hosting from Australia.</li> <li>• Commissioner Marquis asked when Music on Main Street will start up for the summer. Robyn Williams answered that the first show is on July 8.</li> <li>• Chair Trotter thanked Robyn Williams for her update.</li> </ul>
<b>6.0</b>	<b><u>CHIEF EXECUTIVE OFFICER COMMUNICATION</u></b>
<b>6.1</b>	<p><b>General Updates</b></p> <ul style="list-style-type: none"> <li>• David Woolson updated the Commission on the status of current pieces of legislation that are of interest to MERC. He noted that Senate Bill 440 appears to be dead in committee. He added that House Bill 2673 that would require venues to disclose the number and class of tickets available for events has been revised and that MERC is comfortable with the new language in the bill.</li> <li>• Chair Trotter thanked David Woolson for his update.</li> </ul>
<b>7.0</b>	<b><u>COMMISSIONER COMMUNICATION</u></b>
<b>7.1</b>	<p><b>Resolution 09-08 for the Purpose of Adopting a Job Description for the MERC Chief Executive Officer/General Manager</b></p> <ul style="list-style-type: none"> <li>• Chair Trotter introduced Resolution 09-08 a copy of which is included as part of this meeting record. He noted that the Executive Team and staff had worked to update the job description of the CEO/GM and that both David Woolson and the Executive Team of the Commission recommend passage of Resolution 09-08.</li> <li>• A motion was made by Commissioner Marquis and seconded by Commissioner Reynolds that Resolution 09-08 be approved as presented.</li> </ul> <p style="padding-left: 40px;">VOTING:           Aye: 6                                Nay: 0                                Motion passed</p> <ul style="list-style-type: none"> <li>• Chair Trotter, noting the organization of the MERC Commission and the rule stating that no person who is an elected official may sit on the Commission, stated that as of May 19, he had been elected to serve on the Clackamas Fire District and that as of July 1, 2009 he will be formally submitting his resignation from the MERC Commission.</li> </ul>



<b>8.0</b>	<b><u>EXECUTIVE SESSION</u></b> Chair Trotter gave instructions regarding the executive session and the Commission moved into a private room for the purpose of reviewing and evaluating the employment-related performance of the MERC CEO/General Manager pursuant to ORS 192.660 (2)(i)
	<b><u>ADJOURNMENT</u></b> There being no further business to come before the Commission, Chair Trotter adjourned the meeting at 4:15p.m.

#### **Public comment on agenda item 4.2**

- Thank you very much. My name is Jim Fullan, I am the Director of Marketing & Public Relations for the Portland Opera and the for Fred Meyer Broadway Across America. I'm here, obviously, to thank Robyn very much for considering this. First of all, our general director Christopher Mattaliano would certainly be here today if he weren't in a board meeting. He asked me to sit in his stead, to convey his regards to everyone and to thank Robyn and her team for, in the big picture, being such a wonderful partner in the venues and certainly very importantly, for considering this rent reduction. I am here, just very briefly, to say how important it is for us. As we go forward, we are just getting ready to finish the 08-09 season and looking forward to the 09-10 season, obviously we see 09-10 as a very, very difficult year. We have revised our budget significantly downwards, precipitated by a forecast of almost an \$800k revenue drop for 09-10, compared to what was budgeted. As a result, we have gone back to all of our expenses and pruned and cut and slashed everywhere we could. Obviously, this is a key piece of the puzzle of helping us emerge from what will be, for all of us, a very difficult year. I just wanted to support the effort, to thank Robyn, and to thank you very much for considering it.
- Chair Trotter thanked Jim Fullan for his comments.
- Thank you Mr. Chairman and Commissioners. I just want to add my voice to what you have heard from Jim already. I am Elaine Calder, I am the president of the Oregon Symphony, and we believe very strongly that we work in partnership with PCPA. They need strong tenants and we need a strong landlord and a strong venue in which to work. It is extremely gratifying to see this resolution before you today and I urge you to support it. We are, like the opera and like the ballet, doing everything we can. I came from a meeting this morning where we were looking at taking our overhead costs down by another 20%. These are big numbers, we've got to get about 2 million dollars out of our budget in the next twelve months, if the Oregon Symphony is to survive. The irony is that we have not been as successful as we are right now for a very long time, at the box office we are doing great, as we can prove with this weekend's performances with Pink Martini, we are going to do a half a million dollars worth of business on those three performances. The community loves what we are doing, the orchestra has never played as well and we have never faced such difficult financial challenges. A lot of it has to do with contributed income, which is down probably 15% by the end of this season. We have lost 35% of our endowment fund, as have most people who were invested in the market. All the success at the box office can not help us remain in business without going to all of our suppliers, everybody from Itzhak Perlman to Garrison Keillor are being asked to help us and they are cooperating and it is wonderful to have the support of Robyn and her staff, and I hope, of the MERC Commissioners. Thank you very much.
- Chair Trotter commented that he went to the symphony the night prior and it was wonderful. He thanked Elaine Calder for her comments.
- Thank you for your time today, Chair Trotter and MERC Commissioners. My name is Jennifer Yocum, I am the arts and culture director for Mayor Sam Adam's office with the City of Portland. I am also the liaison to the regional arts and culture council. Eloise Damrosch was unable to be here today, but she did submit a letter. I have submitted that into the record for you. In addition to the general economic challenges that we are seeing right now I wanted to make you aware of a larger strategic problem that we have in the arts community. You may not realize it because we have such tremendous cultural offerings here, but public funding for the arts in the Portland region is significantly less than the national average. In the Portland region, we fund about 2 percent of the operating budgets of our arts organizations compared to five percent nationally, on average. I have also submitted into the record a regional creative action plan to confront that issue head on over

the next two to five years. We are looking for a dedicated funding mechanism for the arts and we have a strategy to go after that. But, in the meantime, that is where this resolution becomes so important. I am so grateful to be here today to testify in support of it. I wanted to say thank you so much to Robyn and David for meeting with the Mayor, with RAC and with all of the organizations, and putting together a proposal that is a workable solution. I won't go into the detail; I think the organizations can do that on their own about all of the work that they've been doing to make cuts, to step up during this difficult economic time. I did want to let you know that today the Mayor's proposed budget will be voted on in the city. When I first started this job in January, we warned the arts community that holding the line on their city public funding for the arts was going to be really difficult. The arts community as a whole, with some of our resident companies in the lead of various collaborations, really came together and have shown up at city hall by the hundreds and have been more organized and more collaborative than we have ever seen them. The arts community has really been stepping up as a whole. It has been a group effort. Today, if the Mayor's budget passes, we will have succeeded in keeping, in the face of overall budget cuts, keeping the arts funding whole. At the city, we are trying to do our part as well. I really urge you to support resolution 09-06, thank you so much for your time and again thank you to Robyn and the staff.

- Chair Trotter thanked Jennifer Yocum for her comments.
- Mr. Chairman, Commissioners, my name is Jon Ulsh, I am the Executive Director of the Oregon Ballet Theater. Thank you very much for the opportunity to be here today. I too want to acknowledge the leadership and the cooperation of David Woolson and particularly, Robyn Williams, in coming up with a very creative and extraordinarily helpful solution to a vexing problem right now. I think Robyn's summary was very well put in that we can't, at the moment, overstate the gravity of the situation for these large arts organizations, and truthfully, for all arts organizations, not just in Portland, but around the country. I want to assure you that we, at the ballet, and I know I speak for my colleagues as well, have taken every imaginable step and some that are unimaginable, to try to address these circumstances ourselves. In our case, for the coming year, we have reduced our budget by some 1.9 million dollars, that's a 28% reduction for us. It has already precipitated layoffs and consolidations and significant changes within our organization. We felt that we could not prudently come to anyone and ask for their support had we not, ourselves, really taken the difficult steps to address the issues internally. I want to assure you that the passage of this resolution will make a material and very important difference to us and I want to thank you for your consideration and urge your passage of it. I'd be happy to take any questions if you have them.
- Chair Trotter thanked Jon Ulsh for his comments.

**Authorization to Represent MERC/METRO  
on Trade-Promotion Mission; Fact-Finding Mission;  
Economic Development Activity; or Negotiation  
(Food Travel, Lodging Expenses Approved in Advance- exception (H))**

In accordance with ORS 244.020(5)(b)(H), the following public officials: **all current MERC Commissioners and MERC Chief Executive Officer, Chief Operating Officer, Director of Communications and Strategic Development, Director of Business and Community Development, OCC Executive Director, PCPA Executive Director and Expo Director**, are hereby authorized to represent Metro/MERC in an official capacity; and

The MERC Commission hereby approves in advance, the receipt of reasonable expenses for food, travel, and lodging for the above-named public officials and his/her accompanying relative, household member, or staff member, for attendance at (check one):

- trade-promotion mission;**
- fact-finding mission;**
- economic development activity; OR**
- negotiation;**

as follows (describe date and type of event):

A Portland familiarization tour ("fam tour") where meals will be paid for by Travel Portland (formerly "POVA"), to familiarize potential meeting planners and association executives with Portland and with the Oregon Convention Center, and to facilitate Oregon and Portland tourism and economic development, which activity(ies) will take place in Portland from June 11-13, 2009, per the attached.

Being approved by the MERC Commission, at its regular meeting on May 27, 2009, the above activity is hereby officially sanctioned by MERC.

  
\_\_\_\_\_  
MERC Commission Chair

*Note: the Metro Councilors/MERC Commissioners are required to keep detailed accounting of the expenses paid and shall report same to the Ethics Commission as required by law.*

1000 S.W. BROADWAY, STE. 2300 | PORTLAND, OR 97205 | 503.275.9750 TEL | TRAVELPORTLAND.COM

May 22, 2009

Dear Travel Portland Board of Directors, City of Portland Commissioners, Multnomah County Commissioners, Metro Councilors and MERC Commissioners:

Travel Portland will be hosting a convention "Familiarization Trip" to Portland over the dates of June 11-14, 2009.

Approximately 16 national association executives and decision-makers, representing 13 associations, will be here to review Portland as a possible future convention site. These clients range from Oregon Convention Center users to multiple and single-hotel users.

Familiarization trips have been very successful in the past. Historically, fifty percent of customers attending previous trips have eventually chosen Portland as a meeting site, resulting in millions of dollars of business for the community. We feel this remarkable response can largely be attributed to the support, friendliness and sincerity of the Oregonians our visitors meet during their stay.

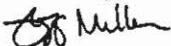
It is important that we show these valued clients that we appreciate the economic importance of their meetings. The presence of community leaders can make a huge impact, and we sincerely hope your schedule will allow you to attend your choice of the following events as our guests.

<b>THURSDAY</b> <b>June 11, 2009</b>	<b>FRIDAY</b> <b>June 12, 2009</b>			<b>SATURDAY</b> <b>June 13, 2009</b>	
6-8:30 p.m. Dinner	8:45-9:45 a.m. Breakfast	1-2 p.m. Lunch	7-9 p.m. Dinner	9:15-10:15 a.m. Breakfast	5:30-10 p.m. Dinner
Caprial's Bistro 7015 S.E. Milwaukie Ave.	Doubletree Hotel Portland 1000 N.E. Multnomah St.	Portland Marriott Downtown Waterfront 1401 S.W. Naito Parkway	Andina Restaurant 1314 N.W. Glisan St.	Red Lion Hotel on the River 909 N. Hayden Island Drive	(Meet at Alexander's in the Hilton Portland & Executive Tower for transportation to Red Ridge Farms.)  or 7-9 p.m. (Provide your own transportation to Red Ridge Farms.)  Red Ridge Farms 5510 N.E. Breyman Orchards Road Dayton, Ore.  Dress: Business
Dress: Business	Dress: Business	Dress: Business	Dress: Business	Dress: Casual	

These functions offer the best opportunities and the most convenient times for you to meet our guests. I hope we will have the pleasure of your company. Please mark your calendars now and **RSVP by Friday, June 5**, to Jackie Harper, CMP (503.275.9290 or jackie@travelportland.com), if you are able to join us.

Again, your continued support of our industry is highly valued.

Sincerely,



Jeff Miller  
President & CEO

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 09-06**

**For the Purpose of Adopting New Resident Company User Fee rates and rental rates for Resident Companies and Non-profit users at the Portland Center for the Performing Arts, effective July 1, 2009.**

WHEREAS, the user fees for the Oregon Symphony, Portland Opera, and Oregon Ballet Theatre were to increase per MERC Resolution 07-14 in fiscal year 2009-2010; and

WHEREAS, the economic downturn has presented extraordinary hardships on the resident companies and other non-profit companies; and

WHEREAS, PCPA has established reserves that allows it to provide some financial relief to the companies it has a mandate to support;

**BE IT THEREFORE RESOLVED AS FOLLOWS:**

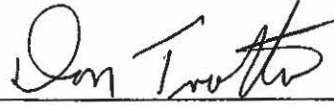
1. That the Metropolitan Exposition Recreation Commission hereby adopts new Resident Company user fee rates at the Portland Center for the Performing Arts for the Oregon Symphony, Portland Opera, and Oregon Ballet Theatre effective July 1, 2009 as follows and as described in the attached Staff Report:

FY 2009-2010	\$0.50
FY 2010-2011	\$1.00
FY 2011-2012	\$1.50
FY 2012-2013	\$2.00

2. That the user fees for Oregon Children's Theatre, Tears of Joy Puppet Theatre, and Portland Youth Philharmonic shall remain unchanged from those set in MERC Resolution 07-14 until further consideration and action by the Commission;
3. That Commercial and other non-profit user fees shall remain unchanged from those set in MERC Resolution 07-14 at 6% of the ticket price until further consideration and action by the Commission;
4. That rental fees for Resident Companies and Non-Profit companies shall be increased as follows:

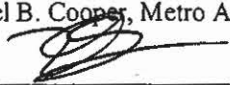
FY 2009-2010	No increase
FY 2010-2011	No increase
FY 2011-2012	CPI/minimum 3%
FY 2012-2013	CPI/minimum 3%

Passed by the Commission on May 27, 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 Adopting New Resident Company user fee and rental rates at the Portland Center for the Performing Arts, effective July 1, 2009.

**Resolution No.:** 09-06

**Presented By:** Robyn Williams

**Date:** May 27, 2009

### **Background and Analysis:**

#### History

In 1995, the Commission established criteria that would allow 9 performing arts organizations resident company status at PCPA facilities. These organizations would have priority booking capabilities as well as a rent and rate structure providing deeply discounted rates and fees. (Today, only 6 remain as resident companies of PCPA.) It was stated that the intent of the four halls of PCPA were to serve as the primary performance spaces for a group of local performing arts organizations who produce and develop their art form locally and contribute to the following objectives:

1. Provide PCPA with regular, predictable programs of events with an array of performance arts-music, dance, theater.
2. Enhance the financial stability of these resident companies.
3. Financial support will allow the resident companies to continue to offer low or no cost events.
4. Maintain educational efforts and childrens performances

Resident companies must be a 501(c)3, have a subscription season at PCPA and book a minimum of 3 events and 20 performances. (Presentation of events other than the company's regular art form or one that involves a non-local production are not eligible for resident company rates/fees.)

#### Current situation

PCPA's resident companies are facing economic challenges as the result of the economic downturn. While tickets sales are generally solid or up over the previous year funding from individual donors, sponsors and foundations has dropped dramatically. PCPA's companies are taking drastic steps to keep themselves financially viable through paycuts and layoffs, furloughs and reduced programs. Their situation is critical and they are seeking assistance from PCPA-most particularly the Oregon Ballet, Oregon Symphony and Portland Opera.

#### Recommendation

##### User Fees

PCPA recommends a steep cut in user fee for FY10; gradually increasing over the next 3 years to the FY10 proposed level. Rental rates would not increase for 2 years, then resume CPI/minimum 3% increases in subsequent years as has been the past practice.

FY10 \$0.50



FY11 \$1.00  
FY12 \$1.50  
FY13 \$2.00

The user fee for Oregon Children's Theater, Tears of Joy Puppet Theater and Portland Youth Philharmonic will remain at the \$0.50 that was set in 1996. (The \$0.50 is for public performances only. Student shows remain at 4% of the ticket price-which averages \$5.00 or less. This rate also applies to the student shows of all resident companies.)

#### Rental Rates

PCPA recommends holding the current rate for the resident companies and non-profit users for the first two years then resuming an annual increase of CPI/minimum of 3%.

FY10 No increase  
FY11 No increase  
FY12 CPI/minimum 3%  
FY13 CPI/minimum 3%

#### Miscellaneous

PCPA recommends that no interest be charged on past due accounts for the resident companies for FY10-12. PCPA does not budget this amount but this has been in the range of approximately \$10,000 annually. PCPA will closely monitor any past due accounts and stay in communication with any company carrying a balance in regards to a payment plan.

#### Reason for action

PCPA has a mandated mission to support its resident companies. It currently has adequate reserves to provide this support to them at a desperate time. PCPA anticipates its business will remain strong during this period and will have adequate funds to cover a pre-forecasted decline in the transient lodging tax (TLT). This action will reflect a strong show of support for Portland's premier arts organizations and is an appropriate use of PCPA reserves.

Note: If TLT drops more dramatically than anticipated, or is lost entirely, PCPA will not be able to sustain this support for its resident companies. PCPA would need to come back to the commission with an alternative rate and fee plan that would keep PCPA in operation.

#### **Fiscal Impact:**

For the FY10 budget, the decreased user fee and flat rental rate will result in a budgeted revenue drop of \$346,000.

**Recommendation:** Staff recommends that the Metropolitan Exposition Recreation Commission adopt Resolution 09-06, For the Purpose of Adopting New Resident Company user fee and rental rates at the Portland Center for the Performing Arts, effective July 1, 2009.

## MERC Staff Report

**Agenda Item/Issue:** For the Purpose of Adopting New Resident Company user fee and rental rates at the Portland Center for the Performing Arts, effective July 1, 2009.

**Resolution No.:** 09-06

**Presented By:** Robyn Williams

**Date:** May 27, 2009

### **Background and Analysis:**

#### **History**

In 1995, the Commission established criteria that would allow 9 performing arts organizations resident company status at PCPA facilities. These organizations would have priority booking capabilities as well as a rent and rate structure providing deeply discounted rates and fees. (Today, only 6 remain as resident companies of PCPA.) It was stated that the intent of the four halls of PCPA were to serve as the primary performance spaces for a group of local performing arts organizations who produce and develop their art form locally and contribute to the following objectives:

1. Provide PCPA with regular, predictable programs of events with an array of performance arts-music, dance, theater.
2. Enhance the financial stability of these resident companies.
3. Financial support will allow the resident companies to continue to offer low or no cost events.
4. Maintain educational efforts and childrens performances

Resident companies must be a 501(c)3, have a subscription season at PCPA and book a minimum of 3 events and 20 performances. (Presentation of events other than the company's regular art form or one that involves a non-local production are not eligible for resident company rates/fees.)

#### **Current situation**

PCPA's resident companies are facing economic challenges as the result of the economic downturn. While tickets sales are generally solid or up over the previous year funding from individual donors, sponsors and foundations has dropped dramatically. PCPA's companies are taking drastic steps to keep themselves financially viable through paycuts and layoffs, furloughs and reduced programs. Their situation is critical and they are seeking assistance from PCPA-most particularly the Oregon Ballet, Oregon Symphony and Portland Opera.

#### **Recommendation**

##### **User Fees**

PCPA recommends a steep cut in user fee for FY10; gradually increasing over the next 3 years to the FY10 proposed level. Rental rates would not increase for 2 years, then resume CPI/minimum 3% increases in subsequent years as has been the past practice.

FY10 \$0.50

FY11 \$1.00  
FY12 \$1.50  
FY13 \$2.00

The user fee for Oregon Children's Theater, Tears of Joy Puppet Theater and Portland Youth Philharmonic will remain at the \$0.50 that was set in 1996. (The \$0.50 is for public performances only. Student shows remain at 4% of the ticket price-which averages \$5.00 or less. This rate also applies to the student shows of all resident companies.)

#### Rental Rates

PCPA recommends holding the current rate for the resident companies and non-profit users for the first two years then resuming an annual increase of CPI/minimum of 3%.

FY10 No increase  
FY11 No increase  
FY12 CPI/minimum 3%  
FY13 CPI/minimum 3%

#### Miscellaneous

PCPA recommends that no interest be charged on past due accounts for the resident companies for FY10-12. PCPA does not budget this amount but this has been in the range of approximately \$10,000 annually. PCPA will closely monitor any past due accounts and stay in communication with any company carrying a balance in regards to a payment plan.

#### Reason for action

PCPA has a mandated mission to support its resident companies. It currently has adequate reserves to provide this support to them at a desperate time. PCPA anticipates its business will remain strong during this period and will have adequate funds to cover a pre-forecasted decline in the transient lodging tax (TLT). This action will reflect a strong show of support for Portland's premier arts organizations and is an appropriate use of PCPA reserves.

Note: If TLT drops more dramatically than anticipated, or is lost entirely, PCPA will not be able to sustain this support for its resident companies. PCPA would need to come back to the commission with an alternative rate and fee plan that would keep PCPA in operation.

#### **Fiscal Impact:**

For the FY10 budget, the decreased user fee and flat rental rate will result in a budgeted revenue drop of \$346,000.

**Recommendation:** Staff recommends that the Metropolitan Exposition Recreation Commission adopt Resolution 09-06, For the Purpose of Adopting New Resident Company user fee and rental rates at the Portland Center for the Performing Arts, effective July 1, 2009.

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**Resolution No. 07-14**

**For the Purpose of Adopting New Resident Company User Fee Rates at the Portland Center for the Performing Arts, effective July 1, 2007.**

WHEREAS, the Metropolitan Exposition-Recreation Commission periodically reviews and sets Resident Company user fees at the Portland Center for the Performing Arts ; and

WHEREAS, there has been no change in Resident Company user fees at the Portland Center for the Performing Arts since July 1, 2002 ; and

WHEREAS, Resident Company user fees for Oregon Children's Theatre, Tears of Joy, and Portland Youth Philharmonic should remain unchanged until further consideration and action by the Commission; and

WHEREAS, Non-Resident Company user fees should remain unchanged until further consideration and action by the Commission; and


WHEREAS, the Commission has the responsibility to operate its facilities in as cost-effective a manner as possible ;

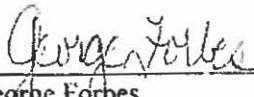
**BE IT THEREFORE RESOLVED AS FOLLOWS:**

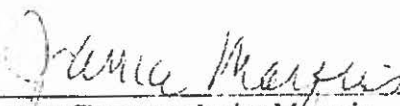
1. That the Metropolitan Exposition-Recreation Commission hereby adopts new Resident Company user fee rates at the Portland Center for the Performing Arts, effective July 1, 2007;
2. That user fees for Oregon Children's Theatre, Tears of Joy, and Portland Youth Philharmonic shall remain unchanged until further consideration and action by the Commission;
3. That Non-Resident Company user fees shall remain unchanged until further consideration and action by the Commission.

Passed by the Commission on May 23, 2007.

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

By:   
Nathan A. Schwartz Sykes  
Senior Attorney

  
Chair-George Forbes

  
Secretary-Treasurer-Janice Marquis

## MERC STAFF REPORT

### Agenda Item/Issue:

Adopting New Resident Company User Fee Rates at the Portland Center for the Performing Arts, effective July 1, 2007.

### Resolution No.: 07-14

Date: May 23, 2007

Presented by: Robyn Williams

### Background/Analysis:

PCPA obtains earned revenue from user fees paid by ticket purchasers to help pay for the maintenance and operation of the halls. In addition to the deeply discounted rent, that Resident Companies receive, they have traditionally enjoyed lower user fees.

Commercial and other non-profit users pay a 6% fee per ticket.

The user fee for Resident Companies has been:

- a) \$.50 per ticket (July 1, 1996 through June 30, 2003)
- b) \$1.00 per ticket (July 1, 2003 through June 30, 2004)
- c) \$1.50 per ticket (July 1, 2004 through June 30, 2005)
- d) \$1.50 per ticket (July 1, 2005 through June 30, 2007)
- e) Since July 1, 2002, a special rate of \$.50, or 4% per ticket on tickets priced at \$5.00 or below, for student, youth or other special community outreach performances by the Resident Companies has applied.

An increase in the Resident Companies' user fee will help insure PCPA maintains its strategic fund balance of 6 months worth of operating reserves. Any surplus can go to the MERC pooled capital fund to cover future capital needs of PCPA.

Staff proposes the following increase in Resident Company user fees:

### User Fee

FY 07 / 08	\$1.75	(increase of \$.25)
FY 08 / 09	\$1.75	(no increase)
FY 09 / 10	\$2.00	(increase of \$.25)

Tears of Joy Puppet Theatre performances, Oregon Children's Theatre performances, Portland Youth Philharmonic performances and the Oregon Symphony Orchestra's Family Sunday Concerts will remain at the \$.50 user fee on tickets above \$5.00 (4% on tickets \$5.00 or less).

User fees-as a fee paid by the ticket purchaser and collected by the Resident Companies for PCPA's benefit-will be due and payable to PCPA at settlement or at direction of the PCPA Director, but in all cases must be received within 30 days of invoicing. In the event of a failure to remit such fees as required the General Manager is delegated authority to exercise any or all of MERC's contractual rights and options, including but not limited to canceling any outstanding contracts and/or denying further use of any PCPA facility until such fees are paid. The General Manager may institute rules and requirements concerning the placement of user fees on tickets to PCPA events and any language used to describe the fee.

In the event that these measures generate funds above those necessary to establish and maintain a six (6) month operating reserve, any such funds will fall to MERC pooled capital for dedicated use by PCPA.

**Fiscal Impact:**

FY 08	\$52,399 increase in revenue
FY 09	No change
FY 10	\$52,399 increase in revenue

(Revenue based on FY 07 attendance projections remaining flat for the next 3 years.)

**Recommendation:**

Staff recommends approval of Resolution 07-14 for the purpose of Adopting New Resident Company User Fee Rates at the Portland Center for the Performing Arts, effective July 1, 2007.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 09-07**

**For the purpose of approving and transmitting budget amendments to the MERC Fund for fiscal year 2009-10.**

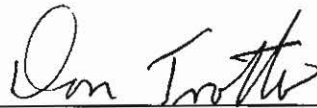
WHEREAS, Metro Code 6.01.050 provides that the Commission shall annually prepare and approve an annual budget which shall, to the maximum extent permitted by law, consist of one commission-wide series of appropriations; and

WHEREAS, the Commission previously approved and transmitted to the Metro Council the fiscal year 2009-10 budgets for the MERC Fund; and

WHEREAS, the Budget Committee has reviewed the proposed budget amendments and recommends approval of the proposed amendments.


**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition Recreation Commission approves and transmits to the Metro Council the following budget amendments, attached as Exhibit A, for the fiscal year beginning July 1, 2009 and ending June 30, 2010 to be included in the total Metro budget.

Passed by the Commission on May 27, 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 budget amendments to the MERC Fund for fiscal year 2009-10.

**Resolution No.:** 09-07

**Presented By:** Cynthia Hill

**Date:** May 27, 2009

### **Background and Analysis:**

The MERC Budget was approved by Metro Council on April 30<sup>th</sup> and submitted to Tax Supervising and Conservation Commission (TSCC). Metro Council will adopt a final budget on June 25<sup>th</sup>. The MERC Budget Committee has reviewed the attached amendments and recommends approval and transmittal to Metro Council for inclusion in the 2009-10 Adopted Budget.

“Exhibit A” includes a MERC Fund Summary page and four budget amendment:

- Resident Company User Fee and Rent Reductions (337,622)
- Cultural Video Project Reduction (550,000)
- Keller Auditorium 100KW Generator Replacement 70,000
- Carry over projects:
  - Keller Auditorium Orchestra Pit Chairs Replacement 30,000
  - Oregon Convention Center remodel former Kinko’s retail space 125,000
  - Portland Center for Performing Arts Sustainability Audit 17,500
  - Oregon Convention Center Headquarter Hotel 200,000

MERC Budget Committee has reviewed the attached amendments and recommends approval.

### **Fiscal Impact:**

Net change to Ending Fund Balance is (\$710,122)

Net change to Beginning Fund Balance is \$372,500

**Recommendation:** Staff recommends that the Metropolitan Exposition-Recreation Commission approve Resolution No. 09-07 which approves and transmits to the Metro Council the following budget amendments attached as “Exhibit A” for fiscal year beginning July 1, 2009.



**MERC Fund Summary**  
**2009-10 FY Budget Amendment**  
 May 27, 2009

	<u>Expo</u>	<u>OCC</u>	<u>PCPA</u>	<u>Headquarter Hotel</u>	<u>Admin</u>	<u>Total</u>
<b>A. Approved Budget Resolution No. 09-01</b>						
Beginning Balance	5,949,353	10,833,435	8,055,601	-	863,872	25,702,261
Approved Budget Net	<u>(356,202)</u>	<u>(763,369)</u>	<u>(50,619)</u>	-	-	<u>(1,170,190)</u>
Ending Fund Balance	<u>5,593,151</u>	<u>10,070,066</u>	<u>8,004,982</u>	-	<u>863,872</u>	<u>24,532,071</u>
Add back Carry-Over Projects						<u>372,500</u>
<b>Revised Ending Fund Balance</b>						<u>24,904,571</u>
<hr/>						
<b>B. May 27, 2009 Budget Amendment</b>						
<b>Revenue:</b>						
User Fee (decrease)			(326,290)			(326,290)
Theater Rent (decrease)			(11,332)			(11,332)
Friends of PCPA (Generator)			70,000			70,000
Cultural Video Project	-	-	(550,000)	-	-	(550,000)
Total Revenue	<u>-</u>	<u>-</u>	<u>(817,622)</u>	<u>-</u>	<u>-</u>	<u>(817,622)</u>
<b>Expenditures:</b>						
<b>Capital Project Carry-Over</b>						
Keller Orchestra Pit Chairs			30,000			30,000
Kinko's Remodel		125,000				125,000
<b>Other Project Carry-Over</b>						
Headquarter Hotel				200,000		200,000
Sustainability Audit			17,500			17,500
<b>New Capital Projects</b>						
Replace Generator Keller	-	-	70,000	-	-	70,000
Cultural Video Project (-1.00 FTE) *	-	-	(550,000)	-	-	(550,000)
Total Expenditures	<u>-</u>	<u>125,000</u>	<u>(432,500)</u>	<u>200,000</u>	<u>-</u>	<u>(107,500)</u>
<b>Net Change to Fund Balance</b>	<u>-</u>	<u>(125,000)</u>	<u>(385,122)</u>	<u>(200,000)</u>	<u>-</u>	<u>(710,122)</u>
<hr/>						
<b>C. 2009-10 Amended Budget</b>						
Approved Budget Net, with Amendments	<u>(356,202)</u>	<u>(888,369)</u>	<u>(435,741)</u>	<u>(200,000)</u>	<u>-</u>	<u>(1,880,312)</u>
Ending Fund Balance, with Amendments	<u>5,593,151</u>	<u>9,945,066</u>	<u>7,619,860</u>	<u>(200,000)</u>	<u>863,872</u>	<u>23,821,949</u>

\* Cultural Video Project included increase of existing .75 FTE position to 1.00 FTE.

<i>For FP Use Only</i>	
Org Unit	#

**AMENDMENT TO FY 2009-10 BUDGET**

**CENTER/SERVICE:** Metropolitan Exposition Recreation Commission

**DATE:** 5/27/2009

**DRAFTED BY :** Cynthia Hill

Type of Amendment:	Amendment to:	Purpose:
Technical <input checked="" type="checkbox"/>	Proposed Budget <input type="checkbox"/>	Operating <input checked="" type="checkbox"/>
Substantive <input type="checkbox"/>	Approved Budget <input checked="" type="checkbox"/>	Capital Project <input type="checkbox"/>
		Renewal & Replacement <input type="checkbox"/>

**PROPOSED AMENDMENT: Resident Company User Fee and Rent Reduction**

PCPA's resident Companies are facing economic challenges as a result of the economic downturn. The Portland Center for Performing Arts (PCPA) is recommending a reduction to the user fee rate and rental rates charged to Resident Companies.

- 1) A reduced user fee rate charged to three resident companies, Oregon Symphony, Portland Opera and Oregon Ballet Theatre effective July 1, 2009. The user fee rate would gradually increase over the next three years.
- 2) Rental rates for Resident Companies and Non-Profit companies would not increase for two years, and then resume 3% increases in subsequent years.

Org Unit	Fund	Line Items		
		Acct #	Account Title	Amount
<i>Resources</i>	MERC Fund 555	4500	Admission & User Fees	(\$326,290)
		4510	Rental	(11,332)
			<b>Total Resources</b>	<b>(337,622)</b>
<i>Requirements</i>	MERC Fund 555	5990	Unappropriated Fund Balance	(337,622)

**PROGRAM/STAFFING IMPACTS:**

PCPA has a mandated mission to support resident companies. It currently has adequate reserves to provide this support. PCPA anticipates business will remain strong during this period and it will have adequate funds to cover a forecasted decline in Transient Lodging Tax.

**ARGUMENTS IN FAVOR OF THE PROPOSED AMENDMENT**

[Not needed for technical amendments.]

**OPTIONS FOR FUNDING THIS AMENDMENT**

[Not needed for technical amendments.]

<i>For FP Use Only</i>	
Org Unit	#

**AMENDMENT TO FY 2009-10 BUDGET**

**CENTER/SERVICE:** Metropolitan Exposition Recreation Commission

**DATE:** 5/27/2009

**DRAFTED BY :** Cynthia Hill

Type of Amendment:	Amendment to:	Purpose:
Technical <input checked="" type="checkbox"/>	Proposed Budget <input type="checkbox"/>	Operating <input checked="" type="checkbox"/>
Substantive <input type="checkbox"/>	Approved Budget <input checked="" type="checkbox"/>	Capital Project <input checked="" type="checkbox"/>
		Renewal & Replacement <input type="checkbox"/>

**PROPOSED AMENDMENT: Cultural Video Project Reduction**

The Portland Center for Performing Arts (PCPA) has postponed the grant application process for the Cultural Video Project. Current economic conditions and the impact of the economy on many non-profit arts organizations, has forced a re-evaluation of the timing of this project until the economy improves and funding for arts is restored.

Org Unit	Fund	Line Items		
		Acct #	Account Title	Amount
<i>Resources</i>	MERC Fund 555	4125	Local Grants Indirect	(\$550,000)
<i>Requirements</i>	MERC Fund 555	5015	Regular Employee Full time Non Exempt	(37,062)
		5025	Regular Part time Non Exempt	28,909
		5089	Salary Adjustments	(2,224)
		5100	Fringe	(15,896)
		5130	PERS Bond Recovery	(794)
		5725	Building & Related	(522,188)
		5990	PERS Reserve	(745)
			<b>Total Requirements</b>	<b>(550,000)</b>

**PROGRAM/STAFFING IMPACTS:**

The project consisted of capital outlay and the increase of a current part-time Marketing & Promotions Coordinator to a 1.00 FTE Video & Marketing Coordinator. This reduction will decrease 1.00 full time position to the original .75 FTE, Regular Part Time Non Exempt. MERC only includes full time, benefit eligible employees in the budget.

**ARGUMENTS IN FAVOR OF THE PROPOSED AMENDMENT**

[Not needed for technical amendments.]

**OPTIONS FOR FUNDING THIS AMENDMENT**

[Not needed for technical amendments.]

<i>For FP Use Only</i>	
Org Unit	#

**AMENDMENT TO FY 2009-10 BUDGET**

**CENTER/SERVICE:** Metropolitan Exposition Recreation Commission

**DATE:** 5/27/2009

**DRAFTED BY :** Cynthia Hill

Type of Amendment:	Amendment to:	Purpose:
Technical <input checked="" type="checkbox"/>	Proposed Budget <input type="checkbox"/>	Operating <input type="checkbox"/>
Substantive <input type="checkbox"/>	Approved Budget <input checked="" type="checkbox"/>	Capital Project <input type="checkbox"/>
		Renewal & Replacement <input checked="" type="checkbox"/>

**PROPOSED AMENDMENT: Keller Auditorium 100 KW Generator Replacement Project**

PCPA - Keller Auditorium back-up generator critical failure:

Because of the age of the generator (35+ years) and the code requirements it was determined that repair was not an option. Final replacement cost will be approximately 70K and include the following scope of work.

The scope of work includes purchase and installation of new 100kw 120/208 volt 3 phase diesel generator with automatic transfer switch, new battery charger, block heater, fuel pump, piping, circuits, wiring and an emergency light. Due to building code requirements a new exhaust fan and ducting will also be installed. The amended budget of 70k includes all installation, construction, permitting, inspections and proper demolition and removal of existing generator and tank.

Org Unit	Fund	Line Items		
		Acct #	Account Title	Amount
<i>Resources</i>	MERC Fund 555	4750	Donations & Bequests	\$70,000
<i>Requirements</i>	MERC Fund 555	5720	Buildings & Related	\$70,000

**PROGRAM/STAFFING IMPACTS:**

**ARGUMENTS IN FAVOR OF THE PROPOSED AMENDMENT**

[Not needed for technical amendments.]

**OPTIONS FOR FUNDING THIS AMENDMENT**

Donation from the Friends of the Portland Center for Performing Arts

<i>For FP Use Only</i>	
Org Unit	#

**AMENDMENT TO FY 2009-10 BUDGET**

**CENTER/SERVICE:** Metropolitan Exposition Recreation Commission

**DATE:** 5/27/2009

**DRAFTED BY :** Cynthia Hill

Type of Amendment:	Amendment to:	Purpose:
Technical <input checked="" type="checkbox"/>	Proposed Budget <input type="checkbox"/>	Operating <input checked="" type="checkbox"/>
Substantive <input type="checkbox"/>	Approved Budget <input checked="" type="checkbox"/>	Capital Project <input checked="" type="checkbox"/>
		Renewal & Replacement <input checked="" type="checkbox"/>

**PROPOSED AMENDMENT: Carry over projects**

Four projects budgeted in 2008-09 fiscal year will not be complete by June 30, 2008. This amendment requests carry over for the following projects:

- Keller Auditorium Orchestra Pit Chairs Replacement 30,000
- Oregon Convention Center remodel former Kinko's retail space 125,000
- Portland Center for Performing Arts Sustainability Audit 17,500
- Oregon Convention Center Headquarter Hotel 200,000

Org Unit	Fund	Line Items		
		Acct #	Account Title	Amount
<i>Resources</i>	MERC Fund 555	BEGBAL	Beginning Fund Balance	\$372,500
<i>Requirements</i>	MERC Fund 555	5240	Contracted Professional Services	217,500
		5720	Buildings & Related	125,000
		5740	Equipment & Vehicles	30,000
			<b>Total Requirements</b>	<b>\$372,500</b>

**PROGRAM/STAFFING IMPACTS:**

Projects will be complete in 2009-10 fiscal year.

**ARGUMENTS IN FAVOR OF THE PROPOSED AMENDMENT**

[Not needed for technical amendments.]

**OPTIONS FOR FUNDING THIS AMENDMENT**

[Not needed for technical amendments.]

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**Resolution No. 09-08**

**For the Purpose of Adopting a Job Description for the MERC Chief Executive Officer/General Manager.**

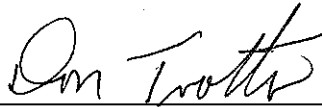
WHEREAS, the Metropolitan Exposition-Recreation Commission finds that the focus of the MERC Chief Executive Officer/General Manager's duties have evolved due to changing business conditions and demands; and

WHEREAS, the Metropolitan Exposition-Recreation Commission has authority to adopt standards, criteria, and policy directives for the MERC Chief Executive Officer/General Manager.

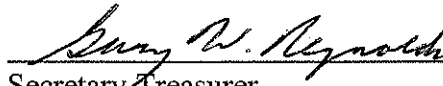
**BE IT THEREFORE RESOLVED AS FOLLOWS:**

1. The Metropolitan Exposition-Recreation Commission adopts the attached job description, Exhibit A, for the MERC Chief Executive Officer/General Manager position.

Passed by the Commission on May 27, 2009.



Chair



Secretary-Treasurer

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

By:



Nathan A. Schwartz Sykes  
Senior Attorney



A SERVICE OF METRO

**EXHIBIT A to MERC Res. #09-08**

**Classification Description**

**OUR VISION:**

*To be the acknowledged leader in public assembly venue management in the region*

**OUR MISSION:**

*To enhance the livability and economic vitality of the metropolitan region through sound stewardship, expert management and creative development of the region's public assembly venues*

**OUR VALUES:**

*Respect ~ Excellence ~ Teamwork ~ Innovation ~ Community*

<b>Job Title</b>	MERC Chief Executive Officer (General Manager)	<b>Bargaining Unit</b>	Non-represented
<b>Functional Job Family</b>	Executive Leadership	<b>Classification #</b>	
<b>FLSA</b>	<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt	<b>Salary Grade #</b>	By Contract
<b>Position Status</b>	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time	<b>Revision Date</b>	

**Summary:**

Serving as MERC's Chief Executive Officer, the CEO determines the organization's vision, directs the senior leadership team, and implements strategies and goals with a concentration on internal management and external relationships. In conjunction with MERC senior leadership team, the CEO manages the growth of revenue generating enterprises and operates at a high level of engagement with various public officials and public and private organizations. The CEO is accountable to the MERC Commission for leadership, development, and management of the organization.

**Reasonable Accommodations:**

To perform this job successfully, an individual must be able to perform each essential duty and physical demands satisfactorily with or without a reasonable accommodation.

**Essential Functions:**

- Set agency vision and strategy and lead senior leadership team to develop and implement short and long-term strategies and goals with concentration on internal management and external relationships. Provides organizational excellence and responsiveness to stakeholders and customers.
- Establish and maintain a collaborative relationship with Metro senior management and the Metro Council.
- Lead an agency workforce by developing effective management practices. Lead MERC directors in the effective management of existing MERC facilities including the recruitment, development, evaluation and retention of qualified employees.
- Serves as a catalyst in raising the visibility and viability of the MERC and its Commission with its stakeholders, clients, elected officials and business community partners through strategic insight and leadership.
- Set agency direction for sustained financial performance and seek out new and enhanced revenue sources to ensure long-term financial stability for MERC. Working in conjunction with the Chief Operating Officer, oversees the establishment of disciplined and effective financial management and reporting.



A SERVICE OF METRO

- Record of accomplishment of building strong management teams
- Proven ability to build and maintain a strong corporate culture.
- Experience in hospitality, tourism, economic development or the convention industry is preferred.
- Experience with the dynamics and transparency associated with a public entity is required.
- Demonstrate integrity, ideas, and performance consistent with MERC and Metro policies and practices.
- Possess a strong public presence with the ability to motivate and inspire people at all levels.
- Possess strong business acumen and be results oriented.
- Demonstrate ability to be innovative, creative and entrepreneurial.
- Possess superior organizational leadership experience.
- Ability to work various hours, including evenings, weekends and holidays.
- Must possess a valid driver's license and the ability to meet MERC's Safe Driving Standards Policy.

**Physical Demands / Work Environment:**

- Majority of work is completed in a general office environment with exposure to moderate levels of noise in a well-lit, well-ventilated and moderately paced environment.
- Continuously required to read computer screen; hear and/or respond to verbal/audio cues; perform repetitive motions of hands and wrist; sit for extended periods.
- Rarely required to stand and/or walk for extended periods of time; reach with hands and arms, lift, push, pull and/or carry objects up to 10 pounds; stoop, keel, crouch or crawl; twist and/or bend.

*"MERC believes that each employee makes a significant contribution to our overall success. That contribution should not be limited by the assigned responsibilities. Therefore, this Classification Description is designed to outline primary duties, qualifications and job scope, but not limit the incumbent or MERC, to just the specific work identified. It is our expectation that each employee will offer his or her services wherever and whenever necessary to ensure the success of our endeavors."*

APPROVED:

*[Signature]*  
MERC Human Resources Manager

*6/11/09*

Date

*[Signature]*  
MERC Commission Chair

*5/27/09*

Date



**MERC Commission Meeting**  
**MERC General Business**

METROPOLITAN EXPOSITION-RECREATION COMMISSION

**Resolution No. 09-09**

**For the Purpose of Accepting ThyssenKrupp Elevator’s Proposal for Elevator and Escalator Maintenance – Oregon Convention Center and Authorizing the Chief Executive Officer/General Manager to Enter Into a Three Year Agreement**

WHEREAS, on May 7, 2009, MERC staff issued the formal Request for Proposal (RFP) #08-08, Elevator and Escalator Maintenance – Oregon Convention Center on behalf of the Oregon Convention Center; and

WHEREAS, staff received five responsive, responsible proposals before the RFP submittal deadline; and

WHEREAS, an evaluation committee comprised of operations staff from the Oregon Convention Center unanimously scored ThyssenKrupp Elevator highest; and

WHEREAS, no appeals or protests were received within the allotted appeal period; and

WHEREAS, based on elevator and escalator maintenance expenditures of the Oregon Convention Center in the last three years it is expected that MERC will spend approximately \$175,000 per year for this service,

**BE IT THEREFORE RESOLVED AS FOLLOWS:**

- The Metropolitan Exposition Recreation Commission hereby finds that it is in the public interest to accept the proposal that ThyssenKrupp Elevator submitted in response to RFP #08-08, Elevator and Escalator Maintenance – Oregon Convention Center,
- Approves the award of a three year contract with options for two one year extensions with ThyssenKrupp Elevator, , and
- Delegates authority to the Chief Executive Officer/General Manager to execute the contract substantially in the form as attached hereto to provide elevator and escalator maintenance services for the Oregon Convention Center on its behalf.

Approved as to form:  
Daniel B Cooper, Metro Attorney

\_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Nathan Sykes, Senior Attorney

\_\_\_\_\_  
Secretary-Treasurer

## **MERC STAFF REPORT**

**Agenda Item/Issue:** For the Purpose of Accepting ThyssenKrupp Elevator's proposal for Elevator and Escalator Maintenance for the Oregon Convention Center and Authorizing the Chief Executive Officer to Enter Into a Three Year Agreement

**Resolution No.: 09-09**

**Date:** June 24, 2009

**Presented by:** Julie Hoffman

**Background:** On May 7, 2009, MERC issued a formal Request for Proposals for Elevator and Escalator Maintenance for the Oregon Convention Center. Notice was sent to 12 local elevator and escalator maintenance companies and posted in the Portland Daily Journal of Commerce. Five responsive, responsible proposals were received and evaluated by operations team members from OCC. The evaluation criteria were: qualifications and competencies, capability, history, MWESB and FOTA participation and price, with the emphasis on price. The Evaluation Committee unanimously scored ThyssenKrupp the highest. Notice of Intent to Award the contract was sent out on June 9, 2009. No appeals were received.

Elevator and Escalator Maintenance expenditures for OCC for FY 06-07, 07-08 and 08-09 were approximately \$125,000, \$160,000 and \$170,000 respectively. Because of the uncertainty of services to be needed (i.e. requests for service beyond the monthly preventative maintenance) staff recommends that the contract amount be based on a not-to-exceed price of \$175,000 per year. ThyssenKrupp may request modification to the contract price at the contract anniversary. Requests must include the formula on which the increase is based and documentation of any actual changes in the cost of components and labor involved in the contract.

**Fiscal Impact:** It is estimated that the three year agreement will not exceed \$525,000. ThyssenKrupp Elevator may request modification to the contract price annually. Requests must include justification for increase. Appropriation for elevator and escalator maintenance is included in the budget annually and funded from operating revenues.

**Other Considerations:** None

**Recommendation:** Staff recommends that the Commission by Resolution 09-09 authorize awarding the contract to ThyssenKrupp Elevator and authorize the Chief Executive Officer to execute a contract.

## Attachment A

# Standard Public Contract

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OCC Elevator/Escalator Maintenance

CONTRACT NO. \_\_\_\_\_

### (1) PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and ThyssenKrupp Elevator, whose address is 14626 NE Airport Way, Portland OR 97230-3448, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

#### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 2009 through and including June 30, 2012. This agreement may be renewed for two additional one year periods at the sole discretion of MERC. The renewals shall take the form of a written bilateral amendment.

#### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR an amount not to exceed \$525,000 for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

#### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, Metro, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. This indemnity provision shall apply except for those claims which arise out of the sole negligence or willful misconduct of MERC. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

#### ARTICLE V TERMINATION

In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

## ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, Metro and its appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, Metro and its appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or

subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

#### ARTICLE VIII QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

#### ARTICLE IX OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

#### ARTICLE X SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

#### ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XII  
SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIII  
INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIV  
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XV  
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

ARTICLE XVI  
VENUE

The parties agree to the exclusive jurisdiction and venue for any claim arising under this Contract shall be in the state or federal courts located in Multnomah County, Oregon.

**CONTRACTOR**

**METROPOLITAN EXPOSITION-RECREATION  
COMMISSION**

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

By: \_\_\_\_\_  
David Woolson, Chief Operating Officer

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

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

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

## Attachment A, Scope of Work, Fees, and Payment Schedule

### I. General Provisions

#### A. Vendor Qualifications:

- i. It is imperative that the elevator maintenance be performed by a contractor who has satisfactorily maintained a majority of the brands and models of elevators listed herein.
- ii. Contractor must be regularly established in the business called for and, in the judgment of MERC/OCC, maintain financial responsibility and be able to show evidence of reliability, ability and experience, as well as other requirements outlined in this Contract.
- iii. The Contractor and all employees must be licensed by the Oregon Department of Consumer and Business Services.
- iv. Contractor's employees must have previous maintenance experience with identical equipment.
- v. Any and all employees performing work under this agreement shall be satisfactory to the MERC/OCC Facility Manager.

B. Contractor shall provide all equipment, tools, materials and labor necessary to perform complete maintenance service on all elevators and escalators listed in Section XXII "Elevators and Escalators under Coverage."

C. Contractor shall repair and/or replace all elevator/escalator components within one (1) working day of notification of component failure.

D. Contractor shall stock a job material inventory and a spare parts inventory to insure prompt repair. The Contractor agrees to use brand name parts as specified for to fit the requirements of the elevator/escalator manufacturer. After-market parts/components will not be accepted unless prior approval is received from the Facility Manager. Failure to comply with this provision will constitute breach on the part of the Contractor.

E. The Contractor shall warranty materials and workmanship for a period of one year (12 months) from the effective completion date of installation.

F. The Contractor shall obtain all government required inspections and certifications and forward them to the Facility Manager for filing.

G. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks ANSI A17.1 and A17.2, including supplements (hereinafter referred to as ANSI A 17.1) to maintain the equipment in optimal working condition. MERC/OCC Facility Manager shall determine if optimal working condition has been met. Upon request Contractor shall provide latest edition of all applicable codes, rules and regulations.

H. If requested by the Facility Manager, the Contractor shall supply a standard steel cabinet for the orderly storage of replacement parts in the machine room and wiring diagrams for the term of this contract.

#### I. Documentation:

- i. Contractor shall make periodic tests and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators. Written reports of said tests shall be submitted to the Facility Manager and in the case of running safety tests, prior notification shall be given so that a representative of the facility may witness said test.
- ii. Facility agrees to furnish to the Contractor, to the extent available, for the Contractor's use for as long as this contract remains in effect, a complete set of electrical wiring diagrams for all the equipment covered by this contract, together with all additional helpful information such as instruction manuals, lubrication charts, etc., that are available to the facility from the manufacturers, at no cost. Contractor shall maintain a set of the



diagrams showing as-built conditions with any changes or modifications to circuits resulting from control modifications, parts replacement or equipment upgrade. MERC/OCC retains sole ownership of these wiring diagrams. The Contractor shall protect and maintain the above materials and shall, on discontinuance of this contract, return the documents to the Facility Manager in first-class condition. The wiring diagrams shall be kept by the Contractor in a neat and orderly fashion and be located in each machine room or in a location as agreed upon between the Contractor and Facility Manager.

- iii. Every month the Contractor shall provide and maintain a maintenance schedule and work log and shall send these documents to the Facility Manager. Log shall include all entries for routine maintenance and repairs. Entries shall include date work is completed, brief description of work completed and the mechanic's name. Contractor and Facility Manager shall mutually agree upon a storage location on-site where these records shall be kept and accessed by both Contractor and Facility Manager at any time.
- iv. Material Safety Data Sheets (MSDS) for products the Contractor intends to employ under this contract shall be provided to the Facility Manager prior to commencement of work to document all health and physical hazards, chemical ingredients, exposure limits, personal protective equipment for handling and use, and emergency procedures in response to unanticipated spills or environmental release. It shall remain the responsibility of the Contractor to inform and train the Contractor's employees on the use of Material Safety Data Sheets.

## II. Requests for Emergency and Non-Scheduled Repair

- A. In the event an elevator/escalator fails to operate properly, the Facility Manager or Building Engineer shall notify the Contractor by telephone and request immediate repair. For this purpose, Contractor shall maintain at all times office facilities with a twenty-four (24) hour telephone service, seven days per week and personnel to promptly dispatch competent mechanics to repair any reported elevator or escalator. Response time on an emergency call shall be provided with one (1) hour of MERC/OCC placing the call.
- B. A maximum sixty (60) minutes service availability time shall be provided unless a person is trapped in an elevator. If a person is trapped, Contractor shall arrive on the job-site within thirty (30) minutes of the call being placed.

## III. Mechanic's Check-In Procedure and Work Tickets

- A. Contractor's mechanic shall check in at the OCC Security Office and with the Facility Manager or Facility Engineer upon arrival and leaving the jobsite. Copies of mechanic's work ticket shall be signed by the Facility Manager or Facility Engineer or left at the OCC Security Office if either one is unavailable.
- B. After each service/trouble call and/or regularly scheduled maintenance, a legible duplicate copy of the work ticket shall be completed indicating the elevator/escalator serviced, work performed, parts replaced, total hours on the job and the name of the Contractors' service personnel performing the work. In the case of an elevator/escalator shutdown or repair, the work ticket shall describe the cause of the elevator/escalator failure and the action taken to correct the failure.
- C. One invoice copy with original work ticket shall be sent to OCC as follows:
  - i. Monthly Preventative Maintenance and Service invoices shall have an original work ticket attached and be sent once a month. Payment shall be made within thirty (30) days of receipt of an approved invoice.

- ii. Unscheduled service/trouble call work invoices shall be sent upon completion of the work and shall have an original work ticket attached. Payment shall be made within thirty (30) days of receipt of an approved invoice.

#### IV. Records

- A. General: The Contractor shall keep and maintain all records required by law or described below, and shall make same available for inspection by the Owner upon seven (7) days notice.
- B. Maintenance Logs: The Contractor shall maintain a log (check-chart) of completed maintenance tasks and repairs in each machine room. The log shall be signed/initialed and dated by the mechanic when tasks are completed. The log shall include monthly firefighters service testing. The log shall be summarized monthly and provided to the Owner.
- C. Callback Logs: The Contractor shall maintain a log of all callbacks, including corrective measures, in each machine room. The log shall be summarized monthly and provided to the Owner.
- D. Planned Repair Logs: The Contractor shall provide to the Owner monthly a summary of identified upcoming repair projects and the schedule for next six months. The Owner will work with the Contractor to find available dates to complete the repairs.
- E. Performance Logs: The Contractor shall conduct performance evaluations of the Unit's performance and operation. These evaluations will be conducted on an annual basis, or more frequently when conditions warrant. The speed, floor-to-floor times, door times and all safety devices are to be tested in accordance with manufacturer's operating standards. The Contractor shall provide a report to the Owner.
- F. Work Tickets: The Contractor, in response to a callback or routine maintenance, must notify the Facility Manager or Building Engineer in charge of their arrival at the Building and verification of their start time of the work. After the work is completed, the Contractor must secure the signature of the Facility Manager or Facility Engineer on the Contractor's work ticket. In the event a Facility Manager or Facility Engineer is not available, the Contractor will leave the completed work ticket at the Security Office.

The Contractor shall include the following information on the work ticket:

- i. Building name and address.
  - ii. Unit number designation and State ID.
  - iii. Date and time call was received.
  - iv. Authorized representative placing the callback.
  - v. Callback response date and start time.
  - vi. Description of work performed at the job site, including any parts replaced, and an explanation of the specific problems and corrective measures taken.
  - vii. Mechanic/helper names, labor hours worked (straight and/or overtime), and number of hours worked to complete job (attach daily time sheets).
  - viii. Date and time callback was completed with equipment back in running order, with Facility Manager or Facility Engineer's signature.
- G. The Contractor shall submit copies of the work tickets at least once a week. The Contractor shall note on the Work Ticket and bring to the attention of the Building Engineer any conditions that may affect the safe operation of elevator.
  - H. Semi-Annual Report: Contractor shall submit a semi-annually summary of all routine maintenance and callbacks for each elevator and escalator that includes Unit number designation and State ID, date of service, and description of work completed.

- I. Annual Up Time Report: Contractor shall provide annual up-time report for all elevators and escalators by designation and State ID number
- V. Alterations and Additions – Contractor shall make no alterations or additions to the equipment without prior written approval from the Facility Manager.
- VI. The Contractor shall provide at no cost to MERC/OCC for all services and repairs for damage, accident or abuse that is caused by the Contractor, employees and agents of the Contractor or subcontractors working for the Contractor.
- VII. The Contractor shall protect all adjacent equipment, surfaces, etc., from damage and shall make good any damage thereto at his own expense.
- VIII. In performance of this contract, the Contractor agrees to carry out all work in strict compliance with all laws, codes, rules and regulations set forth with regard to the equipment by municipal, state or federal authorities having jurisdiction in effect during the term of this contract including all extensions.
- IX. The Facility Manager is to provide the Contractor with full and free access to the equipment to render service thereon. Facility Manager is also to provide Contractor with approved list of individuals authorized to request call-back/or related services not covered under this agreement.
- X. Contractor's service and repair personnel shall wear uniforms identifying them as employees of the Contractor for ease of identification by the Facility Manager. Contractor shall enforce strict discipline and order among their employees while on MERC/OCC premises and shall be subject to the rules and regulations established by MERC/OCC. Personnel deemed unacceptable by MERC/OCC, for any reason, shall not be allowed to perform work under this contract.
- XI. Keys will be provided to the Contractor for the elevator machine rooms and will be signed out daily at the OCC Security Office. The Security Office is staffed 24/7. Duplication of any of the keys is forbidden. Any and all costs occurring due to loss of keys by the Contractor or Contractor personnel, including the changing of locks, shall be born at the sole cost and expense of the Contractor. Contractor must return all keys to the OCC Security Office at the end of each work day or service call.
- XII. All labor furnished by Contractor shall be trained journeyman level mechanics and helpers, thoroughly skilled in elevator and/or escalator maintenance and directly employed and supervised by the Contractor. They shall use all reasonable care to maintain the equipment in a proper and safe operating condition and to extend the life of the equipment.
- XIII. Inspection of the Equipment:
  - A. MERC/OCC reserves the right to make surveys, inspections and tests at their expense when deemed necessary to ascertain that the requirements of the contract are being fulfilled. Deficiencies noted shall be expeditiously corrected at Contractor's expense.
  - B. If Contractor fails to perform the work required by the terms of the contract in a diligent and satisfactory manner, MERC/OCC may, after ten (10) days written notice to Contractor, perform or cause to be performed all or part of the work required hereunder. Contractor agrees that he shall reimburse MERC/OCC for any expense incurred therein or MERC/OCC may at its election deduct the amount from any sum owed to or to be owed to the Contractor.
  - C. When work is determined not to be Contractor's responsibility, a written report signed by Contractor shall be delivered within seventy-two (72) hours to MERC/OCC for further action.

- D. If a safety or potential safety problem exists, Contractor shall immediately correct the problem at the expense of MERC/OCC. A written report shall be delivered to MERC/OCC within twenty-four (24) hours stating the work performed.
- E. In the case of an elevator or escalator accident, MERC/OCC shall be notified immediately by the Contractor. The equipment shall not be placed in operation until after an investigation is performed by MERC/OCC and the State of Oregon Elevator Inspector.

XIV. Performance Requirements for Elevators and Escalators – Contractor shall maintain the minimum elevator/escalator performance requirements based on State Code for the State of Oregon.

XV. Cost Adjustments

- A. The price of the contract may be adjusted annually to compensate for changes in the direct cost of labor employed and materials used in the performance of the services specified. The adjustments, if any, shall be based upon costs in effect at the end of each contract year, and shall become effective at the start of the new contract year.
- B. These annual adjustments shall be computed in the following manner and included as part of the Contractor's proposal:
  - i. Eighty percent (80%) of the contract shall be adjusted by the percentage of change in the direct cost of Elevator Inspector Mechanics employed in the regular performance of this contract. The "direct costs" of labor is defined as the actual straight time hourly rate of pay plus the hourly cost of all fringe benefits paid by the Contractor to the employee in his union on his behalf. Costs incurred by the Contractor for its benefit or protections are not included.
  - ii. Twenty percent (20%) of the contract price shall be adjusted by the percentage of change in the index published by the U.S. Department of Labor, Bureau of Statistics, known as the "Wholesale Commodity Prices for Metals and Metal Products" index. The price of the increase is based upon this index for the month as specified in the Contractor's proposal, which will be so stated as the first annual adjustment to the contract price and shall be calculated by comparing the index for the final month of the current contract year with the index for the final month of the last previous contract year.

XVI. Elevator Maintenance – Complete preventative maintenance and repair service as defined below is to be completed so as to maintain elevators in optimal working condition based on State of Oregon standards:

- A. The Contractor agrees to provide full preventative maintenance and repair service on a regular basis for the elevators under this contract. This includes all labor and materials, inspections, adjustments, tests, parts replacement and repairs to keep the elevators in continuous use at their established capacity and efficiency for their intended purpose.
- B. Contractor agrees to increase the hours and/or frequency of service for any vertical lift equipment that does not meet the minimum standard of performance based on State of Oregon standards. This additional preventative maintenance shall be at no additional cost to MERC/OCC.
- C. Contractor shall perform regular preventative maintenance and systematic examination including cleaning, lubricating and adjusting the vertical transportation equipment and providing call-back services specified during regular working hours; and, as conditions warrant, maintain and repair all portions of the equipment included under the specifications of this agreement in accordance with industry standards including:
  - i. When required or necessary, adjust, repair or replace solid state controls and circuit boards and provide programming as needed. Repair or replace as required machine, motor, generator and controller parts, including: generator, worm gears, thrusts, bearings,

brake magnet coils, brake shoes, brushes, windings, commutators, armature coils, contacts, resistance units, magnet frames, sheaves, shafts, bearings, plungers, pumping plants, tanks, piping, operating valves and all other mechanical parts.

- ii. Lubricate guide rails and, when necessary, repair or renew car guide shoes, counter-weight guide shoes and adjust or replace belts. When necessary, equalize the tension on all hoisting ropes; renew, when necessary, all wire rope cables, and repair or replace conductor trail cables; replace fuses and indicator bulbs in operating panels, stations and indicators. Renew, when necessary, wiring for shaftway door interlocks, and for push button and cat operating stations.
  - iii. Maintain the hoistway, pit, machinery, machine room and any assigned elevator Contractor work space in a clean, orderly condition, free of dirt, dust, oil and grease spills, trash and debris.
    - a. Complete power plant, consisting of its enclosure, pump, motor, power transmissions elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets and all other accessories.
    - b. Entire controller and motor starter, including accessories.
    - c. Entire "jack unit," including everything except excluded items listed hereinafter; exterior "jack unit" casing.
    - d. All electrical wiring conduit ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches and hoistway outlets.
    - e. All piping, fittings and accessories such as vibration dampeners, silencers, etc., between pumping plant and the "jack unit." Underground piping not included.
    - f. All heating or cooling elements, facilities, insulation and accessories for controlling the oil temperature.
    - g. Hydraulic fluid.
    - h. Emergency lighting, if furnished and installed by same manufacturer.
    - i. Firemen's service equipment (applicable).
    - j. Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, manual door closer and auxiliary door closing devices.
    - k. All other miscellaneous equipment, materials, etc., not mentioned above or in the make-up of the complete elevators.
  - iv. Test and maintain elevator phone.
  - v. Replace any non-working light bulbs in elevator car or machine room. Notify Facility Manager when light fixtures, tubes, ballasts and bulbs for general lighting are non-working. All parts will be supplied by Facility Manager. Contractor shall install replacement light fixtures, tubes, bulbs, lamps and ballasts as part of the preventative maintenance portion of this contract.
- D. Testing/Inspections – Contractor shall conduct the following tests and any other tests required at the time of signing the contract:
- i. All tests and inspections required by the State of Oregon Department of Consumer and Business Services.
  - ii. Written reports of these tests shall be submitted to the Facility Manager within five (5) days from completion and also as required to the State of Oregon Department of Consumer and Business Services. Seven (7) days prior notification shall be given to the Facility Manager so that a representative of MERC/OCC may witness said test(s).
  - iii. Contractor shall perform all required fire return tests and maintain all required documentation. Results of such testing shall be submitted to the Facility Manager.
  - iv. Conduct all other required/mandated tests, including five (5) year testing and certification and make any corrections as noted by state inspections.
  - v. Conduct a yearly relief valve test and cylinder leakage test on all hydraulic elevators' in accordance with ANSI A17.1-1001 code.
- E. Re-lamp all signals during regular examinations.

- F. Renew guide rollers to insure a smooth and quiet operation.
- G. Repair and/or replace electrical traveling conductor cables.
- H. All adjustments required to maintain the proper door opening and closing time, within the limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.
- I. Conduct periodic evaluations of equipment performance including car speed, door operations, riding quality and car leveling. Following such evaluations, the Contractor shall perform adjustments, repairs and replacements required to maintain safe operating performance.
- J. The Contractor shall be responsible for maintaining all hydraulic fluids and lubricants and proper disposal of any contaminated waste products. All usage of hydraulic fluids and lubricants must be reported to the Facility Manager for his files. Any usage or loss of the hydraulic fluid that cannot be accounted for must be immediately reported to the appropriate Facility Manager for review and evaluation. An underground cylinder or feed line leak must be identified immediately and the elevator must be removed from service.

XVII. Escalator Maintenance – Complete preventative maintenance as defined below so as to maintain escalators in optimal working condition based on State of Oregon standards:

The Contractor agrees to provide full preventative maintenance service on a regular basis for the escalators under this contract. This includes all labor and materials, inspections, adjustments, tests, parts replacement and repairs to keep the escalators in continuous use at their established capacity and efficiency for their intended purpose. This includes but is not limited to:

- A. Escalator machines, motors, brakes, brake lining, drive chains, novatex boards, bull gears, handrails, step and chain rollers and spindles, steps, step treads and risers, sprockets, worms and gears, bearings and seals, comb plates, rollers and newels, handrail guides, handrail boards, controllers, internal lights, stop switches.
- B. Wiring, tracks, step and hand rail chains, and all structural members.
- C. Governors, contacts, fuses, lit switches, push buttons, safety switches, safety brushes, and all other electrical control parts. The Contractor will agree to furnish the following lubricants that equate to the lubricant specifications recommended by the escalator manufacturer for:
  - Gear Oil
  - Machine Oil
  - Bearing Grease
- D. Parts for repair and replacement shall be manufactured to the exact specifications required by the escalator manufacturer. Failure to comply with this provision will constitute breach on part of the Contractor.
- E. The contractor agrees to periodically clean elevator/escalator hatch equipment, including door hangers, tracks, hatchways, switches and car-top buffer sand pits.
- F. The Contractor shall, in accordance with ANSI Code A17.1-1000.2c, agree to perform a thorough cleaning and safety inspection of all escalators covered under this contract within ninety (90) days of the award of the contract.
- G. Cleaning and safety inspection shall include:
  - i. Clean and fill ring gear oil bucket with manufacturer specified gear oil. Check for gear shavings.

- ii. Check operation and setting of all safety switches.
- iii. Clean and lubricate step chains with machine oil "C."
- iv. Clean and lubricate handrail drive chains with manufacturer specified machine oil. Check and adjust tension if required.
- v. Clean and lubricate governor and NRD drive chain with manufacturer specified machine oil. Check and adjust tension if required.
- vi. Check handrail for slippage. Clean and wax handrail guide surface as required.
- vii. Change oil in gear box with manufacturer specified gear oil. Clean breather in top of box.
- viii. Clean and check operation and tension of lower reversing station. Check chain tension spring; adjust tension and safety switches if required.
- ix. Clean and adjust step chain novatex boards.
- x. Clean dirt deposits from step band tracks. Tighten any loose fastenings.
- xi. Check operation of controller. Clean and adjust as required.
- xii. Check stopping distance of empty unit. Clean and adjust brake as required.
- xiii. Lubricate all step flanges.
- xiv. Clean oil drip pan full length of escalator.
- xv. Grease main drive shaft bearings, bull gear bearings and upper handrail sheave bearings. Lower handrail sheave bearing, lower step chain idler sprockets (also intermediate shaft bearing on unit where present) with bearing grease "B."
- xvi. Clean and lubricate motor with manufacturer specified bearing grease.
- xvii. Clean, check and lubricate fan and fan motor. Replace parts as necessary to keep in working order.
- xviii. Any display lighting highlighting switches, buttons, signals, etc. which are not for general lighting purposes shall be considered part of the elevator/escalator equipment and Contractor shall repair or replace it as part of the preventative maintenance portion of this contract.

H. In performing the work indicated above, Contractor agrees to provide only quality parts for replacement or repair and to only use those lubricants obtained from and/or recommended by the manufacturer of the equipment. Equivalent parts or lubricants may be used if approved in writing by the Facility Manager.

#### XVIII. Exclusions

The following are exclusions from preventative maintenance services for elevators and escalators:

- A. Repairs required because of negligence, accident or misuse of the equipment by anyone other than the Contractor, his employees, subcontractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
- B. Repair or replacement of building items such as hoistway or machine room walls and floors, car enclosures (including removable panels, door panels, car gates, suspended ceilings, handrails, car finish, floor material, hoistway entrance and frames, door and sills and signal fixture face plates).
- C. The Contractor shall not be responsible to replace mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- D. Car enclosure, including side walls, interior paneling, handrails, bases, car tops, and drop ceilings, and if necessary, refinishing, repairing, or replacing these items.
- E. Gates and/or doors, hoistway enclosures, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders – their switches and their wiring and fusing, smoke or heat sensors not installed by an elevator/escalator vendor.

- F. Underground piping, if any, between the pumping plant and jack unit. Cylinder for the jack and well hole casing. Building work items, including tear-out replacement, refinishing, etc. to gain access to the above items and restore the elevator(s) to normal use.
- G. Contractor shall not be required under this agreement to install new devices on the equipment, which may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, subsequent to the date of this contract, unless compensated for such installation.
- H. Contractor shall not be responsible to make changes or modifications in design, to make any replacements with parts of different design, or to perform cleaning of cab interior and exposed sills.
- I. If a component is determined to be obsolete and requires replacement, the Facility Manager will be provided with a written proposal for the replacement of the obsolete component. This proposal will include an appropriate credit for components and labor had readily replaceable components of the original design been available.

XIX. Cancellation

- A. Inspections and tests may be completed by MERC/OCC to ascertain that the requirements of this contract are being fulfilled by Contractor. Deficiencies noted shall be promptly corrected at Contractor's expense.
- B. If Contractor violates any of the provisions of this contract or fails to properly provide the services required by this contract, MERC/OCC shall advise Contractor of specific deficiencies to correct MERC/OCC's total satisfaction.
- C. In the event Contractor fails to correct the deficiencies in the allotted time, MERC/OCC shall have the right to terminate this agreement on thirty (30) days written notice to the Contractor.
- D. If MERC/OCC fails to pay current monthly invoices within thirty (30) days of receipt of said invoices, Contractor may on thirty (30) days written notice to MERC/OCC terminate this agreement.
- E. In the event of building sale or change of ownership, this agreement shall remain in force until canceled by either party giving thirty (30) days notice of termination to the other party.

XX. Performance Guarantee

- A. Definitions:
  - i. Equipment – All elevators, escalator, wheelchair lifts at the OCC facility mentioned in this document or added to the contract through an amendment.
  - ii. Call back – Any call or report of problems by the Facility Manager (or designee) to Contractor regarding equipment covered under this contract.
  - iii. Contractor – ThyssenKrupp Elevator.
  - iv. Year – Fiscal year July 1 through June 30.
- B. Guarantee
  - i. If any piece of equipment is out of service for longer than two consecutive days (48 hour period) due to a non-scheduled repair or a repair that is due to a lack of preventative maintenance or because the required repair/replacement parts are not available within the time frame required in the contract, the full monthly maintenance fee for that unit of equipment will not be charged. In addition, if the unit of equipment is out of service for more than five (5) days MERC/OCC will receive a credit of \$500 per day until the unit is back in service. If MERC/OCC has already paid the monthly maintenance fee for that



particular equipment, a credit will be made against the next monthly billing. All maintenance/service shall be prescheduled in writing.

- ii. If the Contractor does not respond in the time frame listed in section 3 (a) and (b) under this existing agreement, MERC/OCC will receive a credit against its next monthly billing in the amount of \$500 for each two-hour period that has gone beyond the required response time for each repair call.
- iii. If during any consecutive thirty (30) days owner experiences more than three (3) callbacks for the same unit of equipment for the same problem, the monthly maintenance fee for that unit will not be charged and if already paid, a credit will be made against the next monthly billing.
- iv. If any unit of equipment should have more than nine (9) callbacks per year, the billing immediately following the tenth (10th) call back shall be credited in the amount of \$500 for each unit exceeding this call back amount. This amount shall be credited on a per unit, per occurrence basis.
- v. If any of the required reports are not submitted within the time frame allowed, a credit in the amount of \$300 will be made against the next monthly billing. The credit will be made for each instance of late reporting.

XXI. Terms of Payment

- A. Upon completion of each work visit, Contractor shall deliver a work ticket to the Facility Manager. Once a month, regular maintenance invoices shall be sent to the address listed under "Contact Information." Unscheduled service and trouble call work invoices shall be sent upon completion of the work.
- B. Each month the Contractor shall submit a summarized log of all callbacks per unit number and State ID number.
- C. Contractor shall submit a semi-annual summary of all preventative maintenance, routine service or repairs and callbacks for each elevator and escalator that includes Unit number designation and State ID, date of service and description of work completed.

XXII. Elevators and Escalators under Coverage

Escalator State ID	OCC Designation	Type/Model	Location	
9611	ESC 1	DOWN	Montgomery 5E 4501	Pre Function A
9612	ESC 2	UP	Montgomery 5E 4501	Pre Function A
9615	ESC 3	DOWN	Montgomery 5E 4501	Holladay Lobby - MERC Office
9616	ESC 4	UP	Montgomery 5E 4501	Holladay Lobby - MERC Office
9617	ESC 5	DOWN	Montgomery 5E 4501	King Lobby - OPS Office
9618	ESC 6	UP	Montgomery 5E 4501	King Lobby - OPS Office
9613	ESC 7	DOWN	Montgomery 5E 4501	Pre Function C
9614	ESC 8	UP	Montgomery 5E 4501	Pre Function C
14949	ESC 9	DOWN	KONE E Series 5000	Ginko Lane
14950	ESC 10	UP	KONE E Series 5000	Ginko Lane
14951	ESC 11	DOWN	KONE E Series 5000	Portland Ballroom – North
14952	ESC 12	UP	KONE E Series 5000	Portland Ballroom – North
14953	ESC 13	DOWN	KONE E Series 5000	Portland Ballroom – South
14954	ESC 14	UP	KONE E Series 5000	Portland Ballroom – South

Elevator State ID	OCC Designation	Type/Model	Location
9586	1 - Passenger	Montgomery Hydraulic	Holladay Lobby
9566	2 – Freight	Montgomery Hydraulic	Holladay Lobby
9587	3 - Passenger	Montgomery Hydraulic	King Lobby
9567	4 – Freight	Montgomery Hydraulic	King Lobby
14947	11 - Passenger	KONE Hydraulic	Ginko Lane
14948	12 – Freight	KONE Roped/Hydraulic	Portland Ballroom - Plating Kitchen
14720	13 - Passenger	KONE Traction	Portland Ballroom – North
14721	14 - Passenger	KONE Traction	Portland Ballroom – North
14942	15 – Freight	KONE Roped/Hydraulic	Portland Ballroom – Service Corridor
14722	16 - Passenger	KONE Traction	Portland Ballroom – South
14723	17 - Passenger	KONE Traction	Portland Ballroom – South
14943	18 - Freight	KONE Roped/Hydraulic	Portland Ballroom
WCL 10173	Portable Wheelchair Lift	Cheney/750lb/6ft max	Loading Dock

XXIII. Fees and Hours of Service

<b>Category 1 - Elevators</b>	Yearly Maintenance Charge	Expected Frequency of Maintenance Visits	Estimated time needed to maintain equipment to state standards per maintenance visit*
#1 Hydraulic Passenger	\$1900.80	Monthly	1.0 hrs/per visit
#2 Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#3 Hydraulic Passenger	\$1900.80	Monthly	1.0 hrs/per visit
#4 Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#11 Hydraulic Passenger	\$1900.80	Monthly	1.0 hrs/per visit
#12 Roped /Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#13 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#14 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#15 Roped /Hydraulic Freight	\$3110.40	Monthly	1.5 hrs/per visit
#16 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#17 Traction Passenger	\$5540.40	Twice per month	1.0 hrs/per visit
#18 Roped /Hydraulic Freight	\$3110.40	Twice per month	1.0 hrs/per visit

#18 Roped/Hydraulic Freight Lube and Inspection Service Plan	\$970.00	Quarterly	1.0 hrs/per visit
Portable Wheelchair Lift	\$432.00	Quarterly	1.0 hrs/per visit
Lift Net Elevator Computer Tracking System	\$0.00	Monthly	.25 hrs/per visit

<b>Category 2 - Escalators</b>	Yearly Maintenance Charge	Expected Frequency of Maintenance Visits	Estimated time needed to maintain equipment to state standards per maintenance visit*
#1 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#2 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#3 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#4 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#5 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#6 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#7 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#8 ESC 5E 4501	\$4712.64	Twice per month	1.5 hrs/per visit
#9 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#10 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#11 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#12 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#13 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit
#14 ESC E 5000	\$4712.64	Twice per month	1.5 hrs/per visit

\* These hours shall be the minimum actual hours performing preventative maintenance duties. These hours do not include call-backs, repair adjustments or testing needed to maintain the vertical lift equipment in optimum working order based on State of Oregon standards. Documentation of hours is required for monthly payment due Contractor. For any hours less than the stated not spent on preventative maintenance the dollar value (per hour) shall be deducted from that month's invoice.

Any parts to be used in work that is not preventative maintenance will be charged at a 10% mark-up.

A. Normal working hours are Monday through Friday 7 AM to 5 PM

The Contractor shall perform all Preventative Maintenance work hereunder during the regular working hours of the regular working days of the elevator/escalator trade.

B. Overtime working hours are Monday through Friday 5PM to 7AM, weekends and holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

No overtime work is to be performed unless prior authorization by the Facility Manager or his designee is obtained. If overtime work is required, MERC/OCC shall pay only the difference between normal and overtime labor billing hourly rates.

C. All work to be performed not included in this contract shall be authorized by the appropriate Facility Manager via written notification to the Contractor prior to commencement of the work.

D. Fee Schedule:

Mechanic Rates	
M-F 7AM-5PM Rates	\$ 145.00
Overtime (OT) Rates	\$ 101.50
Holiday/Sunday Rates	\$ 101.50
Non-Preventative Maintenance (PM) Rates	\$ 145.00
Non-PM OT	\$ 246.50
Non-PM Holiday/Sunday	\$ 246.50

E. Callbacks are unlimited and free of charge.

METROPOLITAN EXPOSITION RECREATION COMMISSION

**Resolution No. 09-10**

**For the Purpose of Accepting ELS Architecture and Urban Design's Proposal for the Arlene Schnitzer Concert Hall Renovation and Main Street Project –and Authorizing the Chief Executive Officer/General Manager to Enter Into an Agreement for Personal Services.**

WHEREAS, on December 2, 2009, MERC final proposals for the Arlene Schnitzer Concert Hall Renovation and Main Street Project were due; and

WHEREAS, staff received three (3) responsive, responsible proposals before final the RFP submittal deadline. The three proposers presented final proposals to MERC staff and stakeholders January 30,2009; and

WHEREAS, an evaluation committee comprised of staff from PCPA, MERC, members of the Commission and a third party consultant scored the proposals, ELS Architecture and Urban Design highest; and

WHEREAS, no appeals or protests were received within the allotted appeal period; and

WHEREAS, it is expected that MERC will spend approximately \$225,000 for this service,

**BE IT THEREFORE RESOLVED AS FOLLOWS:**

- The Metropolitan Exposition Recreation Commission hereby finds that it is in the public interest to accept the proposal that ELS Architecture and Urban Design submitted for the Arlene Schnitzer Concert Hall Renovation and Main Street Design Project;
- Approves the award of a Personal Service Agreement to ELS Architecture and Urban Design; and, Delegates the authority to the Chief Executive Officer/General Manager to execute the contract substantially in the form as attached hereto to provide design services for the Portland Center for the Performing Arts on its behalf.

Approved as to form:  
Daniel B Cooper, Metro Attorney

\_\_\_\_\_  
Chair

By: \_\_\_\_\_  
Nathan A. Schwartz Sykes, Senior Attorney

\_\_\_\_\_  
Secretary-Treasurer

## **MERC STAFF REPORT**

**Agenda Item/Issue:** For the Purpose of Accepting ELS Architecture and Urban Design's Proposal for the Arlene Schnitzer Concert Hall Renovation and Main Street Project – and Authorizing the Chief Executive Officer to Enter Into an Agreement for Personal Services.

### **Resolution No.: 09-10**

**Date:** June 24, 2009

**Presented by:** Heather Peck

**Background:** On August 6, 2009, MERC issued a formal Request for Qualifications for professional architectural services necessary to design both a significant renovation to the Arlene Schnitzer Concert Hall and creation of an iconic Main Street venue between the Arlene Schnitzer Concert Hall and Antoinette Hatfield Hall. 7 firms submitted professional qualifications and upon formal evaluation process 4 firms were found to be qualified to submit a proposal for professional design services based upon the evaluation criteria. Of the 4 firms selected to participate in the final design proposal process, 3 firms formally submitted final proposals. The 3 firms submitted written proposals and orally presented their proposals to the evaluation committee and stakeholders. The final evaluation criteria were: written proposal and presentation of proposal, main street design proposal and presentation, project team, and MWESB participation. The Evaluation Committee scored the final proposals and determined ELS Architecture and Urban Design with overall highest scores. Notice of Intent to Award the contract was sent out on March 18, 2009. No appeals were received.

MERC representatives entered into negotiations with ELS Architecture and Urban Design resulting with the final proposal dated June 9, 2009.

**Fiscal Impact:** It is estimated that the Personal Services Agreement will not exceed \$225,000. ELS Architecture and Urban Design may request modification to the contract price, however, requests must include justification for increase and increase must be approved. Appropriation for the Arlene Schnitzer Concert Hall Renovation and Main Street Project is included in the budget and funded from appropriation contribution from the City of Portland.

**Other Considerations:** None

**Recommendation:** Staff recommends that the Commission by Resolution 09-10 authorize awarding the contract to ELS Architecture and Urban Design and authorize the Chief Executive Officer to execute a contract.

# Personal Services Agreement

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Contract # \_\_\_\_\_

THIS AGREEMENT is between Metropolitan Exposition-Recreation Commission ("MERC"), located at 777 N.E. Martin Luther King, Jr. Blvd., Portland, OR 97232-2742, and ELS Architecture and Urban Design, referred to herein as "Contractor," located at 2040 Addison Street Berkeley, CA. 94704.

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

1. **Duration.** This personal services agreement ("Agreement") shall be effective July 6, 2009 and shall remain in effect until and including June 30, 2010, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified below and in the attached "Exhibit A -- Proposal," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work herein and as referenced in Attachment "A", in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

## Project Design Scope Criteria -

- Design emphasis needs to be placed on audience experience. Project scope will increase the number of and access to public restrooms, increase seating comfort and access to seating, provide better distribution of accessible seating, include lobby improvements, and provide some enhancement to interior finishes to provide more "sparkle."
- Acoustic improvement to the Schnitzer will be included. Each contributing element (such as improved orchestra shell, enlarged proscenium opening, addition of a forestage reflector, stage extension, stage re-construction, electro-acoustic enhancement, etc.) must be tempered with the value it provides for audience appreciation and performer environment relative to anticipated cost and the construction period required to complete the improvement.
- The Arlene Schnitzer Concert Hall should be more adaptable to accommodating a wide range of contemporary entertainment. Quick change-over between event types, improved load-in, ease of suspending traveling sound and lighting rigs, flexibility of house equipment, and storage for house equipment (such as orchestra/chorus risers, shell, etc.) should all be considered while retaining the historic character of the venue.
- Construction should occur within the Oregon Symphony off-season, a period of five (or at most six) months from May to September. Improvements that require building closure or major disruption for a greater period of time will have to be evaluated relative to the benefit of the improvement versus the displacement of the Symphony for a season to another location. The total loss of a Symphony season is considered unacceptable.
- During the Stage II design process our team identified significant opportunities resulting from an expansion into Main Street, which include alleviating some of the space issues at the Schnitzer, as well as enhancing the overall experience the PCPA can provide for the City of Portland. Therefore, the Main Street project should be addressed parallel with improvements to the Schnitzer Concert Hall.

## Work Plan – Scope of Work :

Provide a preliminary work plan in our approach to the Arlene Schnitzer Concert Hall renovation that identifies a single, 12-week effort.

Task 1: Develop a Refined Concept for Improvements to the Arlene Schnitzer Concert Hall 6-8 weeks

- A. Understanding the varied approach of each of the five options in the Feasibility Study, the design team will meet and prepare a focused approach with a variety of potential alternatives based on the criteria noted above. The four main components of the building identified in each of the five options include:
- Performance area
  - Performance support
  - Audience chamber
  - Audience support
- B. Meet with the Working Group established by MERC and PCPA to discuss alternatives. This meeting may take the form of a work session where ideas are presented and discussed and new ideas are developed.
- C. Refine concept(s) discussed and alternatives suggested at the Working Group meeting. Study would involve the engineer team and address such issues as:
- Alternatives that may trigger a seismic upgrade or major structural alterations.
  - Alternatives that will require significant change to building systems (mechanical, electrical, plumbing, life safety, etc.)
  - Alternatives that can provide an acceptable level of change to the historic integrity of the character-defining areas of the building
  - Alternatives that will require a longer construction period to complete than a single Symphony off-season.
- D. Meet with Working Group to review the Refined Concepts.
- E. Develop order-of-magnitude costs for the Refined Concept(s) and review with the Working Group. Establish a preferred concept for a first phase of improvements.

Task 2: Develop Concept for Main Street parallel to the Arlene Schnitzer Concert Hall Improvements 6-8 weeks

- Can audience improvements such as the addition of toilets occur in both the Arlene Schnitzer Concert Hall and a Main Street addition, and which is easier to achieve relative to limited construction periods for the Arlene Schnitzer Concert Hall's operation.
- Can a direct/enclosed connection between the Arlene Schnitzer Concert Hall and Antoinette Hatfield Hall buildings allow for any significant sharing of public and support facilities.
- Would the appeal of even a modest Main Street project greatly enhance the fundraising for both the Arlene Schnitzer Concert Hall and Main Street.
- Plan political, administrative, and technical steps are necessary to achieve realization of a Main Street project.
- Additional revenue generating facilities that can be included in the Main Street project.

Task 3: Develop Schematic Design for a First Phase of the Schnitzer Improvements 10-12 weeks

See Attachment "A" - proposal for further details.

**Deliverables**

- Tasks 1 and 2 will be developed in plan, section, sketch, and 3D format.
- Meeting Minutes to be provided by the Contractor.
- Completion of Tasks 1.E and 2 will include a cost estimate, summary memo(s) from contributing disciplines, and drawings formatted for 11x17" reproduction. Task 3 will include more detailed schematic level drawings and a refined cost estimate for a first phase project.

3. Payment. MERC shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed Two hundred, twenty-five thousand and 00/100THS DOLLARS (\$225,000.00).

**Professional Fees**

Base Fee Additional Fee

Task 1: Refined Concept for the Schnitzer Concert Hall

6-8 weeks \$135,000

Task 2: Concept for Main Street (Parallel with Arlene Schnitzer Concert Hall Renovations)\*

6-8 weeks \$40,000

Task 3: Phase One Schematic Design, Schnitzer Concert Hall

10-12 weeks \$ 90,000



Total: \$225,000

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability, shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of 1,000,000 per occurrence.

b. MERC, its appointed officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to MERC 30 days prior to the change or cancellation.

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

d. Contractor shall provide MERC with a Certificate of Insurance complying with this article, and naming MERC as an additional insured within fifteen (15) days of execution of this contract, or twenty-four (24) hours before services under this contract commence, whichever date is earlier.

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

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

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

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

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of MERC. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.

10. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage, or claim which may result from

Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

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

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

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

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

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

**CONTRACTOR**

**METROPOLITAN EXPOSITION-RECREATION  
COMMISSION**

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

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

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

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

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

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



June 09, 2009, Rev 6-16-09

Ms. Heather Peck  
MERC  
777 NE MLK Jr. Blvd.  
Portland, OR 97232

SUBJECT: Fee Proposal for Renovations to the Arlene Schnitzer Concert Hall and Main Street Project

Dear Ms. Peck:

ELS Architecture and Urban Design is pleased to present this proposal for renovations to the Arlene Schnitzer Concert Hall and the Main Street Project.

We are very pleased to be selected for this project through the two stage process that recently concluded. We appreciated the opportunity to meet with you and Robin Williams to discuss the priorities for the scope of the project, our design team for the project, our initial thoughts on phasing, and the process we will use. Our proposal is organized based on these discussions and the information presented in our Stage I and Stage II submittals.

#### **Project Team**

In our Stage I submittal we submitted a preliminary recommendation for the design team. The Stage II process and further discussions have led to adjustments to our team.

ELS Architecture and Urban Design will be the Lead Design Architect and the Architect of Record. Kurt Schindler will be Principal-in-Charge and will lead the effort for the Schnitzer Concert Hall Improvements. Barry Elbasani will be the Resource Principal and will lead the effort for Main Street. As submitted in Stage I, the ELS Team will include Jeff Zieba, Designer; Carlos Alvarez, Project Architect; and Diana Hayton, Interiors. Jeff Zieba, in particular, contributed significantly to the design efforts as part of the Stage II submission.

Greg Baldwin with ZGF will be a consultant to ELS for the design of Main Street. Having successfully collaborated with Greg on past projects in Portland, we see his knowledge of Portland and his association with the Main Street project as invaluable for this part of the project.

Members of the design team submitted as part of the Stage I submittal that will contribute to the scope of design work included in this proposal include:

Acoustic Consultant	Arup Acoustics (San Francisco, California, as lead office)
Theatre Consultant	Theatre Projects Consultants (Norwalk, Connecticut)
Structural Engineer	KPFF Consulting Engineers (Portland, Oregon)
MEP Engineers	Interface Engineering (Portland, Oregon)
Civil Engineer	David Evans and Associates (Portland, Oregon)
Cost	Davis Langdon (San Francisco, California, as lead office)

At completion of the design work anticipated in this proposal, ELS will have a better understanding of the expertise necessary to complete the design work for final design (Design Development and Construction Documents), as well as our approach to managing the design team's efforts during the Bidding and Construction phases. We plan to then supplement our team with additional consultants from the Portland area.

### **Project Scope Criteria**

In our meeting on May 8, 2009, we discussed the project scope relative to issues identified in the 2005 Feasibility Study. Several key criteria were identified:

- The cost of the project should be in the \$15-20 million range. We would therefore anticipate a construction cost not to exceed \$15 million with a project cost not to exceed \$20 million. This corresponds to Feasibility Study Scheme "D" in cost; a final concept will most likely include a different mix of project components and component costs.
- Emphasis needs to be placed on audience experience. Project scope will increase the number of and access to public restrooms, increase seating comfort and access to seating, provide better distribution of accessible seating, include lobby improvements, and provide some enhancement to interior finishes to provide more "sparkle."
- Acoustic improvement to the Schnitzer will be included. Each contributing element (such as improved orchestra shell, enlarged proscenium opening, addition of a forestage reflector, stage extension, stage reconstruction, electro-acoustic enhancement, etc.) must be tempered with the value it provides for audience appreciation and performer environment relative to anticipated cost and the construction period required to complete the improvement.
- The Schnitzer should be more adaptable to accommodating a wide range of contemporary entertainment. Quick change-over between event types, improved load-in, ease of suspending traveling sound and lighting rigs, flexibility of house equipment, and storage for house equipment (such as orchestra/chorus risers, shell, etc.) should all be considered while retaining the historic character of the venue.
- A reduced seating count to approximately 2,500 is an acceptable trade-off for the improvements being considered.
- Construction should occur within the Oregon Symphony off-season, a period of five (or at most six) months from May to September. Improvements that require building closure or major disruption for a greater period of time will have to be evaluated relative to the benefit of the improvement versus the displacement of the Symphony for a season to another location. The total loss of a Symphony season is considered unacceptable.
- During the Stage II design process our team identified significant opportunities resulting from an expansion into Main Street, which include alleviating some of the space issues at the Schnitzer, as well as enhancing the overall experience the PCPA can provide for the City of Portland. Therefore, the Main Street project should be addressed parallel with improvements to the Schnitzer Concert Hall.

### **Work Plan**

As part of our Stage II submission ELS provided a preliminary work plan in our approach to the Arlene Schnitzer Concert Hall renovation that identified a single, 12-week effort. Based on our conversations with you and Robin, we have modified the work plan to the following to reflect MERC and PCPA's desire to identify a scope of work that addresses the most pressing needs for the Schnitzer and develops that scope to a Schematic Design level.

#### Task 1: Develop a Refined Concept for Improvements to the Schnitzer

6-8 weeks

Since the 2005 Feasibility Study was not completed, this task will complete the study and define a preliminary scope to be taken to a Schematic Design level in Task 3.

- A. Understanding the varied approach of each of the five options in the Feasibility Study, the design team will meet and prepare a focused approach with a variety of potential alternatives based on the criteria noted above. The four main components of the building identified in each of the five options include:
  - Performance area
  - Performance support
  - Audience chamber
  - Audience support

- B. Meet with the Working Group established by MERC and PCPA to discuss alternatives. This meeting may take the form of a work session where ideas are presented and discussed and new ideas are developed. There could be two meetings in a single day; the first meeting would include the project leadership, and the second meeting would include a wider group of users and stakeholders. ELS, Arup Acoustics, and Theatre Projects would attend both meetings.
- C. Refine concept(s) discussed and alternatives suggested at the Working Group meeting. Study would involve the engineer team and address such issues as:
- Which alternatives may trigger a seismic upgrade or major structural alterations?
  - Which alternatives require significant change to building systems (mechanical, electrical, plumbing, life safety, etc.)?
  - Which alternatives can be provided with an acceptable level of change to the historic integrity of the character-defining areas of the building?
  - Which alternatives will require a longer construction period to complete than a single Symphony off-season?
- D. Meet with Working Group to review the Refined Concept(s).
- E. Develop order-of-magnitude costs for the Refined Concept(s) and review with the Working Group. Establish a preferred concept for a first phase of improvements.

Task 2: Develop Concept for Main Street parallel to the Schnitzer Improvements      6-8 weeks

As noted above, development of a preliminary concept for Main Street should parallel the development of a refined concept for the Schnitzer addressing such issues as:

- Can audience improvements such as the addition of toilets occur in both the Schnitzer and a Main Street addition, and which is easier to achieve relative to limited construction periods for the Schnitzer's operation?
- Can a direct/enclosed connection between the Schnitzer and Antoinette Hatfield Hall buildings allow for any significant sharing of public and support facilities?
- Would the appeal of even a modest Main Street project greatly enhance the fundraising for both the Schnitzer and Main Street?
- What political, administrative, and technical steps are necessary to achieve realization of a Main Street project?
- Are there additional revenue generating facilities that can be included in the Main Street project?

We anticipate the alternatives for Main Street be discussed at the Working Group meetings noted above. Costs would be developed for Main Street options in Task 1.E. Parallel to Main Street concepts we may develop and compare other alternatives for public space, briefly identified in our Stage II presentation, such as a Founder's Room over the Schnitzer lobby or the enclosure of the Park-side balcony.

Task 3: Develop Schematic Design for a First Phase of the Schnitzer Improvements      10-12 weeks

Discussions at our meeting indicated that MERC would like to establish a first phase of Schnitzer improvements that could be accomplished in a single Symphony off-season. We anticipate such a project would address the most pressing needs of audience amenities and comfort, and, possibly, part of the needs for acoustic improvements. Based on the scope identified in Task 1, we will develop Schematic Design documents within the parameters of the fees we have established below. While a greater scope of work might reflect a lesser developed design, the goal will be to prepare documentation beyond the Refined Concept to allow final design (as represented by Design Development and Construction Documents) to proceed with greater confidence when funding is available. We assume there will be two Working Group meetings during this task.

**Deliverables**

Tasks 1 and 2 will be developed in plan, section, sketch, and 3D format, similar to our Stage II submission. We will provide meeting minutes for each meeting. The completion of Tasks 1.E and 2 will include a cost estimate, summary memo(s) from contributing disciplines, and drawings formatted for 11x17" reproduction. Task 3 will include more detailed schematic level drawings and a refined cost estimate for a first phase project.

**Professional Fees**

We have developed the work plan to be a lean, efficient process to meet MERC's level of initial design for the fundraising period for the Schnitzer Concert Hall Improvements. We have identified a separate fee for Task 2. As noted, we have included two Working Group meetings for each phase. Additional meetings or more formal presentations to large public groups can be added to our scope of work.

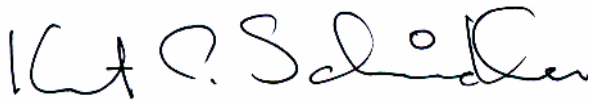
	<u>Base Fee</u>	<u>Additional Fee</u>
Task 1: Refined Concept for the Schnitzer Concert Hall 6-8 weeks	\$135,000	
Task 2: Concept for Main Street (Parallel with Schnitzer)* 6-8 weeks		\$40,000
Task 3: Phase One Schematic Design, Schnitzer Concert Hall 10-12 weeks	<u>\$ 90,000</u> \$225,000	

*\*Note Barry Elbasani will be invoiced at cost.  
Additional meetings – \$2,000 per person, per meeting.  
Enhanced graphics – allowance to be determined.  
Reimbursable expenses will be invoiced per the attached schedule.*

We are very happy to discuss this proposal in more detail with you and to answer any questions that you may have. We assume MERC will provide their contract for preliminary design services for our review. We look forward to working with the Metropolitan Exposition Recreation Commission and our continued association with the Portland Center for the Performing Arts for the Arlene Schnitzer Concert Hall and Main Street Project.

Sincerely,

**ELS Architecture and Urban Design**



Kurt Schindler, AIA  
Principal

June 24, 2009

To: Metropolitan Exposition Recreation Commission

From: Cheryl Twete

Subject: Updates on the Expo Center Master Plan Process and the Headquarters Hotel Project

Instead of a staff presentation at your June meeting, please accept this memorandum updating you on the status of these two key projects.

Expo Center Master Plan Process/Columbia River Crossing Project

During the past two months, staff has been working with a team of public agency staff to continue to address and resolve fundamental concerns about the Marine Drive alignment options. Our most significant concern, which is shared by Metro and Tri-Met staff, is a design option (Option 12) which places interchange ramps over the top of the light rail station platform.

On April 28, 2009, your staff participated in a public agency work session to address a broad range of design issues and opportunities associated with different configurations of the Marine Drive interchange. The work session was facilitated by Greg Baldwin of ZGF Architects and was quite productive. Since that work session, ZGF and CRC staff have evaluated a series of evolving ideas including the concept of moving the interchange eastward to avoid the light rail station area, the creation of a storm water management garden adjacent to the light rail station, a new local street connection (and potentially a new rapid transit and interchange connection) under I-5 south of the Expo Center, and many other approaches. Various phasing ideas are also being discussed in response to concerns that project resources may also be phased. CRC staff is evaluating these all of these newer concepts from a technical transportation performance standpoint and we await the results of that analysis.

We anticipate that a follow-up and final public agency staff work session will be held the week of June 29, 2009. If consensus can be reached among Metro/MERC, Tri-Met, City of Portland and ODOT staff, then the recommendation from our group will be forwarded to the full Marine Drive Stakeholder Committee (MDSC) for its review and action. We are hopeful that consensus will be achieved at the MDSC as well so that the endorsed alignment option can be forwarded to the Project Sponsor Council of the CRC for finalization. As we have discussed in the past, finalization of the alignment decision is a fundamental prerequisite for MERC in order to move forward with the full master plan update process.

In the meantime, as part of the Master Plan Update process, Chris Bailey, Matthew Rotchford and I have been moving forward on an exciting new partnership with Portland State University (PSU)

Graduate School of Management students. A student team will conduct research for us that will be used to inform an updated business plan for the Expo Center. These students will complete a thorough state of the exposition industry review and recommend alternative strategic business plan approaches for the Expo Center. The final report will include an analysis of selected exposition centers around the United States, including our competitive set, an analysis of industry trends and recommendations on key business opportunities that we will then evaluate and utilize, as appropriate, in a strategic business plan for the future of the Expo Center. This business plan will then be used to inform the master plan update. As the work is completed later this summer, we will share the results with you and obtain your input and direction on the business plan approaches. Our goal is to ensure that this Expo Center business plan successfully drives future investment and management decisions and is consistent with the adopted MERC Strategic Plan. It will provide more detailed and creative approaches to new business lines, partnerships and opportunities for new ways to serve our customers.

Staff is also meeting with City of Portland Planning and Sustainability Bureau staff in early July to formally enter into discussions regarding the land use processes associated with the Master Plan update. One of the ideas that the City has suggested we explore is the notion of creating a special plan district, rather than a conditional use master plan. The benefit would be that the Expo Center uses (current and future) would become allowed uses under the zoning code and not necessitate regular conditional use plan updates. We do not know if this is a viable approach for the Expo Center's needs, but we will evaluate it with full information. We continue to work with Metro staff on coordination and management issues, as well.

#### Headquarters Hotel

Our work in the past month on the Headquarters Hotel project with Metro has been focused on document negotiations and preparing for upcoming meetings with Multnomah County on the Visitor Development Initiative (VDI) Intergovernmental Agreement. The next key decision point on the project is whether to commit to the next two phases of design and engineering on the project, at a projected cost of up to \$12 million. This work is necessary in order to develop a guaranteed maximum price for the project so that final financial feasibility evaluations and decisions can occur.

A few months ago, Multnomah County Commission Chair Wheeler requested that Metro and the City postpone working with the County on the VDI agreement due to the County's pressing budget issues. Now that the budget season has concluded, we are beginning to discuss how the VDI process can move forward. Metro's development agreement with the Garfield Traub Ashforth team terminates on July 1, 2009 unless Metro triggers the 90-day extension provision. We are hopeful that during the next two to three months we can have productive discussions with the County, reach agreements on viable approaches to the VDI agreement and move forward with key project decision points.



MAY 2009

# FINANCIAL INFORMATION

*For Management Purposes only*



PORTLAND CENTER FOR  
THE PERFORMING ARTS

 A SERVICE OF METRO

expo

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OREGON CONVENTION CENTER

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THE **merc**

METROPOLITAN EXPOSITION  
RECREATION COMMISSION

 A SERVICE OF METRO

Date: June 19, 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 11 months ended May 2009

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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

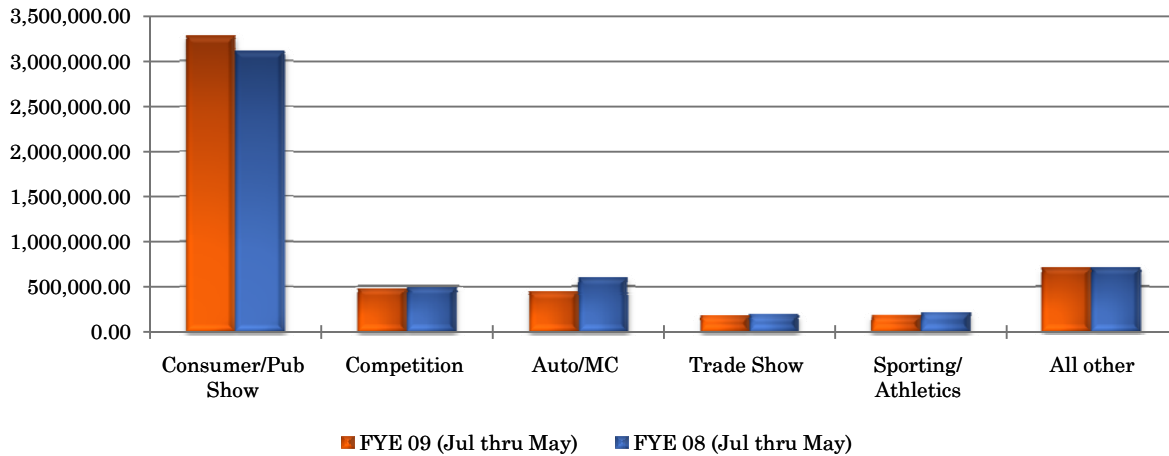
## Operating Results

- The revenue and expenditures are slightly less than forecasted; the net operating result is approximately 33% better than budget.
- The year-to-date results indicate that the net F&B is less than budget by approximately 5%.
- Highest event revenue generators for the period:
  - **Expo**
    - 10970 ~ '09 NW Fire & Rescue Show - \$66k
      - ❖ F&B - \$48k
    - 14380 ~ Rose City Gun Show - \$53k
      - ❖ Parking (including Exhibitor) - \$20k
    - 13454 ~ CABA Alpaca Show2 - \$33k
      - ❖ Rent - \$15k
  - **OCC**
    - 12385 ~ International Bio-Mass - \$206k
      - ❖ F&B - \$148k
    - 13689 ~ DPI Specialty Foods Western Regional Show - \$106k
      - ❖ F&B - \$56k
    - 10497 ~ '09 WEF/AWWA Joint Residuals & Bio-Solids - \$86k
      - ❖ F&B - \$44k
  - **PCPA**
    - 11709 ~ Rigoletto - \$105k
      - ❖ F&B - \$32k
    - 11644 ~ Jerry Seinfeld - \$59k
      - ❖ Admission & User Fee - \$21k
    - 14226 ~ Ron White - \$59k
      - ❖ F&B - 18k

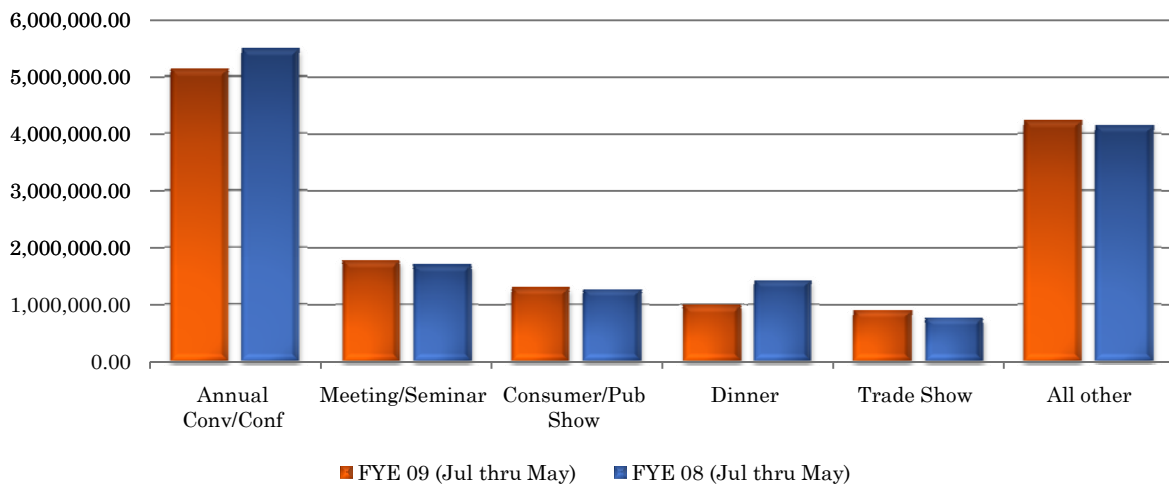
## Non – Operating Revenue

- **Transient, Lodging Tax (TLT)** year to date is 10% less than prior period which is a decrease of \$700 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. Due to the economic down turn we are monitoring the TLT closely.
- **Expo Debt Service** is paid semi annually. 100% of the annual budget has been paid or \$1.2 million.
- **Metro Risk Management** expenses are in the first period of each quarter. 100% of the annual budget has been paid.
- **PCPA City of Portland Yearly Support** for approximately \$735 thousand was invoiced in June.

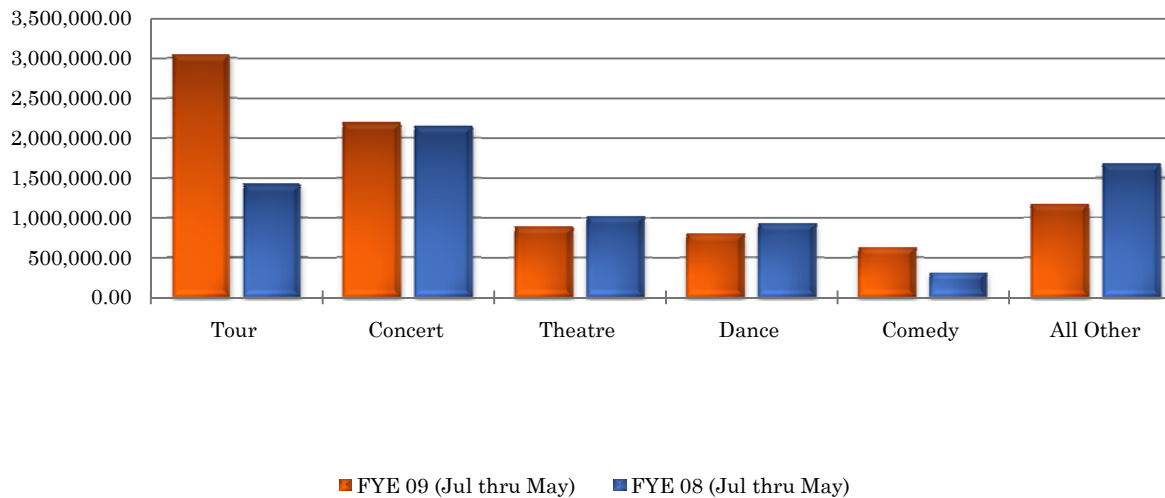
### Portland Exposition Center Top 5 Revenue Generators by Event Type



### Oregon Convention Center Top 5 Revenue Generators by Event Type



### Portland Center for Performing Arts Top 5 Revenue Generators by Event Type



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

	Current Year to Date Actual May-09	Prior Year to Date Actual May-08	% of Prior Year	2008-09 Adopted Budget May-09	% of Annual Budget 92%
<b>Operating</b>					
Revenue	17,411,361	16,593,615	105%	18,205,490	96%
Revenue - Food and Beverage	10,890,062	11,841,209	92%	12,579,134	87%
<b>Total Operating Revenue</b>	<b>28,301,422</b>	<b>28,434,825</b>	<b>100%</b>	<b>30,784,624</b>	<b>92%</b>
Costs - Food and Beverage	(8,990,559)	(9,199,530)	98%	(9,789,499)	92%
Personal Services	(15,773,396)	(14,458,674)	109%	(18,287,629)	86%
Goods & Services	(6,482,948)	(6,620,049)	98%	(8,711,869)	74%
Marketing	(2,401,080)	(2,225,594)	108%	(3,032,043)	79%
<b>Total Operating Expenses</b>	<b>(33,647,984)</b>	<b>(32,503,848)</b>	<b>104%</b>	<b>(39,821,040)</b>	<b>84%</b>
<b>Net Operating Results</b>	<b>(5,346,561)</b>	<b>(4,069,023)</b>	<b>131%</b>	<b>(9,036,416)</b>	<b>59%</b>
<b>Non Operating</b>					
Transient, Lodging Tax	6,438,499	6,977,195	92%	11,114,685	58%
Government Support City of Portland	-	712,855	0%	737,449	0%
Non-Operating Revenue	439,364	782,631	56%	739,194	59%
Non-Operating Expense	(2,506)	(2,503)	100%	(2,500)	100%
	<b>6,875,357</b>	<b>8,470,178</b>	<b>81%</b>	<b>12,588,828</b>	<b>55%</b>
<b>Support and Risk Management</b>					
MERC Administration	-	-	-	-	-
Indirect Cost Metro Support	-	-	-	(104,000)	0%
Metro Support Services	(1,689,248)	(1,552,353)	109%	(1,842,802)	92%
Metro Risk Management	(582,761)	(629,965)	93%	(582,761)	100%
	<b>(2,272,009)</b>	<b>(2,182,318)</b>	<b>104%</b>	<b>(2,529,563)</b>	<b>90%</b>
<b>Net Increase (Decrease)</b>	<b>(743,213)</b>	<b>2,218,837</b>	<b>-33%</b>	<b>1,022,849</b>	<b>-73%</b>
<b>Transfers</b>					
Transfers from	746,146	669,720	111%	758,081	98%
Debt Service	(1,210,031)	(1,208,281)	100%	(1,210,037)	100%
<b>Net Transfers</b>	<b>(463,885)</b>	<b>(538,561)</b>	<b>86%</b>	<b>(451,956)</b>	<b>103%</b>
<b>Net Operations</b>	<b>(1,207,098)</b>	<b>1,680,276</b>	<b>53%</b>	<b>570,893</b>	<b>-211%</b>
	(0)	0		-	
<b>Capital</b>					
Capital Outlay	(1,041,724)	(794,893)	131%	(1,482,725)	70%
Construction Management	(3,146)	(162)	1937%	-	-
Goods & Services	(8,075)	-	-	(225,000)	4%
Non-Operating Revenue	229,490	84,581	271%	767,672	30%
<b>Net Capital</b>	<b>(823,455)</b>	<b>(710,474)</b>	<b>116%</b>	<b>(940,053)</b>	<b>88%</b>
<b>Fund Balance Inc (Dec)</b>	<b>(2,030,553)</b>	<b>969,802</b>	<b>-209%</b>	<b>(369,160)</b>	<b>550%</b>
	(0)	0		-	
<b>Food and Beverage Gross Margin</b>	<b>1,899,503</b>	<b>2,641,679</b>	<b>72%</b>	<b>2,789,635</b>	<b>68%</b>
<b>Food and Beverage Gross Margin</b>	<b>17.4%</b>	<b>22.3%</b>		<b>22.2%</b>	
<b>Full Time Employees - per Budget</b>	<b>192</b>	<b>186</b>		<b>192</b>	
<b>Excise Tax</b>	<b>(1,447,539)</b>	<b>-</b>		<b>-</b>	
<b>Fund Balance</b>					
Beginning Fund Balance	26,070,022	22,350,466		26,070,022	
Fund Balance Inc (Dec)	(2,030,553)	807,197		(369,160)	
<b>Ending Fund Balance</b>	<b>24,039,469</b>	<b>23,157,663</b>		<b>25,700,862</b>	
Unrestricted Fund Balance	12,461,303	18,476,270		14,177,689	
Contingency	2,062,667	-		2,062,667	
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	
<b>Ending Fund Balance</b>	<b>24,039,469</b>	<b>23,157,663</b>		<b>25,700,862</b>	
	-	-		-	
<b>Strategic Goal</b>	<b>15,007,603</b>	<b>13,583,854</b>		<b>15,007,603</b>	
Available for Strategy Goal	15,043,970	18,771,270		16,760,356	
<b>Excess (Gap)</b>	<b>36,367</b>	<b>5,187,416</b>		<b>1,752,754</b>	

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

	Current Year to Date Actual May-09	Prior Year to Date Actual May-08	% of Prior Year	2008-09 Adopted Budget May-09	% of Annual Budget 92%
<b>Operating</b>					
Revenue	3,651,933	3,894,727	94%	3,819,977	96%
Revenue - Food and Beverage	1,821,704	2,056,935	89%	2,151,319	85%
<b>Total Operating Revenue</b>	<b>5,473,637</b>	<b>5,951,662</b>	<b>92%</b>	<b>5,971,296</b>	<b>92%</b>
Costs - Food and Beverage	(1,426,465)	(1,480,771)	96%	(1,515,262)	94%
Personal Services	(1,367,919)	(1,300,561)	105%	(1,591,637)	86%
Goods & Services	(1,068,438)	(1,054,545)	101%	(1,293,518)	83%
<b>Total Operating Expenses</b>	<b>(3,862,822)</b>	<b>(3,835,877)</b>	<b>101%</b>	<b>(4,400,417)</b>	<b>88%</b>
<b>Net Operating Results</b>	<b>1,610,815</b>	<b>2,115,784</b>	<b>76%</b>	<b>1,570,879</b>	<b>103%</b>
<b>Non Operating</b>					
Non-Operating Revenue	93,764	150,238	62%	161,619	58%
Non-Operating Expense	-	-		-	-
	<b>93,764</b>	<b>150,238</b>	<b>62%</b>	<b>161,619</b>	<b>58%</b>
<b>Support and Risk Management</b>					
MERC Administration	(266,772)	(222,526)	120%	(291,027)	92%
Metro Support Services	(168,927)	(155,243)	109%	(184,280)	92%
Metro Risk Management	(79,379)	(79,845)	99%	(79,379)	100%
	<b>(515,078)</b>	<b>(457,614)</b>	<b>113%</b>	<b>(554,686)</b>	<b>93%</b>
<b>Net Increase (Decrease)</b>	<b>1,189,501</b>	<b>1,808,408</b>	<b>66%</b>	<b>1,177,812</b>	<b>101%</b>
<b>Transfers</b>					
Transfers from	-	-		1,194	0%
Debt Service	(1,192,232)	(1,189,932)	100%	(1,192,232)	100%
<b>Net Transfers</b>	<b>(1,192,232)</b>	<b>(1,189,932)</b>	<b>100%</b>	<b>(1,191,038)</b>	<b>100%</b>
<b>Net Operations</b>	<b>(2,731)</b>	<b>618,476</b>	<b>0%</b>	<b>(13,226)</b>	<b>21%</b>
<b>Capital</b>					
Capital Outlay	(111,976)	(9,049)	1237%	(180,000)	62%
Non-Operating Revenue	-	40,982	0%	73,329	0%
<b>Net Capital</b>	<b>(111,976)</b>	<b>31,933</b>	<b>-351%</b>	<b>(106,671)</b>	<b>105%</b>
<b>Fund Balance Inc (Dec)</b>	<b>(114,707)</b>	<b>650,409</b>	<b>-18%</b>	<b>(119,897)</b>	<b>96%</b>
<b>Food and Beverage Gross Margin</b>	<b>395,239</b>	<b>576,164</b>	<b>69%</b>	<b>636,057</b>	<b>62%</b>
<b>Food and Beverage Gross Margin %</b>	<b>21.7%</b>	<b>28.0%</b>		<b>29.6%</b>	<b>-8%</b>
<b>Full Time Employees - per Budget</b>	<b>13.30</b>	<b>13.30</b>		<b>13.30</b>	
<b>Excise Tax</b>	<b>(403,729)</b>	<b>-</b>		<b>-</b>	
<b>Fund Balance</b>					
Beginning Fund Balance	6,069,250	5,581,447		6,069,250	
Fund Balance Inc (Dec)	(114,707)	487,803		(119,897)	
<b>Ending Fund Balance</b>	<b>5,954,543</b>	<b>6,069,250</b>		<b>5,949,353</b>	
Unrestricted Fund Balance	4,051,488	4,867,128		4,047,108	
Contingency	472,017			472,017	
Contingency for Renewal & Replacement	20,000	20,000		20,000	
Designated for Renewal & Replacement	20,000	-		20,000	
Designated for Phase 3	1,154,728	944,840		1,154,728	
Contingency for HQH (PERS Rsvr - Prior)	205,841			117,750	
Designated for PERS Reserve - Current	30,469				
Designated for PERS Reserve - Prior		237,282		117,750	
Restricted by Agreement - TLT					
<b>Ending Fund Balance</b>	<b>5,954,543</b>	<b>6,069,250</b>		<b>5,949,353</b>	
<b>Strategic Goal (6 mo, debt)</b>	<b>3,392,441</b>	<b>3,257,115</b>		<b>3,392,441</b>	
Available for Strategy Goal	4,543,505	4,887,128		4,539,125	
<b>Excess (Gap)</b>	<b>1,151,065</b>	<b>1,630,013</b>		<b>1,146,685</b>	

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

	Excluding HQH				
	Current	2007-08	% of	2008-09	% of
	Year to Date	Prior	Prior	Adopted	Annual
	Actual	Actual	Year	Budget	Budget
	May-09	May-08		May-09	92%
<b>Operating</b>					
Revenue	6,976,440	7,335,986	95%	7,570,346	92%
Revenue - Food and Beverage	7,291,390	8,338,613	87%	8,900,001	82%
<b>Total Operating Revenue</b>	<b>14,267,831</b>	<b>15,674,598</b>	<b>91%</b>	<b>16,470,347</b>	<b>87%</b>
Costs - Food and Beverage	(6,078,629)	(6,427,425)	95%	(6,961,152)	87%
Personal Services	(7,535,352)	(7,120,734)	106%	(8,741,296)	86%
Goods & Services	(2,842,848)	(2,649,836)	107%	(3,707,323)	77%
Marketing POVA	(2,401,080)	(2,225,594)	108%	(3,032,043)	79%
<b>Total Operating Expenses</b>	<b>(18,857,909)</b>	<b>(18,423,590)</b>	<b>102%</b>	<b>(22,441,814)</b>	<b>84%</b>
<b>Net Operating Results</b>	<b>(4,590,078)</b>	<b>(2,748,992)</b>	<b>167%</b>	<b>(5,971,467)</b>	<b>77%</b>
<b>Non Operating</b>					
Transient, Lodging Tax	5,448,258	5,837,422	93%	9,032,707	60%
Non-Operating Revenue	179,507	301,086	60%	267,288	67%
Non-Operating Expense	(6)	(3)	200%	-	-
	<b>5,627,759</b>	<b>6,138,505</b>	<b>92%</b>	<b>9,299,995</b>	<b>61%</b>
<b>Support and Risk Management</b>					
MERC Administration	(1,440,582)	(1,223,866)	118%	(1,571,548)	92%
Metro Support Services	(912,186)	(853,787)	107%	(995,114)	92%
Metro Risk Management	(325,341)	(357,489)	91%	(325,341)	100%
	<b>(2,678,109)</b>	<b>(2,435,142)</b>	<b>110%</b>	<b>(2,892,003)</b>	<b>93%</b>
<b>Net Increase (Decrease)</b>	<b>(1,640,428)</b>	<b>954,371</b>	<b>-172%</b>	<b>436,525</b>	<b>-376%</b>
<b>Transfers</b>					
Transfers from	-	-		6,446	0%
Debt Service	(17,799)	(18,349)	97%	(17,805)	100%
<b>Net Transfers</b>	<b>(17,799)</b>	<b>(18,349)</b>	<b>97%</b>	<b>(11,359)</b>	<b>157%</b>
<b>Net Operations</b>	<b>(1,658,227)</b>	<b>936,023</b>	<b>-177%</b>	<b>425,166</b>	<b>-390%</b>
<b>Capital</b>					
Capital Outlay	(632,838)	(522,136)	21%	(722,013)	88%
Non-Operating Revenue	4,490	32,640	-86%	50,863	9%
Transfers from	-	-		-	-
<b>Net Capital</b>	<b>(628,348)</b>	<b>(489,495)</b>	<b>28%</b>	<b>(671,150)</b>	<b>94%</b>
<b>Fund Balance Inc (Dec)</b>	<b>(2,286,575)</b>	<b>446,527</b>	<b>-612%</b>	<b>(245,984)</b>	<b>930%</b>
<b>Food and Beverage Gross Margin</b>	<b>1,212,761</b>	<b>1,911,188</b>	<b>63%</b>	<b>1,938,849</b>	<b>63%</b>
<b>Food and Beverage Gross Margin %</b>	<b>16.6%</b>	<b>22.9%</b>		<b>21.8%</b>	
<b>Full Time Employees - per Budget</b>	<b>110.30</b>	<b>107.30</b>		<b>110.30</b>	
<b>Excise Tax</b>	<b>(1,042,699)</b>	<b>-</b>		<b>-</b>	
<b>Fund Balance</b>					
Beginning Fund Balance	11,304,019	8,985,591		11,304,019	
Fund Balance Inc (Dec)	(2,286,575)	446,527		(245,984)	
Fund Balance Inc (Dec) for HQH	346,749	(156,283)		(226,000)	
<b>Ending Fund Balance</b>	<b>9,364,193</b>	<b>9,275,835</b>		<b>10,832,035</b>	
Unrestricted Fund Balance	1,616,437	6,844,330		3,112,557	
Contingency	977,937			977,937	
Contingency for Renewal & Replacement	250,000	225,000		250,000	
Designated for Renewal & Replacement	225,000			225,000	
Contingency for HQH	3,700,000			3,700,000	
Contingency for HQH (PERS Rsvr - Prior)	1,131,796			646,240	
Designated for PERS Reserve - Current	188,962				
Designated for PERS Reserve - Prior		1,320,120		646,240	
Restricted by Contract - Aramark	93,750	187,500		93,750	
Restricted by Agreement - TLT	1,180,311	698,885		1,180,311	
<b>Ending Fund Balance</b>	<b>9,364,193</b>	<b>9,275,835</b>		<b>10,832,035</b>	
<b>Strategic Goal (3 mo)</b>	<b>5,559,829</b>	<b>5,151,674</b>		<b>5,559,829</b>	
Available for Strategy Goal	2,844,374	7,069,330		4,340,494	
<b>Excess (Gap)</b>	<b>(2,715,455)</b>	<b>1,917,656</b>		<b>(1,219,335)</b>	

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

	Current Year to Date Actual May-09	2007-08 Prior Actual May-08	% of Prior Year	2008-09 Adopted Budget May-09	% of Annual Budget 92%
<b>Operating</b>					
Revenue	6,767,634	5,344,752	127%	6,776,667	100%
Revenue - Food and Beverage	1,776,968	1,445,662	123%	1,527,814	116%
<b>Total Operating Revenue</b>	<b>8,544,602</b>	<b>6,790,414</b>	<b>126%</b>	<b>8,304,481</b>	<b>103%</b>
Costs - Food and Beverage	(1,485,465)	(1,291,334)	115%	(1,313,085)	113%
Personal Services	(4,896,570)	(4,441,848)	110%	(5,751,698)	85%
Goods & Services	(1,821,441)	(1,714,264)	106%	(2,171,744)	84%
<b>Total Operating Expenses</b>	<b>(8,203,476)</b>	<b>(7,447,446)</b>	<b>110%</b>	<b>(9,236,527)</b>	<b>89%</b>
<b>Net Operating Results</b>	<b>341,125</b>	<b>(657,032)</b>	<b>-52%</b>	<b>(932,046)</b>	<b>-37%</b>
<b>Non Operating</b>					
Transient, Lodging Tax	990,241	1,139,774	87%	2,081,978	48%
Government Support City of Portland	-	712,855		737,449	0%
Non-Operating Revenue	128,801	297,690	43%	286,092	45%
Non-Operating Expense	(2,500)	(2,500)	100%	(2,500)	100%
	<b>1,116,542</b>	<b>2,147,818</b>	<b>52%</b>	<b>3,103,019</b>	<b>36%</b>
<b>Support and Risk Management</b>					
MERC Administration	(960,388)	(778,825)	123%	(1,047,699)	92%
Metro Support Services	(608,135)	(543,323)	112%	(663,408)	92%
Metro Risk Management	(178,041)	(192,631)	92%	(178,041)	100%
	<b>(1,746,564)</b>	<b>(1,514,779)</b>	<b>115%</b>	<b>(1,889,148)</b>	<b>92%</b>
<b>Net Increase (Decrease)</b>	<b>(288,897)</b>	<b>(23,993)</b>	<b>1204%</b>	<b>281,825</b>	<b>-103%</b>
<b>Transfers</b>					
Transfers from	-	-		4,297	0%
<b>Net Transfers</b>	<b>-</b>	<b>-</b>		<b>4,297</b>	<b>0%</b>
<b>Net Operations</b>	<b>(288,897)</b>	<b>(23,993)</b>	<b>1204%</b>	<b>286,122</b>	<b>-101%</b>
<b>Capital</b>					
Capital Outlay	(202,004)	(140,460)	144%	(435,000)	46%
Construction Management	(3,146)	(162)		-	-
Goods & Services	(8,075)	-		(225,000)	4%
Non-Operating Revenue	225,000	9,352	2406%	643,480	35%
<b>Net Capital</b>	<b>11,775</b>	<b>(131,271)</b>	<b>-9%</b>	<b>(16,520)</b>	<b>-71%</b>
<b>Fund Balance Inc (Dec)</b>	<b>(277,122)</b>	<b>(155,263)</b>	<b>178%</b>	<b>269,602</b>	<b>-103%</b>
<b>Food and Beverage Gross Margin</b>	<b>291,503</b>	<b>154,328</b>	<b>189%</b>	<b>214,729</b>	<b>136%</b>
<b>Food and Beverage Gross Margin %</b>	<b>16.4%</b>	<b>10.7%</b>		<b>14.1%</b>	
<b>Full Time Employees - per Budget</b>	<b>46.40</b>	<b>44.40</b>		<b>46.40</b>	
<b>Fund Balance</b>					
Beginning Fund Balance	7,785,999	7,099,082		7,785,999	
Fund Balance Inc (Dec)	(277,122)	(155,263)		269,602	
<b>Ending Fund Balance</b>	<b>7,508,877</b>	<b>6,943,819</b>		<b>8,055,601</b>	
Unrestricted Fund Balance	5,927,922	6,084,666		6,476,647	
Contingency	466,449	-		466,449	
Contingency for Renewal & Replacement	250,000	50,000		250,000	
Designated for Renewal & Replacement	50,000	-		50,000	
Designated for PERS Reserve - Current	105,126	-		-	
Designated for PERS Reserve - Prior	709,380	809,153		812,505	
<b>Ending Fund Balance</b>	<b>7,508,877</b>	<b>6,943,819</b>		<b>8,055,601</b>	
<b>Strategic Goal (6 mo)</b>	<b>4,618,264</b>	<b>4,093,382</b>		<b>4,618,264</b>	
Available for Strategy Goal	6,644,371	6,134,666		7,193,096	
<b>Excess (Gap)</b>	<b>2,026,107</b>	<b>2,041,284</b>		<b>2,574,832</b>	



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

	Current Year to Date Actual May-09	2007-08 Prior Actual May-08	% of Prior Year	2008-09 Adopted Budget May-09	% of Annual Budget 92%
<b>Operating</b>					
Revenue	-	-	-	-	-
Personal Services	(21,949)	(23,243)	94%	(21,948)	100%
Goods & Services	(377,448)	(802,761)	47%	(846,196)	45%
<i>Meetings Expense</i>	(85)	(389)	22%	(200)	42%
<i>Developer Agreement I</i>	(4,274)	(500,028)	1%	(50,000)	9%
<i>Developer Agreement II</i>	-	-	-	-	-
<i>Communications Consulting</i>	(70,729)	(48,746)	145%	(125,000)	57%
<i>Construction Consulting</i>	(35,684)	-	-	(100,000)	36%
<i>Financial Consulting</i>	(64,051)	(111,795)	57%	(210,000)	31%
<i>Legal Consulting</i>	(199,701)	(15,315)	1304%	(296,000)	67%
<i>Management Consulting</i>	-	(6,296)	0%	(34,996)	0%
<i>Market Consulting</i>	(2,925)	(78,194)	4%	(30,000)	10%
<i>Project Management</i>	-	(41,999)	0%	-	-
	<b>(399,397)</b>	<b>(826,003)</b>	<b>48%</b>	<b>(868,144)</b>	<b>46%</b>
<b>Non Operating</b>					
Transient, Lodging Tax	-	-	-	-	-
Government Support City of Portland	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	-
Non-Operating Expense	-	-	-	-	-
	-	-	-	-	-
<b>Support and Risk Management</b>					
Indirect Cost Metro Support	-	-	-	(104,000)	-
MERC Administration	-	-	-	-	-
Metro Support Services	-	-	-	-	-
Metro Risk Management	-	-	-	-	-
	-	-	-	<b>(104,000)</b>	-
<b>Net Increase (Decrease)</b>	<b>(399,397)</b>	<b>(826,003)</b>	<b>48%</b>	<b>(972,144)</b>	<b>48%</b>
<b>Transfers</b>					
Transfers from	746,146	669,720	111%	746,144	100%
<b>Net Transfers</b>	<b>746,146</b>	<b>669,720</b>	<b>111%</b>	<b>746,144</b>	<b>100%</b>
<b>Net Operations</b>	<b>346,749</b>	<b>(156,283)</b>	<b>-222%</b>	<b>(226,000)</b>	<b>-153%</b>

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

	Current Year to Date Actual May-09	2007-08 Prior Actual May-08	% of Prior Year	2008-09 Adopted Budget May-09	% of Annual Budget 92%
<b>Operating</b>					
Revenue	15,353	18,151	85%	38,500	40%
Personal Services	(1,951,607)	(1,572,289)	124%	(2,181,050)	89%
Goods & Services	(372,773)	(398,643)	94%	(693,088)	54%
<b>Net Operating Expenses</b>	<b>(2,309,027)</b>	<b>(1,952,780)</b>	<b>118%</b>	<b>(2,835,638)</b>	<b>81%</b>
<b>Non Operating</b>					
Non-Operating Revenue	37,293	33,617	111%	24,195	154%
Non-Operating Expense	-	-	-	-	-
	<b>37,293</b>	<b>33,617</b>	<b>111%</b>	<b>24,195</b>	<b>154%</b>
<b>Support and Risk Management</b>					
MERC Administration	2,667,742	2,225,217	120%	2,910,274	92%
	<b>2,667,742</b>	<b>2,225,217</b>	<b>120%</b>	<b>2,910,274</b>	<b>92%</b>
<b>Net Increase (Decrease)</b>	<b>396,008</b>	<b>306,054</b>	<b>129%</b>	<b>98,831</b>	<b>401%</b>
<b>Net Transfers</b>	-	-	-	-	-
<b>Net Operations</b>	<b>396,008</b>	<b>306,054</b>	<b>129%</b>	<b>98,831</b>	<b>401%</b>
<b>Capital</b>					
Capital Outlay	(94,906)	(123,248)	77%	(145,712)	65%
Non-Operating Revenue	-	1,607	0%	-	-
<b>Net Capital</b>	<b>(94,906)</b>	<b>(121,641)</b>	<b>78%</b>	<b>(145,712)</b>	<b>65%</b>
<b>Fund Balance Inc (Dec)</b>	<b>301,102</b>	<b>184,413</b>	<b>163%</b>	<b>(46,881)</b>	<b>-642%</b>
<b>Full Time Employees - per Budget</b>	<b>22.00</b>	<b>21.00</b>		<b>22.00</b>	
<b>Excise Tax</b>	<b>(1,111)</b>	<b>-</b>		<b>-</b>	
<b>Fund Balance</b>					
Beginning Fund Balance	910,754	684,346		910,754	
Fund Balance Inc (Dec)	301,102	184,413		(46,881)	
<b>Ending Fund Balance</b>	<b>1,211,856</b>	<b>868,759</b>		<b>863,873</b>	
Unrestricted Fund Balance	865,456	680,146		541,377	
Contingency	146,264			146,264	
Contingency for HQH (PERS Rsvr - Prior)	148,761	94,306		88,116	
Designated for PERS Reserve - Current	51,375				
Designated for PERS Reserve - Prior		94,307		88,116	
<b>Ending Fund Balance</b>	<b>1,211,856</b>	<b>868,759</b>		<b>863,873</b>	
<b>Strategic Goal (6 mo)</b>	<b>1,437,069</b>	<b>1,081,683</b>		<b>1,437,069</b>	
Available for Strategy Goal	1,011,720	680,146		687,641	
<b>Excess (Gap)</b>	<b>(425,349)</b>	<b>(401,537)</b>		<b>(749,428)</b>	

**MERC Commission Meeting**  
**MERC Venues – Business Reports**

OCC EVENT ANALYSIS MONTHLY REVENUE REPORT  
MAY 2009

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event 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 Cl	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total	OCC Ordered Rent
OCC MAY 2009 MISC NON-EVENT ACTIVITIES/BILLINGS	05/01/09	1	Accounting/Non-Event	Accounting/Non-event	Accounting/Non-Event		0	31		\$0	\$370	\$554	\$66,512	\$0	\$0	\$0	\$0	\$0	\$0	\$5,418	\$0	\$0	\$72,853	\$0
Oregon State Bar Professional Liability Fund - Domestic Relations	05/01/09	185	Repeat	Meeting/Seminar	Meeting		5,670	1		\$0	\$2,837	\$0	\$88	\$0	\$1,480	\$0	\$0	\$0	\$0	\$50	\$1,650	\$394	\$6,499	\$1,650
Closing the Achievement Gap Conference and Student Awards Banquet	05/01/09	700	Repeat	Meeting/Seminar	Meeting	State	30,868	1		\$0	\$32,841	\$1,864	\$126	\$0	\$9,969	\$0	\$99	\$0	\$0	\$165	\$1,650	\$2,050	\$48,764	\$1,650
Northwest Facilities Expo 2009	05/05/09	1,600	Repeat	Trade Show	Tradeshow	Regional	742,193	3		\$0	\$3,079	\$12,200	\$0	\$0	\$3,339	\$25,959	\$0	\$1,213	\$0	\$550	\$33,726	\$3,926	\$83,992	\$33,726
Oregon College Readiness Colloquium - PO Number 9001421	05/01/09	57	New	Breakfast	Food & Beverage/Catering		2,346	1		\$0	\$1,404	\$0	\$0	\$0	\$647	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,051	\$0
Millie Lewis AMTC Auditions	05/02/09	125	New	Meeting/Seminar	Meeting	Local	3,204	1		\$0	\$65	\$0	\$0	\$0	\$541	\$79	\$0	\$0	\$0	\$25	\$805	\$0	\$1,515	\$805
Scappoose High School Prom	05/02/09	260	New	Dance	Miscellaneous/Other		6,066	1		\$0	\$876	\$0	\$0	\$384	\$0	\$79	\$0	\$0	\$0	\$0	\$1,750	\$0	\$3,089	\$1,750
Oregon Partnership Annual Gala	05/02/09	438	Repeat	Auction	Food & Beverage/Catering		18,900	1		\$0	\$25,298	\$1,686	\$0	\$280	\$285	\$942	\$0	\$0	\$0	\$0	\$0	\$800	\$29,291	\$0
Sheet Metal Workers Local 16 Awards Banquet	05/02/09	130	New	Dinner	Food & Beverage/Catering	Local	8,200	1		\$0	\$7,980	\$606	\$0	\$0	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$100	\$8,791	\$0
2009 WEF/AWWA Joint Residuals and Biosolids Specialty Conference	05/03/09	350	Repeat	Annual Convention/Confere	Convention	National	351,305	4	TRUE	\$0	\$42,069	\$4,858	\$0	\$68	\$10,914	\$7,697	\$0	\$1,534	\$0	\$550	\$21,420	\$3,021	\$92,130	\$21,420
Worldwide Dreambuilders Attitude Meeting	05/04/09	793	Repeat	Meeting/Seminar	Meeting	Local	8,900	1		\$0	\$65	\$0	\$0	\$0	\$1,140	\$79	\$0	\$0	\$0	\$165	\$2,300	\$55	\$3,804	\$2,300
Portland & Oregon's Annual Diversity Employment Day Career Fair	05/05/09	490	Repeat	Job Fair	Tradeshow	Local	8,200	1		\$0	\$782	\$0	\$0	\$60	\$0	\$0	\$0	\$0	\$0	\$0	\$2,150	\$0	\$2,992	\$2,150
Hispanic Chamber Scholarship Awards Luncheon	05/05/09	264	Repeat	Lunch	Food & Beverage/Catering	Local	18,900	1		\$0	\$10,824	\$0	\$0	\$0	\$5,510	\$0	\$0	\$0	\$0	\$0	\$0	\$908	\$17,242	\$0
Providence Positive Perspectives Foundation Cancer Luncheon	05/07/09	710	Repeat	Lunch	Food & Beverage/Catering	Local	44,100	1		\$0	\$33,197	\$0	\$36	\$23	\$8,614	\$0	\$0	\$0	\$0	\$300	\$0	\$2,226	\$44,395	\$0
Annual May Oregon Community Foundation Luncheon	05/06/09	835	Repeat	Lunch	Food & Beverage/Catering		26,712	1		\$0	\$24,521	\$0	\$0	\$150	\$10,716	\$0	\$0	\$0	\$0	\$275	\$0	\$1,530	\$37,192	\$0
Oregon Association of Minority Entrepreneurs 2009	05/07/09	3,000	Repeat	Trade Show	Tradeshow		126,476	1		\$0	\$20,143	\$0	\$0	\$0	\$3,469	\$844	\$0	\$156	\$0	\$550	\$3,175	\$1,103	\$29,440	\$3,175
NW Youth Careers Expo	05/07/09	6,000	Repeat	Job Fair	Tradeshow	Local	136,811	1		\$0	\$9,758	\$2,588	\$184	\$0	\$535	\$7,512	\$760	\$0	\$0	\$550	\$6,550	\$1,630	\$30,066	\$6,550
Dress for Success Annual Fashion Show and Dinner	05/07/09	540	New	Auction	Food & Beverage/Catering		25,500	1		\$0	\$25,489	\$299	\$108	\$490	\$3,801	\$634	\$0	\$0	\$0	\$0	\$2,000	\$1,130	\$33,952	\$2,000
Miller Nash LLP: 16th Annual Affordable Housing Conference	05/07/09	150	Repeat	Meeting/Seminar	Meeting	Local	7,297	1		\$0	\$10,441	\$0	\$792	\$15	\$1,962	\$0	\$275	\$0	\$0	\$0	\$2,115	\$608	\$16,208	\$2,115

OCC EVENT ANALYSIS MONTHLY REVENUE REPORT  
MAY 2009

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event 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 Cl	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total	OCC Ordered Rent
Oregon Law Institute Seminar - Litigating Auto Accident Cases	05/08/09	79	Repeat	Meeting/Seminar	Meeting		2,881	1		\$0	\$1,126	\$0	\$80	\$0	\$230	\$79	\$0	\$0	\$0	\$0	\$925	\$0	\$2,440	\$925
Bikram Yoga Lecture	05/09/09	340	New	Meeting/Seminar	Meeting	Local	4,000	1		\$0	\$0	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$52	\$0	\$1,050	\$0	\$1,202	\$1,050
Heart Transplant 50 Year Celebration	05/09/09	233	New	Dinner	Food & Beverage/Catering		13,100	1		\$0	\$20,529	\$803	\$0	\$150	\$2,033	\$0	\$0	\$0	\$0	\$0	\$0	\$1,012	\$24,527	\$0
Western Culinary Institute Graduation	05/09/09	1,400	Repeat	Graduation	Miscellaneous/Other	Local	18,900	1		\$0	\$0	\$0	\$0	\$56	\$695	\$88	\$0	\$0	\$0	\$165	\$4,350	\$269	\$5,623	\$4,350
OSCPA: The American Recovery and Reinvestment Act of 2009 & Post-December 2008 Tax Developments - NEW!	05/12/09	88	Repeat	Meeting/Seminar	Meeting	State	5,127	1		\$0	\$3,701	\$0	\$270	\$30	\$414	\$0	\$0	\$0	\$0	\$68	\$740	\$0	\$5,223	\$740
OSCPA: Exempt Organizations Taxation: Redesignated Form 990 - A Preparation Primer	05/12/09	29	Repeat	Meeting/Seminar	Meeting	State	2,416	1		\$0	\$1,924	\$0	\$276	\$0	\$400	\$0	\$0	\$0	\$0	\$58	\$335	\$0	\$2,993	\$335
Mirabella Convention	05/13/09	180	New	Meeting/Seminar	Food & Beverage/Catering		8,900	1		\$0	\$8,681	\$0	\$784	\$75	\$1,075	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,615	\$0
DOI Northwest Regional Training and Outreach	05/13/09	230	New	Meeting/Seminar	Meeting	State	12,254	1		\$0	\$1,578	\$0	\$0	\$0	\$2,700	\$0	\$315	\$0	\$0	\$0	\$2,885	\$0	\$7,478	\$2,885
Portland's Action Sports Expo	05/15/09	0	New	Consumer/Public	Consumer Public	Local	780,634	3		\$0	\$3,391	\$4,795	\$610	\$825	\$0	\$5,652	\$725	\$0	\$84	\$825	\$45,150	\$5,650	\$67,707	\$45,150
Western Pension & Benefits Conference - Spring Seminar	05/14/09	130	Repeat	Annual Convention/Conference	Meeting	State	14,451	1		\$0	\$8,030	\$0	\$0	\$135	\$970	\$474	\$0	\$0	\$0	\$0	\$1,575	\$100	\$11,284	\$1,575
NW Natural Annual Shareholder Meeting	05/28/09	140	New	Meeting/Seminar	Meeting		16,030	1		\$0	\$3,883	\$0	\$240	\$0	\$4,192	\$0	\$0	\$0	\$0	\$0	\$2,435	\$591	\$11,340	\$2,435
Loaves & Fishes Annual Luncheon	05/14/09	823	Repeat	Lunch	Food & Beverage/Catering	Local	25,200	1		\$0	\$20,097	\$0	\$0	\$0	\$5,651	\$0	\$0	\$0	\$0	\$165	\$0	\$880	\$26,793	\$0
Familia Salud y Vida - Latino Health Fair	05/16/09	900	Repeat	Trade Show	Tradeshow	Local	60,000	1		\$0	\$0	\$569	\$320	\$0	\$0	\$1,134	\$0	\$0	\$0	\$275	\$3,000	\$150	\$5,447	\$3,000
Luis Palau Association: Portland Fundraiser	05/15/09	502	New	Dinner	Food & Beverage/Catering	Local	20,774	1		\$0	\$23,124	\$0	\$0	\$60	\$1,525	\$466	\$0	\$0	\$0	\$275	\$0	\$104	\$25,554	\$0
Oregon Law Institute Seminar - The Oregon Constitution: 150 Years in the Making	05/15/09	101	Repeat	Meeting/Seminar	Meeting		2,881	1		\$0	\$1,298	\$0	\$144	\$0	\$230	\$79	\$0	\$0	\$0	\$0	\$840	\$0	\$2,591	\$840
Millie Lewis AMTC Direct Portland Orientation	05/16/09	30	Repeat	Meeting/Seminar	Meeting	Local	1,458	1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405	\$0	\$405	\$405
OR/WA MGMA Annual Meeting	05/18/09	0	New	Annual Convention/Conference	Convention w/ Tradeshow	Regional	149,747	2	TRUE	\$0	\$55,645	\$367	\$0	\$15	\$780	\$7,574	\$5,583	\$465	\$0	\$275	\$7,200	\$1,882	\$79,786	\$7,200
OSCPA: Ethics for CPAs and CMAs in Business and Industry - NEW! (afternoon program)	05/19/09	40	Repeat	Meeting/Seminar	Meeting	State	1,386	1		\$0	\$837	\$0	\$138	\$15	\$160	\$0	\$0	\$0	\$0	\$0	\$320	\$0	\$1,470	\$320

**OCC EVENT ANALYSIS MONTHLY REVENUE REPORT  
MAY 2009**

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event 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	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total	OCC Ordered Rent
OSCPA: Ethics for CPAs - Independence, Confidentiality, Integrity, Objectivity & Fiduciary Duty Understanding Sensitivity Issues (morning program)	05/19/09	60	Repeat	Meeting/Seminar	Meeting	State	3,750	1		\$0	\$781	\$0	\$264	\$15	\$120	\$0	\$0	\$0	\$0	\$0	\$860	\$0	\$2,040	\$860
DPI Specialty Foods Western Regional Show	05/19/09	1,200	Repeat	Trade Show	Tradeshow	Local	334,225	3		\$0	\$56,402	\$1,596	\$640	\$2,393	\$744	\$29,748	\$857	\$891	\$0	\$840	\$15,550	\$4,021	\$113,681	\$15,550
Webvisions 2009	05/21/09	600	Repeat	Lecture/Speaker	Meeting	Local	304,752	2		\$0	\$2,436	\$3,663	\$0	\$30	\$2,235	\$2,024	\$6,901	\$26	\$0	\$275	\$11,335	\$527	\$29,451	\$11,335
Metro Multifamily Housing Association: 9th Annual ACE Awards Dinner	05/21/09	440	New	Dinner	Food & Beverage/Catering	Local	12,600	1		\$0	\$18,932	\$5,282	\$112	\$0	\$6,947	\$0	\$0	\$0	\$0	\$165	\$1,600	\$2,655	\$35,693	\$1,600
Cascade Lighting	05/21/09	90	New	Reception	Food & Beverage/Catering	Local	30,000	1		\$0	\$9,343	\$0	\$324	\$45	\$2,820	\$472	\$0	\$0	\$0	\$0	\$1,200	\$600	\$14,804	\$1,200
Metro/MERC/Zoo All Staff Meeting	05/21/09	250	Repeat	Meeting/Seminar	In-house	Local	8,200	1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
KelbyTraining- Photoshop Lightroom 2 Live tour	05/22/09	350	Repeat	Meeting/Seminar	Meeting	Local	12,600	1		\$0	\$714	\$0	\$0	\$285	\$1,110	\$869	\$0	\$0	\$0	\$551	\$3,200	\$59	\$6,789	\$3,200
Hispanic Metropolitan Chamber Latino Employment & Business Fair	05/28/09	800	Repeat	Trade Show	Tradeshow	Local	126,692	1		\$0	\$60	\$581	\$0	\$0	\$126	\$440	\$0	\$0	\$0	\$550	\$4,900	\$438	\$7,095	\$4,900
SCORE Chapter 11 Awards Banquet	05/28/09	233	New	Dinner	Food & Beverage/Catering		12,600	1		\$0	\$13,467	\$1,288	\$0	\$0	\$4,105	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300	\$20,160	\$0
Oregon League of Minority Voters 2nd Annual Dinner of Hope and Liberty Awards Ceremony	05/28/09	185	New	Dinner	Food & Beverage/Catering		8,200	1		\$0	\$10,396	\$380	\$0	\$0	\$1,488	\$0	\$0	\$0	\$0	\$180	\$0	\$200	\$12,644	\$0
CE International - Toxic Foods	05/29/09	54	Repeat	Meeting/Seminar	Meeting	Local	1,818	1		\$0	\$65	\$0	\$0	\$15	\$90	\$0	\$0	\$0	\$0	\$25	\$520	\$0	\$715	\$520
AsiaFest 2009	05/30/09	1,253	Repeat	Community Event	Consumer Public	Local	91,377	1		\$0	\$750	\$0	\$0	\$0	\$0	\$1,739	\$0	\$0	\$76	\$275	\$3,550	\$1,516	\$7,906	\$3,550
Promociones Noe	05/29/09	0	New	Dance	Consumer Public	Local	193,884	2		\$0	\$0	\$3,179	\$0	\$2,845	\$260	\$3,029	\$0	\$0	\$391	\$2,055	\$5,500	\$1,328	\$18,587	\$5,500
Columbia Land Trust Wild Splendor 2009 Auction	05/30/09	0	New	Auction	Food & Beverage/Catering	Local	13,211	1		\$0	\$17,978	\$296	\$288	\$0	\$737	\$391	\$0	\$0	\$0	\$0	\$0	\$200	\$19,890	\$0
Pioneer Pacific College Graduation Ceremony	05/30/09	1,200	Repeat	Graduation	Miscellaneous/Other		12,600	1		\$0	\$0	\$0	\$0	\$0	\$300	\$79	\$0	\$0	\$0	\$165	\$3,200	\$129	\$3,873	\$3,200
		28,588					3,878,296	94		\$0	\$537,206	\$47,452	\$72,336	\$8,458	\$105,263	\$98,163	\$15,515	\$4,284	\$603	\$15,786	\$201,916	\$43,088	\$1,150,070	\$201,916

HISTORICAL COMPARISON  
OCC EVENT ANALYSIS MONTHLY REVENUE REPORT  
MAY 2008

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	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 Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total	OCC Ordered Rent
OCC MAY 2008 MISC NON-EVENT ACTIVITIES/BILLINGS	05/01/08	1	Accounting/Non-	Accounting/Non-event	Accounting/Non-Event		0	31	0		\$0	\$216	\$114	\$0	\$0	\$0	\$0	\$100	\$0	\$0	\$1,463	\$0	\$0	\$1,893	\$0
2008 International Preliminary Quartet & Division IV Contest	05/01/08	650	New	Concert	Consumer Public	Regional	109,138	3	0	TRUE	\$0	\$163	\$0	\$0	\$800	\$5,550	\$172	\$0	\$0	\$0	\$275	\$5,500	\$2,205	\$14,665	\$5,500
Market America Regional Conference	05/01/08	1,200	Repeat	Meeting/Se	Meeting	Region	41,752	4	0		\$0	\$0	\$0	\$0	\$335	\$505	\$1,395	\$0	\$0	\$0	\$13	\$7,744	\$0	\$9,992	\$7,744
Fred Pryor Seminars & CareerTrack	05/01/08	80	New	Meeting/Se	Meeting	Local	1,875	1	0		\$0	\$65	\$0	\$0	\$30	\$30	\$0	\$0	\$0	\$0	\$5	\$545	\$0	\$675	\$545
SK Northwest Segway Symposium	05/01/08	10	New	Meeting/Se	Meeting	Region	1,386	1	0		\$0	\$108	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405	\$0	\$513	\$405
Fred Pryor Seminars & CareerTrack	05/02/08	65	New	Meeting/Se	Meeting	Local	1,923	1	0		\$0	\$65	\$0	\$0	\$30	\$156	\$0	\$0	\$0	\$0	\$0	\$560	\$0	\$811	\$560
Rapport Leadership International - Power Communication	05/02/08	20	Repeat	Meeting/Se	Meeting	Local	18,198	3	0		\$0	\$130	\$0	\$0	\$0	\$0	\$86	\$0	\$0	\$0	\$60	\$1,650	\$0	\$1,926	\$1,650
OnStage New York	05/03/08	3,000	New	Dance	Miscellaneous/	Local	103,214	2	1		\$0	\$625	\$0	\$0	\$151	\$0	\$1,974	\$0	\$0	\$0	\$275	\$8,351	\$1,536	\$12,912	\$8,351
IAAM District Meeting sponsored by the Oregon Convention Center	05/03/08	120	New	Meeting/Se	Meeting	Regional	30,595	3	1		\$0	\$30,250	\$0	\$0	\$0	\$3,918	\$0	\$0	\$0	\$0	\$113	\$0	\$135	\$34,416	\$0
Western Culinary Institute Graduation	05/03/08	1,000	Repeat	Graduation	Miscellaneous/	Local	18,900	1	0		\$0	\$65	\$0	\$0	\$56	\$638	\$86	\$225	\$0	\$0	\$165	\$4,350	\$284	\$5,869	\$4,350
34th Annual Portland Products and Services Conference	05/06/08	450	Repeat	Trade Show	Convention w/ Tradeshow	Local	107,264	1	1		\$0	\$13,044	\$0	\$0	\$75	\$980	\$3,999	\$225	\$71	\$0	\$275	\$5,500	\$236	\$24,405	\$5,500
Microsoft LKO Launch 2008	05/05/08	1,225	New	Meeting/Se	Meeting	National	103,600	2	0		\$0	\$37,572	\$0	\$0	\$300	\$288	\$3,136	\$2,689	\$0	\$0	\$156	\$12,975	\$0	\$57,116	\$12,975
Hispanic Chamber Scholarship Awards Luncheon	05/06/08	370	Repeat	Lunch	Food & Beverage/Cate	Local	18,900	1	0		\$0	\$13,800	\$0	\$32	\$0	\$5,545	\$0	\$0	\$0	\$0	\$165	\$0	\$990	\$20,532	\$0
SMSP CMM Meeting	05/06/08	25	New	Meeting/Se	Meeting	Local	1,228	1	0		\$0	\$645	\$0	\$0	\$0	\$750	\$0	\$0	\$0	\$0	\$0	\$355	\$0	\$1,750	\$355
Ascending to Leadership	05/06/08	12	New	Meeting/Se	Meeting	Local	1,966	2	0		\$0	\$731	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$570	\$0	\$1,451	\$570
A/V Staff Meeting	05/07/08	12	New	Meeting/Se	Meeting	Local	0	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NW Youth Career Show	05/08/08	4,700	New	Job Fair	Tradeshow	Local	135,767	1	1		\$0	\$4,322	\$1,047	\$528	\$0	\$2,120	\$825	\$0	\$0	\$0	\$550	\$7,000	\$1,059	\$17,450	\$7,000
Annual May Oregon Community Foundation Luncheon	05/07/08	775	Repeat	Lunch	Food & Beverage/Cate	State	26,712	1	0		\$0	\$23,645	\$0	\$0	\$150	\$12,535	\$0	\$0	\$0	\$0	\$323	\$0	\$2,300	\$38,953	\$0
Oregon Association of Minority Entrepreneurs 2008	05/08/08	2,000	Repeat	Trade Show	Tradeshow	State	122,856	1	1		\$0	\$19,423	\$0	\$0	\$0	\$4,185	\$1,142	\$149	\$80	\$0	\$550	\$3,175	\$867	\$29,571	\$3,175
Western Pension & Benefits Conference - Spring Seminar	05/07/08	142	Repeat	Annual Convention/	Meeting	State	10,584	1	0		\$0	\$7,365	\$0	\$0	\$65	\$1,462	\$0	\$0	\$0	\$0	\$0	\$1,440	\$224	\$10,556	\$1,440
Patient Safety Alliance: Achieving Safety and Excellence in the Inpatient Setting presented by NPIC & Acumentra Health	05/07/08	200	New	Meeting/Se	Meeting	Regional	12,751	1	0		\$0	\$9,052	\$0	\$0	\$0	\$2,174	\$86	\$0	\$0	\$0	\$0	\$2,144	\$0	\$13,456	\$2,144
NWSP/SOCAP Call Center Vendor Fair	05/08/08	30	New	Meeting/Se	Meeting	Local	2,881	1	0		\$0	\$424	\$0	\$0	\$150	\$732	\$651	\$447	\$0	\$0	\$225	\$560	\$100	\$3,289	\$560
Fred Pryor Seminar - Business Writing for Results	05/08/08	25	New	Meeting/Se	Meeting	Local	814	1	0		\$0	\$65	\$0	\$0	\$30	\$36	\$0	\$0	\$0	\$0	\$5	\$235	\$0	\$371	\$235
Miller Nash LLP: Affordable Housing Conference 2008	05/08/08	158	Repeat	Meeting/Se	Meeting	Local	7,297	1	0		\$0	\$10,652	\$0	\$0	\$28	\$1,973	\$0	\$275	\$0	\$0	\$0	\$2,115	\$470	\$15,513	\$2,115
GC Showcase	05/08/08	500	New	Trade Show	Tradeshow	Local	12,400	1	0		\$0	\$14,448	\$0	\$0	\$0	\$0	\$2,150	\$563	\$0	\$0	\$165	\$3,200	\$1,000	\$21,526	\$3,200
Young Audiences Mad Hot Ballroom	05/10/08	490	New	Dinner	Food &	Local	37,310	1	1		\$0	\$41,355	\$0	\$0	\$720	\$3,522	\$1,022	\$0	\$0	\$0	\$165	\$800	\$2,295	\$49,879	\$800
Oregon Psychological Association Annual Conference	05/09/08	220	New	Annual Convention/	Meeting	State	20,701	2	0		\$0	\$22,332	\$0	\$0	\$240	\$3,470	\$0	\$0	\$0	\$0	\$0	\$3,440	\$150	\$29,632	\$3,440
OSCPA: Not-for-Profit Conference	05/09/08	102	Repeat	Meeting/Se	Meeting	State	8,357	1	0		\$0	\$5,172	\$0	\$640	\$0	\$507	\$172	\$0	\$0	\$0	\$92	\$1,495	\$0	\$8,078	\$1,495
AsiaFest 2008	05/10/08	1,317	Repeat	Community	Consumer	Local	91,377	1	1		\$0	\$1,000	\$0	\$0	\$0	\$0	\$1,447	\$0	\$0	\$72	\$370	\$3,450	\$1,632	\$7,971	\$3,450
Educator Forums and Student Awards Banquet	05/09/08	800	Repeat	Meeting/Se	Meeting	State	30,868	1	0		\$0	\$48,609	\$0	\$114	\$0	\$10,579	\$0	\$0	\$0	\$0	\$165	\$1,650	\$855	\$61,972	\$1,650
Fred Pryor Seminars & CareerTrack	05/09/08	50	New	Meeting/Se	Meeting	Local	1,377	1	0		\$0	\$65	\$0	\$0	\$30	\$36	\$0	\$0	\$0	\$0	\$5	\$380	\$0	\$516	\$380
Oregon State Bar - Trials of the Century with Todd Winegar	05/09/08	70	Repeat	Meeting/Se	Meeting	State	4,105	1	0		\$0	\$1,456	\$0	\$0	\$0	\$190	\$0	\$0	\$0	\$0	\$28	\$1,195	\$30	\$2,899	\$1,195
Oregon Law Institute Seminar - Make or Break Medical Issues in Litigation	05/09/08	70	Repeat	Meeting/Se	Meeting	State	2,465	1	0		\$0	\$824	\$0	\$144	\$0	\$267	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$2,235	\$1,000
Oregon State Taekwondo - U.S. National Qualifier 2008	05/10/08	135	Repeat	Sporting Event/Athlet	Consumer Public	State	126,662	1	1		\$0	\$130	\$597	\$0	\$800	\$172	\$546	\$0	\$0	\$28	\$550	\$3,175	\$925	\$6,923	\$3,175
Columbia Pacific Building and Construction Trades Council Centennial Celebration	05/10/08	670	New	Dinner	Food & Beverage/Cate	Local	25,200	1	0		\$0	\$51,672	\$0	\$0	\$0	\$3,955	\$0	\$0	\$0	\$0	\$275	\$0	\$1,105	\$57,007	\$0
Dinner of Hope	05/12/08	189	New	Meeting/Se	Meeting	Local	17,100	1	0		\$0	\$15,600	\$0	\$0	\$0	\$254	\$0	\$0	\$0	\$0	\$345	\$0	\$200	\$16,399	\$0

HISTORICAL COMPARISON  
OCC EVENT ANALYSIS MONTHLY REVENUE REPORT  
MAY 2008

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	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 Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total	OCC Ordered Rent
Intel Finance Annual Conference	05/12/08	490	New	Annual	Meeting	Local	27,156	1	0		\$0	\$35,137	\$0	\$0	\$285	\$4,085	\$0	\$0	\$0	\$0	\$130	\$3,380	\$805	\$43,823	\$3,380
2008 International Quilt Market/Spring	05/16/08	3,497	Repeat	Annual	Convention w/	Internati	1,990,104	3	5	TRUE	\$0	\$15,398	\$0	\$0	\$0	\$4,869	\$71,999	\$5,760	\$8,189	\$0	\$4,954	\$85,125	\$10,838	\$207,131	\$85,125
Portland Business Alliance 2008 Annual Awards Breakfast	05/14/08	725	Repeat	Breakfast	Meeting	Local	50,663	1	1		\$0	\$19,608	\$0	\$0	\$0	\$2,316	\$567	\$0	\$0	\$0	\$275	\$1,000	\$0	\$23,766	\$1,000
Luis Palau Association: Portland Fundraiser	05/13/08	1,371	New	Dinner	Food & Beverage/Cate	Local	36,912	1	0		\$0	\$50,567	\$0	\$0	\$146	\$1,101	\$436	\$0	\$0	\$0	\$275	\$0	\$240	\$52,765	\$0
Loaves & Fishes Annual Luncheon	05/14/08	785	New	Lunch	Food & Beverage/Cate	Local	17,100	1	0		\$0	\$18,240	\$0	\$0	\$0	\$4,791	\$0	\$0	\$0	\$0	\$165	\$0	\$720	\$23,916	\$0
Allergan Dinner	05/14/08	180	New	Dinner	Meeting	Local	6,300	1	0		\$0	\$11,039	\$0	\$390	\$0	\$2,104	\$140	\$0	\$0	\$0	\$0	\$0	\$258	\$13,931	\$0
WVDO Conference and Crystal Awards Graduate Event	05/15/08	360	Repeat	Meeting/Se	Meeting	State	46,810	2	1		\$0	\$32,132	\$0	\$0	\$225	\$7,227	\$656	\$298	\$0	\$0	\$25	\$3,420	\$560	\$44,543	\$3,420
Fred Pryor Seminars & CareerTrack	05/14/08	312	New	Graduation	Meeting	Local	11,933	1	0		\$0	\$6,384	\$0	\$0	\$45	\$565	\$0	\$0	\$0	\$0	\$0	\$2,300	\$0	\$9,294	\$2,300
Fred Pryor Seminars & CareerTrack	05/14/08	60	New	Meeting/Se	Meeting	Local	1,875	1	0		\$0	\$65	\$0	\$0	\$30	\$102	\$0	\$0	\$0	\$0	\$5	\$545	\$0	\$747	\$545
2008 Mexico Travel Marketplace	05/14/08	92	New	Trade Show	Tradeshaw	Local	5,670	1	0		\$0	\$5,237	\$0	\$282	\$450	\$454	\$172	\$0	\$0	\$0	\$90	\$1,650	\$100	\$8,435	\$1,650
Fred Pryor Seminars & CareerTrack	05/15/08	25	New	Meeting/Se	Meeting	Local	1,158	1	0		\$0	\$65	\$0	\$0	\$30	\$30	\$0	\$0	\$0	\$0	\$5	\$330	\$0	\$460	\$330
Pacific University College of Optometry Class of 2008 Graduation Dinner	05/16/08	454	New	Dinner	Food & Beverage/Cate	Local	17,100	1	0		\$0	\$17,415	\$0	\$0	\$0	\$1,499	\$291	\$0	\$0	\$0	\$330	\$0	\$0	\$19,535	\$0
Fred Pryor Seminars & CareerTrack	05/16/08	20	New	Meeting/Se	Meeting	Local	1,158	1	0		\$0	\$65	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$5	\$330	\$0	\$430	\$330
Oregon Law Institute Seminar - Supercharge Your Negotiation Skills	05/16/08	50	Repeat	Meeting/Se	Meeting	State	3,750	1	0		\$0	\$604	\$0	\$48	\$20	\$50	\$0	\$0	\$0	\$0	\$0	\$1,090	\$0	\$1,812	\$1,090
Pioneer Pacific College Graduation Ceremony	05/17/08	600	Repeat	Graduation	Meeting	Local	12,600	1	0		\$0	\$0	\$0	\$0	\$0	\$244	\$86	\$0	\$0	\$0	\$165	\$3,200	\$104	\$3,799	\$3,200
Self Identity through Ho'oponopono	05/17/08	80	Repeat	Training	Meeting	Local	6,408	2	0		\$0	\$1,094	\$0	\$0	\$95	\$930	\$0	\$0	\$0	\$0	\$300	\$1,850	\$0	\$4,269	\$1,850
9th Annual ALS Dinner & Auction	05/17/08	435	Repeat	Auction	Food & Beverage/Cate	Local	22,512	1	0		\$0	\$24,469	\$99	\$84	\$312	\$2,800	\$504	\$0	\$0	\$0	\$165	\$1,000	\$2,125	\$31,558	\$1,000
Portland Church of Scientology - Dianetics Anniversary	05/17/08	150	Repeat	Meeting/Se	Meeting	Local	12,600	1	0		\$0	\$927	\$0	\$0	\$0	\$216	\$0	\$0	\$0	\$0	\$0	\$1,600	\$288	\$3,031	\$1,600
Team INA Spring Leadership	05/17/08	325	Repeat	Meeting/Se	Meeting	Local	17,800	2	0		\$0	\$352	\$0	\$48	\$573	\$325	\$636	\$0	\$0	\$0	\$293	\$3,650	\$0	\$5,877	\$3,650
Hawk Ridge Systems Meeting	05/19/08	21	New	Meeting/Se	Meeting	Nationa	983	1	0		\$0	\$938	\$0	\$78	\$15	\$96	\$0	\$0	\$0	\$0	\$0	\$285	\$0	\$1,412	\$285
Intel Channel Conference - Spring 2008	05/19/08	119	New	Annual	Convention w/	Local	40,146	2	0		\$0	\$11,695	\$0	\$228	\$315	\$0	\$1,668	\$0	\$0	\$0	\$0	\$3,085	\$0	\$16,991	\$3,085
Women at Intel Network Conference	05/20/08	1,400	Repeat	Meeting/Se	Meeting	Local	137,266	1	1		\$0	\$40,605	\$0	\$456	\$140	\$420	\$918	\$0	\$0	\$0	\$550	\$12,813	\$334	\$56,236	\$12,813
Fred Pryor Seminars & CareerTrack	05/20/08	18	New	Meeting/Se	Meeting	Local	1,158	1	0		\$0	\$65	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$5	\$330	\$0	\$430	\$330
The Rental Housing Association of Greater Portland	05/21/08	350	New	Annual Convention/	Tradeshaw	Local	64,506	1	1		\$0	\$65	\$0	\$0	\$0	\$2,086	\$1,385	\$149	\$57	\$0	\$275	\$3,000	\$230	\$7,247	\$3,000
Girls, Inc. 2008 Summit	05/22/08	1,100	Repeat	Trade Show	Tradeshaw	Local	148,240	1	1		\$0	\$255	\$0	\$120	\$100	\$5,046	\$985	\$0	\$0	\$0	\$550	\$10,305	\$734	\$18,095	\$10,305
Webvisions	05/22/08	479	Repeat	Lecture/Spe	Meeting	Local	26,265	2	1		\$0	\$6,245	\$0	\$0	\$0	\$2,460	\$1,056	\$3,225	\$0	\$0	\$0	\$6,338	\$100	\$19,424	\$6,338
Hispanic Metropolitan Chamber Latino Employment & Business Fair	05/22/08	800	Repeat	Trade Show	Tradeshaw	Local	122,000	1	1		\$0	\$105	\$194	\$0	\$0	\$0	\$430	\$0	\$0	\$0	\$550	\$6,350	\$449	\$8,078	\$6,350
Metro Multifamily Housing Association: 8th Annual ACE Awards Dinner	05/21/08	590	New	Dinner	Food & Beverage/Cate	Local	18,900	1	0		\$0	\$32,262	\$0	\$504	\$0	\$5,380	\$164	\$0	\$0	\$0	\$165	\$0	\$2,612	\$41,087	\$0
Fred Pryor Seminars & CareerTrack	05/21/08	35	New	Meeting/Se	Meeting	Local	1,158	1	0		\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$330	\$0	\$400	\$330
Oregon Community Dinner	05/21/08	400	New	Dinner	Food & Beverage/Cate	State	25,500	1	0		\$0	\$14,172	\$0	\$0	\$0	\$7,945	\$0	\$0	\$0	\$0	\$585	\$0	\$3,890	\$26,592	\$0
Portland & Oregon's Annual Diversity Employment Day Career Fair	05/21/08	250	New	Job Fair	Tradeshaw	Local	8,200	1	0		\$0	\$2,308	\$0	\$0	\$0	\$0	\$172	\$0	\$0	\$0	\$165	\$2,150	\$0	\$4,795	\$2,150
Fred Pryor Seminars & CareerTrack	05/22/08	39	New	Meeting/Se	Meeting	Local	1,158	1	0		\$0	\$65	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$5	\$330	\$0	\$430	\$330
Green Broker: Hosted by the Cascadia Region Green Building Council and the Commercial Brokers Association	05/22/08	98	New	Meeting/Se	Meeting	Regiona	21,300	1	0		\$0	\$5,084	\$0	\$0	\$120	\$2,513	\$86	\$0	\$0	\$0	\$0	\$3,400	\$0	\$11,203	\$3,400
U.S. Small Business Administration Awards Banquet	05/22/08	220	New	Dinner	Food & Beverage/Cate	Local	12,600	1	0		\$0	\$12,300	\$0	\$0	\$0	\$4,033	\$0	\$0	\$0	\$0	\$60	\$0	\$1,100	\$17,493	\$0
RailsConf 2008	05/29/08	1,800	Repeat	Annual	Convention w/	Nationa	751,840	4	2		\$0	\$293,220	\$0	\$0	\$60	\$3,255	\$12,797	\$30,765	\$1,379	\$0	\$2,175	\$34,150	\$8,596	\$386,397	\$34,150
June 2008 Portland Gift and Accessories Show	05/31/08	3,400	Repeat	Annual Convention/	Convention w/ Tradeshaw	Local	884,351	4	5	TRUE	\$0	\$1,077	\$511	-\$2,390	\$56	\$1,410	\$21,612	\$2,070	\$3,201	\$0	\$2,150	\$38,856	\$7,447	\$75,999	\$38,856
Body Training Systems- Summit 2008	05/29/08	400	Repeat	Sporting	Meeting	Nationa	98,202	3	1		\$0	\$6,944	\$0	\$0	\$0	\$130	\$1,390	\$608	\$0	\$0	\$1,191	\$15,558	\$253	\$26,074	\$15,558
Infrastructure Workshop	05/28/08	90	New	Meeting/Se	Meeting	Local	3,750	1	0		\$0	\$1,673	\$0	\$0	\$0	\$495	\$0	\$0	\$0	\$0	\$0	\$1,090	\$0	\$3,258	\$1,090
Casting Models for Megastar Enterprise Designer Clothing Line...Fashion Show & Website	05/31/08	25	New	Miscellaneous	Meeting	Local	1,158	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$330	\$0	\$480	\$330
		42,528					5,915,813	133	28		\$0	\$1,043,033	\$2,562	\$1,306	\$7,037	\$135,714	\$137,039	\$47,547	\$12,977	\$99	\$22,543	\$334,128	\$60,378	\$1,804,364	\$334,128



**Expo Center Event Analysis**

**May 2009**

		Consumer	Trade	Misc.	Conv.	# of Events	Event Days	I/O Days	Use %	Attendance	Rental	Equipment	Concessions	Catering	Utilities	Parking	Total
Spa, Pool and BBQ Show	1-3	1				1	3	3		1,150	8,175	50			818	3,311	12,354
National Franchise and Business Opportunity Expo2-3		1				1	2	1		447	4,650	550	477	39	413	1,370	7,499
Kolbe's 8th Annual Off Road Expo	3	1				1	1	1		1,139	3,750		1,076		285	3,722	8,833
BAJA SAE Oregon	8			1		1	1	1		570	6,000	433	1,909	1,469		1,576	11,387
Starplex Orientation	9			1		1	1	0		49	290						290
CABA Alpaca Show	9-10	1				1	2	4		390	16,170	755	3,491	8,168	447	3,697	32,728
2009 Northwest Fire & Rescue Expo	15-16		1			1	2	2		1,058	9,850		3,929	50,515	3,159	6,990	74,443
Rose City Gun and Knife Show	15-17	1				1	3	2		4,517	15,160	500	9,575		1,054	21,787	48,076
MERC Commission Meeting	27			1		1	1	0		30				416			416
		<b>5</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>9</b>	<b>16</b>	<b>14</b>	<b>22%</b>	<b>9,350</b>	<b>64,045</b>	<b>2,288</b>	<b>20,457</b>	<b>60,607</b>	<b>6,176</b>	<b>42,453</b>	<b>196,026</b>

**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		8	1	4		13	25	19	44%	48,604	164,993	2,970	252,183	46,830	10,754	86,341	564,071
<b>May</b>		<b>5</b>	<b>1</b>	<b>3</b>		<b>9</b>	<b>16</b>	<b>14</b>	<b>22%</b>	<b>9,350</b>	<b>64,045</b>	<b>2,288</b>	<b>20,457</b>	<b>60,607</b>	<b>6,176</b>	<b>42,453</b>	<b>196,026</b>
June																	
Total to Date		62	6	30	0	101	203	155	47%	444,452	1,618,849	41,689	1,652,745	306,024	221,447	1,503,128	5,343,882

**Month to Month Comparison**

	<b>3</b>	<b>0</b>	<b>-1</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>-1</b>	<b>3%</b>	<b>-6,618</b>	<b>1,851</b>	<b>-1,387</b>	<b>-6,099</b>	<b>-18,829</b>	<b>-912</b>	<b>-1,945</b>	<b>-27,321</b>
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**Year to Date Comparison**

	<b>-3</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>-17</b>	<b>-38</b>	<b>-3%</b>	<b>-56,050</b>	<b>-22,933</b>	<b>-27,407</b>	<b>-218,639</b>	<b>-33,889</b>	<b>-16,175</b>	<b>-123,893</b>	<b>-442,936</b>
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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
<b>May</b>		<b>2</b>	<b>1</b>	<b>4</b>		<b>7</b>	<b>15</b>	<b>15</b>	<b>19%</b>	<b>15,968</b>	<b>62,194</b>	<b>3,675</b>	<b>26,556</b>	<b>79,436</b>	<b>7,088</b>	<b>44,398</b>	<b>223,347</b>
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

## PCPA MONTHLY ANALYSIS

MAY 2009

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	4/28 to 5/17	Portland Opera	Rigoletto	15	4	9,843	9,861	83%	\$705,147	\$13,310	\$38,044	\$17,257	\$0	\$22,973	\$91,584
	5/10	Elderhostel	Lunch Reception	0	1	48	0		\$0	\$0	\$0	\$0	\$0	\$1,605	\$1,605
	5/19	NTD Public TV Seattle	Divine Performing Arts	0	1	981	1,034	35%	\$47,435	\$3,340	\$9,454	\$2,474	\$60	\$1,325	\$16,653
	5/29	Seattle Theatre Group	Anthony Bourdain	0	1	1,931	1,927	69%	\$86,781	\$6,550	\$4,258	\$4,912	\$0	\$6,334	\$22,054
	5/30	Outback Concerts	George Lopez	0	1	2,172	2,174	75%	\$127,493	\$9,622	\$8,148	\$7,216	\$1,195	\$10,581	\$36,762
ASCH	5/2	Portland Youth Philharmonic	Spring Concert	0	1	1,134	1,587	0%	\$14,495	\$780	\$3,574	\$715	\$0	\$1,359	\$6,428
	5/3	Metro Arts	Young Artists Concert	0	1	1,472	305	12%	\$5,669	\$0	\$5,409	\$500	\$0	\$1,535	\$7,444
	5/6	Oregon Symphony	Auditions	1	0	0	0		\$0	\$5,200	\$343	\$0	\$0	\$0	\$5,543
	5/7 to 8	Tater Touring	Ron White	0	2	4,975	5,058	91%	\$216,230	\$17,602	\$7,481	\$6,669	\$925	\$18,009	\$50,686
	5/9 to 11	Oregon Symphony	Classical 13	3	3	4,614	3,888	47%	\$155,762	\$3,080	\$12,580	\$6,804	\$69	\$5,427	\$27,960
	5/13	World Affairs Council	Laurie Garrett	0	1	1,451	1,803	65%	\$67,898	\$3,340	\$3,104	\$4,367	\$0	\$720	\$11,531
	5/14	Outback Concerts	Flight of the Conchords	0	1	2,698	2,687	97%	\$103,450	\$7,808	\$10,207	\$5,855	\$2,437	\$6,912	\$33,219
	5/16 to 18	Oregon Symphony	Classical 14	3	3	7,326	6,171	74%	\$255,409	\$2,895	\$10,640	\$10,799	\$1,463	\$5,943	\$31,740
	5/22 to 23	JS Touring	Jerry Seinfeld	0	3	5,278	5,298	96%	\$375,566	\$12,000	\$9,541	\$21,257	\$0	\$12,776	\$55,574
5/25	Oregon Symphony	Norman Leyden	1	2	3,846	2,891	52%	\$118,162	\$1,505	\$10,290	\$5,059	\$0	\$2,061	\$18,915	
NEWMARK	4/17 to 5/3	Oregon Ballet Theatre	Left Unsaid	12	13	7,907	7,535	66%	\$331,652	\$5,960	\$31,027	\$13,186	\$0	\$6,333	\$56,506
	5/5 to 9	Jefferson Dancers	Jefferson Dancers	1	5	2,895	2,435	55%	\$46,002	\$4,540	\$17,240	\$4,680	\$0	\$3,685	\$30,145
	5/10 to 11	Portland Piano International	Arnaldo Cohen	0	2	900	1,004	57%	\$25,820	\$2,270	\$3,768	\$1,330	\$184	\$2,141	\$9,693
	5/12	Oregon Historical Society	David McCullough	0	1	665	608	69%	\$32,829	\$1,135	\$1,752	\$2,035	\$0	\$257	\$5,179
	5/13 to 14	Northwest Academy	Espirit	0	2	498	251	40%	\$2,000	\$2,955	\$5,388	\$959	\$0	\$165	\$9,467
	5/18	Amer. Acoustical Society	Unique Musical Instrumts	0	1	357	0		\$0	\$1,395	\$2,017	\$0	\$0	\$207	\$3,619
	5/29 to 30	Westbeth Theatre Center	Cinema Titanic	2	2	654	639	36%	\$27,711	\$2,540	\$3,279	\$1,535	\$600	\$1,248	\$9,202
5/31	Portland Youth Philharmonic	Postlude Concert	0	1	431	438	50%	\$3,860	\$165	\$2,037	\$219	\$0	\$113	\$2,534	
WINNINGSTAD A. HATFIELD HALL	4/20 to 5/17	Oregon Children's Theatre	Petite Rouge	8	32	9,869	9,153	97%	\$73,247	\$4,595	\$10,429	\$2,626	\$0	see ArtBar	\$17,650
	5/11	PCPA Volunteers Showcase	Northwest Elders	0	1	90	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	5/16	Portland Jazz Festival	Jazz in the ArtBar	0	1	31	0		\$0	\$0	\$0	\$0	\$0	\$542	\$542
	5/29	Portland Jazz Festival	Jazz in the ArtBar	0	1	28	0		\$0	\$0	\$0	\$0	\$0	\$786	\$786
PCPA Catering Artbarista Keller Café ArtBar	May													\$806	\$806
	May													\$724	\$724
	May													\$9,493	\$9,493
	May													\$21,112	\$21,112
		<b>TOTALS</b>		<b>44</b>	<b>87</b>	<b>72,094</b>	<b>66,747</b>	<b>60%</b>	<b>\$2,822,618</b>	<b>\$112,587</b>	<b>\$210,010</b>	<b>\$120,454</b>	<b>\$6,933</b>	<b>\$145,172</b>	<b>\$595,156</b>

## PCPA MONTHLY ANALYSIS

MAY 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	5/1	Portland Opera	Camerata Dinner	0	1	96	0	0%	\$0	\$0	\$528	\$0	\$0	\$9,292	\$9,820
	5/9 to 17	Portland Opera	Aida	16	5	12,436	12,380	83%	\$886,391	\$13,650	\$45,186	\$22,027	\$0	\$24,588	\$105,451
	5/11	Elderhostel	Reception	0	1	80	0	0%	\$0	\$126	\$145	\$0	\$0	\$2,106	\$2,377
	5/26 to 6/1	Live Nation	High School Musical	1	8	13,500	13,746	57%	\$621,112	\$32,435	\$33,501	\$41,238	TBD	\$21,559	\$128,733
ASCH	5/1	ISEPP	Steven Goldman	0	1	839	520	19%	\$17,411	\$3,245	\$2,509	\$1,350	\$150	\$327	\$7,581
	5/1 to 2	Oregon Symphony	Youth Concerts	2	4	8,553	0	0%	\$0	\$4,060	\$5,821	\$0	\$0	\$240	\$10,121
	5/3	Portland Youth Philhar.	Spring Concert	0	1	1,123	1,108	40%	\$13,731	\$755	\$3,476	\$554	\$0	\$725	\$5,510
	5/4	Oregon Symphony	Inside the Score 4	1	1	1,949	2,176	78%	\$46,701	\$705	\$3,696	\$3,808	\$0	\$585	\$8,794
	5/6	Oregon Symphony	OSO/CMP Rehearsal	1	0	0	0	0%	\$0	\$180	\$870	\$0	\$0	\$0	\$1,050
	5/7 to 9	White Bird	Ballet Collaboration	2	2	2,706	2,491	45%	\$103,172	\$5,850	\$29,190	\$5,461	\$0	\$3,062	\$43,563
	5/10	Attila Glatz	Daniel O'Donnell	0	1	1,175	1,061	38%	\$84,055	\$6,344	\$15,739	\$4,758	\$1,352	\$3,504	\$31,697
	6/11	Outback Concerts	Kids in the Hall	0	1	2,534	2,558	92%	\$101,681	\$7,674	\$8,533	\$5,755	\$964	\$3,670	\$26,596
	5/17 to 19	Oregon Symphony	Classical 14	3	3	7,001	6,478	78%	\$254,242	\$8,215	\$14,893	\$11,337	\$0	\$6,525	\$40,970
	5/22	OSO/PYP	Side by Side	0	1	1,210	0	0%	\$0	\$1,015	\$4,907	\$0	\$0	\$897	\$6,819
5/29	PMC Entertainment	Tom Jones	0	1	2,207	2,213	80%	\$163,294	\$11,000	\$17,859	\$9,242	\$767	\$4,233	\$43,101	
NEWMARK	5/1 to 4	Bodyvox	Horizontal Leanings	3	5	1,880	1,921	44%	\$42,815	\$7,495	\$13,897	\$2,665	\$0	\$2,862	\$26,919
	5/7 to 10	Jefferson Dancers	Jefferson Dancers	2	6	3,475	2,299	52%	\$45,230	\$4,400	\$14,221	\$3,449	\$0	\$2,479	\$24,549
	5/11 to 12	Portland Piano Intl.	Marc Andre Hamelin	0	2	1,053	1,235	70%	\$28,949	\$2,200	\$2,674	\$1,905	\$375	\$568	\$7,722
	5/14 to 31	Do Jump Theatre	Entusiasmo	6	12	5,290	2,912	37%	\$93,270	\$10,100	\$29,960	\$5,302	\$0	\$35	\$45,397
WINNINGSTAD	4/30 to 5/23	Oregon Children's Th.	Einstein is a Dummy	3	32	6,636	2,000	62%	\$36,297	\$3,395	\$9,882	\$2,632	\$0	see ArtBar	\$15,909
	5/24	Barbershop Harmony 5	Downtown Harmony	0	2	189	187	64%	\$4,005	\$1,260	\$1,115	\$327	\$0	see ArtBar	\$2,702
	5/30	PDX Jazz Festival	Portland Jazz Orchestra	0	1	259	288	97%	\$5,873	\$630	\$955	\$504	\$0	see ArtBar	\$2,089
ARTBAR KELLER CAFÉ	May	Food & Beverage												\$14,765	\$14,765
	May	Food & Beverage												\$13,779	\$13,779
<b>TOTALS</b>				<b>40</b>	<b>91</b>	<b>74,191</b>	<b>55,573</b>	<b>49%</b>	<b>\$2,548,229</b>	<b>\$124,734</b>	<b>\$259,557</b>	<b>\$122,314</b>	<b>\$3,608</b>	<b>\$115,801</b>	<b>\$626,014</b>

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	24	53,149	29	46,805	22	12,300	35	7,796	11	605	0	0	121	120,655
May	14	23,991	17	29,424	24	11,507	39	9,712	0	0	0	0	94	74,634
June													0	0
Total to Date	172	349,291	170	271,835	183	94,567	193	40,726	28	2,241	26	5,799	772	762,218

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	24	58,003	24	47,208	18	10,998	32	4,961	2	96	3	183	103	121,449
May	9	15,752	21	35,595	17	8,547	34	7,571	16	406	3	149	100	68,020
June													0	0
Total to Date	189	383,896	184	311,645	210	115,703	279	51,544	70	2,774	62	8,582	924	871,370

Other includes Main Street

<b>Total to Date Change</b>														
Events	17	34,605	14	39,810	27	21,136	86	10,818	42	533	36	2,783	152	109,152
Percentage	10%	10%	8%	15%	15%	22%	45%	27%	150%	24%	138%	48%	20%	14.3%

**MERC Commission Meeting  
Commission Business**

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**Resolution No. 09-11**

**For the Purpose of Electing the Commission's Officers for Fiscal Year 2009-10.**

WHEREAS, the Commission elects its officers by fiscal year; and

WHEREAS, at the June 24, 2009 regular meeting of the Metropolitan Exposition-Recreation Commission, the following Commissioners were nominated and elected as the Metropolitan Exposition-Recreation Commission officers:

**Chair:**

**Vice Chair:**

**Secretary-Treasurer:**

**BE IT THEREFORE RESOLVED** that those Commissioners of the Metropolitan Exposition-Recreation Commission are hereby confirmed as officers for fiscal year 2009-10.

Passed by the Commission on June 24, 2009.

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Nathan A. Schwartz Sykes, Senior Attorney

\_\_\_\_\_  
Secretary-Treasurer