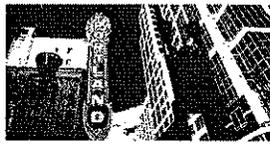
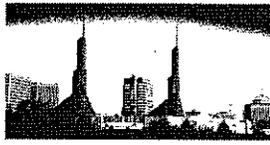

MERC Commission Meeting

February 8, 2011
1:30 pm

Oregon Convention Center
Meeting Room B 111-12



600 NE Grand Ave.
Portland, OR 97232
503-797-1780

www.oregonmetro.gov

Metro | *Exposition Recreation Commission*

Agenda

Meeting: Metro Exposition Recreation Commission Regular Meeting
 Date: Tuesday, February 8, 2011
 Time: 1:30 – 2:30 p.m.
 Place: Oregon Convention Center, Meeting Room B 111-12

CALL TO ORDER

1. **QUORUM CONFIRMED**
2. **COMMISSIONER / EX OFFICIO COMMUNICATIONS**
3. **MERC BUDGET COMMITTEE REPORT** Judie Hammerstad
4. **GENERAL MANAGER COMMUNICATIONS** Teri Dresler
 - 4.1 **December 2010 Financial Report**
5. **OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS**
6. **ACTION AGENDA**
 - 6.1 **Resolution 11-03** for the purpose of selecting Pioneer Masonry Restoration Company for the Arlene Schnitzer Concert Hall, "Exterior Façade Improvement Project" and authorizing the General Manager to execute a contract with Pioneer Masonry Restoration Company. Robyn Williams
 - 6.2 **Resolution 11-04** for the approval of the Expo Center Conditional Use Master Plan and authorizing staff to forward the plan to Metro Council for Council consideration and approval. Chris Bailey
7. **MERC VENUES BUSINESS REPORTS** Blosser/Williams/Bailey

ADJOURN

MERC Commission Meeting

February 8, 2011
1:30 pm

4.1 - December 2010
Financial Report

FISCAL YEAR 2010-2011 2ND QUARTER (OCT ~ DEC)

FINANCIAL INFORMATION

For Management Purposes only



**PORTLAND CENTER FOR
THE PERFORMING ARTS**

 A SERVICE OF METRO.

expo

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OREGON CONVENTION CENTER

 A SERVICE OF METRO.

merc
THE

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

 A SERVICE OF METRO.

Date: January 25, 2011

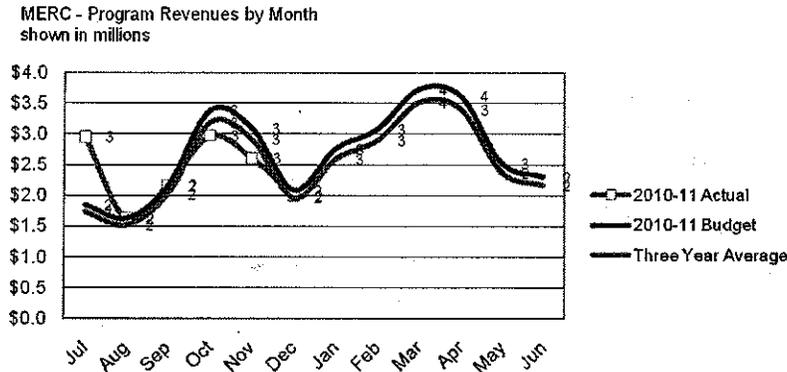
To:

Commissioner Elisa Dozono, Chair
Commissioner Ray Leary, Vice Chair
Commissioner Judie Hammerstad,
Secretary/Treasurer

Commissioner Chris Erickson
Commissioner Cynthia Haruyama
Commissioner Terry Goldman
Commissioner Karis Stoudamire-Phillips

From: Julia Fennell – Controller, and Cynthia Hill – Budget Manager

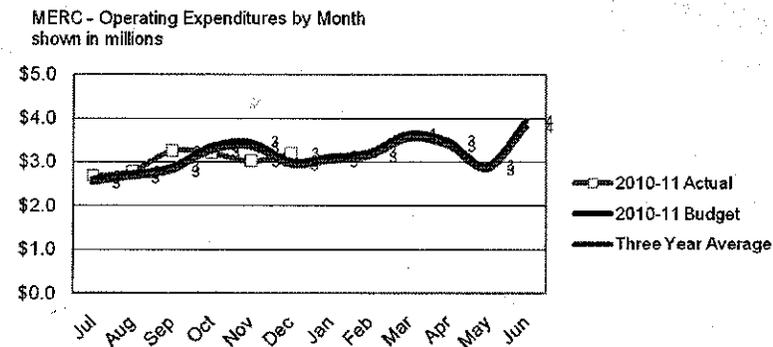
Re: MERC Financial Information for the 6 months ended December



Revenues for the Venues are trending close to budget however when compared to prior year, it appears to be slightly less. The Expo Center experienced a significant change in attendance with the discontinuance of the Catlin Gabel School Rummage Sale representing approximately 15,000 attendees and the suspension of the Adidas Fall Clearance Event representing approximately 14,000 attendees. The Adidas Event will return next year. Monthly revenues for the second quarter were down from prior year due to FY09-10 Super Computing event, which generated not only \$1.2 million at OCC but \$250,000 in revenue for PCPA via a catered event.

Overall MERC operating revenues are expected to end the year just over budget.

The tax allocation between OCC and PCPA was adjusted at the June 30, 2010, closing to reflect the requirement in the tax code requiring OCC to receive the greater of CPI or the increase in tax receipts. A slight CPI increase coupled with a decline in tax receipts, resulted in a shift of allocation toward OCC. PCPA's new allocation, lower by \$347,000 or 28 percent, becomes the new base, which will increase only by CPI each year.



MERC expenditures relate directly to venue event activity; a dip in attendance during second quarter compared to the prior year resulted in lower operating costs. Venues have been cutting expenditure budgets for the past three years, and make needed adjustments through the year as well. At the Oregon Convention Center, change out of equipment, including this year's light ballast retrofit, is an effort to contain utility costs even as rates are going up. MERC expenditures are expected to end the year well within budget.

FINANCIAL HIGHLIGHTS

REVENUE

OPERATING

- **MERC** overall revenue is better than prior year by 9% or \$1.2 million and less than budget by 3% or \$859 thousand. Food and Beverage (F&B) is better than budget by 5% or \$329 thousand and better than prior year by 5% or \$288 thousand.
- **Expo** overall revenue is less than prior year by 7% or \$84 thousand. The largest event of the 2nd quarter was America's Largest Christmas Bazaar generating approximately \$308 thousand. Prior year indicators suggest Expo's stronger months are ahead in the 3rd quarter.
- **OCC** is better than prior year by 11% or \$878 thousand and better than budget by 3% or \$491 thousand. The strong first quarter continues to support the positive event revenue results. During the second quarter of FY09-10, the highest revenue generating event was Super Computing earning approximately \$1.27 million, in the same period for the current year it took 5 events to earn the approximately \$1.29 million, the highest is Council on Social Work earning \$380 thousand.
- **PCPA** is better than prior year by 15% or \$483 thousand this is due to a strong 1st quarter increase in event revenue by approximately \$798 thousand. F&B is better than budget by 15% or \$217 thousand. In the second quarter of FY09-10 PCPA held the reception for the Super Computing event generating approximately \$249 thousand, in FY10-11 the highest event revenue was In the Heights for approximately \$162 thousand.

NON – OPERATING

- Transient Lodging Tax (TLT) is greater than prior year to date by 27.811% which equals \$861 thousand.

EXPENDITURES

OPERATING

- **MERC** overall expenditures are relatively flat compare to prior year and less than budget by 7% or \$1.2 million.
- **Expo** overall expenditures are less than prior year by 6% or \$90 thousand and less than budget by 15% or \$659 thousand. F&B expenditures are less than prior year by 4 % or 16 thousand and less than budget by 19% or \$285 thousand.
- **OCC** is greater than prior year by 3% or \$361 thousand and slightly higher than budget or \$1.2 thousand. F&B is higher than prior year by 3% which is approximately \$127 thousand.
- **PCPA** is less than prior year by 4% or \$188 thousand and budget by 4% or \$355 thousand. F&B is slightly less than prior year by 7% or \$56 thousand.

NON – OPERATING

- Expo has paid 77% or \$913 thousand of the budgeted Debt Service of \$1.188 million.
- MERC has paid Metro Support Service & Risk Management \$1.3 million of the budgeted amount of \$2.5 million or 53%.

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
All Departments
December 2010

	Current Month Actual	Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	December-10	December-10	December-09		December-10	50%
Operating						
Revenue	1,205,094	8,077,793	7,151,977	113%	18,481,869	44%
Revenue - Food and Beverage	795,767	6,252,358	5,964,079	105%	11,813,716	53%
Total Operating Revenue	2,000,861	14,330,152	13,116,055	109%	30,295,585	47%
Costs - Food and Beverage	719,402	5,141,618	5,087,182	101%	9,422,641	55%
Personal Services	1,617,827	8,647,240	8,326,929	104%	17,989,676	48%
Goods & Services	638,728	3,057,499	3,369,856	91%	8,218,095	37%
Marketing	218,280	1,309,680	1,334,681	98%	3,037,090	43%
Total Operating Expenses	3,194,237	18,156,036	18,118,648	100%	38,667,502	47%
Net Operating Results Inc (Dec)	(1,193,376)	(3,825,885)	(5,002,593)	76%	(8,371,917)	46%
Non Operating						
Transient, Lodging Tax	1,261,804	3,955,157	3,094,573	128%	10,558,553	37%
Government Support City of Portland	-	-	-	-	756,907	0%
Non-Operating Revenue	10,976	65,367	103,107	63%	294,773	22%
Non-Operating Expense	-	-	2,503	0%	2,500	0%
	1,272,780	4,020,524	3,195,177	126%	11,607,733	35%
Support and Risk Management						
MERC Administration	0	-	-	-	-	-
Metro Support Services	166,099	996,594	1,013,826	98%	1,993,186	50%
Metro Risk Management	-	332,878	325,716	102%	499,311	67%
	166,099	1,329,472	1,339,542	99%	2,492,497	53%
Net Increase (Decrease)	(86,695)	(1,134,833)	(3,146,958)	36%	743,319	-153%
Transfers						
Transfers from	-	-	-	-	-	-
Debt Service	-	913,316	1,039,936	88%	1,189,132	77%
Net Transfers	-	913,316	1,039,936	88%	1,189,132	77%
Net Operations	(86,695)	(2,048,149)	(4,186,895)	124%	(445,813)	459%
	0	-	-	-	-	-
Capital						
Capital Outlay	266,184	1,040,130	661,837	157%	5,199,105	20%
Goods & Services	-	-	-	-	-	-
Non-Operating Revenue	-	29,324	2,218,425	1%	1,094,592	3%
Transfers from	-	-	-	-	475,000	0%
Net Capital	(266,184)	(1,010,806)	1,556,588	-65%	(3,629,513)	28%
Fund Balance Inc (Dec)	(352,880)	(3,058,955)	(2,630,306)	116%	(4,075,326)	75%
Food and Beverage Gross Margin	1,515,169	11,393,976	11,051,260		21,236,357	54%
Food and Beverage Gross Margin	9.6%	17.8%	14.7%		20.2%	
Full Time Employees					190.0	
Excise Tax	0	(610,142)	(656,984)			
Taxes as percent of revenue	39%	22%	19%		26%	
Fund Balance						
Beginning Fund Balance		27,089,539	26,619,236		27,089,539	
Fund Balance Inc (Dec)		(3,058,955)	(2,630,306)		(4,075,326)	
Ending Fund Balance		24,030,584	23,988,930		23,014,213	
Unrestricted Fund Balance					15,547,386	
Contingency					1,913,463	
Contingency for Renewal & Replacement					270,000	
Designated for Renewal & Replacement					1,785,000	
Designated for Phase 3					1,237,232	
Contingency for HQH					-	
Contingency for HQH (PERS Rsvr - Prior)					-	
Designated for PERS Reserve - Current					360,277	
Designated for PERS Reserve - Prior					1,631,545	
Restricted by Contract - Aramark					-	
Restricted by Agreement - TLT					269,310	
Ending Fund Balance					23,014,213	
Strategic Goal						
Available for Strategy Goal					14,929,886	
Excess (Gap)					17,730,849	
					2,800,963	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Exposition Center
December 2010

	Current Month Actual December-10	Current Year to Date Actual December-10	Prior Year to Date Actual December-09	% of Prior Year	2010-11 Adopted Budget December-10	% of Annual Budget 50%
Operating						
Revenue	186,400	1,443,259	1,527,625	94%	3,766,945	38%
Revenue - Food and Beverage	67,284	444,995	502,214	89%	1,934,927	23%
Total Operating Revenue	253,684	1,888,254	2,029,838	93%	5,701,872	33%
Costs - Food and Beverage	95,126	453,246	469,792	96%	1,473,430	31%
Personal Services	107,600	678,607	690,178	98%	1,501,164	45%
Goods & Services	93,165	418,013	480,197	87%	1,430,635	29%
Total Operating Expenses	295,890	1,549,866	1,640,167	94%	4,405,229	35%
Net Operating Results Inc (Dec)	(42,206)	338,388	389,671	87%	1,296,643	26%
Non Operating						
Non-Operating Revenue	1,896	10,159	9,787	104%	53,932	19%
Non-Operating Expense	-	-	-	-	-	-
	1,896	10,159	9,787	104%	53,932	19%
Support and Risk Management						
MERC Administration	20,315	121,887	152,354	80%	243,775	50%
Metro Support Services	14,949	89,694	101,382	88%	179,387	50%
Metro Risk Management	-	50,026	47,163	106%	75,038	67%
	35,264	261,607	300,899	87%	498,200	53%
Net Increase (Decrease)	(75,574)	86,940	98,560	88%	852,375	10%
Transfers						
Transfers from	-	-	-	-	-	-
Debt Service	-	913,316	900,316	101%	1,189,132	77%
Net Transfers	-	913,316	900,316	101%	1,189,132	77%
Net Operations	(75,574)	(826,376)	(801,756)	103%	(336,757)	245%
Capital						
Capital Outlay Expense	73,604	181,179	58,146	312%	492,000	37%
Non-Operating Revenue	-	-	325,000	0%	-	-
Net Capital	(73,604)	(181,179)	266,854	-68%	(492,000)	37%
Fund Balance Inc (Dec)	(149,177)	(1,007,555)	(534,902)	188%	(828,757)	122%
Food and Beverage Gross Margin	162,411	898,241	972,005		3,408,357	26%
Food and Beverage Gross Margin %	-41.4%	-1.9%	6.5%		23.9%	
Full Time Employees					13.3	
Excise Tax	-	(90,235)	(146,879)		-	
Fund Balance						
Beginning Fund Balance		5,644,984	5,745,316		5,644,984	
Fund Balance Inc (Dec)		(1,007,555)	(534,902)		(828,757)	
Ending Fund Balance		4,637,429	5,210,414		4,816,227	
Unrestricted Fund Balance					3,070,720	
Contingency					250,000	
Contingency for Renewal & Replacement					20,000	
Designated for Renewal & Replacement					60,000	
Designated for Phase 3					1,237,232	
Contingency for HQH (PERS Rsvr - Prior)					-	
Designated for PERS Reserve - Current					30,056	
Designated for PERS Reserve - Prior					148,219	
Ending Fund Balance					4,816,227	
Strategic Goal (6 mo, debt)						
Available for Strategy Goal					3,391,747	
Excess (Gap)					3,340,720	
					(51,027)	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Oregon Convention Center
December 2010

	Current Month Actual	Excluding HQH Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	December-10	December-10	December-09		December-10	50%
Operating						
Revenue	436,691	3,815,026	3,350,324	114%	7,900,301	48%
Revenue - Food and Beverage	537,681	4,854,503	4,441,620	109%	8,412,150	58%
Total Operating Revenue	974,372	8,669,529	7,791,944	111%	16,312,451	53%
Costs - Food and Beverage	477,626	3,885,630	3,758,301	103%	6,679,602	58%
Personal Services	822,406	4,392,539	4,215,614	104%	8,923,956	49%
Goods & Services	393,412	1,630,086	1,548,138	105%	3,736,343	44%
Marketing POVA	218,280	1,309,680	1,334,681	98%	3,037,090	43%
Total Operating Expenses	1,911,724	11,217,935	10,856,734	103%	22,376,991	50%
Net Operating Results Inc (Dec)	(937,352)	(2,548,405)	(3,064,790)	83%	(6,064,540)	42%
Non Operating						
Transient, Lodging Tax	1,127,275	3,533,475	2,645,279	134%	8,700,202	41%
Non-Operating Revenue	4,144	20,616	46,367	44%	99,351	21%
Non-Operating Expense	-	-	3	0%	-	-
	1,131,419	3,554,091	2,691,643	132%	8,799,553	40%
Support and Risk Management						
MERC Administration	126,402	758,411	822,711	92%	1,516,822	50%
Metro Support Services	93,015	558,090	547,464	102%	1,116,184	50%
Metro Risk Management	-	189,082	183,356	103%	283,621	67%
	219,417	1,505,583	1,553,531	97%	2,916,627	52%
Net Increase (Decrease)	(25,349)	(499,897)	(1,926,678)	26%	(181,614)	275%
Transfers						
Transfers from	-	-	-	-	-	-
Debt Service	-	-	139,620	0%	-	-
Net Transfers	-	-	139,620	0%	-	-
Net Operations	(25,349)	(499,897)	(2,066,298)	-76%	(181,614)	275%
Capital						
Capital Outlay Expense	191,602	681,407	294,464	231%	3,638,105	19%
Non-Operating Revenue	-	-	1,351,500	0%	626,291	0%
Transfers from	-	-	-	-	475,000	0%
Net Capital	(191,602)	(681,407)	1,057,036	-64%	(2,536,814)	27%
Fund Balance Inc (Dec)	(216,951)	(1,181,305)	(1,009,263)	117%	(2,718,428)	43%
Food and Beverage Gross Margin	1,015,307	8,740,133	8,199,922		15,091,752	58%
Food and Beverage Gross Margin %	11.2%	20.0%	15.4%		20.6%	
Full Time Employees					110.3	
Excise Tax	-	(519,907)	(509,509)		-	
Taxes as percent of revenue	54%	29%	25%		35%	
Fund Balance						
Beginning Fund Balance		11,426,052	10,870,137		11,426,052	
Fund Balance Inc (Dec)		(1,181,305)	(1,009,263)		(2,718,428)	
Fund Balance Inc (Dec) for HQH		-	(4,750)		-	
Ending Fund Balance		10,244,747	9,856,124		8,707,624	
Unrestricted Fund Balance					5,378,811	
Contingency					1,066,623	
Contingency for Renewal & Replacement					250,000	
Designated for Renewal & Replacement					725,000	
Contingency for HQH					-	
Contingency for HQH (PERS Rsvr - Prior)					-	
Designated for PERS Reserve - Current					182,678	
Designated for PERS Reserve - Prior					835,202	
Restricted by Contract - Aramark					-	
Restricted by Agreement - TLT					269,310	
Ending Fund Balance					8,707,624	
Strategic Goal (3 mo)						
Available for Strategy Goal					5,594,248	
Excess (Gap)					6,695,434	
					1,101,186	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
Portland Center for the Performing Arts
December 2010

	Current Month Actual	Current Year to Date Actual	Prior Year to Date Actual	% of Prior Year	2010-11 Adopted Budget	% of Annual Budget
	December-10	December-10	December-09		December-10	50%
Operating						
Revenue	579,853	2,813,985	2,263,792	124%	6,781,123	41%
Revenue - Food and Beverage	190,801	952,860	1,020,245	93%	1,466,639	65%
Total Operating Revenue	770,654	3,766,845	3,284,037	115%	8,247,762	46%
Costs - Food and Beverage	146,650	802,743	859,088	93%	1,269,609	63%
Personal Services	507,408	2,621,028	2,481,541	106%	5,606,405	47%
Goods & Services	129,029	844,317	1,115,136	76%	2,345,518	36%
Total Operating Expenses	783,087	4,268,088	4,455,766	96%	9,221,532	46%
Net Operating Results Inc (Dec)	(12,433)	(501,243)	(1,171,729)	43%	(973,770)	51%
Non Operating						
Transient, Lodging Tax	134,528	421,682	449,294	94%	1,858,351	23%
Government Support City of Portland	-	-	-	-	756,907	0%
Non-Operating Revenue	4,601	30,210	32,982	92%	117,851	26%
Non-Operating Expense	-	-	2,500	0%	2,500	0%
	139,129	451,892	479,775	94%	2,730,609	17%
Support and Risk Management						
MERC Administration	79,001	474,007	548,474	86%	948,014	50%
Metro Support Services	58,135	348,810	364,980	96%	697,615	50%
Metro Risk Management	-	93,770	95,197	99%	140,652	67%
	137,136	916,587	1,008,651	91%	1,786,281	51%
Net Increase (Decrease)	(10,440)	(965,937)	(1,700,604)	57%	(29,442)	3281%
Transfers						
Transfers from	-	-	-	-	-	-
Net Transfers	-	-	-	-	-	-
Net Operations	(10,440)	(965,937)	(1,700,604)	57%	(29,442)	3281%
Capital						
Revenue	-	-	-	-	-	-
Capital Outlay Expense	979	177,544	208,558	85%	967,000	18%
Construction Management Expense	-	-	-	-	-	-
Goods & Services Expense	-	-	-	-	-	-
Non-Operating Revenue	-	29,324	541,925	5%	468,301	6%
Non-Operating Expense	-	-	-	-	-	-
Intrafund Transfers	-	-	-	-	-	-
Transfers to	-	-	-	-	-	-
Transfers from	-	-	-	-	-	-
Net Capital	(979)	(148,220)	333,367	-44%	(498,699)	30%
Fund Balance Inc (Dec)	(11,419)	(1,114,157)	(1,367,237)	81%	(528,141)	211%
Food and Beverage Gross Margin	337,451	1,755,603	1,879,333		2,736,248	64%
Food and Beverage Gross Margin %	23.1%	15.8%	15.8%		13.4%	
Full Time Employees					46.4	
Taxes as percent of revenue	15%	10%	12%		18%	
Fund Balance						
Beginning Fund Balance		9,016,013	9,045,395		9,016,013	
Fund Balance Inc (Dec)		(1,114,157)	(1,367,237)		(528,141)	
Ending Fund Balance		7,901,856	7,678,158		8,487,872	
Unrestricted Fund Balance					6,399,998	
Contingency					471,840	
Contingency for Renewal & Replacement					-	
Designated for Renewal & Replacement					1,000,000	
Contingency for HQH (PERS Rsvr)					-	
Designated for PERS Reserve - Current					105,401	
Designated for PERS Reserve - Prior					510,633	
Ending Fund Balance					8,487,872	
Strategic Goal (6 mo)						
Available for Strategy Goal					4,612,016	
Excess (Gap)					6,871,838	
					2,259,822	

Metropolitan Exposition-Recreation Commission
MERC Statement of Activity with Annual Budget
MERC Administration
December 2010

	Current Month Actual December-10	Current Year to Date Actual December-10	Prior Year to Date Actual December-09	% of Prior Year	2010-11 Adopted Budget December-10	% of Annual Budget 50%
Operating						
Revenue	2,150	5,523	10,236	54%	33,500	16%
Personal Services	180,413	955,065	939,597	102%	1,958,151	49%
Goods & Services	23,122	165,083	221,634	74%	705,599	23%
Net Operating Results Inc (Dec)	(201,385)	(1,114,625)	(1,150,995)	97%	(2,630,250)	42%
Non Operating						
Non-Operating Revenue	336	4,382	13,971	31%	23,639	19%
Non-Operating Expense	-	-	-	-	-	-
	336	4,382	13,971	31%	23,639	19%
Support and Risk Management						
MERC Administration	225,718	1,354,305	1,523,538	89%	2,708,611	50%
	225,718	1,354,305	1,523,538	89%	2,708,611	50%
Net Increase (Decrease)	24,668	244,062	386,514	63%	102,000	239%
Transfers						
Net Transfers						
Net Operations	24,668	244,062	386,514	63%	102,000	239%
Capital						
Capital Outlay Expense	-	-	100,669	0%	102,000	0%
Non-Operating Revenue	-	-	-	-	-	-
Net Capital	-	-	(100,669)	0%	(102,000)	0%
Fund Balance Inc (Dec)	24,668	244,062	285,845	85%	-	-
Full Time Employees Excise Tax	-	-	(595)	-	20.0	-
Fund Balance						
Beginning Fund Balance	-	1,002,490	958,388	-	1,002,490	-
Fund Balance Inc (Dec)	-	244,062	285,845	-	-	-
Ending Fund Balance	-	1,246,552	1,244,233	-	1,002,490	-
Unrestricted Fund Balance	-	-	-	-	697,857	-
Contingency	-	-	-	-	125,000	-
Contingency for HQH (PERS Rsvr - Prior)	-	-	-	-	-	-
Designated for PERS Reserve - Current	-	-	-	-	42,142	-
Designated for PERS Reserve - Prior	-	-	-	-	137,491	-
Ending Fund Balance	-	-	-	-	1,002,490	-
Strategic Goal (6 mo)						
Available for Strategy Goal	-	-	-	-	1,331,875	-
Excess (Gap)	-	-	-	-	822,857	(509,018)

MERC Commission Meeting

February 8, 2011
1:30 pm

6.0 - Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 11-03

For the purpose of selecting Pioneer Masonry Restoration Company for the Arlene Schnitzer Concert Hall, "Exterior Façade Improvement Project" and authorizing the General Manager to execute a contract with Pioneer Masonry Restoration Company.

WHEREAS, the Portland Center for the Performing Arts must repair and restore the cast stone façade on the west and south exterior of the Arlene Schnitzer Concert Hall; and

WHEREAS, Section 4(D)(1)(a) of the Metropolitan Exposition Recreation Commission's ("the Commission") Contracting and Purchasing Rules, delegates authority to the General Manager to prepare and approve Request for Bids (RFB) documents and to solicit bids; and

WHEREAS, Section 4(D)(1)(c) of the Commission's Contracting and Purchasing Rules, requires the Commission to select the lowest responsive and responsible bidder, approve the contract award, and approve the written contract by resolution; and

WHEREAS, MERC staff has evaluated the bids, and Pioneer Masonry Restoration Company is the lowest responsive and responsible bidder.

BE IT THEREFORE RESOLVED as follows:

1. The Commission selects Pioneer Masonry Restoration Company as the lowest responsive and responsible bidder in response to the Request for Bids for the Portland Center for the Performing Arts – Arlene Schnitzer Concert Hall Exterior Façade Improvement Project.
2. The Commission approves the contract with Pioneer Masonry Restoration Company in the form substantially similar to the attached Exhibit A and authorizes the General Manager to execute the contract on behalf of the Commission.

Passed by the Commission on February 8, 2011.

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: Approval of the contract award and written contract with Pioneer Masonry Restoration Company for the Portland Center for the Performing Arts, "Arlene Schnitzer Concert Hall Façade Improvement Project".

Resolution No: 11-03

Date: February 8, 2011

Presented by: Robyn Williams

BACKGROUND: In 1984 the Arlene Schnitzer Concert Hall underwent a major renovation and rehabilitation of the building. While the rehabilitation of the Arlene Schnitzer Concert Hall included some exterior masonry repair, some of the work envisioned during the project was omitted due to budget constraints. Because of recent appearance and safety concerns a thorough inspection and assessment of the exterior façade was completed in 2010. As a part of the assessment an architect was consulted to develop scope of work for any immediate, short term and long term building rehabilitation needs in order to preserve the façade and address all safety concerns. Due to the significant nature of the façade deterioration it was recommended to fix the immediate concerns as soon as possible while creating an on going work plan for the short term and long term needed facade repairs.

MERC Staff prepared and issued Bid Documents and a Request for Bids that included a detailed scope of work as provided by the architect that included immediate rehabilitation needs including but not limited to the following facade repair: *Replace south frieze cast stone, replace top of south balcony panels, patching at jamb and angle panels, clean and seal coat all balcony tops, repair lobby arch jambs and sills, repair cartouche at south end, repair the east and west entry pediment, repair the east entry at Broadway and 2nd floor exit balcony.*

The RFB was issued in accordance with MERC's Purchasing and Contracting Rules and in compliance with Metro Policy and any and all state (ORS) requirements. The RFB was published in the Oregonian, Daily Journal of Commerce and Contracts and Careers (which is a minority publication that would target potential MWESB contractors capable of performing this work). On December 14, 2010, seven bids were received and ranged from \$167,000 to \$444,763. The bids received appeared to be from both general contractors and specialty restoration contractors. Due to the significant bid range, staff conducted a low bidder interview with the apparent low bidder. In attendance were; the Metro Procurement Manager, Construction/Capital Projects Manager, the Architect who developed the specifications and Pioneer Masonry Restoration Company (the apparent low bidder). It was determined in the interview process that the apparent low bidder had bid all of the scope of work per the specifications and furthermore staff recommended Pioneer Masonry Restoration Company be considered the lowest responsive and responsible bidder with the bid as submitted in the amount of \$167,000.

MERC staff included in the bid documents an aspirational M/W/ESB goal for participation in this project of 15% as well as an additional 10% aspirational FOTA contractor participation goal. One of the bids received was from a certified ESB, in the amount of \$444,763, which was also the highest bid received. None of the other companies that submitted bids included any M/W/ESB or FOTA participation as the job did not require subcontractors outside of the bidding company.

FISCAL IMPACT: The FY2010-11 adopted budget includes \$170,000 appropriation for the PCPA – Arlene Schnitzer Concert Hall Exterior Façade Improvement Project.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No.11-03, approve the contract award and written contract (attached hereto) with Pioneer Masonry Restoration Company, for the amount of One hundred, sixty-seven thousand & 00/100 dollars (\$167,000) for the immediate façade rehabilitation work at the Arlene Schnitzer Concert Hall as detailed in the RFB.

Standard Public Contract

For Public Contracts Greater than \$50,000

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and **Pioneer Masonry Restoration Company, Inc - CCB #66190**, whose address is **1100 NW 54th St, Seattle, WA 98127** hereinafter referred to as the "CONTRACTOR." Work is to be take place at the Portland Center for the Performing Arts - Arlene Schnitzer Concert Hall, located at 1037 SW Broadway, Portland, OR 97205.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I TERM OF CONTRACT

The term of this Contract shall be for the period commencing **February 15, 2011** through and including, **December 31, 2012**, with substantial completion by, November 1, 2012, unless terminated or extended as provided in this Contract.

ARTICLE II CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work, in an amount not to exceed (**written amount**) **One Hundred Sixty-Seven Thousand Dollars and No /100 (\$167,000.00)** as follows:

Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S Invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. As per Article VII of this document, Contractor's invoice must breakout and withhold retainage as obligated by Public Contracting Code, and submit certified payroll with their invoice as per Prevailing Wage Requirement Law. MERC will pay Contractor within 30 days of receipt of an approved invoice.

ARTICLE III SCOPE OF WORK

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

CONTRACTOR is to provide all labor, materials, tools, equipment, and services necessary, for repair and replacement of the Arlene Schnitzer Concert Hall south and west exterior façade. Scope of Work is as specified in the "Portland Center for the Performing Arts - Arlene Schnitzer Concert Hall - Exterior Façade Improvement Project - Request for Bids" documents dated November 19, 2010, and hereto attached as "Attachment A".

Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, and every other item and service necessary to perform the work described in the contract documents. Contractor

may be subject to liquidated damages if work not in compliance with Request for Bids Documents as referenced above, and Contract Agreement. **All work on this contract is subject to Prevailing Wage Rates.**

Additional Requirements:

CONTRACTOR must provide to MERC:

- **A Current W-9**
- **A copy of Contractor's Certificate of Insurance as specified in Article VI below**
- **A written Workplace Safety Program and Drug Policy prior to start of work**
- **A written Work Schedule to be approved by Owner 48 hours prior to start of work. Work must be performed without causing any disruptions to scheduled events. Owner will make every effort to keep construction areas off limits to the public to accommodate the Contractor's Work Plan.**

Contractor must coordinate all work with MERC Project Manager.

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. . Contractor shall bring the Work to **substantial completion no later than November 1, 2012, or at such date as may be extended by Change Order approved by Contractor and Owner.** By executing this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

Owner will coordinate with Contractor regarding the dates and approximate shifts that are available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the Work being conducted simultaneously with the event. **Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. It is not anticipated however, that the net number of days available to the Contractor as indicated on the schedule included as part of these documents will be lessened. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly.** Due to the nature of the Public Events Facility industry, it will be necessary for the Contractor to work closely with the Project Manager and applicable building staff to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner Staff the necessary time to perform event or non-event related functions. Contractor shall be liable to incur liquidated damages if not substantially complete by November, 2011 unless extended by a Change Order approved by Contractor and Owner. Liquidated damages shall be assessed at no less than One hundred dollars (\$100.00) per day.

ARTICLE IV LIABILITY AND INDEMNITY

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

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination.

MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR. Contractor may be liable for liquidated damages.

ARTICLE VI INSURANCE

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

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, Metro, and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, Metro and their elected and appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

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

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

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

ARTICLE VII PUBLIC CONTRACTS

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

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Contract including, but not limited to, ORS 279B.220 to 279B.235.

For this Public Works project subject to ORS 279C.800 to 279C.870, the contractor shall pay Prevailing Wage Rates as per the *Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective January 1, 2011"*, pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, if the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in

accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract.

Contractor is required to Submit Certified Payroll Reports each month to MERC as Contracting Public Agency to: MERC–Construction/Capital Projects Dept–Att: Renee, 777 NE MLK Jr Blvd Portland, OR 97232; as well as to BOLI. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
2. For public improvements, a Labor & Material Bond and a Performance Bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
3. Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code§ 2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities. Metro and MERC have a compelling government interest to ensure that their contracts provide fair and equal employment opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. **Therefore, MERC aspires to utilize 15% (by dollar value) MBE/WBE/ESB subcontractor participation on this project.** Accordingly, the prime contractor is required to submit proof showing that Good Faith Effort has been made to contract with MBE/WBE/ESB subcontractors. **Additionally, MERC aspires to utilize 10% (by dollar value) of subcontractors within the First Opportunity Target Area (FOTA).** Contractor shall submit an MWESB/FOTA report along with certified payroll for compliance.

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

ARTICLE VIII QUALITY OF GOODS AND SERVICES

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

CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE IX OWNERSHIP OF DOCUMENTS

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

ARTICLE X SUBCONTRACTORS

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

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

ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

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

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

ARTICLE XII SAFETY

If services of any nature are to be performed pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times

ARTICLE XIII INTEGRATION OF CONTRACT DOCUMENTS

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

ARTICLE XIV
JURISDICTION

This Contract was entered into in the State of Oregon. This Contract will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

ARTICLE XV
SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

ARTICLE XVI
BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

ARTICLE XVII
COMPLIANCE

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

ARTICLE XVIII
COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original

ARTICLE XIX
DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To: Commission Robyn Williams, Executive Director, Portland Center for the Performing Arts
Heather Peck, Division Manager, MERC - Construction/Capital Projects
777 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97232

To: Contractor Pioneer Masonry Restoration Company, Inc.
PO Box 70110
Seattle, WA 98127

ARTICLE XX
ASSIGNMENT

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

CONTRACTOR

Signature: _____
Printed Name _____
Date: _____
Title: _____
Company: Pioneer Masonry Restoration Co, Inc
Address 1100 NW 54th St
Seattle, WA 98127
Telephone: 206-782-4331
Tax I.D. or SS#: _____
CCB 66190

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

Signature: _____
Printed Name Teri Dresler
Date: _____
Title: General Manager
Signature: _____
Printed Name Robyn Williams
Date: _____
Title: Executive Director - PCPA
Project Manager: Heather Peck
Division: Construction/Capital Projects
Telephone: 503-731-77846

Copy 1 - MERC Contracts

Copy 2 - Facility

Copy 3 - Contractor

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 11-04

Approval of the Expo Center Conditional Use Master Plan and authorizing staff to forward the plan to Metro Council for their consideration and approval.

WHEREAS, in 2000, the City of Portland conditioned the construction of Hall D Land Use Review decision to include applying for a Conditional Use Master Plan;

WHEREAS, an Expo Center Conditional Use Master Plan was approved by the City of Portland in June 2001 and it will expire in June 2011;

WHEREAS, the Commission authorized Shields Oblatz Johnson, Inc. to conduct Expo Center Conditional Use Master Plan consulting services and submit a Land Use Review Application in accordance with requirements established by the City of Portland, Bureau of Development Services;

WHEREAS, it is in the best interests of the Commission to have an approved Conditional Use Master Plan prior to the expiration of the current plan.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition-Recreation Commission:

1. Approves the Expo Center Conditional Use Master Plan and authorizes staff to forward the plan to Metro Council for their consideration and approval.

Passed by the Commission on February 8, 2011.

Chair

Secretary/Treasurer

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

By: _____
Nathan A. Schwartz, Senior Attorney

MERC Staff Report

Agenda Item/Issue: Approval of the Expo Center Conditional Use Master Plan and authorizing staff to forward the plan to Metro Council for their consideration and approval.

Resolution No.: 11-04

Date: February 8, 2011

Presented by: Chris Bailey

Background and Analysis: Resolution 10-12 authorized Shields Oblatz Johnsen Inc., to conduct Expo Center Conditional Use Master Plan (CUMP) consulting services and submit a Land Use Review Application in accordance with requirements established by the City of Portland, Bureau of Development Services.

The Expo's current CUMP was required by the City as a condition in approving the construction of Hall D. The first CUMP was approved in June 2001 and expires in June 2011 and an update is needed to guide the Expo Center for the next ten years.

A Pre-Application conference with the City of Portland was held on September 9, 2010. Affected City Bureaus have indicated that a "refresh" of the previously approved CUMP is appropriate given that there are no major changes anticipated to the amount of development in the next 10 years compared to the current plan. The City has indicated that transportation and storm water management are the elements requiring additional information and updated proposals.

The most significant City policy change since 2001 are the new requirements regarding stormwater management associated with new development. Upgrades will not be required for current facilities. New storm water facilities such as a rain-water garden street, green roof or swales are proposed with future development in order to better manage and treat stormwater run-off on-site.

An updated transportation management plan evaluation has been required by the City to address future access, congestion, parking and transportation management plans. The study by our transportation consultants Kittelson and Associates indicates that the current transportation demand management plan is working effectively at Expo to address impacts, especially those occurring at peak event times, and that expected future impacts will not change significantly. The Expo will continue to proactively encourage transit ridership to events and participate with CRC and the City of Portland on continued transportation planning for the area.

In order to ensure that the new plan successfully completes the land use review process in a timely manner, staff were authorized by Metro's Chief Operating Officer Michael Jordan on December 20, 2010 to submit the plan to the City in January to begin a "completeness check" review by City staff. Upon being deemed complete, City staff will evaluate the application for conformance with approval criteria. A staff recommendation will then be presented to the City Hearings Officer for decision making. A public hearing will be held and public testimony will be received prior to the Hearings Officer decision. Assuming no substantive problems with the application and general support from community stakeholders, we anticipate that the final decision be rendered by the City prior to the June 2011 expiration of the current CUMP.

Fiscal Impact: There is no fiscal impact associated with approval of this resolution.

Attachments to Resolution and/or Staff Report: Copy of the Conditional Use Master Plan provided separately.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission adopt Resolution 11-04 approving the Expo Center Conditional Use Master Plan and authorize staff to forward the plan to Metro Council for their consideration and approval.

MERC Commission Meeting

February 8, 2011
1:30 pm

7.0 - Venue Business
Reports

OCC Event Analysis Monthly Revenue December 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Type	Event Rank	Event Type	Event Chg	Event Indicator	Secord	Event Date	Event Day	Event In/Dn	Event Blat	Event Exhbit	OCC Actual Subject	OCC Actual Sponsors	OCC Actual Parking	OCC Actual Reg. Fee	OCC Actual AX (Bldg)	OCC Actual Utilities	OCC Actual Phone	OCC Actual Books	OCC Actual Gift	OCC Actual Misc	OCC Actual Labor	OCC Actual Total
Plumbers & Steamfitters Local 290 - Holiday Party	12/06/09	400	Repeat	Repeat	Reception	Meeting	Local	12,800	1	0	0	0	0	\$0	\$1,994	\$0	\$275	\$240	\$0	\$0	\$0	\$1,800	\$3,200	\$504	\$8,022
BOLI - 25th Annual Conference for Employers	12/09/09	636	Repeat	Repeat	Annual Convention/Conference	Meeting	State	34,659	2	1	0	0	0	\$0	\$31,922	\$280	\$0	\$2,772	\$481	\$0	\$3,996	\$5,640	\$0	\$0	\$46,091
SDR presents Stephen Krashan	12/09/09	215	New	New	Meeting/Seminar	Meeting	Local	4,700	1	0	0	0	0	\$0	\$1,202	\$0	\$105	\$175	\$0	\$0	\$1,008	\$1,200	\$0	\$0	\$3,630
SN and Snowboard Mecca Sale	12/11/09	1,000	Repeat	Repeat	Consumer/Public Show	Consumer Public	Local	184,848	3	2	0	0	0	\$0	\$815	\$0	\$892	\$70	\$286	\$450	\$0	\$278	\$5,000	\$0	\$11,798
In-House SDR Lounge (public hours)	12/09/09	1	Accounting/Non-Event	Miscellaneous	In-house	In-house	Local	0	3	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Client Tasting - MLK Jr. Prayer Breakfast	12/10/09	8	In-house	In-house	Tasting	In-house	Local	0	1	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Oregon Auto Dealers Association - Fundraising Breakfast 2009	12/10/09	7	Repeat	Repeat	Fundraiser	Meeting	State	1,377	1	0	0	0	0	\$0	\$73	\$40	\$15	\$0	\$0	\$1,000	\$0	\$0	\$0	\$0	\$1,134
Oregon Law Institute - Valuable Perspective: A Day with the Oregon Supreme Court	12/10/09	125	Repeat	Repeat	Meeting/Seminar	Meeting	State	3,951	1	0	0	0	0	\$0	\$1,036	\$72	\$0	\$180	\$0	\$0	\$350	\$925	\$0	\$0	\$2,593
Oregon Chapter of the American Planning Association: Legal Issues & Ethics for Planners	12/11/09	179	New	New	Meeting/Seminar	Meeting	State	3,204	1	0	0	0	0	\$0	\$873	\$0	\$0	\$592	\$0	\$0	\$530	\$840	\$0	\$0	\$3,025
Oregon State Bar - Constitutional Law 2009 Seminar	12/11/09	90	Repeat	Repeat	Meeting/Seminar	Meeting	Local	4,861	1	0	0	0	0	\$0	\$1,844	\$32	\$0	\$288	\$0	\$0	\$774	\$1,195	\$0	\$0	\$4,133
NALC Branch 82 Steward Banquet	12/12/09	106	Repeat	Repeat	Dinner	Food & Beverage/Catering	Local	5,156	1	0	0	0	0	\$0	\$5,040	\$366	\$0	\$225	\$79	\$0	\$0	\$0	\$0	\$100	\$6,991
Wendelland Super Colossal Holiday Sale 2009	12/13/09	7,500	Repeat	Repeat	Arts and Crafts	Consumer Public	Local	122,000	1	1	0	0	0	\$0	\$9,617	\$0	\$248	\$40	\$1,106	\$0	\$550	\$4,230	\$304	\$0	\$15,994
Western States Chiopracetic College Commencement	12/12/09	800	New	New	Graduation	Meeting	Local	17,906	1	0	0	0	0	\$0	\$8,404	\$540	\$71	\$925	\$158	\$0	\$165	\$3,400	\$324	\$0	\$19,667

PCPA MONTHLY ANALYSIS

DECEMBER 2010

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/LOAD-OUT DARK DAYS	NO. OF PERFORMANCES	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & REV.	GROSS REVENUE EARNED
KELLER	11/18 to 12/5	Singing Christmas Tree	Singing Christmas Tree	11	10	20,350	19,018	70%	\$688,044	\$29,985	\$54,936	\$4,678	\$524	\$8,697	\$135,920
	12/6 to 24	Oregon Ballet Theatre	The Nutcracker	6	19	29,888	24,102	42%	\$1,088,282	\$16,950	\$65,841	\$24,102	\$0	\$65,608	\$171,901
ASCH	12/3	Double Tee Presents	Black Crowes	0	1	2,129	2,021	73%	\$89,942	\$6,779	\$13,641	\$5,199	\$2,532	\$21,135	\$49,286
	12/4	Pacific Lutheran University	PLU Concert	0	1	1,033	1,112	40%	\$16,460	\$2,545	\$4,294	\$2,502	\$0	\$6,487	\$15,928
	12/5	Oregon Symphony	Yo-Yo Ma Concert	0	1	2,578	2,761	99%	\$255,688	\$1,520	\$9,379	\$2,761	\$286	\$2,552	\$16,498
	12/6	Oregon Symphony	Bela Fleck and the Flecktones	0	1	1,809	1,663	60%	\$78,238	\$965	\$8,233	\$1,663	\$1,164	\$4,461	\$17,476
	12/7 to 12	Oregon Symphony	Gospel Christmas	2	3	5,682	5,769	89%	\$262,392	\$3,080	\$22,420	\$5,789	\$0	\$5,427	\$36,716
	12/13 to 19	Oregon Symphony	Classical 6 - Messiah	3	2	4,886	5,271	85%	\$208,818	\$2,246	\$10,886	\$5,271	\$100	\$5,277	\$23,779
	12/20	Metro Youth Symphony	Winter Concert	0	1	873	1,030	37%	\$17,406	\$1,855	\$3,680	\$2,318	\$0	\$690	\$8,543
	12/20 to 23	Oregon Symphony	Comfort & Joy Concert	2	1	2,236	1,662	60%	\$7,857	\$1,150	\$5,657	\$1,662	\$40	\$1,209	\$9,718
	12/24	Solid Rock Church	Christmas Eve Services	1	2	5,552	0	0%	\$0	\$10,860	\$0	\$0	\$0	\$0	\$21,742
	12/26	Portland Youth Philharmonic	Concert at Christmas	0	1	1,682	1,683	61%	\$24,148	\$780	\$4,440	\$642	\$0	\$1,209	\$7,271
	12/29	JMP Tours, LLC	Jim Brickman 15th Annliv. Conc.	0	1	972	886	32%	\$42,211	\$3,400	\$5,164	\$2,488	\$515	\$2,354	\$14,121
	12/31	Menthol Presents	Pink Martini	0	2	5,354	5,203	94%	\$210,355	\$14,799	\$17,434	\$13,924	\$755	\$8,393	\$55,305
	NEWMARK	12/2 to 4	White Bird	Jason Samuels Smith	0	3	1,926	1,808	69%	\$66,954	\$2,270	\$10,253	\$4,358	\$0	\$586
12/9 to 11		Portland Gay Men's Chorus	Jingle Bell Swing	1	3	2,133	2,279	86%	\$68,050	\$4,090	\$9,224	\$5,170	\$0	\$3,656	\$22,140
12/12		Portland Piano International	Andrew Brownell	0	1	541	558	63%	\$18,234	\$1,135	\$2,028	\$1,225	\$0	\$254	\$4,742
WINNINGSTAD	12/3	Hamyar Art Foundation	We Are Not Spies	0	1	69	74	26%	\$2,100	\$760	\$803	\$167	\$0	\$0	\$1,730
	12/4	Young Audiences	Holiday Concert w/J. Johnson	0	1	90	87	30%	\$3,514	\$650	\$1,154	\$210	\$51	\$0	\$2,065
	12/5 to 23	Jeffrey Gilpin	Tune Christmas	0	13	2,422	2,340	62%	\$76,182	\$5,720	\$9,379	\$5,450	\$0	\$172	\$20,721
A. HATFIELD HALL	12/18 to 19	Tears of Joy Theatre	Snoemaker and the Elves	0	8	1,684	1,234	53%	\$17,630	\$950	\$1,767	\$683	\$0	\$294	\$3,684
	12/9	U.S.D.A.	Forest Service Luncheon	0	1	35	0	0%	\$0	\$0	\$0	\$0	\$0	\$1,377	\$1,377
	12/13	PCPA Volunteers	Sally Harmon/Noontime Show.	0	1	81	0	0%	\$0	\$0	\$0	\$0	\$0	\$17	\$17
KELLER CAFE														see Jan.	\$0
ARTBAR														\$20,116	\$20,116
PCPA CATERING														\$4,187	\$4,187
TOTALS				26	78	94,025	80,580	61%	\$3,141,515	\$109,088	\$275,275	\$130,560	\$5,957	\$184,368	\$682,248

PCPA MONTHLY ANALYSIS

DECEMBER 2009

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/LOAD-OUT DARK DAYS	NO. OF PERFORMERS	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	11/19 to 12/7	One Voice Productions	Singing Christmas Tree	12	10	21,674	21,016	70%	\$512,909	\$26,985	\$57,677	\$44,737	\$1,068	\$20,755	\$151,222
	12/8 to 12/27	Oregon Ballet Theatre	The Nutcracker	8	20	30,225	26,924	46%	\$1,182,840	\$17,390	\$62,044	\$13,462	\$0	\$57,035	\$149,991
	12/12	Oregon Ballet Theatre	Wells Fargo Lunch	0	1	50	0		\$0	\$0	\$0	\$0	\$0	\$2,196	\$8,825
	12/3	ISEPP	Freeman Dyson	0	1	1,129	348	13%	\$10,382	\$3,340	\$2,877	\$2,074	\$150	\$384	\$7,297
	12/4	Metropolitan Youth Symphony	Holiday Performance	0	1	863	867	24%	\$11,411	\$1,855	\$3,437	\$1,334	\$0	\$671	\$22,882
	11/30 to 12/7	Oregon Symphony	Classical 5 - Yefin Bronfman	2	3	4,109	3,631	44%	\$151,399	\$3,080	\$13,395	\$1,816	\$292	\$4,459	\$28,491
	12/9 to 13	Oregon Symphony	Gospel Christmas	2	3	5,912	5,587	67%	\$244,031	\$1,855	\$15,930	\$2,794	\$0	\$6,687	\$13,293
	12/14	Portland Arts and Lectures	Greg Mortenson	0	1	2,548	2,600	94%	\$81,460	\$14,055	\$3,794	\$5,679	\$575	\$1,450	\$48,169
	12/19	Oregon Symphony	Mannheim Steamroller	0	2	4,846	4,898	88%	\$287,962	\$1,131	\$8,621	\$16,865	\$2,064	\$6,594	\$5,834
	12/20	Oregon Symphony	Kids Concert	0	1	2,261	2,261	81%	\$40,011	\$725	\$3,265	\$1,131	\$0	\$713	\$10,153
12/21	Oregon Symphony	Comfort and Joy	1	1	1,588	1,087	39%	\$36,772	\$1,335	\$5,928	\$544	\$82	\$2,264	\$7,340	
12/26	Portland Youth Philharmonic	Concert at Christmas	0	1	1,487	1,605	58%	\$23,136	\$780	\$4,771	\$803	\$0	\$986	\$52,426	
12/30	Monqui Presents	Pink Martini New Years	1	2	4,349	5,221	94%	\$212,205	\$13,915	\$15,925	\$13,092	\$647	\$8,847	\$3,705	
NEWMARK	12/4	Portland Jazz Orchestra	Linus, Lucy and the Duke	0	330	328	328	37%	\$6,379	\$1,135	\$1,914	\$556	\$0	see artbar	\$5,367
	12/5	Pacific Lutheran University	Christmas Choral Concert	0	747	768	768	86%	\$11,627	\$1,325	\$2,508	\$1,536	\$0	see artbar	\$6,469
	12/11	Square Peg Concerts	Bob Saget	0	692	689	689	79%	\$29,819	\$1,310	\$1,545	\$1,714	\$0	\$1,900	\$15,314
	12/12	True West	Guy Fieri	0	440	456	456	52%	\$29,256	\$1,310	\$10,727	\$1,784	\$560	\$933	\$8,825
	12/13 TO 1/3	Pixie Dust Productions	Beauty and the Beast	4	13	7,729	6,520	63%	\$289,100	\$24,420	\$38,236	\$17,350	\$0	\$6,005	\$87,052
WINNINGSTAD	12/3 to 5	MVP Dance Elite Inc.	The Perfect Christmas	1	3	316	205	23%	\$2,360	\$2,685	\$2,959	\$299	\$0	\$70	\$5,913
	12/9 TO 20	Years of Joy	Nightmare in My Closet	6	8	915	495	21%	\$8,126	\$1,405	\$2,355	\$248	\$0	\$95	\$4,103
	12/14 to 1/3	Jeffrey Gilpin	A. Tuna Christmas	5	13	2,386	2,334	62%	\$75,221	\$11,455	\$9,065	\$5,021	\$0	see artbar	\$25,541
	12/2	Nike	Dinner Reception	0	1	135	0	0%	\$0	\$4,100	\$16	\$0	\$0	\$11,178	\$15,294
A. HAIFIELD HALL	12/5	PCPA Jazz at the ArtBar	Bryant Allard Quartet	0	1	44	0	0%	\$0	\$0	\$0	\$0	\$0	\$691	\$691
	12/12	PCPA Jazz at the ArtBar	David Fishberg/Doggett Trio	0	1	28	0	0%	\$0	\$0	\$0	\$0	\$0	\$879	\$879
	12/14	PCPA Volunteers	The Dickens Carolers	0	1	126	0	0%	\$0	\$0	\$0	\$0	\$0	\$94	\$94
	12/9	USDA Forest Service	Holiday Luncheon	0	44	44	0	0%	\$0	\$0	\$0	\$0	\$0	\$1,390	\$1,390
KELLER CAFÉ ARTBAR PCPA CATERING	December													\$0	\$0
	December													\$0	\$23,334
	December													\$4,685	\$4,685
TOTALS										\$137,440	\$267,667	\$132,979	\$5,438	\$164,296	\$708,020

Expo Center Event Analysis

December 2010		Consumer	Trade	Misc.	Conv.	# of Events	I/O	Use	Attendance	Rental	Equipment	Concessions	Catering	Utilities	Parking	Total
						Events	Days	%								
America's Largest Christmas Bazaar	11/26-12/5	1				1	6	9	29,277	64,350	1,250	113,066		10,167	123,862	312,695
All Things Cheer	11			1		1	1	1	933	4,950	3,203	5,250		161	3,581	17,145
Collectors West Gun and Knife Show	17-19	1				1	3	2	5,528	14,850	500	10,527		830	25,712	52,419
2		3	10	12	16%	35,738	84,150	4,953	128,843	11,158	153,155	382,259				
FY 2010-11																
July						7	17	8	16,513	118,034	1,737	91,719	9,347	7,473	85,089	313,399
August						4	7	4	7,214	28,005	500	22,606	4,113	942	28,634	84,800
September						10	20	17	23,889	111,341	1,330	49,704	2,067	14,297	93,937	272,676
October						8	18	13	27,975	117,013	1,848	85,233	26,417	29,789	139,866	400,136
November						7	18	14	43,655	112,420	500	53,956	3,391	19,674	151,875	341,816
December						3	10	12	35,738	84,150	4,953	128,843	11,158	153,155	382,259	
January																0
February																0
March																0
April																0
May																0
June																0
Total to Date		21	2	16	0	39	90	68	154,984	570,963	10,868	432,061	45,335	83,313	652,546	1,795,086
Month to Month Comparison																
		0	0	1	0	1	4	7	1,924	6,740	3,328	1,526	0	503	15,829	27,926
Year to Date Comparison																
		-11	2	6	0	-4	-17	-19	-32,515	5,616	-1,460	-86,561	22,439	-15,568	-36,176	-111,710
FY 2009-10																
July						3	10	7	17,662	88,958	1,375	100,895	5,000	9,689	87,906	293,823
August						5	10	8	10,179	27,600	1,483	32,861		2,050	33,667	97,691
September						14	31	27	30,039	136,994	3,106	81,530	5,349	29,648	134,313	390,940
October						11	24	18	26,720	92,242	2,836	110,235	11,489	28,257	110,805	365,864
November						8	26	22	69,085	142,143	1,903	65,784	1,059	18,552	184,705	414,145
December						2	6	5	33,814	77,410	1,625	127,317	10,655	137,326	354,333	
January						12	24	18	32,102	240,275	11,015	171,711	79,833	22,365	161,829	687,028
February						9	22	22	81,063	203,208	2,730	408,157	17,190	37,639	305,241	974,165
March						1	10	25	47,929	161,608	2,261	121,293	14,978	26,209	167,759	494,108
April						10	20	22	48,991	184,798	1,306	239,160	23,188	10,345	72,402	511,219
May						9	17	14	12,069	68,031	3,153	27,891	61,840	7,422	49,446	217,783
June						5	7	6	10,963	25,126	4,900	30,157	3,436	2,020	34,509	100,548
Total to Date		67	28	222	187	36%	420,816	1,429,393	37,093	1,517,011	223,361	204,881	1,479,908	1,795,086	4,891,647	