

**MERC Commission Meeting**

**August 5, 2009**

**12:30 pm**

**Portland Expo Center**

**2060 N. Marine Drive**

**Room 202-04**



**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**MEETING:** Metropolitan Exposition Recreation Commission  
**DATE:** Wednesday, August 5, 2009  
**TIME:** 12:30 PM  
**LOCATION:** Portland Metropolitan Exposition Center (Expo Center)  
Room 202-04  
2060 N Marine Drive

**AGENDA**

**CALL TO ORDER**

**1.0 QUORUM CONFIRMED**

**2.0 COMMISSIONER COMMUNICATIONS AND QUESTIONS FOR STAFF**

**3.0 INTERIM GENERAL MANAGER COMMENTS**

**3.1** General Updates Cheryl Twete

**4.0 OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS**

**5.0 CONSENT AGENDA**

- 5.1** Approval of June 24, 2009 Meeting Minutes
- 5.2** Approval of June 30, 2009 Special Meeting Minutes
- 5.3** Approval of July 2, 2009 Special Meeting Minutes

**6.0 BUSINESS AND FINANCIAL REVIEW**

**7.0 MERC ACTION AGENDA**

- 7.1** **Resolution 09-13** for the Purpose of Ratifying a Collective Bargaining Agreement with the International Union of Operating Engineers (IUOE), Local 701, Tentative Agreement Joni Johnson
- 7.2** Robyn Williams' Tribute and Acknowledgement Cheryl Twete

**BREAK**

**8.0 STRATEGIC PROJECT DISCUSSION**

- 8.1** Expo Center Master Plan C. Twete/C. Bailey
- 8.2** OCC Solar Project Jeff Blosser
- 8.3** MERC Food and Beverage Management Services RFP Process Jeff Blosser
- 8.4** MERC First Opportunity Target Area Kathy Taylor

**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**



June 24, 2009

Oregon Convention Center: Rooms A107-108

<b>Present:</b>	Gary Reynolds (Acting Chair), Gary Conkling, Elisa Dozono, Ray Leary, Yvonne McClain
<b>Absent:</b>	None
	<p>The regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Acting Chair Reynolds at the Oregon Convention Center at 12:30 p.m.</p> <p>Agenda items were taken out of agenda order by the Acting Chair.</p>
<b>1.0</b>	<p><b><u>QUORUM CONFIRMED</u></b></p> <ul style="list-style-type: none"> <li>• A quorum of Commissioners was present.</li> <li>• Dan Cooper of Metro Legal counsel stated that two of the Commission members, Don Trotter (Chair) and Janice Marquis (Vice-Chair) had been determined by Metro to be ineligible to be MERC Commissioners. He stated this determination was made based on information received after the prior Commission meeting. He continued by explaining that Don Trotter had been serving in an appointed capacity for an elected position within the Clackamas County Fire District, which is specifically prohibited by the MERC code, and that Don Trotter' resignation is vacant immediately. He added that Janice Marquis was appointed to the MERC Commission after being nominated by the City of Portland, but she does not reside within the city, making her ineligible to serve on the Commission. He noted that Janice Marquis has elected to make her resignation effective immediately and stated that the Commission now has five members.</li> </ul>
<b>2.0</b>	<p><b><u>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</u></b></p> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>3.0</b>	<p><b><u>CONSENT AGENDA</u></b></p>
<b>3.1</b>	<p><b>Approval of May 27, 2009 Regular Meeting Minutes</b></p> <ul style="list-style-type: none"> <li>• A motion was made by Commissioner Conkling and seconded by Commissioner Leary that the Consent Agenda be approved as presented.</li> </ul> <p style="padding-left: 40px;">VOTING:           Aye: 5                           Nay: 0                           Motion passed</p>
<b>4.0</b>	<p><b><u>MERC GENERAL BUSINESS</u></b></p>
<b>4.1</b>	<p><b>Resolution 09-09 for the Purpose of Approving a Contract for Elevator and Escalator Maintenance at the Oregon Convention Center</b></p> <ul style="list-style-type: none"> <li>• Jeff Blosser introduced Julie Hoffman to present Resolution 09-09, a copy of which is included as part of this meeting record. She stated that there was a formal request for proposal (RFP) process that occurred in May, resulting in five responsible proposals. She respectfully requested approval of this contract by the Commission.</li> <li>• Commissioner Dozono asked where this bid fell in regard to overall cost. Julie Hoffman answered that this was the lowest bid. Commissioner Conkling asked if this firm within the FOTA boundary. Julie Hoffman answered that this firm is not within the FOTA boundary. Commissioner Leary asked if there were any responses from firms within FOTA. Julie Hoffman answered that there were no responses by firms within FOTA. Commissioner McClain asked if this request for proposals was advertised in the Daily Journal of Commerce. Julie Hoffman answered that this RFP was advertised in the Daily Journal of Commerce.</li> </ul>

	<ul style="list-style-type: none"> <li>• A motion was made by Commissioner Conkling and seconded by Commissioner Dozono that Resolution 09-09 be approved as presented.</li> <li>• VOTING: Aye: 5 Nay: 0 Motion passed</li> </ul>
4.2	<p><b>Resolution 09-10 for the Purpose of Approving a Contract for Architectural Services for the Arlene Schnitzer Concert Hall Main Street Project</b></p> <ul style="list-style-type: none"> <li>• Heather Peck introduced Resolution 09-10, a copy of which is included as part of this meeting record. She stated that the formal process began on August 6, 2008 and that the final selection was made on March 9th.</li> <li>• Commissioner Leary asked if the amount listed in the contract was for all support or if the costs would be phased in. Heather Peck answered that it is for the renovation and planning phase. Commissioner Leary clarified if there were any other phases that would be involved in this portion of the contract. Heather Peck answered that it is the predevelopment and schematic phase. Commissioner Conkling asked if the major funders have seen this choice for the contract. Heather Peck answered that yes, major funders have seen this choice. Commissioner Conkling asked for clarification on what was distributed to the Commission. Heather Peck answered that she had distributed most of what ELS proposed for the Main Street Project. Commissioner Conkling noted that there seem to be multiple ideas in the packet. Heather Peck answered that all concepts in the packet except the bridge design are still under consideration. In response to a question from Commissioner McClain, Heather Peck answered that there are not any provisions in this contract requiring that a specific percentage go to MWESB but added that ELS mentioned the potential for MWESB participation in the contract. After some discussion on the issue of allotting a specific percentage to MWESB firms, Commissioner McClain requested that a percentage to be allocated to MWESB be added into the contract. Commissioner Leary added that this is particularly important because of the under utilization of MWESB firms on professional services projects. Nathan Sykes asked if this was instruction to staff to renegotiate the contract. Heather Peck asked what the specific goal was for MWESB spending. Commissioner McClain answered that it should be up to 20%, but that the firm can have discretion in this case as long as they are doing outreach to eligible businesses. After continued discussion, the Commission decided not to take action on Resolution 09-10 until additional information about the potential for MWESB involvement in this project is presented.</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 offered to take questions on Columbia River Crossing and Expo Master Plan Update.</li> </ul>
4.4	<p><b>Headquarters Hotel Update</b></p> <ul style="list-style-type: none"> <li>• Cheryl Twete offered to take questions on the Headquarters Update. Commissioner Leary stated that the report was sufficient.</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 he plans to return to the Commission at the August 5 meeting for approval of a contract for the Food and Beverage Management Services. He mentioned that there is a seven person internal and external member committee that will be conducting interviews on July 1. He added that there are two proposals: Ovations and ARAMARK. Acting Chair Reynolds asked if Ovations does any local business. Jeff Blosser answered that they are</li> </ul>

	currently at the Rose Quarter.
<b>4.6</b>	<p><b>Fiscal Year 2009-2010 Proposed Budget Update</b></p> <ul style="list-style-type: none"> <li>• Kathy Taylor stated that on June 4 staff presented to the Tax Supervising Conservation Commission. She noted the types of questions and answers from that meeting and stated that it went smoothly. She mentioned that there was recently a work session with Metro Council for the technical amendments for the current fiscal year and that it also went well. She noted that the next day Council will be voting on the adopted budget for FY 2009-2010.</li> </ul>
<b>4.7</b>	<p><b>May 2009 Financial Report</b></p> <ul style="list-style-type: none"> <li>• Kathy Taylor gave the May 2009 financial report. She noted that there are no major changes anticipated before the end of the fiscal year. She added that there have been negative impacts on food and beverage and Transient Lodging Tax (TLT) reducing the fund balance by two million dollars. Interim Chair Reynolds noted that there has been a net to operations and the fiscal year appears to be on track to exceed budget. Kathy Taylor answered that she hopes that this will be the case, as they are still anticipating money from the City of Portland and from Transient Lodging Tax. Commissioner Leary clarified that even in a down economy it is a testament to the strengths of the directors and staff that the operations for MERC will be a net positive for this fiscal year. Kathy Taylor reviewed the financial standing for Expo Center, Convention Center, Portland Center for the Performing Arts and MERC Administration. Interim Chair Reynolds asked Jeff Blosser what his prediction for net to operations will be for the fiscal year. Jeff Blosser answered that he suspects OCC will be very close to the adopted budget number if not slightly better. Commissioner Leary asked if given the current operational health if there are any strategic adjustments anticipated for the near future. Kathy Taylor answered that staff is continuously making adjustments but that the biggest factor will be the Transient Lodging Tax revenue. Kathy Taylor added that she feels confident that each of the venue directors can skillfully manage during difficult economic times. Interim Chair Reynolds added that it is clear that staff has done a great job managing costs during a difficult time. He thanked staff and stated his appreciation for all their hard work.</li> </ul> <p><b><u>MERC VENUES- BUSINESS REPORTS</u></b></p>
<b>5.1</b>	<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 reviewed annual revenue, noting that May to May revenue is down due to Food and Beverage reductions. He noted that the remodel of the Kinkos space has begun with anticipated completion by November 1, 2009.</li> </ul>
<b>5.2</b>	<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 noted that staff is in the process of reviewing the five diverse proposals they received in response to the RFP. He anticipates making a recommendation to the Commission at the August 5<sup>th</sup> to select a contractor.</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 noted that the month of May had six new events, but had reduced attendance for the month compared to prior year. He mentioned his excitement that Expo's \$1.2million in debt service obligation has been taken fully fulfilled.</li> </ul>

5.4	<p><b>Portland Center for the Performing Arts Monthly Business Event Report</b></p> <ul style="list-style-type: none"> <li>• Lori Leyba-Kramer 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 noted that the month of May was busy for PCPA. She highlighted the shows that had performed at PCPA during the month, highlighting sellouts and food and beverage revenues. Commissioner Dozono asked if this month marked the first show Oregon Children's Theater in the Winningstad Theater. Lori Kramer stated that they had previous shows in this theater, but that this is their first full season in the theater. She mentioned the Music on Main Street schedule for the summer and invited Commissioners to join for the festivities. She noted that there is a backup generator on order for Keller Auditorium to be installed in August. She mentioned that the complex is working towards earning LEED Certification sometime in the upcoming year. Interim Chair Reynolds asked what the public feedback has been to the recent action taken by MERC to reduce fees for the resident companies. Lori Kramer answered that there has been tremendous positive feedback to this action and noted that the ballet has exceeded their fundraising goal so they will be able to operate for another year, thanks to MERC's support. Commissioner Leary noted that this type of action really highlights the purpose the volunteers on the Commission; sustainable support of the arts and culture of the community. He commended the facility directors and staff, noting it is clear to him that operations are going well, despite the economy as a result of good and efficient management of MERC assets.</li> </ul>
6.0	<p><b><u>CHIEF EXECUTIVE OFFICER COMMUNICATION</u></b></p>
6.1	<p><b>General Updates</b></p> <ul style="list-style-type: none"> <li>• David Woolson acknowledged the change in Commission leadership. He thanked Gary Reynolds for his intellect and his integrity during the budget process and in all Commission business. He noted that Don Trotter had given 7 ½ years to the MERC Commission and commended him for all the time he gave to MERC. He stated that Janice Marquis was a delight to work with and will be greatly missed. To the rest of the Commission, he acknowledged that they are all volunteers who give a tremendous amount of time, and noted that he relies on all of their advice and input as a vital element of running MERC. Interim Chair Reynolds stated that it had been a pleasure to serve on the Commission. Commissioner Leary stated that the outstanding management of the facilities is a direct result of the leadership and applauded David Woolson on his stewardship of the MERC assets. Commissioner McClain thanked Interim Chair Reynolds for his invaluable leadership of the Budget Committee. She added that his departure will be a huge loss to the Commission. Commissioner Dozono thanked Interim Chair Reynolds for guiding her through her first budget process, stating that she appreciated being able to serve on the Budget Committee with him because she learned a great deal from him. Commissioner Leary added that he is greatly disappointed to be losing such an integral part of the MERC Commission.</li> </ul>
7.0	<p><b><u>COMMISSIONER COMMUNICATION</u></b></p>
7.1	<p><b>Resolution 09-11 for the Purpose of Election of MERC Commission Officers for FY 2009-2010</b></p> <ul style="list-style-type: none"> <li>• Acting Chair Reynolds noted that there was no consensus on the slate of officers for the upcoming fiscal year but mentioned that the role of Secretary-Treasurer needed to be filled on an interim basis.</li> <li>• A motion was made by Commissioner Conkling and seconded by Commissioner Leary that Elisa Dozono be elected as interim Secretary-Treasurer effective until June 30, 2009.</li> </ul>

	<p>VOTING:      Aye: 5                   Nay: 0                   Motion passed</p>
	<p><b><u>ADJOURNMENT</u></b> There being no further business to come before the Commission, Acting Chair Reynolds adjourned the meeting at 1:48p.m.</p>



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

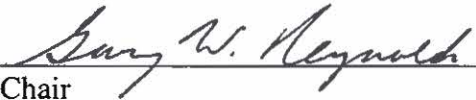
WHEREAS, an evaluation committee comprised of operations staff from the Oregon Convention Center unanimously scored ThyssenKrupp Elevator highest; and

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

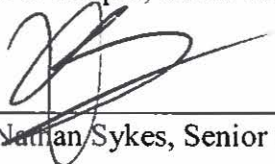
WHEREAS, based on elevator and escalator maintenance expenditures of the Oregon Convention Center in the last three years it is expected that MERC will spend approximately \$175,000 per year for this service,

**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.

  
Chair

Approved as to form:  
Daniel B Cooper, Metro Attorney

By:   
Nathan Sykes, Senior Attorney

  
Secretary-Treasurer

**Metropolitan Exposition Recreation Commission  
Meeting Minutes**



June 30, 2009

Portland Center for the Performing Arts: 5<sup>th</sup> Floor Conference Room

<b>Present:</b>	Gary Reynolds (Chair), Elisa Dozono, Yvonne McClain, Ray Leary; Gary Conkling
	A special meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Reynolds at the Portland Center for Performing Arts at 8:00 a.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>Resolution 09-11 Election of MERC Commission Officers for FY 2009-10</b> Commissioner Conkling requested that the Chair direct the Commission to move to agenda item #4 and go into Executive Session for the purpose of reviewing and evaluating the performance of the MERC CEO/General Manager pursuant to ORS 192.660(2)(1). Dan Cooper, Metro Legal Counsel noted that there were three topics the Commission may need to discuss in Executive Session: 1) reviewing and evaluating the performance of the MERC CEO/General Manager; 2) discussion with Legal Counsel regarding potential litigation; and 3) depending on any action to be taken in the public portion of the meeting, discussion regarding the employment of an interim MERC General Manager.
<b>4.0</b>	Chair Reynolds directed the Commission go into Executive Session for the purpose of reviewing and evaluating the performance of the MERC CEO/General Manager, pursuant to ORS 192.660(2)(i); and for consulting Legal Counsel concerning legal rights and duties regarding potential litigation or litigation likely to be filed, pursuant to ORS 192.660(2)(h) <ul style="list-style-type: none"> <li>• Chair Reynolds directed Eric Mortenson, a reporter with <i>The Oregonian</i>, not to report on any of the deliberations during the Executive Session.</li> <li>• The Executive Session concluded at 10:50 am.</li> </ul>
<b>5.0</b>	<b><u>COMMISSIONER COMMUNICATION</u></b> <ul style="list-style-type: none"> <li>• None</li> </ul>
	<b><u>ADJOURNMENT</u></b> There being no further business to come before the Commission, Chair Reynolds adjourned the meeting at 10:53 a.m.

**Metropolitan Exposition Recreation Commission  
Special Meeting Minutes**



July 2, 2009

Portland Center for the Performing Arts: 5<sup>th</sup> Floor Conference Room

<b>Present:</b>	Elisa Dozono (Acting Chair), Yvonne McClain (via telephone), Ray Leary (via telephone); and Gary Conkling
	A special meeting of the Metropolitan Exposition Recreation Commission was called to order by Acting Chair Dozono at the Portland Center for Performing Arts at 4:53 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>Acting Chair Dozono called the MERC Commission into Executive Session for the purpose of reviewing and evaluating the performance of the MERC CEO/General Manager pursuant to ORS 192.660.(2)(i); and, for the purpose of consulting with legal counsel concerning legal rights and duties with regard to potential litigation likely to be filed, pursuant to ORS 192.660(2)(h) .</b> The Executive Session concluded at 6:15 pm.
<b>4.0</b>	<b>Resolution 09-12 for the Purpose of Approving the Employment Separation Agreement and Mutual Release of All Claims Between MERC and David Woolson.</b> A motion was made by Commissioner Conkling and seconded by Commissioner Leary to approve Resolution 09-12 as presented. VOTING:       Aye: 4 Nay: 0 Motion Passed Commissioner Conkling noted the need to appoint an interim CEO/General Manager and he felt action was appropriate to take during the public portion of the Commission meeting. Dan Cooper, Metro Legal Counsel stated that a motion and vote would be appropriate to appoint an interim. Commissioner Conkling moved that the MERC Chair be authorized to negotiate and enter into an employment agreement for the interim MERC General Manager position with Cheryl Twete. Commissioner Ray Leary seconded the motion. No discussion. VOTING:       Aye: 4 Nay: 0 Motion Passed Acting Chair Dozono explained that Cheryl Twete has a long standing, approved vacation scheduled for next week, and as such, Acting Chair Dozono moved that the Commission appoint Jeff Blosser to serve as acting interim MERC General Manager in Cheryl Twete’s absence. Commissioner Conkling seconded the motion. No discussion. VOTING:       Aye: 4 Nay: 0 Motion Passed
<b>5.0</b>	<b>Resolution 09-11 for the Purpose of Electing Commission Officers</b> Commissioner McClain moved approval of Resolution 09-11 with the following slate of officers: Gary Conkling, Chair; Ray Leary, Vice Chair; and Elisa Dozono as Secretary Treasurer. There was discussion as to whether the proposed slate of officers should be interim until new Commissioners were confirmed. Commissioner Dozono moved to amend the motion and revise Resolution 09-11 to include

	<p>the term "Interim" Officers as follows: Gary Conkling, Chair; Ray Leary, Vice Chair; and Elisa Dozono as Secretary Treasurer. Commissioner Leary seconded the amended motion. No further discussion.</p> <p>VOTING: Aye: 4 Nay: 0 Motion Passed</p>
	<p>It was suggested that MERC Commission Retreat be held in late summer once the three new Commissioners were confirmed.</p>
	<p><b><u>ADJOURNMENT</u></b> There being no further business to come before the Commission, Acting Chair Dozono adjourned the meeting at 7:15 p.m.</p>

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**Resolution No. 09-11**

**For the Purpose of Electing Interim Commission Officers.**

WHEREAS, at the July 2, 2009 special meeting of the Metropolitan Exposition-Recreation Commission, the following Commissioners were nominated and elected as the interim Metropolitan Exposition-Recreation Commission officers:


**Chair:** Gary Conkling  
**Vice Chair:** Ray Leary  
**Secretary-Treasurer:** Elisa Dozono

**BE IT THEREFORE RESOLVED** that those Commissioners of the Metropolitan Exposition-Recreation Commission are hereby confirmed as interim officers.

Passed by the Commission on July 2, 2009.

  
Chair

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

  
Nathan A. Schwartz Sykes, Senior Attorney

  
Secretary-Treasurer

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 09-12**

**For the Purpose of Approving the Employment Separation Agreement and Mutual Release of All Claims between MERC and David Woolson.**

WHEREAS, the MERC and David Woolson entered into the David Woolson At-Will Employment Agreement on March 28, 2007 as amended on September 24, 2008; and

WHEREAS, Woolson and MERC have agreed upon an Employment Separation Agreement and Mutual Release of All Claims; and

WHEREAS, it is in MERC and David Woolson's best interest to terminate the employment relationship between the parties.

**BE IT THEREFORE RESOLVED AS FOLLOWS:**

1. That the Metropolitan Exposition Recreation Commission hereby approves the Employment Separation Agreement and Mutual Release of All Claims between MERC and David Woolson in a form substantially similar to Exhibit A attached hereto terminating David Woolson's employment as General Manager with MERC, effective July 2, 2009 and delegates to the Chair of the Commission the authority to execute the Employment Separation and Mutual Release of All Claims.

Passed by the Commission on July 2, 2009.

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

By:   
Nathan A. Schwartz Sykes, Senior Attorney

  
Chair

  
Secretary-Treasurer

**MERC Commission Meeting**

**Business and Financial Review**

**Expo Center Event Analysis**

**June 2009**

	Consumer	Trade	Misc.	Conv.	# of Events	Event Days	I/O Days	Use %	Attendance	Rental	Equipment	Concessions	Catering	Utilities	Parking	Total
Centennial High School Graduation					1	1	2		2,518	4,100					5,508	9,608
Rose City Gun and Knife Show	1				1	3	2		4,105	14,975	654	8,573	75	950	19,713	44,940
Pacific Power Defensive Driving Class			1		1	2	1		29	1,935	60		512			2,507
Rose City Rollers		1			1	1	1		2,414	3,475	2,100	14,789	685	498	5,316	26,863
N. American National Model Horse Show			1		1	3	1		390	8,400	40	2,437	933	640	1,593	14,043
	<b>2</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>10</b>	<b>7</b>	<b>11%</b>	<b>9,456</b>	<b>32,885</b>	<b>2,854</b>	<b>25,799</b>	<b>2,205</b>	<b>2,088</b>	<b>32,130</b>	<b>97,961</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
May	5	1	3		9	16	14	22%	9,350	64,045	2,288	20,457	60,607	6,176	42,453	196,026
<b>June</b>	<b>2</b>	<b>1</b>	<b>2</b>		<b>5</b>	<b>10</b>	<b>7</b>	<b>11%</b>	<b>9,456</b>	<b>32,885</b>	<b>2,854</b>	<b>25,799</b>	<b>2,205</b>	<b>2,088</b>	<b>32,130</b>	<b>97,961</b>
Total to Date	64	7	32	0	106	213	162	44%	453,908	1,651,734	44,543	1,678,544	308,229	223,535	1,535,258	5,441,843

**Month to Month Comparison**

	<b>-1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>2%</b>	<b>-43</b>	<b>2,855</b>	<b>492</b>	<b>-4,731</b>	<b>-6,482</b>	<b>-1,116</b>	<b>198</b>	<b>-8,784</b>
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**Year to Date Comparison**

	<b>-4</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>-14</b>	<b>-37</b>	<b>-3%</b>	<b>-56,093</b>	<b>-20,078</b>	<b>-26,915</b>	<b>-223,370</b>	<b>-40,371</b>	<b>-17,291</b>	<b>-123,695</b>	<b>-451,720</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
May	2	1	4		7	15	15	19%	15,968	62,194	3,675	26,556	79,436	7,088	44,398	223,347
<b>June</b>	<b>3</b>		<b>1</b>		<b>4</b>	<b>7</b>	<b>6</b>	<b>9%</b>	<b>9,499</b>	<b>30,030</b>	<b>2,362</b>	<b>30,530</b>	<b>8,687</b>	<b>3,204</b>	<b>31,932</b>	<b>106,745</b>
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

JUNE 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	5/31 TO 6/7	Oregon Ballet Theatre	Rush and Robbins	6	4	6,756	6,218	52%	\$294,136	\$4,490	\$24,973	\$10,882	\$0	\$14,696	\$55,041
	6/4	PCPA	Volunteer Apprec. Dinner	1	1	342	0		\$0	\$0	\$0	\$0	\$0	\$5,970	\$5,970
	6/12	Oregon Ballet Theatre	Dance United	5	1	2,643	2,750	99%	\$330,200	\$0		\$4,813	\$0	\$6,674	\$11,487
	6/22 to 28	Broadway Across America	Rent	1	8	16,932	16,906	71%	\$753,982	\$25,720	\$31,140	\$54,945	\$8,909	\$34,686	\$155,400
ASCH	5/27 to 6/1	Oregon Symphony	Pink Martini	4	3	7,825	7,994	84%	\$509,754	\$26,710	\$19,438	\$13,990	\$2,301	\$12,556	\$74,995
	6/4	OHSU	Graduations	0	3	2,529	0		\$0	\$4,560	\$6,087	\$0	\$0	\$18,982	\$29,629
	6/6	Oregon Public Broadcasting	Terry Gross	0	1	1,409	1,729	66%	\$56,755	\$3,340	\$3,164	\$3,369	\$0	\$1,218	\$11,091
	6/7	Metro Youth Symphony	It Came From Outer Space	0	1	1,380	989	36%	\$14,370	\$1,420	\$4,664	\$3,250	\$60	\$920	\$10,314
	6/10	Gladstone High School	Graduations	0	1	1,627	0		\$0	\$3,115	\$4,412	\$0	\$0	\$0	\$7,527
	6/13	Portland Gay Men's Chorus	Concert	0	1	1,091	1,083	39%	\$31,580	\$2,545	\$6,222	\$1,895	\$0	\$2,075	\$12,737
	6/23	True West	David Byrne	0	1	2,728							\$582	\$7,053	\$7,635
	6/26	Live Nation	Brian Regan	0	1	2,182								\$4,168	\$4,168
	6/27	University of Oregon	Bach Festival	0	1	1,186							\$127	\$1,241	\$1,368
	6/28	Icon Entertainment	Gabriel Iglesias	0	1	1,261	1,291		\$40,344	\$3,045	\$3,449	\$2,283	\$155	\$2,943	\$11,875
NEWMARK	6/3	Clackamas Charter Schools	Graduation	0	1	514	0		\$0	\$1,135	\$1,763	\$0	\$0	\$1,588	\$4,486
	6/4 to 6	Bouand Dance/3 Leg Torso	Bouand Dance/3 Leg Torso	0	2	485							\$59	\$1,148	\$1,207
	6/7	Multnomah Athletic Club	Dance Recital	0	1	865				\$1,395			\$175	\$93	\$1,663
	6/13	Billings Dance Center	Dance Recital	0	2	838								\$383	\$383
	6/17 to 20	Westside Dance Academy	Dance Recitals	6	4	2,040								\$2,896	\$2,896
WINNINGSTAD	6/1 to 7	Portland State Univ. Theatre	Imaginary Invalid	14	8	407	555	11%	\$2,626	\$10,380		\$971	\$0	see artbar	\$11,351
	6/9	Portland Theatre Brigade	Year End Performance	0	1	99								see artbarista	\$0
	6/13	Portland Taiko	Coming Home	0	2	575								\$383	\$383
	6/15	Jane A. Theatre Company	Musical Theatre Awards	0	1	136								see artbar	\$0
	6/26 to 27	Water in the Desert	Water in the Desert	0	2	347								see artbar	\$0
BRUNISH HALL	4/30 to 6/8	Re-Theatre	Much Ado About Nothing	23	18	599								see artbar	\$0
	6/9	Hand to Mouth Theatre	Repeat After Me	0	1	99								see artbar	\$0
A. HATFIELD HALL	6/3	PCPA Volunteer Showcase	Twality Middle School Band	0	1	79	0		\$0	\$0	\$0	\$0	\$0	\$87	\$87
MISCELLANEOUS	6/5	OHSU	Retreat	0	1	24	0		\$0	\$0	\$0	\$0	\$0	\$228	\$228
PCPA Catering	June	Food and Beverage												\$170	\$170
Artbarista	June	Coffee Bar												\$510	\$510
Keller Café	June	Food and Beverage												\$7,688	\$7,688
ArtBar	June	Food and Beverage												\$11,949	\$11,949
		<b>TOTALS</b>		<b>60</b>	<b>73</b>	<b>56,998</b>	<b>39,515</b>	<b>57%</b>	<b>\$2,033,747</b>	<b>\$87,855</b>	<b>\$105,312</b>	<b>\$96,398</b>	<b>\$3,459</b>	<b>\$140,305</b>	<b>\$442,238</b>

## PCPA MONTHLY ANALYSIS

JUNE 2008

VENUE NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	6/2 to 8	Oregon Ballet Theatre	Russian Program	4	4	4,395	6,299	53%	\$279,951	\$4,360	\$25,188	\$10,901	\$0	\$13,293	\$53,742
	6/5	PCPA	Volunteer Apprec. Dinner	0	1	402	0		\$0	\$0	\$0	\$0	\$0	\$4,780	\$4,780
	6/23 to 29	Live Nation	Avenue Q	1	8	17,878	19,040	80%	\$774,056	\$25,351	\$30,493	\$57,120	\$5,270	\$30,456	\$148,690
ASCH	6/3	OHSU	Graduations	0	3	2,639	0		\$0	\$5,170	\$6,274	\$0	\$0	\$15,700	\$27,144
	6/4	World Affairs Council	Sergei Khrushchev	0	1	1,186	1,443	52%	\$45,624	\$3,245	\$2,885	\$2,674	\$95	\$538	\$9,437
	6/6	Global Arts Concerts	Return to Forever/C. Corea	0	1	2,108	2,119	76%	\$139,017	\$8,500	\$13,354	\$7,868	\$1,873	\$6,908	\$38,503
	6/7	Oregon Symphony	Lily Tomlin	0	1	2,100	2,327	84%	\$158,247	\$7,463	\$4,469	\$8,980	\$0	\$2,222	\$23,134
	6/8	Metro Youth Symphony	From Hungary With Love	0	1	1,086	689	25%	\$11,773	\$1,380	\$3,799	\$1,068	\$0	\$427	\$6,674
	6/9	Gladstone High School	Graduation	0	1	1,859	0		\$0	\$3,025	\$3,907	\$0	\$0	\$0	\$6,932
	6/19 to 21	Glass Art Society	Annual Conference	0	1	1,341	0		\$0	\$6,115	\$4,289	\$0	\$0	\$821	\$11,225
6/27	Univ. of Oregon	Oregon Bach Festival	0	1	2,146	1,703	57%	\$63,715	\$3,245	\$5,402	\$4,215	\$0	\$901	\$13,763	
NEWMARK	6/1	Portland Youth Phil.	Postlude Concert	0	1	477	506	58%	\$4,836	\$160	\$1,982	\$506	\$0	see ArtBar	\$2,648
	6/5	Oregon Public Broad.	Art Wolfe	0	1	513	0		\$0	\$1,355	\$1,604	\$0	\$322	see ArtBar	\$3,281
	6/7	JBA Productions	Shadow Heart Film Premiere	0	1	384	0		\$0	\$1,600	\$1,933	\$0	\$0	\$1,208	\$4,741
	6/8	Multnomah Ath. Club	Dance Recital	0	1	635	0		\$0	\$1,540	\$2,340	\$0	\$96	see ArtBar	\$3,976
	6/11 to 14	Billings Dance Center	Billings Recitals	6	2	898	950	57%	\$18,684	\$5,650	\$6,373	\$1,425	\$0	see ArtBar	\$13,448
	6/15 to 21	Westside Dance Acad.	Dance Recitals	4	3	2,613	2,414	69%	\$45,866	\$8,505	\$12,198	\$3,902	\$334	\$2,500	\$27,439
	6/24	Kaiser Permanente	Saward Lecture	0	1	753	0		\$0	\$1,355	\$3,145	\$0	\$166	\$1,735	\$6,401
6/28	A Good Smack Prod.	Whose Line is it Anyway?	0	1	862	872	100%	\$33,954	\$1,235	\$1,877	\$1,922	\$0	\$401	\$5,435	
WINNINGSTAD	6/1	Rasika	Natyanjali	0	1	215	186	64%	\$2,265	\$630	\$638	\$326	\$0	\$0	\$1,594
	6/7	Travel Oregon	Fam Event	0	1	46	0		\$0	\$0	\$2,720	\$0	\$0	\$3,637	\$6,357
	6/14	PDX Jazz Festival	Esperanza Spalding	0	1	251	252	86%	\$6,060	\$630	\$1,087	\$454	\$192	\$791	\$3,154
	6/23	Corey Brunish	PDX Music/Theatre Awards	0	1	153	0		\$0	\$450	\$818	\$0	\$0	\$0	\$1,268
BRUNISH HALL	6/6	PAID Inc.	VIP Reception	0	1	42	0		\$0	\$0	\$262	\$0	\$0	\$1,600	\$1,862
	6/7	Fedex	Reception	0	1	37	0		\$0	\$0	\$262	\$0	\$0	\$2,594	\$2,856
A. HATFIELD HALL	6/5	PCPA	1st Thurs. Reception	0	1	29	0		\$0	\$0	\$0	\$0	\$0	\$399	\$399
	6/17	Big Brothers/Sisters	Volunteer Event	0	1	250	0		\$0	\$600	\$0	\$0	\$0	\$2,847	\$3,447
MISCELLANEOUS	6/12	Limbo Films	Photo Shoot	0	1	5	0		\$0	\$400	\$0	\$0	\$0	\$0	\$400
	6/5	Gerding/Edlen Dev.	Preshow Reception	0	1	15	0		\$0	\$0	\$0	\$0	\$0	\$517	\$517
	June	MERC	Meetings	0	4	0	0		\$0	\$0	\$0	\$0	\$0	\$756	\$756
KELLER CAFÉ ARTBAR	June													\$10,869	\$10,869
	June													\$9,200	\$9,200
		<b>TOTALS</b>		<b>15</b>	<b>48</b>	<b>45,318</b>	<b>38,800</b>	<b>66%</b>	<b>\$1,584,048</b>	<b>\$91,964</b>	<b>\$137,299</b>	<b>\$101,361</b>	<b>\$8,348</b>	<b>\$115,100</b>	<b>\$454,072</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	16	28,178	11	14,066	18	9,307	6	1,201	0	0	4	426	55	53,178
Total to Date	188	377,469	181	285,901	201	103,874	199	41,927	28	2,241	30	6,225	827	815,396

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	15	26,678	14	20,810	18	7,260	14	1,627	5	243	1	79	67	56,697
Total to Date	204	410,574	198	332,455	228	122,963	293	53,171	75	3,017	63	8,661	986	927,824

Other includes Main Street

<b>Total to Date Change</b>														
Events	16	33,105	17	46,554	27	19,089	94	11,244	47	776	33	2,436	159	112,428
Percentage	9%	9%	9%	16%	13%	18%	47%	27%	168%	35%	110%	39%	19%	13.8%

OCC MONTHLY EVENT ANALYSIS REVENUE REPORT - JUNE 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 Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Keybank Grand Floral Parade Chalet Row 2009	06/06/09	219	Repeat	Community Event	Food & Beverage Catering	Local	0	1		\$0	\$2,673	\$0	\$256	\$130	\$0	\$79	\$0	\$0	\$0	\$165	\$975	\$0	\$4,278
OCC JUN 2009 MISC NON-EVENT ACTIVITIES/BILLINGS	06/01/09	0	Accounting/Non-Event	Accounting/Non-event	Accounting/Non-Event		0	30		\$0	\$1,055	\$365	\$36,522	\$0	\$0	\$0	\$0	\$0	\$0	\$3,758	\$0	\$0	\$41,700
Hoffman Corporation Quarterly Meeting	06/02/09	0	Repeat	Meeting/Seminar	Corporate		1,875	1		\$0	\$662	\$0	\$0	\$0	\$255	\$0	\$0	\$0	\$0	\$0	\$545	\$0	\$1,462
Oregon Chapter of the American Planning Association: 2009 Spring Conference	06/04/09	214	New	Annual Convention/Conference	Meeting	State	36,536	2	TRUE	\$0	\$20,081	\$383	\$0	\$210	\$2,771	\$260	\$0	\$0	\$0	\$0	\$2,470	\$100	\$26,274
Kaiser Permanente - National Quality Conference	06/05/09	550	New	Annual Convention/Conference	Convention w/ Tradeshow		145,635	6	TRUE	\$0	\$184,742	\$1,096	\$0	\$610	\$62,920	\$968	\$13,577	\$0	\$0	\$575	\$14,955	\$16,968	\$296,411
Oregon Law Institute Seminar - 2009 Annual Employment Law Update	06/05/09	180	Repeat	Meeting/Seminar	Meeting		6,300	1		\$0	\$1,868	\$0	\$72	\$30	\$281	\$79	\$0	\$0	\$0	\$0	\$1,000	\$0	\$3,330
Oregon Hookup LLC	06/08/09	165	New	Trade Show	Tradeshow	Local	101,382	3		\$0	\$0	\$771	\$0	\$0	\$431	\$1,399	\$0	\$0	\$17	\$275	\$6,000	\$2,061	\$10,953
OSCPA: Codification: Research Real-Life Accounting Issues - NEW! (morning) and Cash Flow Statements: Prep & Presentation Options - NEW! (afternoon)	06/10/09	64	Repeat	Meeting/Seminar	Meeting	State	1,520	1		\$0	\$659	\$0	\$162	\$0	\$400	\$79	\$0	\$0	\$0	\$25	\$350	\$0	\$1,675
Powering the NW - Growing a Wind Economy: Moving Beyond Installation	06/10/09	220	Repeat	Meeting/Seminar	Meeting	Local	12,600	1		\$0	\$9,457	\$0	\$32	\$485	\$3,233	\$632	-\$119	\$0	\$0	\$180	\$3,200	\$119	\$17,219
Oregon Christian Home Education Conference	06/12/09	1,450	New	Consumer/Public Show	Tradeshow		213,791	2		\$0	\$2,391	\$8,436	\$0	\$0	\$452	\$2,944	\$0	\$0	\$0	\$650	\$12,900	\$507	\$28,279
Oregon Law Institute Seminar - Intellectual Property: Licensing and Recent Developments	06/12/09	119	Repeat	Meeting/Seminar	Meeting	Local	3,204	1		\$0	\$790	\$0	\$72	\$0	\$173	\$79	\$0	\$0	\$0	\$0	\$925	\$0	\$2,039
Center for Ethics in Health Care "2009 Annual Statewide Palliative Care Conference"	06/12/09	390	New	Annual Convention/Conference	Meeting	Local	21,457	1		\$0	\$18,079	\$0	\$0	\$672	\$7,528	\$0	\$99	\$0	\$0	\$0	\$2,420	\$330	\$29,128
Marylhurst University Commencement 2009	06/13/09	2,300	New	Graduation	Meeting	Local	39,104	1		\$0	\$65	\$1,484	\$0	\$0	\$1,375	\$158	\$0	\$0	\$0	\$295	\$7,785	\$428	\$11,590
World Wide Group LLC	06/13/09	480	Repeat	Meeting/Seminar	Meeting	Regional	6,300	1		\$0	\$130	\$0	\$0	\$0	\$390	\$79	\$0	\$0	\$0	\$0	\$1,600	\$55	\$2,254
Local 290 Plumbers and Steamfitters Graduation Banquet	06/13/09	252	Repeat	Dinner	Food & Beverage Catering	Local	6,300	1		\$0	\$22,754	\$606	\$0	\$225	\$160	\$0	\$0	\$0	\$0	\$0	\$0	\$625	\$24,370
Millie Lewis AMTC Direct Portland	06/13/09	40	Repeat	Meeting/Seminar	Meeting	Local	1,386	1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405	\$0	\$405
Millie Lewis AMTC Direct Portland	06/14/09	20	Repeat	Meeting/Seminar	Meeting	Local	1,228	1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405	\$0	\$405
Western Winter Sports Reps Association 2009	06/16/09	350	Repeat	Retail	Convention w/ Tradeshow	Local	150,621	4		\$0	\$249	\$1,332	\$0	\$1,223	\$0	\$2,535	\$0	\$0	\$0	\$275	\$7,776	\$336	\$13,725



OCC MONTHLY EVENT ANALYSIS REVENUE REPORT - JUNE 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 Clin	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Northwest Workplace Violence Conference	06/15/09	110	New	Meeting/Seminar	Meeting		8,000	2		\$0	\$2,107	\$0	\$0	\$105	\$1,188	\$0	\$0	\$0	\$0	\$0	\$2,100	\$45	\$5,545
Metro - Recycle at Work	06/16/09	30	New	Meeting/Seminar	Meeting		1,010	1		\$0	\$124	\$0	\$0	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$130	\$0	\$454
NW District of the Lutheran Church - Missouri Synod	06/18/09	600	New	Exhibits	Convention w/ Tradeshow	State	147,223	3	TRUE	\$0	\$8,700	\$1,815	\$0	\$0	\$24,495	\$2,892	\$0	\$0	\$0	\$275	\$25,901	\$11,210	\$75,288
Open Source Bridge Conference 2009	06/17/09	400	New	Annual Convention/Conference	Meeting	National	161,901	3	TRUE	\$0	\$9,655	\$259	\$0	\$450	\$0	\$2,842	\$2,720	\$0	\$0	\$0	\$16,395	\$0	\$32,322
Flag World Tour - Church of Scientology	06/19/09	120	New	Reception	Food & Beverage Catering	Local	13,098	2		\$0	\$1,687	\$0	\$0	\$245	\$325	\$645	\$0	\$0	\$0	\$0	\$1,598	\$0	\$4,500
Oregon State Bar - The Crossroads of Estate Planning and Dissolution Law	06/19/09	130	Repeat	Meeting/Seminar	Meeting	Local	7,677	1		\$0	\$2,978	\$0	\$80	\$0	\$191	\$0	\$0	\$0	\$0	\$62	\$1,600	\$0	\$4,911
Western States Chiropractic College Commencement	06/20/09	650	Repeat	Graduation	Meeting	Local	16,705	1		\$0	\$5,819	\$0	\$306	\$0	\$445	\$79	\$0	\$0	\$0	\$165	\$2,400	\$220	\$9,434
OSCPA: Financial, Estate and Tax Planning for Individuals over 55	06/22/09	25	Repeat	Meeting/Seminar	Meeting	State	2,369	1		\$0	\$1,378	\$0	\$96	\$30	\$102	\$0	\$0	\$0	\$0	\$25	\$320	\$0	\$1,951
Small Business Speed Coaching	06/22/09	310	New	Sales	Meeting	Local	45,036	2		\$0	\$15,718	\$0	\$0	\$0	\$1,295	\$23	\$0	\$0	\$0	\$150	\$3,500	\$100	\$20,786
Lutheran Women's Missionary League Convention	06/25/09	3,600	New	Annual Convention/Conference	Convention	International	1,762,214	4	TRUE	\$0	\$150,504	\$39,971	\$0	\$800	\$562	\$10,028	\$2,175	\$277	\$0	\$1,800	\$55,200	\$2,954	\$264,271
OSCPA: Family and Succession Planning for the Business Owner - NEW!	06/23/09	10	Repeat	Meeting/Seminar	Meeting	State	1,772	1		\$0	\$853	\$0	\$48	\$0	\$102	\$0	\$0	\$0	\$0	\$25	\$185	\$0	\$1,213
Travel Portland Annual Awards Program 2009	06/24/09	435	Repeat	Breakfast	Food & Beverage Catering	Local	34,200	1		\$0	\$9,402	\$0	\$0	\$25	\$780	\$1,329	\$0	\$0	\$0	\$165	\$0	\$0	\$11,701
OSCPA: Internal Controls Design, Evaluation and Communications for Smaller Entities - NEW!	06/24/09	45	Repeat	Meeting/Seminar	Meeting	State	2,369	1		\$0	\$2,026	\$0	\$168	\$30	\$0	\$0	\$0	\$0	\$0	\$25	\$320	\$0	\$2,569
2009 Best of Oregon Food and Wine Festival	06/27/09	0	New	Trade Show	Tradeshow		60,000	1		\$0	\$2,590	\$0	\$0	\$0	\$153	\$316	\$0	\$0	\$70	\$784	\$3,000	\$835	\$7,748
National College of Natural Medicine Graduation	06/29/09	1,100	New	Graduation	Meeting	Local	21,138	1		\$0	\$5,195	\$0	\$56	\$0	\$1,035	\$0	\$0	\$0	\$0	\$165	\$4,800	\$302	\$11,553
		14,578					3,033,951	84		\$0	\$484,391	\$56,516	\$37,870	\$5,270	\$111,240	\$27,445	\$18,452	\$277	\$87	\$9,839	\$181,160	\$37,194	\$969,742



OCC EVENT ANALYSIS MONTHLY REVENUE REPORT - JUNE 2008  
HISTORICAL COMPARISON FOR 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 Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OCC JUN 2008 MISC NON-EVENT ACTIVITIES/BILLINGS	06/01/08	1	Accounting /Non-Event	Accounting/ Non-event	Accounting/ Non-Event		0	30		\$0	\$168	\$0	\$2,919	\$0	\$0	\$0	\$100	\$0	\$0	\$1,521	\$0	\$0	\$4,708
KeyBank Grand Floral Parade Chalet Row 2008	06/07/08	301	Repeat	Community Event	Food & Beverage/Catering	Local	0	1		\$0	\$5,607	\$0	\$0	\$0	\$0	\$86	\$0	\$0	\$0	\$165	\$2,824	\$0	\$8,682
Centennial High School Graduation Ceremony	06/04/08	3,200	New	Graduation	Meeting	Local	186,695	1		\$0	\$0	\$0	\$0	\$1,400	\$3,339	\$0	\$0	\$35	\$0	\$550	\$6,350	\$580	\$12,254
Hoffman Corporation- Quarterly Meeting	06/03/08	110	Repeat	Meeting/Seminar	Meeting	Local	1,875	1		\$0	\$601	\$0	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$375	\$0	\$1,226
OSCPA: The New Standards Related to Risk Assessment, SASs Nos. 104-111 - NEW!	06/04/08	30	Repeat	Meeting/Seminar	Meeting	State	2,441	1		\$0	\$1,328	\$0	\$128	\$0	\$336	\$0	\$0	\$0	\$0	\$25	\$420	\$0	\$2,237
Aligning Forces for Quality Relaunch	06/04/08	30	New	Meeting/Seminar	Meeting	State	2,316	2		\$0	\$607	\$0	\$0	\$0	\$1,444	\$0	\$550	\$0	\$0	\$150	\$430	\$315	\$3,496
Clackamas Middle College and Clackamas Web Academy Graduation	06/05/08	750	New	Graduation	Meeting	Local	13,100	1		\$0	\$4,820	\$0	\$136	\$0	\$1,505	\$0	\$0	\$0	\$0	\$165	\$3,400	\$225	\$10,051
Sandy High School Graduation Ceremony	06/05/08	3,000	New	Graduation	Meeting	Local	129,710	1		\$0	\$0	\$0	\$0	\$1,400	\$3,549	\$0	\$0	\$35	\$0	\$550	\$6,350	\$580	\$12,464
OSCPA: The Governmental Sector - Detecting and Preventing Fraud	06/05/08	18	Repeat	Meeting/Seminar	Meeting	State	2,441	1		\$0	\$1,088	\$0	\$112	\$0	\$330	\$0	\$0	\$0	\$0	\$0	\$420	\$0	\$1,950
Fred Pryor Seminars & CareerTrack	06/05/08	45	New	Meeting/Seminar	Meeting	Local	1,875	1		\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$545	\$0	\$615
Fred Pryor Seminars & CareerTrack	06/06/08	35	New	Meeting/Seminar	Meeting	Local	1,158	1		\$0	\$65	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$5	\$330	\$0	\$430
Portland Plan "The Summit Meeting"	06/06/08	385	New	Meeting/Seminar	Meeting	Local	24,699	1		\$0	\$12,243	\$0	\$0	\$0	\$6,344	\$86	\$298	\$0	\$0	\$0	\$3,555	\$1,483	\$24,009
Oregon Law Institute Seminar - 2008 Annual Employment Law Update	06/06/08	115	Repeat	Meeting/Seminar	Meeting	State	4,000	1		\$0	\$1,546	\$0	\$48	\$0	\$183	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$2,777
Travel Portland	06/06/08	64	Repeat	Lunch	Food & Beverage/Catering	Local	6,300	1	TRUE	\$0	\$1,209	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,209
Local 290 Plumbers and Steamfitters Graduation Banquet	06/07/08	132	Repeat	Dinner	Food & Beverage/Catering	Local	12,900	1		\$0	\$10,322	\$0	\$0	\$75	\$155	\$24	\$0	\$0	\$0	\$0	\$0	\$425	\$11,001
Knowledge Learning Corporation Team Meeting	06/10/08	690	Repeat	Meeting/Seminar	Meeting	Local	12,600	1		\$0	\$346	\$0	\$0	\$250	\$1,730	\$378	\$0	\$0	\$0	\$165	\$3,200	\$275	\$6,344
Associated General Contractors Strategic Planning Meeting	06/11/08	42	Repeat	Meeting/Seminar	Meeting	Local	3,204	1		\$0	\$1,968	\$0	\$203	\$0	\$505	\$258	\$395	\$0	\$0	\$0	\$0	\$0	\$3,329
Remax Equity Group - Quarterly Meeting	06/11/08	300	Repeat	Lunch	Meeting	Local	12,700	1		\$0	\$8,738	\$0	\$0	\$195	\$592	\$86	\$0	\$0	\$0	\$0	\$2,000	\$0	\$11,611



OCC EVENT ANALYSIS MONTHLY REVENUE REPORT - JUNE 2008  
HISTORICAL COMPARISON FOR 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 Clin	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
The PPI Group Technology Day 2008	06/11/08	34	Repeat	Meeting/Seminar	Meeting	Local	12,170	2		\$0	\$3,692	\$0	\$0	\$0	\$460	\$0	\$0	\$0	\$0	\$0	\$3,220	\$0	\$7,372
Cystic Fibrosis Foundation - Eleventh Annual Chef's Dinner Extraordinaire	06/12/08	175	Repeat	Auction	Food & Beverage/Catering	Local	13,100	1		\$0	\$9,128	\$0	\$48	\$0	\$3,467	\$0	\$0	\$0	\$0	\$0	\$719	\$2,045	\$15,407
Center for Ethics in Health Care "2008 Annual Statewide Palliative Care Conference"	06/13/08	420	New	Annual Convention/Conference	Meeting	Local	19,999	1		\$0	\$18,237	\$0	\$0	\$732	\$6,215	\$86	\$149	\$0	\$0	\$0	\$2,000	\$180	\$27,599
American Society for Enology and Viticulture - 59th Annual Meeting	06/18/08	1,400	New	Annual Convention/Conference	Convention w/ Tradeshow	National	562,289	2	TRUE	\$0	\$51,959	\$0	\$0	\$50	\$21,020	\$13,553	\$3,486	\$2,880	\$0	\$850	\$22,750	\$11,883	\$128,430
Assistance League of Portland: Children's Dental Center Workshop	06/13/08	37	New	Lunch	Meeting	Local	3,204	1		\$0	\$2,401	\$0	\$0	\$0	\$248	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,649
Fred Pryor Seminars & CareerTrack	06/13/08	95	New	Meeting/Seminar	Meeting	Local	1,874	1		\$0	\$65	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$5	\$545	\$0	\$645
OSCPA: Compilation and Review Engagement Essentials	06/13/08	28	Repeat	Meeting/Seminar	Meeting	State	2,441	1		\$0	\$1,269	\$0	\$128	\$0	\$546	\$0	\$0	\$0	\$0	\$35	\$420	\$0	\$2,398
Workforce Investment Board Meeting	06/16/08	200	New	Meeting/Seminar	Meeting	Local	4,105	1		\$0	\$2,430	\$0	\$0	\$0	\$262	\$0	\$0	\$0	\$0	\$0	\$1,195	\$0	\$3,887
OSCPA: Tech Tools for Preventing and Detecting Fraud - NEW!	06/16/08	31	Repeat	Meeting/Seminar	Meeting	State	2,441	1		\$0	\$1,454	\$0	\$168	\$0	\$216	\$0	\$0	\$0	\$0	\$0	\$420	\$0	\$2,258
OSCPA: Excel - Beyond the Basics	06/17/08	30	Repeat	Meeting/Seminar	Meeting	State	3,110	1		\$0	\$1,473	\$0	\$144	\$0	\$185	\$0	\$0	\$0	\$0	\$25	\$630	\$0	\$2,457
Commercial Shoot	06/17/08	30	New	Film/Photo shoot	Miscellaneous/Other	Local	30,000	1		\$0	\$250	\$0	\$144	\$0	\$0	\$504	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,898
High Performers International - Chris Widener	06/17/08	252	Repeat	Lecture/Speaker Series	Meeting	Local	4,700	1		\$0	\$2,064	\$0	\$0	\$0	\$425	\$0	\$0	\$0	\$0	\$0	\$1,200	\$145	\$3,834
CEIC Quarterly	06/18/08	60	New	Reception	Food & Beverage/Catering	Local	1,875	1		\$0	\$1,050	\$0	\$0	\$0	\$96	\$0	\$0	\$0	\$0	\$150	\$0	\$100	\$1,396
OSCPA: Internal Controls for Small Business Accounting Systems	06/18/08	25	Repeat	Meeting/Seminar	Meeting	State	3,110	1		\$0	\$1,237	\$0	\$128	\$0	\$60	\$0	\$0	\$0	\$0	\$25	\$630	\$0	\$2,080
Oregon Christian Home Education Conference	06/20/08	1,630	New	Consumer/Public Show	Tradeshow	Local	213,201	2		\$0	\$2,662	\$0	\$0	\$0	\$480	\$2,806	\$0	\$0	\$0	\$575	\$12,965	\$507	\$19,995
Metro Negotiation Training	06/20/08	70	New	Meeting/Seminar	Meeting	Local	1,875	1		\$0	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$215	\$0	\$280
Oregon State Bar - Advanced Estate Planning	06/20/08	240	Repeat	Meeting/Seminar	Meeting	State	7,820	1		\$0	\$5,066	\$0	\$56	\$0	\$211	\$0	\$0	\$0	\$0	\$144	\$1,300	\$0	\$6,777
OSCPA: QuickBooks for Accountants	06/20/08	25	Repeat	Meeting/Seminar	Meeting	State	3,110	1		\$0	\$1,254	\$0	\$168	\$0	\$80	\$0	\$149	\$0	\$0	\$25	\$630	\$0	\$2,306



OCC EVENT ANALYSIS MONTHLY REVENUE REPORT - JUNE 2008  
HISTORICAL COMPARISON FOR 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 Clin	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Western States Chiropractic College Graduation	06/21/08	290	New	Graduation	Meeting	Local	10,405	1		\$0	\$3,420	\$0	\$204	\$0	\$80	\$0	\$0	\$0	\$0	\$0	\$1,600	\$0	\$5,304
Secrets of Deep Tissue Massage	06/21/08	75	Repeat	Training	Meeting	Local	8,210	2		\$0	\$65	\$0	\$0	\$0	\$96	\$0	\$0	\$0	\$0	\$0	\$1,890	\$100	\$2,151
Sheet Metal Workers Local 16 Awards Banquet	06/21/08	70	New	Dinner	Food & Beverage/Catering	Local	8,700	1		\$0	\$5,465	\$0	\$0	\$0	\$105	\$0	\$0	\$0	\$0	\$0	\$229	\$100	\$5,899
The Music For You	06/21/08	115	New	Dance	Miscellaneous/Other	Local	4,908	1		\$0	\$0	\$0	\$0	\$192	\$0	\$346	\$0	\$0	\$0	\$0	\$600	\$100	\$1,238
Marylhurst University Commencement 2008	06/21/08	1,700	New	Graduation	Meeting	Local	39,104	1		\$0	\$119	\$0	\$0	\$0	\$1,070	\$0	\$0	\$0	\$0	\$275	\$6,875	\$379	\$8,518
Air & Waste Management Assn (AWMA) - 101st Annual Conference & Exhibition	06/24/08	2,300	New	Annual Convention/Conference	Convention	National	1,304,398	4	TRUE	\$0	\$156,347	\$7,435	\$0	\$0	\$14,136	\$20,819	\$14,165	\$4,133	\$0	\$1,500	\$39,975	\$22,141	\$280,650
Oregon Department of Human Services - Diversity Training	06/24/08	40	New	Meeting/Seminar	Meeting	State	1,874	1		\$0	\$0	\$0	\$0	\$0	\$64	\$0	\$0	\$0	\$0	\$0	\$436	\$0	\$500
Oregon Drug Take Back Program Convening Meeting	06/24/08	70	New	Meeting/Seminar	Meeting	State	4,000	1		\$0	\$3,437	\$0	\$0	\$0	\$591	\$0	\$0	\$0	\$0	\$150	\$545	\$0	\$4,723
Travel Portland Annual Awards Program 2008	06/26/08	410	Repeat	Breakfast	Food & Beverage/Catering	Local	34,200	1		\$0	\$9,762	\$0	\$40	\$0	\$941	\$1,522	\$0	\$0	\$0	\$165	\$0	\$0	\$12,430
Federal Transportation Funding	06/25/08	40	New	Dinner	Meeting	Local	1,520	1		\$0	\$803	\$0	\$0	\$0	\$174	\$0	\$0	\$0	\$0	\$0	\$175	\$100	\$1,252
Metro Planning Meeting	06/25/08	16	New	Dinner	Meeting	Local	826	1		\$0	\$946	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$946
Life Success Production "Mastering the Law of Attraction"	06/25/08	275	New	Meeting/Seminar	Meeting	Local	4,105	1		\$0	\$0	\$0	\$0	\$90	\$248	\$126	\$0	\$0	\$0	\$0	\$875	\$0	\$1,339
Fred Pryor Seminars & CareerTrack	06/26/08	30	New	Meeting/Seminar	Meeting	Local	783	1		\$0	\$65	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$5	\$220	\$0	\$320
Handwriting Without Tears	06/27/08	78	New	Meeting/Seminar	Meeting	Local	4,462	2		\$0	\$1,084	\$0	\$0	\$20	\$355	\$0	\$0	\$0	\$0	\$232	\$1,300	\$0	\$2,971
Lottery Retailer Training	06/30/08	1,430	New	Training	Meeting	State	41,310	33		\$0	\$5,154	\$0	\$2,136	\$0	\$0	\$1,032	\$225	\$0	\$0	\$600	\$4,350	\$0	\$13,497
National College of Natural Medicine Graduation	06/30/08	1,100	New	Graduation	Meeting	Local	14,838	1		\$0	\$65	\$0	\$72	\$0	\$1,049	\$0	\$0	\$0	\$0	\$165	\$3,200	\$203	\$4,754
		22,069					2,792,081	122		\$0	\$342,990	\$7,435	\$6,982	\$4,404	\$73,232	\$41,712	\$19,517	\$7,083	\$0	\$8,227	\$143,108	\$41,865	\$696,553



**MERC Commission Meeting**

**Action Agenda**

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 09-13**

For the purpose of approving a collective bargaining agreement with the International Union of Operating Engineers (IUOE), Local 701, tentative agreement.

**WHEREAS**, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have negotiated in good faith with IUOE; and

**WHEREAS**, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached an agreement for a three-year collective bargaining agreement (Agreement); and

**WHEREAS**, the tentative Agreement is subject to ratification by a vote of the Union membership on behalf of the Union, and by a vote of the Commission on behalf of MERC; and

**WHEREAS**, the Union membership duly ratified the tentative Agreement on July 2, 2009; and,

**WHEREAS**, MERC believes that the tentative Agreement is fair, reasonable, and in the public interest,

**THEREFORE BE IT RESOLVED:**

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

Passed by the Commission on August 5, 2009.

\_\_\_\_\_  
Chair

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

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

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

## MERC STAFF REPORT

**Agenda Item/Issue:** FOR THE PURPOSE OF APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 701, TENTATIVE AGREEMENT.

**Resolution No.** 09-13

**Presented by:** Joni Johnson, MERC Human Resources Manager

**Date:** August 5, 2009

### **BACKGROUND:**

IUOE 701 represents full and part time electricians and operating engineers at the Oregon Convention Center, Portland Center for the Performing Arts, and the Portland Metropolitan Exposition Center. Currently, there are 14 full time employees and 16 part time employees represented by IUOE. The previous Agreement expired on June 30, 2009. Negotiations for the successor Agreement were conducted in three bargaining sessions: May 15, June 10 and June 25. The union ratified the Agreement on July 2, 2009.

### **RESOLUTION:**

The major elements of the tentative Agreement are as follows:

**Term of Agreement:** July 1, 2009- June 30, 2012.

**Wages:** Please refer to the wages listed as Attachment A to the contract for specific wage rates. Wages will be increased 1% in year one of the successor Agreement effective July 1, 2009. Effective July 1, 2010, wages will be increased 2% and effective July 1, 2011, wages will be increased 3%. The percentage increase represents a change from past Agreements that used an index to determine annual raises. Management proposed this change in order to provide better predictability for budget planning and forecasting in the current economic client. The tiered increases were a response to IUOE's counterproposal to provide employees with an increase in year one of the Agreement.

**Insurance:** For full time employees, the contract continues to provide existing levels of insurance benefits. Effective July 1, 2009 MERC will contribute up to \$923.00 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier. Effective July 1, 2010, the contribution will be \$1,016 per employee per month. Effective July 1, 2011, MERC will contribute an amount not to exceed the amount provided for in the Metro-AFSCME 3580 Collective Bargaining Agreement.

**Shift Differential:** Shift differential will remain the same in the first year of the Successor Agreement (\$1.55) and increase by \$0.05 per hour each year over each of the succeeding years of the contract.

**Language Changes:** Significant language changes between the previous and proposed Agreement appear below.

- Article 3 "Management Rights" language has changed so that it is consistent with other MERC collective bargaining agreements. Previous language regarding management's rights was broad and vague.
- Article 13 "Clothing Allowance" now reflects a reimbursement amount for purchase of work shoes rather than the previous contract that added an additional 5 cents for every hour worked. The management contribution amount remains the same but the additional taxes and PERS costs are eliminated as this amount will no longer be considered wages.
- Article 17 "Family Leave" is now consistent with FMLA/OFLA regulations and allows the contract to remain congruent with changes in federal/state legislation.
- Article 23 "Personnel File" allows disciplinary material more serious than verbal or written warnings to remain in the employee's personnel file permanently. Previous language allowed its removal after two years if the employee received no other disciplinary action.

**SHORT RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement are within budgeted amounts. The FY 09-10 budget for IUOE wages covered under this Agreement will increase from \$1,185,073 in FY 08-09 to \$1,196,924.

**LONG RANGE FISCAL IMPACT:**

The costs of the collective bargaining agreement will be addressed in future budget years and are viewed as reasonable.

**RECOMMENDATION:**

Staff recommends approval of Resolution 09-13.

**AGREEMENT**

**between**

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**LOCAL UNION NO. 701, AFL-CIO**

**Effective Upon Ratification - June 30, 2009**

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## **PREAMBLE**

THIS AGREEMENT is entered into by the METROPOLITAN EXPOSITION RECREATION COMMISSION, hereafter referred to as the "Employer," METRO, and INTERNATIONAL UNION OF OPERATING ENGINEERS, Local Union No. 701, AFL-CIO, hereafter referred to as the "Union", for the purpose of governing the wages and related fringe benefits of employees covered by this Agreement for the term specified herein.

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

For purpose of ratification of this Agreement, changes in this Agreement, or strike votes, full-time and part-time employees are considered separate bargaining units.

Except as otherwise provided by law, regulation, or grant provisions, the PARTIES AGREE AS FOLLOWS:

## **ARTICLE 1: BARGAINING UNIT**

Employees covered by this Agreement shall be full-time and part-time maintenance and operating engineers and electricians performing work incidental to heating, air conditioning, ice-making, plumbing and electrical, and general maintenance of such equipment, all as may be directed by the Employer at any of its facilities including, but not limited to, Portland Metropolitan Exposition Center, the Oregon Convention Center, and the Portland Center for the Performing Arts which includes the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall. The job classifications covered by this Agreement shall be Operating Engineer, Lead Operating Engineer, Electrician, Lead Electrician, Apprentice Engineer and Apprentice Electrician, or such equivalent job classifications as may be applicable. Nothing in this Article or in this Agreement shall restrict or limit the Employer's right to contract or subcontract with respect to the maintenance or repair of equipment as it may deem necessary.

## **ARTICLE 2: DEFINITION**

Probationary initial and promotional probation shall be six (6) calendar months from the first day of hire or promotion. Initial probationary employees may be terminated without recourse to grievance procedure. Promotional probationary employees shall return to their former classification and rate of pay if they fail to complete their probation, without recourse to the grievance procedure.

Promotional probationary employees shall not be discharged without just cause and shall have recourse to the grievance procedure.

Part--time     A position in which the daily, weekly, or monthly hours are less than the hours established for full-time positions. No part-time employee will be allowed to work greater than 1,040 hours per fiscal year or 24 hours per work week.

Part-time employees only will be scheduled in accordance with the event driven needs of the facility. Part-time employees will be scheduled by venue, skills, qualifications and seniority specific to the assignment.

Lack of availability for three (3) consecutive months, without mutual consent, will result in the part-time employee being moved to the bottom of the call list for three (3) months.

Full-time     A position which is designated as full-time in the adopted Commission budget and which typically consists of forty (40) hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day.

### **ARTICLE 3: MANAGEMENT RIGHTS**

Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management of MERC functions, direction and control of its workforce, facilities, properties, and activities. Rights of management shall include, but not be limited to: the right to direct the activities of the workforce, determine the level of service and method of operation and introducing new processes or procedures; hire, promote, demote, transfer, assign, reassign employees; discipline employees consistent with this Agreement; to lay off employees; schedule work; to complete performance evaluations; to classify, reclassify or merge positions as required; to make, publish and enforce rules and regulations, including personnel and work rules and policies that do not violate any specific provision of this Agreement

A.

### **ARTICLE 4: UNION MEMBERSHIP AND REPRESENTATION**



- A. Membership or non-membership in the Union shall be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.
- B. The Employer agrees to fairshare in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fair share for non-union employees shall be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law. The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fairshare amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.
- C. The effective date of withholding Union membership dues or fairshare shall be the first of the month following thirty (30) calendar days of employment.
- D. Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union or the amount of fairshare determined by application of Article 4, Section B of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.
- E. The Union agrees that it will indemnify, defend and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer, or person acting on behalf of the Employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the Employer's implementation of this Article. In the event any

decision rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fairshare) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

- 1) Within 30 calendar days from the signing of this Agreement, the Union will notify the Director of Operations in writing of the names of designated Stewards. The list will be updated as necessary.
  - 2) Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.
  - 3) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
  - 4) A Steward who comes to the work site during their off duty hours to carry out Steward duties shall not be paid for such time.
  - 5) Internal union business shall be conducted by Stewards and employees during their non-duty time.
  - 6) Only one (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.
  - 7) All matters relating to contract negotiations will be performed on the employee's own time.
- F. The Employer agrees that accredited representatives of the Union, upon reasonable and proper advance notice, shall have reasonable access to work premises during working hours for the purpose of assisting in the administration of this Agreement; provided, that they do not interfere or cause workers to neglect their work, and/or interfere with activities or events in progress, or administrative or security functions, parking functions and/or any other building activity that would otherwise be interrupted by their activities and such activities shall be restricted from the Employer's facilities when Union representatives are on duty as an employee of MERC.

G. Hiring

- 1) All full-time open positions shall be posted on the job opportunities posting board and sent to the union for general and target area recruitment.
- 2) The hiring process shall include the lead person from the facility in that classification.

**ARTICLE 5: NO STRIKE OR LOCKOUT**

- A. During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations of MERC. During the term of this Agreement neither MERC nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.
- B. If any work stoppage, slowdown, picketing, or strike shall take place, the Union agrees to immediately notify any employees engaging in such activities to cease and desist and to publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section A. above to return to work.

## **ARTICLE 6: WAGES**

For the term hereof, the Employer will abide by the wages specified in Exhibit "A" of this Agreement with respect to the job classifications covered by this Collective Bargaining Agreement.

- A. Wages will be increased 1% in year one of the successor Agreement. Effective July 1, 2010 wages will be increased 2% and effective July 1, 2011 wages will be increased 3%.
- B. Wages for the Lead Engineer and Lead Electrician will be at least 7% higher than the day shift Journeyman wage within that classification beginning July 1, 2009 and as of July 1, 2010, 10% through the term of the contract.

## **ARTICLE 7: OVERTIME**

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

## **ARTICLE 8: HEALTH AND WELFARE BENEFITS**

- A. During the term of this Agreement the Employer will pay the following amounts for medical, dental, and vision plans provided by an HMO and/or indemnity carrier:
  - (a) Effective upon ratification of the successor Agreement, the Employer shall contribute up to Nine hundred and twenty-three dollars (\$923.00) employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.
  - (b) Effective July 1, 2010, the employer shall contribute up to One thousand sixteen dollars (\$1,016) per employee per month for the medical, dental and vision plans provided by an HMO and or indemnity carrier.
  - (c) Effective July 1, 2011, the employer shall contribute an amount not to exceed the amount provided for in the Metro-AFSCME 3580 Collective Bargaining Agreement in effect during this time period per employee per month for the medical, dental and vision plans provided by an HMO and or indemnity carrier.

- B. Life insurance, dependent life, accidental death and dismemberment, and long term disability coverage shall be provided to all employees who enroll in the Metro plan. Such coverage will be provided at no cost to the employee unless adjustments are made by the joint committee to keep medical, dental and vision costs below the cap for that coverage pursuant to Section C of this Agreement.

A joint Labor-Management committee comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs. Metro shall make available to the committee current information regarding insurance premium rates and projected costs; as such information becomes available to Metro. The committee shall meet regularly to consider adjustments to benefits or coverage in accordance with the specified Employer contributions for each year of the Agreement. Each employee shall contribute a portion of the premium to make up the difference between Metro's contribution as defined in this Agreement and the cost of health insurance as dictated by the provider's rates.

An authorized meeting of the JLMC/Health and Welfare shall be comprised as provided in the committee's by-laws. The committee shall make plan design recommendations to the Metro Human Resources Director and the Chief Operating Officer in an effort to keep health care costs under the amounts set forth in Section A of this Agreement.

The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the union has the right to utilize remedies available under law including mediation and factfinding.

Employer contributions in excess of actual plan costs will be held in reserve in the event Metro decides to self-insure or to reduce employee's out-of-pocket costs in the event Metro does not decide to self-insure. All monies in this reserve, and generated by this reserve, will be used exclusively for employee health and welfare benefits as determined by the Joint Labor Management Benefits Committee.

Health benefits will be funded to the limits listed. Should Metro choose to fund the AFSCME 3580 group at a higher level, then such new level will be applied equally to this contract.

## **ARTICLE 9: EFFICIENCY OF OPERATIONS**

It is jointly recognized that the successful operation of the Employer's facilities requires a coordination of work activities, active cooperation between employees and groups of employees, and does not lend itself to a rigid application of what may be traditional craft or jurisdictional lines. It is also jointly recognized that there may and will be a certain degree of overlap in work functions between employees covered by this Agreement and other groups of employees and that employees covered by this Agreement may be directed to perform work in areas other than their usual duties or be assisted by other employees or groups of employees. The overall efficiency and economy of operations of the Employer's facilities shall be the controlling factor in all instances.

## **ARTICLE 10: SENIORITY**

- A. Seniority shall be computed from date of hire into a represented classification within the assigned facility.
- B. Seniority shall be applied for layoffs and elsewhere as specified in this Agreement. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff shall be calculated as the total time from the original appointment.
- C. Seniority shall be continuous service in the bargaining unit. Time spent on approved leave or as a result of an on-the-job injury or illness shall not be considered a break in service. Time spent on leave without pay as specified in Article 17, Section F shall be considered a break in service. Seniority shall not accrue during a break in service but will continue to accrue upon return from a break in service.
- D. Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The MERC General Manager shall determine the number and classifications to be laid off. All temporary, seasonal, part-time and probationary employees within the classification within the assigned facility selected for layoff shall be laid off prior to any layoff of permanent employees within the classification

within the assigned facility. For purposes of this Article, "facility" is defined as follows:

- 1) Oregon Convention Center
- 2) Portland Center for the Performing Arts
- 3) Portland Exposition Center

The term "assigned facility" as used in this Article, means the facility where an employee predominantly reports for his/her shift while filling a budgeted full-time position at that facility.

E. In the event of a layoff, Employees will be laid off by classification within a facility, with the least senior employees laid off first based on total Commission service within the bargaining unit. Employees shall be given thirty (30) days notice of layoff in writing. Employees given notice of layoff shall within ten (10) working days:

- (1) Accept demotion to a former bargaining unit classification previously serviced within the facility, including bumping the least senior employee in that former classification; or
- (2) Apply for appointment to a vacant Commission position for which the employee meets the minimum qualifications. The best qualified employee given notice of layoff shall be appointed to a vacant position for which the employee applies and meets the minimum qualifications.

F. Seniority for Part-time employees is established by date of hire by venue.

## **ARTICLE 11: SHIFT HOURS**

- A. Notice of change in shift starting times or days off will be given seven (7) calendar days before the change becomes effective. This notification requirement will not apply to those situations involving unforeseen rescheduling of events, or a voluntary request for rescheduling made by an employee. An employee shall not be scheduled with split days off.
- B. It is understood that for employees covered under this Agreement, the standard work shift will be eight (8) consecutive hours not including overtime. Employees will be required to be on-site during their lunch period and be on-call to duty during their lunch period. These employees will be provided a thirty (30) minute lunch period on the Employer's time.
- C. An employee who starts shift between 2:00 PM and 04:00 AM shall receive shift differential pay of one dollar and fifty-five cents (\$1.55) per hour for all hours actually worked beginning upon ratification of the successor Agreement. Effective July 1, 2010, the shift differential shall increase to one dollar and sixty cents (\$1.60) per hour for all hours actually worked, and on July 1, 2011 it will increase to one dollar and sixty-five per hour (\$1.65). . Shift differential pay shall not apply when the employee is on a leave with pay.
- D. Part-time employees are not eligible for shift differential.

## **ARTICLE 12: REPORTING TIME**

- A. Telephone calls received at home shall be compensated at a minimum of one (1) hour at the regular rate of pay, unless called to report to work. An employee who responds to an emergency call by actually reporting for duty on the Employer's premises will receive a minimum of four (4) hours pay or compensatory time at the overtime rate.
- B. An employee who is mandated by management to carry a pager and/or cell phone on their off duty time shall receive on-call pay equivalent to one (1) hour of straight time pay per day the pager and/or cell phone is mandated to be carried.



**ARTICLE 13: CLOTHING ALLOWANCE**

A. Employees covered by this Agreement will receive three sets of uniforms per fiscal year including shirts and pants. The Employer will also provide one Carhart or equivalent quality jacket per contract. Subject to the Employer’s approval, replacement items will be provided as needed. The Employer will provide all safety and rain gear as needed.

B. Employees covered by this Agreement will be reimbursed up to one hundred and four dollars (\$104) per fiscal year upon receipt of purchase for quality work shoes or orthotics. Employees are expected to wear these shoes or orthotics on the job except where the law requires the wearing of steel-toed shoes.

| B.C. Management will furnish two shirts per contract to part-time employees.

**ARTICLE 14: VACATION**

A. Vacation leave with pay for full-time employees shall accrue at the rate shown below:

Total Years of Service	Accrual Rate at 24 Pay Periods Per Year	Vacation Rate Per Year
0 through 4	3.34 hours	80 hours
5 through 9	5.00 hours	120 hours
10 through 14	5.84 hours	140 hours
15 through 19	6.67 hours	160 hours
20 through 24	7.50 hours	180 hours
25 or more	8.34 hours	200 hours

B. Vacation Accrual. Employees will not be allowed to accrue more than two hundred fifty (250) hours of vacation leave. Vacation leave beyond two hundred fifty (250) hours will be lost, unless reasons for an exception receive approval by the Department Head and General Manager. Accumulations must be within stated limits as of June 30 each fiscal year. Excess vacation accruals will be lost if not used by June 30, unless reasons

for an exception receive approval by the department head, facility director, and General Manager.

- C. Scheduling of Vacations. Vacation requests shall be submitted through the supervisor and approved by the Department Head on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. Vacation requested shall be processed within two (2) weeks and if a vacation request is denied the employee shall be informed in writing. .
- D. Management will post changes in vacation procedures, policies, black-out dates or guidelines in a timely manner.
- E. Vacation Pay upon Termination. A full-time employee who has successfully completed his/her initial probationary period, has been appointed to regular status and is separated from the Commission, shall be entitled to payment for accrued vacation leave, including personal days accrued as vacation. In no case shall payment be for more than the maximum accumulation.

**ARTICLE 15: HOLIDAY**

- A. The following shall be considered holidays for full-time employees. Personal days (No. 10 below) cannot be utilized by employees in their initial probationary period.

(1)	New Years Day	January 1
(2)	Martin Luther King Day	Third Monday in January
(3)	President's Day	Third Monday in February
(4)	Memorial Day	Last Monday in May
(5)	Independence Day	July 4
(6)	Labor Day	First Monday in September
(7)	Veteran's Day	Nov. 11
(8)	Thanksgiving Day	Fourth Thursday in November
(9)	Christmas Day	December 25
(10)	Three (3) Personal Days	Open

- B. Employees who work on a holiday shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.

- C. The personal days must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive three (3) personal days in that fiscal year. Employees hired after November 1 and before December 24 will receive two (2) personal leave days in that fiscal year. Should no vacation hours be taken within the fiscal year, the three (3) personal days will be lost. Subject to the needs of the employer, personal days may be granted with less than twenty-four (24) hours notice. In the case of an emergency, same day approval may be granted with Supervisor's approval. An employee can use personal holiday hours in no less than four (4) hour blocks of time.
- D. Holidays which occur during vacation or sick leave shall not be charged against such leave.
- E. The holidays listed above in Section A (1-9) shall start at 12:01 a.m. and end 12:00 midnight on the actual day of the holiday.
- F. If the Employer requires that an employee work a full shift on a holiday, such work assignment shall be rotated amongst employees in the same classification qualified to perform the work required. This section shall not apply to overtime assignments or emergencies that arise during a holiday.

**ARTICLE 16: SICK LEAVE**

- A. Bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour worked accrued in an unlimited amount. Qualified employees shall be eligible for use of earned sick leave after ninety (90) days of employment with the Employer.
- B. Employees are eligible to use sick leave for the following reasons:
  - | ~~(2)~~(1) Personal illness or physical disability.
  - | ~~(3)~~(2) Illness or physical disability in the employee's immediate family or household requiring the employee to remain at home.
  - | ~~(4)~~(3) Medical appointments and office visits.

- C. Employees unable to report to work due to illness shall report the reason for the absence to their supervisor one (1) hour prior to the scheduled beginning of their shift. Sick leave with pay may not be allowed if such report has not been made. The supervisor may require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.
- D. The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:
- E. Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding twenty (20) percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.
- F. Sick leave shall not continue to accrue during periods of disability or leave unpaid by the Employer.
- G. Full-time employees who use twenty-four (24) hours or less of sick leave within one fiscal year period shall accrue eight (8) additional hours of vacation leave in exchange of eight (8) hours of sick leave at the end of the fiscal year.

#### **ARTICLE 17: OTHER LEAVES**

- A. Bereavement Leave. An employee absent from duty by reason of the death of his or her spouse, legal domestic partner, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or other household member shall be allowed three (3) days time off duty which shall not affect accrual of vacation or sick leave. Any additional time off will be charged against accumulated sick leave.

- B. Employees may attend a funeral ceremony for a fellow employee within their own department with four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.
- C. Employees shall be granted a paid leave of absence for any time required by law for military service not to exceed fifteen (15) days in a calendar year, jury service, or as a result of service upon employee of a lawful subpoena or required court appearance in a work-related matter. Any jury or witness fees or mileage will be endorsed over to the Employer.
- D. Family Leave.

**Section 1.** Employer shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act (“FMLA”) and The Oregon Family Leave Act (“OFLA”) and as designated in MERC’s Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by law and in MERC’s Personnel Policies.

**Section 2.** Any subsequent changes in the OFLA, FMLA or applicable OFLA, FMLA provisions of the MERC’s Personnel Policies will be incorporated into this Agreement.

**Section 3.**  
During periods of leave covered by the FMLA/OFLA statutes identified above, eligible employees may use accrued or accumulated paid leave time, including sick, vacation, personal holiday leave or unpaid leave. The employee may choose the order in which to use their paid leave accruals during approved family leave time.

- E. Leave without Pay. All permanent employees may be granted leave of absence without pay and without employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of the Employer. Such leave may be extended once by the facility director for an additional six (6) months. All requests for leave of absence without pay shall be in writing, shall be directed to the department manager and shall contain reasonable

justification for approval. Requests of less than ten (10) calendar days may be approved by the Department Manager. Both the request and the General Manager's approval of the request shall be in writing and shall be filed in the Office of Personnel. The employee may elect to continue employee coverage and benefits; however, premiums for such extended coverage and benefits shall be paid by the employee. Any and all such extensions of coverage and benefits shall be subject to any and all restrictions and conditions which may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

#### **ARTICLE 18: RETIREMENT**

Employees working 600 or more hours per calendar year shall participate in the Public Employees Retirement System (PERS) as provided under the Oregon Revised Statutes. The Employer shall be responsible for all contributions to PERS.

#### **ARTICLE 19: MAINTENANCE OF STANDARDS**

Section 1. The Employer agrees that all conditions of employment established by its individual operations which constitute an economic benefit to employees covered by this Agreement shall be maintained at not less than the standards in effect at the time of the final ratification of this Agreement except where those standards have been modified through collective bargaining.

Section 2. This article of the Agreement shall not apply to inadvertent or bona fide errors made by Metro or the Employer. Any disagreement regarding errors shall be resolved through the grievance process.

#### **ARTICLE 20: DISCIPLINE**

A. No employee may be disciplined or discharged without just cause.

- B. No employee shall be denied representation in any investigation that may result in disciplinary action.
- C. If the Employer has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.
- D. Disciplinary actions shall include only the following: Oral or written reprimand, suspension, reduction in pay, transfer, demotion and/or dismissal from employment. Any of these disciplinary actions may be utilized. It may not be necessary in every circumstance that the discipline be taken progressively.

#### **ARTICLE 21: GRIEVANCE PROCEDURE**

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

Step 1 An employee may present a grievance, in writing to the employee's immediate manager and the MERC Human Resources Manager for adjustment within seven (7) calendar days of the date on which the events occurred giving rise to the grievance. An employee's supervisor shall respond promptly, but in no event more than seven (7) calendar days after receipt of the written grievance.

Step 2 If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance shall again be submitted, in writing, by a Union representative or affected employee to the Director of Operations and MERC Human Resources Manager within twenty-one (21) calendar days of the date on which the events occurred giving rise to the grievance, inclusive of all time provided to processing of the grievance in Step 1 of this procedure. A written statement of the grievance shall be signed by the aggrieved employee and by a Union representative, and shall include a statement of the specific provisions of the Agreement alleged to have been violated, a brief

statement of the facts, and a statement of the relief requested. The Employer shall respond to the written grievance, in writing, within fourteen (14) days of its receipt.

Step 3 If the grievance is not settled, the affected employee or union representative may within (10) calendar days of the Employer's Step 2 response, or the date the response was due, refer the grievance to the General Manager or designee. The General Manager shall respond within ten (10) calendar days of receipt of the grievance.

Step 4 If the grievance is still unsettled, the Union may, within ten (10) calendar days of the Employer's Step 2 response, or the date such response was due; refer the grievance to a Board of Adjustment, which shall convene to hear the matter.

The Board of Adjustment shall consist of two (2) members designated by the Union involved, and two (2) members designated by the Employer. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from the department or local Union involved. The Board of Adjustment shall convene within twenty (20) calendar days following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the department involved, or the General Manager.

The Board of Adjustment shall decide the issue by majority vote of its members within three (3) working days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.

Step 5 If the grievance is still unsettled by reason of a Board of Adjustment deadlock, the Union may within ten (10) calendar days of the date of the Employer's response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step 3, shall notify the Employer and Metro's Human Resources Department in writing of its desire to have the matter arbitrated by a third party agreed upon by Metro, Employer and the Union. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Service shall be requested to submit a list of seven (7) names. Either party shall have the right to reject one list in its entirety. Both Metro and the Union shall have the right to strike



three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party which incurs them. The designated arbitrator shall conduct a hearing, and then issue a decision which shall be final and binding on the Employer, the Union, and all involved employees. The arbitrator shall not have jurisdiction or authority to: add to, subtract from, modify or in any way change the provision of this Agreement; establish new wage rates or change existing wage rates or rates for specific job classifications; or assume any responsibility of Management or of the Union. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. If either party fails to proceed with the procedures of Step 4 within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis. The Employer, Metro, and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

- B. The Employer or its designee(s) shall meet at mutually convenient times with the Union.
- C. Time Limits. The time limits of this grievance and arbitration procedure shall be adhered to strictly. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised in a timely fashion. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available.
- D. Extension of the Time Limits. The time limits of this grievance and arbitration procedure may be extended by mutual Agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.
- E. Arbitration Limits. The arbitration provisions of this grievance and arbitration procedure shall be strictly limited to the effective dates of this Agreement. The Employer shall have no obligation to arbitrate any grievance arising after the date on which this Agreement terminates.

- F. An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, the Employer's last response at Step 3 of the grievance procedure shall be final and binding on all parties.
- G. For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.
- H. The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.
- I. The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

## **ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Employer and the Union agree to continue their policies of not discriminating against any employee because of race, color, religion, sex, sexual orientation, gender identity, national origin, mental or physical disability, marital status, political affiliation, or Union activity.
- B. Any complaint alleging unlawful discrimination based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the MERC Human Resources Manager. If such a complaint is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

If an employee has a grievance alleging unlawful discrimination based on Union activity, it shall be submitted at Step 3 of the grievance procedure with a copy to the Metro Human Resources Office. Thereafter, the grievance will be resolved by the Employment Relations Board and shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 23: PERSONNEL FILE**

- A. The Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Office. No discipline provided to an employee under article 20 shall be placed in this file without a signature by the employee or a statement signed by the supervisor which indicates the employee has been shown the document and refused to sign it. An employee's signature shall not be construed to mean the employee agrees with the content.
- B. All material in the official personnel file of any employee may be inspected by the affected employee. No discipline provided to an employee under article 20 may be used against an employee unless entered in the official Metro file as described in Section A. above. An employee upon request shall have the right to view all material in the employee's personnel file.
- C. All oral or written discipline provided to an employee under article 20 shall be expunged from the personnel file () three (3) years from the date the material was entered, if the employee has received no other disciplinary action. Periodic performance appraisals shall permanently remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the three (3) year period specified above. Any discipline provided to an employee under article 20 shall be removed if not entered in accordance with Section B. above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.
- D. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in Section C. above. Such a written record will consist only of the date of the reprimand and a brief one to two sentence statement of the reason for the reprimand.

## **ARTICLE 24: INCLEMENT WEATHER**

Upon determination by the Facility Director or designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close, and send staff home before the end of their

assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled.

**ARTICLE 25: OUTSIDE EMPLOYMENT**

- A. Employees may engage in outside employment, provided that such outside employment does not:
  - (1) Occur at any MERC facilities;
  - (2) Create a conflict of interest with the employee's MERC duties; or
  - (3) Create an inability to perform employee's job duties at MERC.
- B. Employees who engage in outside employment which is found to violate the above restrictions and who have failed to notify their department director of such employment shall be discharged.

**ARTICLE 26: EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Employer shall provide at no cost to the employee an employee assistance program.

**ARTICLE 27: PARKING**

Section 1.

All full-time Oregon Convention Center employees hired prior to January 1, 2003 will be eligible for a pre-tax payroll deduction of \$20.00 per month for parking.

Section 2.

All full-time Oregon Convention Center employees hired after January 1, 2003 that voluntarily elects to participate in the parking program will pay the full cost of the parking program in pre-tax dollars. In 2003 the cost will be \$65.00 per month.

Section 3.

Oregon Convention Center part-time and on-call employees may purchase passes for the Lloyd lot for \$2.00 per shift on a first come first served basis.

Section 4.

As parking fees are increased, subject to approval of the General Manager, all employees in the parking program will cover the increases through the pre-tax program.

Section 5.

Section 6.

Employees will be entitled to enroll in Metro's TDM program.

Section 7.

All Oregon Convention Center full-time employees will continue to be enrolled in the Lloyd District Passport Program until the program terminates or MERC opts out of the program.

**ARTICLE 28: TRAINING**

Employees who register for and participate in Employer approved job related educational training programs shall be entitled to full reimbursement of tuition and materials with proof of successful completion of the course.

Training requests shall be processed by management within two (2) weeks of submission.

**ARTICLE 29: SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the Parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof. All other portions of this Agreement and the Agreement as a whole shall continue without interruption for the term of this Agreement.

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

**ARTICLE 30: TOOLS**

The Employer shall provide all tools and manuals that it has determined are needed to perform assigned work. The employee will be diligent and conscientious regarding the care and safe keeping of tools.

**ARTICLE 31: PAYROLL PROCEDURES**

An employee who receives an overpayment of monies shall report such overpayment to his/her immediate supervisor immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's paycheck. Failure of an employee to report any overpayment will result in disciplinary action.

If an employee believes that his/her paycheck amount contains an error, and this is confirmed by the Metro Payroll Department, the employee will be issued a corrected check within twenty-four (24) hours from the time the Metro Payroll Department is notified of such error.

**ARTICLE 32: TERM OF AGREEMENT AND CLOSURE**

- A. The Agreement closes for the term hereof all Articles and subjects addressed herein which were raised in collective bargaining. The specific terms of this Agreement shall be effective upon ratification and expires June 30, 2012, and shall be automatically renewed unless written notice of reopening is given by either party to the other not less than sixty (60) or more than ninety (90) days prior to June 30.

METROPOLITAN EXPOSITION  
RECREATION COMMISSION

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL NO. 701

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Cheryl Twete, Interim General Manager

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Mark Holliday, Business Manager

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Date

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Date

**BARGAINING TEAM:**

Joni Johnson  
Don Scorby  
Bill Stratton  
Nathan Sykes  
Ryan Thorpe  
Matthew Uchtman

**EXHIBIT "A": PAY SCHEDULE****Metropolitan Exposition Recreation Commission  
International Union of Operating Engineers, Local 701 Pay Schedule****7/1/2009-6/30/2010**

<b>Salary</b>	<b>Job</b>	<b>Job</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>
<b>Range</b>	<b>Code</b>	<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>
172	8196	Apprentice Operating Engineer	23.36	24.76	26.13
176	8420	Apprentice Electrician	25.66	27.19	28.66
170	8195	Operating Engineer	27.48		
147	8505	Operating Engineer (part time)	27.48		
171	8160	Lead Operating Engineer	29.40		
173	8240	Electrician	30.19		
175	8390	Lead Electrician	32.51		

**7/1/2010-6/30/2011**

<b>Salary</b>	<b>Job</b>	<b>Job</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>
<b>Range</b>	<b>Code</b>	<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>
172	8196	Apprentice Operating Engineer	23.83	25.26	26.65
176	8420	Apprentice Electrician	26.17	27.73	29.23
170	8195	Operating Engineer	28.03		
147	8505	Operating Engineer (part time)	28.03		
171	8160	Lead Operating Engineer	30.83		
173	8240	Electrician	30.79		
175	8390	Lead Electrician	33.87		

**7/1/2011-6/30/2012**

<b>Salary</b>	<b>Job</b>	<b>Job</b>	<b>Step</b>	<b>Step</b>	<b>Step</b>
<b>Range</b>	<b>Code</b>	<b>Classification</b>	<b>1</b>	<b>2</b>	<b>3</b>
172	8196	Apprentice Operating Engineer	24.54	26.02	27.45
176	8420	Apprentice Electrician	26.96	28.56	30.11
170	8195	Operating Engineer	28.87		
147	8505	Operating Engineer (part time)	28.87		
171	8160	Lead Operating Engineer	31.75		
173	8240	Electrician	31.71		
175	8390	Lead Electrician	34.89		



**MERC Commission Meeting**

**Strategic Project Discussion**

August 5, 2009

To: Metropolitan Exposition Recreation Commission  
From: Cheryl Twete and Chris Bailey  
Subject: Strategic Discussion of Expo Center Master Plan

Columbia River Crossing Project

For more than a year, MERC staff has actively participated in the Columbia River Crossing (CRC) project, and in particular, we have focused our involvement with the Marine Drive interchange planning process. The CRC project has addressed a wide range of Marine Drive design options, several of which had severe impacts on the operation of the Expo Center venue. At this point, a set of clearly defined public goals has been studied, including freight mobility, safety, transit connections, environmental stewardship, storm water management, open space and local street connectivity, with the fundamental assumption that the Expo Center remains as a viable public facility serving our community. Throughout the past year, staff has presented many different design options to the Commission as part of our monthly briefings. We are pleased to report that there appears to be consensus among the public agencies on a new alignment option (known as Option 12.3 – see Attachment A) which successfully balances and achieves the goals defined above.

Marine Drive Option 12.3 is an alignment in which the new I-5 interchange is constructed directly south of the current interchange. We understand that due to budget constraints, the interchange is being designed as a phased project, with phase one providing new on/off approaches through a full SPUII design. In the future, a ramp could be added to the interchange, (either an overpass or an underpass) to provide for improved service as warranted. With Option 12.3, Marine Drive is at grade until it reaches the northeast corner of the Expo site at which point it becomes an elevated structure. This Option does not extend over the top of the light rail station (as it did in earlier options), thus maintaining the opportunity for future transit oriented development with an attractive front door for the Expo Center.

Option 12.3 does “clip” the northeast corner of the Expo Center property, resulting in a right of way takes of approximately 1.5 acres.

We anticipate that a final Marine Drive Stakeholder Committee meeting will be held in August and that the committee members will support this alignment option. The recommendation then will be reviewed internally within CRC’s senior management group before submission to the Project Sponsor Council (of which Metro President David Bragdon is a member). Our direct involvement with the CRC project will be significantly reduced at that point, but staff will continue to follow the design development process for the Marine Drive interchange throughout the next few years because of its significance to our own master planning efforts.

One of the outcomes of the Marine Drive alignment work is the City's desire to develop a local street connectivity plan for the general area. This draft plan is shown in Attachment B. MERC staff has supported the city's efforts because we recognize the need for an improved local street system in the area to serve the residents, businesses and visitors in a more cohesive manner. The Expo Center will directly benefit from the street plan because proposed new public streets and trails will lead to the light rail station and our site. As of the writing of this staff report, we have an unresolved issue with City staff regarding the proposed new public street along the southern boundary of the Expo Center site. We have objected to this street alignment because it bisects the southwest corner from the rest of the Expo site and believe that City staff understands this concern. MERC staff has stated that we support a street that could follow the Expo Center property line, enabling this southwest corner to function as multi-use, outdoor exposition space, consistent with our urban design concept plan (see Attachment C). The local street connectivity plan is expected to be adopted by Portland City Council in the future. We will continue to work with City staff as the street plan develops.

#### Expo Center Master Plan Discussion

At the August 5, 2009 Commission meeting, the Expo Center project will be the subject of an extended working discussion between the Commissioners and staff about the future of this key facility and its 53-acre site. Because so much of our work on this project has focused on the CRC process to date, the goal of the August 5, 2009 work session with Commissioners is to engage in an in-depth dialogue regarding the future of the Expo Center – new and existing business opportunities for Expo, potential partnership opportunities, site planning goals and how to integrate and balance the various concepts going forward. We have had brief public discussions about the future of Expo, but they have not been extensive. Staff believes that the time is now appropriate to discuss the Expo Center's possibilities for the next 20-50 years.

As background information, note that the Expo Center site is currently zoned IG2 – General Industrial. Commercial and retail uses are limited in this zone. Hotels and residential uses are not allowed. Metro has also designated the site as a Regionally Significant Industrial Area. These designations reflect the site's location within the Rivergate Industrial District. The introduction of light rail adds an interesting land use policy component because, in this region, uses around a light rail station are typically encouraged to be higher intensity and uses that create ridership.

As we engage in this work session discussion, we should be cognizant that the ideas we develop may or may not be allowed under the base zoning. We may develop options that would necessitate a different base zone or even a plan district approach. Both of those types of land use proceedings would require significant time and resources to pursue and would involve working closely with external stakeholders. The goal today should be to have a strategic discussion about the Expo Center and the types of uses that could be developed in the future to best meet the needs of the Region.

## Expo Center Master Plan Recent Progress

This report provides Commissioners with an update on the status of the project and will not be presented by staff at the meeting, however, we will be happy to address if Commissioners request.

Attached with this Report is the most recent Expo Center Concept Plan (Attachment C). During the past year, we have taken initial steps to update the conditional use master plan for the Expo Center, but our efforts have been delayed because of the uncertainty of the Marine Drive alignment and its potential impacts to our site. Before proceeding, we need certainty about the location of the interchange and how access to our site would work.

In past months, staff presented initial visioning work (called the Expo Center Urban Design Concept Plan) to the Commission and today we present an updated version of that Concept Plan. The Concept Plan reflects initial visioning of the site from an urban design perspective, depicting key master plan goals such as:

- Create a sustainable campus that fully embraced the site's amenities
- Grow the Expo Center's core business and synergistic new opportunities
- Orient the Expo Center to maximize the benefits of light rail
- Relate the Expo Center to the Vanport Wetlands
- Create a system of trails that connect the site to the surrounding neighborhood
- Provide access to the North Harbor waterfront
- Intensify the development of the property
- Be a good neighbor to the Rivergate Industrial Area
- Improve connectivity to the east side of I-5

Please note that this vision is an illustrative urban design concept for the site to respond to the Marine Drive alignment options and that Attachment C incorporates the most recent Marine Drive alignment (Option 12.2) from the CRC project.

The next phase of our master plan work will involve an in-depth study of the State of the Exposition Industry in the United States, with particular focus on our competitive set on the West Coast (see Attachment D). We are very pleased to be working with the Portland State University Graduate School of Management for this research. We anticipate that this work will be completed early Fall 2009.

We will then work with our Project Team (consisting of SOJ, SERA Architects and E.D. Hovee and Associates) to translate this industry analysis into a business plan for the Expo Center. Determining the types of functions that the Expo Center should engage in will drive a phased facilities plan and enable us to determine how best to accommodate those business needs in the master plan and whether or not there are opportunities for other types of activities on the site.

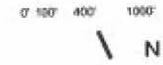
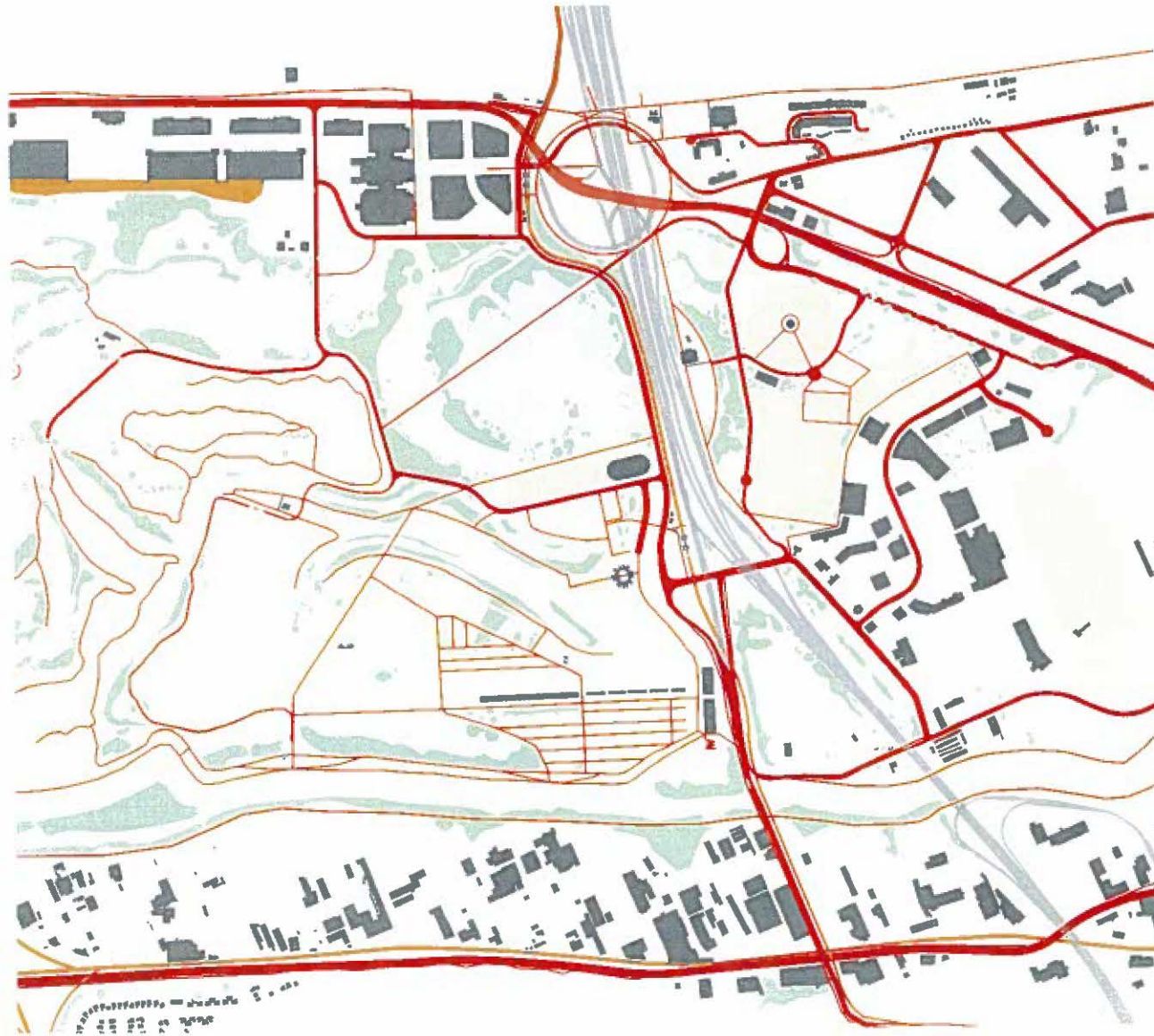
As another initial step in the master plan process, staff has met with City of Portland Planning and Sustainability Bureau and Development Bureau staff regarding the conditional use master plan update. We now have a better understanding of the steps involved in updating the conditional use master plan and the circumstances under which that it can be used. We also discussed other options, including the creation of a new plan district for the Expo Center site as a tool for tailoring the specific land uses that

could be developed. While there are benefits to a plan district approach, it may not be feasible because it could be much more expensive than a conditional use master plan and the City may have staff resources limitations to enable this to proceed before the Expo Center's existing Conditional Use Master Plan expires. At this point, MERC staff recommends that the master plan process proceed and later determine the most appropriate land use action based on the direction of our plan.

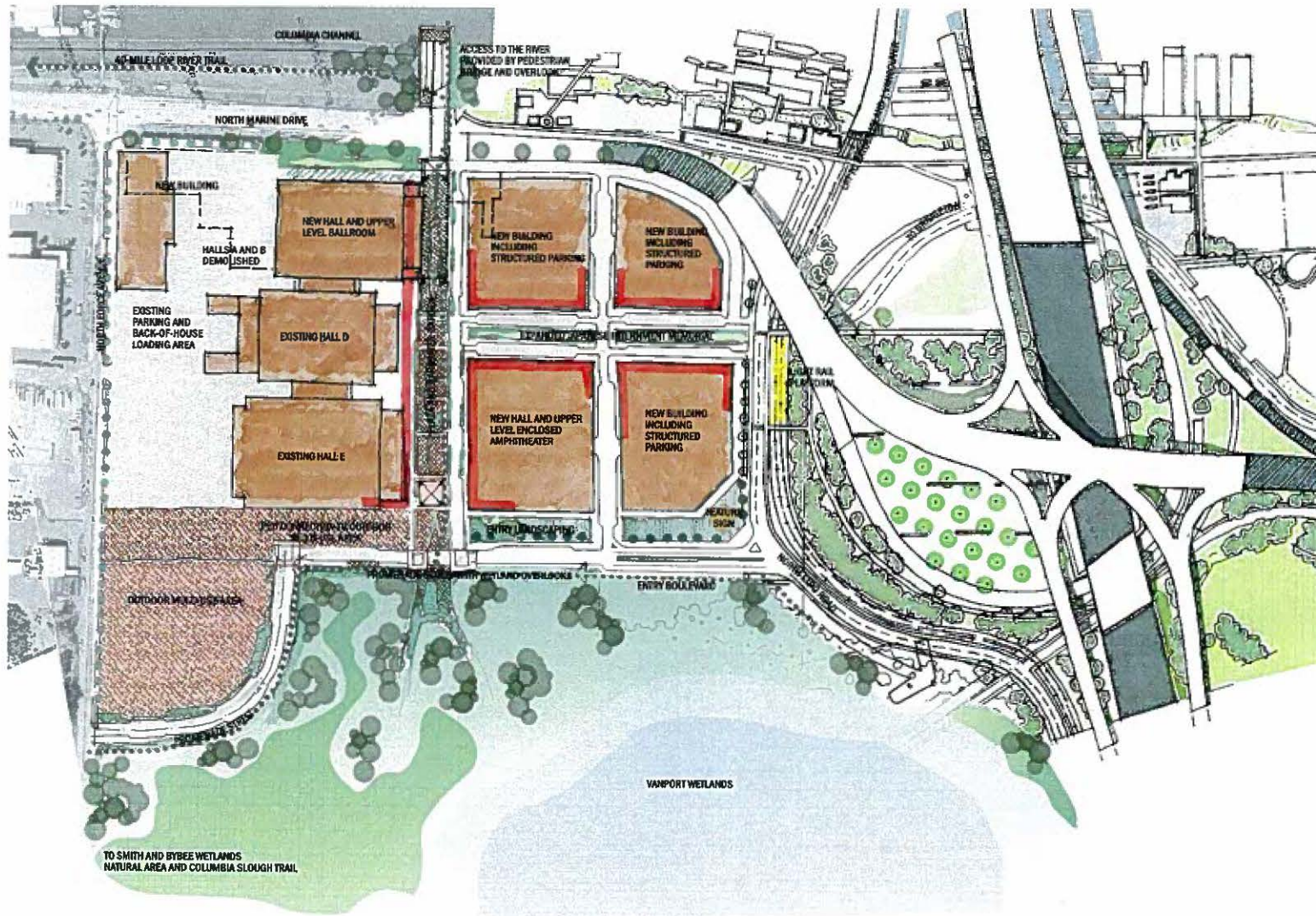




12.3  
CONNECTIONS  
JULY 21, 2009







**SERA** MERC EXPO URBAN DESIGN CONCEPT PLAN  
PROMENADE STREET ALIGNMENT: Option 5  
30 July 2009