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# **MERC Commission Meeting**

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August 1, 2012  
12:30 pm

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Portland Expo Center  
2060 N. Marine Drive  
Hall D - Room D202-3

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

[www.oregonmetro.gov](http://www.oregonmetro.gov)



# Metro | *Exposition Recreation Commission*

## *Agenda*

Meeting: Metro Exposition Recreation Commission Regular Meeting  
Date: Wednesday, August 1, 2012  
Time: 12:30 – 2:30 p.m.  
Place: Portland Expo Center; Hall D - Room D202-3

### CALL TO ORDER

- |       |     |   |  |
|-------|-----|---|--|
| 12:30 | 1.  | <b>QUORUM CONFIRMED</b>   |  |
| 12:35 | 2.  | <b>COMMISSIONER/EX OFFICIO COMMUNICATIONS</b>   |  |
| 12:45 | 3.  | <b>GENERAL MANAGER COMMUNICATIONS</b>   | Teri Dresler   |
|       | 3.1 | Financial Report – June FY12 First Close  |  |
| 12:55 | 4.  | <b>MERC VENUES' BUSINESS REPORTS</b>  | Scott Cruickshank<br>Robyn Williams<br>Matthew Rotchford |
| 1:15  | 5.  | <b>CONSENT AGENDA</b>   |  |
|       | 5.1 | May 2, 2012 MERC Commission Record of Actions   |  |
|       | 5.2 | June 6, 2012 MERC Commission Record of Actions  |  |
| 1:20  | 6.  | <b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b>   |  |
| 1:25  | 7.  | <b>ARAMARK YEAR-END REPORT</b>  | Brendan Coffey   |
| 1:50  | 8.  | <b>ACTION AGENDA</b>  |  |
|       | 8.1 | <b>Resolution 12-13</b> for the purpose of approving Memorandum of Understanding with the Visitor Development Fund, Inc. for enhanced marketing of the Oregon Convention Center   | Teri Dresler/Dan Cooper                                  |
|       | 8.2 | <b>Resolution 12-14</b> for the purpose of adopting changes to MERC Personnel Policies  | Mary Rowe  |
|       | 8.3 | <b>Resolution 12-15</b> for the purpose of selecting Anderson Roofing Company for the Portland Expo Center – Roof Repair Project Halls A, C and D and authorizing the General Manager to execute a contract with Anderson Roofing | Matthew Rotchford  |
| 2:00  | 9.  | <b>EXECUTIVE SESSION</b> - for the purpose of conducting deliberations with persons designated by the governing body to carry on labor negotiations pursuant to ORS 192.660(2)(d)   | Mary Rowe  |
| 2:15  | 10. | <b>EXECUTIVE SESSION</b> - for the purpose of consultation with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed pursuant to ORS 192.660(2)(h)                      | Teri Dresler   |

### ADJOURN

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# **MERC Commission Meeting**

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August 1, 2012  
12:30 pm

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3.1 - Financial Report

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# JUNE 2012 (1<sup>ST</sup> CLOSE)

## FINANCIAL INFORMATION

*For Management Purposes only*



**PORTLAND CENTER FOR  
THE PERFORMING ARTS**

 A SERVICE OF METRO



**OREGON CONVENTION CENTER**

 A SERVICE OF METRO



**METROPOLITAN EXPOSITION  
RECREATION COMMISSION**

 A SERVICE OF METRO

Date: July 26, 2012

To:

Commissioner Chris Erickson, Chair  
Commissioner Judie Hammerstad, Vice Chair  
Commissioner Terry Goldman, Secretary/Treasurer  
Commissioner Ray Leary  
Commissioner Cynthia Haruyama  
Commissioner Eliza Dozono  
Commissioner Karis Stoudamire-Phillips

From: Cynthia Hill – Budget/Finance Manager

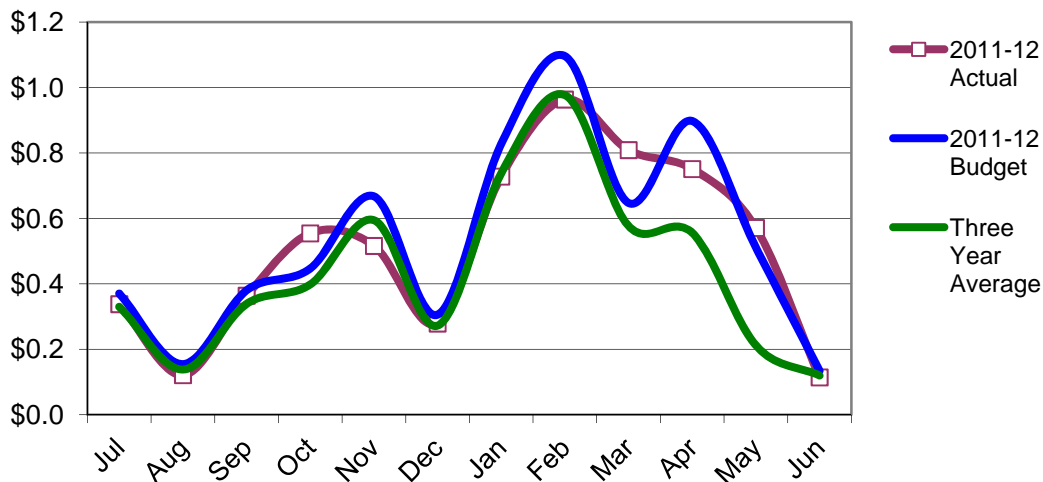
Re: MERC Financial Information June 2012 (1<sup>st</sup> Close)

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Enclosed please find the monthly financial report for the Metropolitan Exposition Recreation Commission reflecting revenue and expenditures as of June 30. The first financial close at year end includes operating revenues and expenditures for the month of June as you would see in any month during the year. This period does not however include all of the final year end accruals. Examples of year end accrual entries are the transfers from the Visitor Development Fund, including the enhanced marketing amount of \$431 thousand which is immediately paid to travel Portland, the receipt of two additional transfers of Transient Lodging Tax revenue which includes the 4th quarter tax collections, food and beverage qualitative goal which adjusts food & beverage expenditures, June utilities, final capital and other project expenditures and the donation from the PCPA Foundation. There will be a final credit adjustment for the cost of MERC Administration services charged to each venue based on actual expenditures. These examples demonstrate the preliminary status of this report. Second close reports will be available August 20<sup>th</sup>.

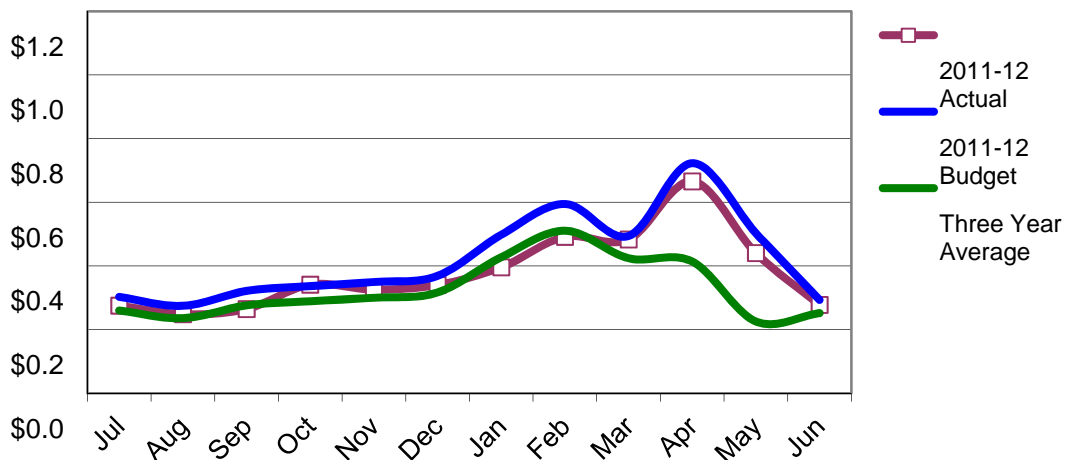
### Expo- Operating Revenues by Month

*shown in millions*



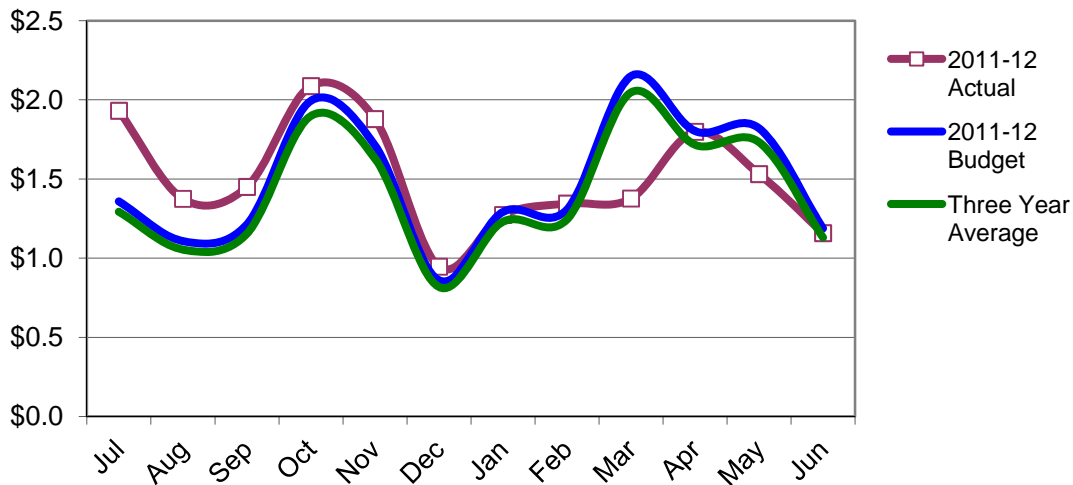
Expo Center operating revenue year to date is \$655 thousand greater than prior year and food & beverage revenue is \$363 thousand greater. Overall revenue from operations was 5% less than budget. This variance was largely due to the optimistic parking and food and beverage revenue forecasts included in the original budget. The major events during FY 2011-12 were Cirque du Soleil OVO and Tapis Rouge VIP Tent (\$608 thousand), America's Largest Christmas Bazaar (\$309 thousand), the Rose City Classic Dog Show (\$298 thousand) the Portland Home and Garden Show (\$285 thousand), and the Portland Auto Swap Meet (\$259 thousand). The month of June typically does not have much event activity.

#### Expo - Operating Expenditures by Month *shown in millions*



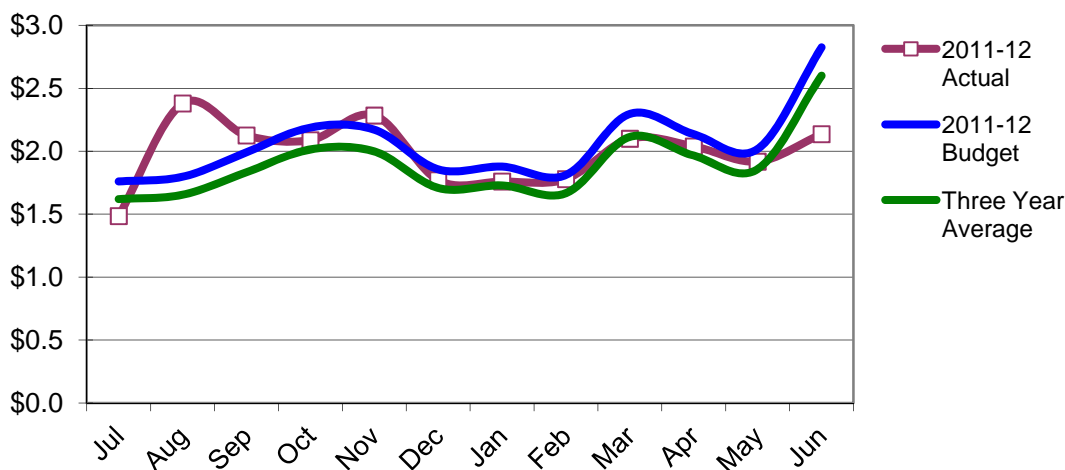
The Portland Expo Center expenditures are trending slightly less than budget however close to the three year average until April and May when Cirque du Soleil performances were on site. The budget in the months of April and May include the Cirque du Soleil event activity, which is not reflected in the three year average as it was a new event at the Expo Center. Expo experienced salary savings due to vacant positions and under spending in goods and services resulting from the \$100 thousand balance of the Expo Center Marketing and Communication Plan Implementation project which the Commission approved to carry forward into FY 2012-13.

### OCC- Operating Revenues by Month *shown in millions*



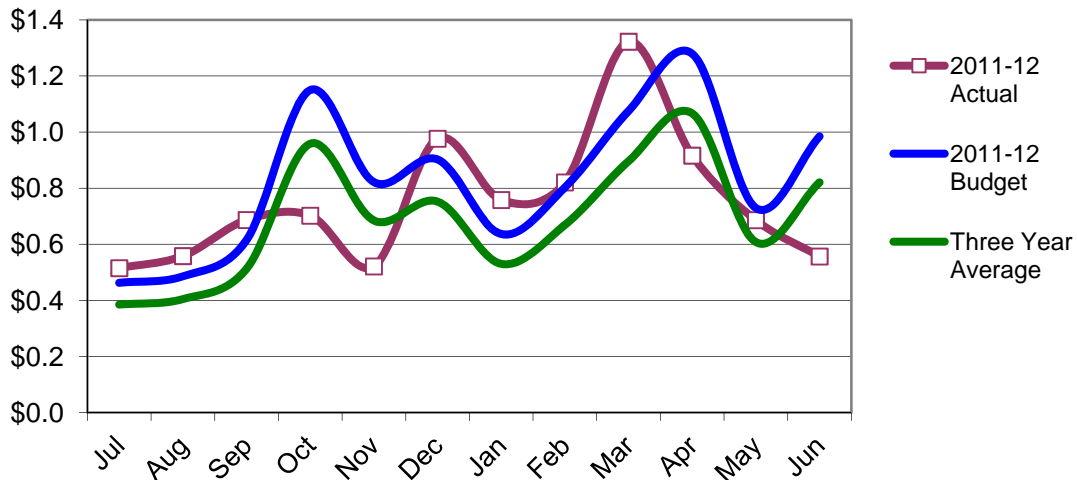
OCC operating revenue year to date is \$219 thousand less than prior year and food & beverage revenue is \$637 thousand less than prior year. The major events during FY 2011-12 were the Grace Hopper Celebration of Women in Computing (\$678 thousand), OSCON 2011 (\$653 thousand of which \$409 thousand was food and beverage revenue), the Specialty Coffee Association of America (\$616 thousand), The Portland International Auto Show (\$573 thousand), Tektronix Sales University (\$557 thousand), the National Association of Counties (\$511 thousand) and Wheel of Fortune (425 thousand). FY 2011-12 was a strong year for food and beverage sales compared to the original forecast in the adopted budget.

### OCC - Operating Expenditures by Month *shown in millions*



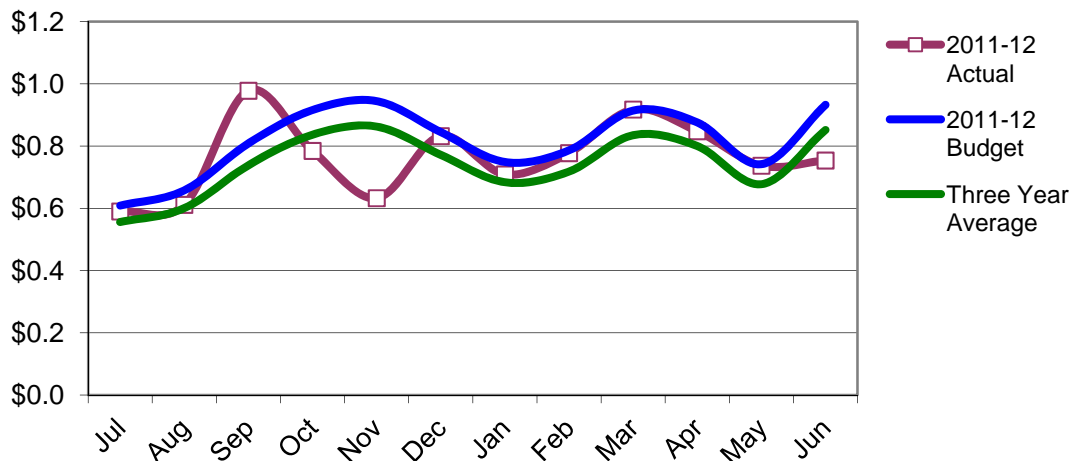
OCC expenditures are trending close to budget and the three year average. The budget spikes in the month of June are due to the pass through payment to Travel Portland of Visitor Development Trust Fund resources for enhanced marketing (\$431 thousand). The \$431 thousand payment to Travel Portland for enhanced marketing is not included on the attached financial report, however the chart is adjusted to reflect the payment in order to compare actuals to the prior year average and the budget.

### PCPA Operating Revenues by Month *shown in millions*



PCPA operating revenue year to date is \$915 thousand greater than prior year and food & beverage revenue is \$501 thousand greater than prior year. The major performances during FY 2011-12 were four weeks of Wicked (\$1.1 million), Westside Story (\$264 thousand) the Nutcracker (\$257 thousand), Beauty and the Beast (\$254 thousand) and Mary Poppins (\$232 thousand). PCPA revenue is greatly influenced by the number of weeks of Broadway and the popularity of commercial shows. The strong attendance numbers for Broadway and commercial shows are reflected in admission fees, ticket commissions, souvenir sales and food and beverage sales. FY 2011-12 had 12.5 weeks of Broadway, with four weeks of the very popular show Wicked.

### PCPA - Operating Expenditures by Month *shown in millions*



PCPA expenditures are slightly less than budget with savings in operations costs. The web site re-design project which could not start until the branding exercise was complete equates to \$35 thousand in unspent project budget which was carried forward into FY 2012-13.

## Non Operating

Transient Lodging Tax (TLT) receipts provide fundamental operating and marketing financial support for OCC and PCPA. The June TLT transfer from the County was \$790 thousand. Actuals year to date are greater than prior year by \$508 thousand or 6.38%. Two additional transfers of tax collections are expected to be accrued to FY 2011-12.

Operating revenues and expenditures are recognized monthly, while non operating sources such as Visitor Development Fund revenue are received at year end:

OCC Operating Deficit	\$960 thousand
Enhanced Marketing Pass through	\$431 thousand
Enhanced PCPA Support	\$616 thousand

The cash flow timing differences create a deficit on the financial statement throughout the year, however it adjusts at year-end.

**Visitor Venues**  
**Events-Performances-Attendance**  
**Annual**

Fiscal Year 2011-12

	Total FY 11		Total FY 12		Net Chage from Prior Year	
OCC	Events	Attendance	Events	Attendance	Events	Attendance
Tradeshows/Conventions	88	159,262	72	154,907	(16)	(4,355)
Consumer Public Shows	42	241,994	55	310,976	13	68,982
Miscellaneous	134	10,553	107	12,930	(27)	2,377
Miscellaneous -In-House	0	0	37	836	37	836
Meetings	218	59,193	198	55,935	(20)	(3,258)
Catering	101	53,386	69	40,255	(32)	(13,131)
<b>Totals</b>	<b>583</b>	<b>524,388</b>	<b>538</b>	<b>575,839</b>	<b>(45)</b>	<b>51,451</b>

	Total FY 11		Total FY 12		Net Chage from Prior Year	
Expo Center	Events	Attendance	Events	Attendance	Events	Attendance
Consumer Public Shows	48	365,582	61	480,960	13	115,378
Meetings	20	3,808	21	749	1	(3,059)
Miscellaneous	21	15,152	22	9,455	1	(5,697)
Tradeshows/Conventions	4	5,791	10	15,344	6	9,553
<b>Totals</b>	<b>93</b>	<b>390,333</b>	<b>114</b>	<b>506,508</b>	<b>21</b>	<b>116,175</b>

	Total FY 11		Total FY 12		Net Chage from Prior Year	
PCPA	Events		Performances	Attendance	Performances	Attendance
Commercial (Non-Broadway)	87	92,588	100	111,026	13	18,438
Broadway	83	165,492	102	226,455	19	60,963
Resident Company	248	262,250	258	289,922	10	27,672
Student	199	98,058	170	86,057	(29)	(12,001)
Non-Profit	223	143,606	209	122,015	(14)	(21,591)
Miscellaneous	37	7,474	39	9,095	2	1,621
<b>Totals</b>	<b>877</b>	<b>769,468</b>	<b>878</b>	<b>844,570</b>	<b>1</b>	<b>75,102</b>

Metropolitan Exposition-Recreation Commission  
**MERC Statement of Activity with Annual Budget**  
**All Departments**  
**June 2012**

**FIRST CLOSE**

	Current Month Actual June-12	Current Year to Date Actual June-12	Prior Year to Date Actual June-11	% of Prior Year 100%	Annual Budget June-12	% of Annual Budget 100%
<b>Operating</b>						
Revenue	1,121,618	19,553,553	18,211,063	107%	18,994,606	103%
Revenue - Food and Beverage	707,487	13,730,090	13,502,313	102%	14,414,451	95%
<b>Total Operating Revenue</b>	<b>1,829,104</b>	<b>33,283,643</b>	<b>31,713,377</b>	<b>105%</b>	<b>33,409,057</b>	<b>100%</b>
Costs - Food and Beverage	773,802	11,750,818	11,020,321	107%	12,448,257	94%
Personal Services	1,303,051	17,162,904	17,034,985	101%	17,791,493	96%
Goods & Services	490,389	7,133,353	6,907,701	103%	8,284,135	86%
Marketing Travel Portland	220,210	2,642,520	2,619,360	101%	3,067,917	86%
<b>Total Operating Expenses</b>	<b>2,787,452</b>	<b>38,689,594</b>	<b>37,582,367</b>	<b>103%</b>	<b>41,591,802</b>	<b>93%</b>
<b>Net Operating Results Inc (Dec)</b>	<b>(958,348)</b>	<b>(5,405,951)</b>	<b>(5,868,990)</b>	<b>92%</b>	<b>(8,182,745)</b>	<b>66%</b>
<b>Non Operating</b>	-	-	-	-	-	-
Transient, Lodging Tax	790,217	8,471,859	7,963,617	106%	9,162,230	92%
Visitor Development Fund (VDF)	-	-	-	-	1,993,105	0%
Government Support City of Portland	-	774,040	767,019	101%	784,320	99%
Non-Operating Revenue	(20,557)	169,348	143,490	118%	157,732	107%
Non-Operating Expense	-	-	2,500	0%	2,500	0%
	<b>769,660</b>	<b>9,415,246</b>	<b>8,871,626</b>	<b>106%</b>	<b>12,094,887</b>	<b>78%</b>
<b>Support and Risk Management</b>						
MERC Administration	-	-	-	-	-	-
Metro Support Services	180,412	2,164,856	1,993,186	109%	2,164,856	100%
Metro Risk Management	-	741,765	499,312	149%	741,765	100%
	<b>180,412</b>	<b>2,906,621</b>	<b>2,492,498</b>	<b>117%</b>	<b>2,906,621</b>	<b>100%</b>
<b>Net Increase (Decrease)</b>	<b>(369,100)</b>	<b>1,102,674</b>	<b>510,137</b>	<b>216%</b>	<b>1,005,521</b>	<b>110%</b>
<b>Transfers</b>						
Transfers to (Expense)	17,318	88,708	-	-	2,067,627	4%
Transfers from (Revenue)	-	114,822	-	-	114,822	100%
Debt Service (Expense)	-	1,188,632	1,189,132	100%	1,188,632	100%
<b>Net Transfers</b>	<b>(17,318)</b>	<b>(1,162,518)</b>	<b>(1,189,132)</b>	<b>98%</b>	<b>(3,141,437)</b>	<b>37%</b>
<b>Net Operations</b>	<b>(386,418)</b>	<b>(59,844)</b>	<b>(678,995)</b>	<b>9%</b>	<b>(2,135,916)</b>	<b>3%</b>
	-	0	0	-	-	-
<b>Capital</b>						
Capital Outlay	10,796	1,519,865	3,384,333	45%	3,026,366	50%
Construction Management	-	-	-	-	-	-
Transient, Lodging Tax	-	-	-	-	-	-
Non-Operating Revenue	-	134,316	236,267	57%	471,675	28%
Intrafund Transfers (Exp/Rev)	-	-	-	-	-	-
Transfers from (Revenue)	480,000	480,000	475,000	101%	480,000	100%
<b>Net Capital</b>	<b>469,204</b>	<b>(905,549)</b>	<b>(2,673,066)</b>	<b>34%</b>	<b>(2,074,691)</b>	<b>44%</b>
<b>Fund Balance Inc (Dec)</b>	<b>82,786</b>	<b>(965,392)</b>	<b>(3,352,060)</b>	<b>29%</b>	<b>(4,210,607)</b>	<b>23%</b>
	-	0	0	-	-	-
<b>Food and Beverage Gross Margin</b>	<b>(66,315)</b>	<b>1,979,272</b>	<b>2,481,992</b>		<b>1,966,194</b>	<b>101%</b>
<b>Food and Beverage Gross Margin</b>	<b>-9.4%</b>	<b>14.4%</b>	<b>18.4%</b>		<b>13.6%</b>	
<b>Full Time Employees</b>					<b>190.0</b>	
<b>Excise Tax</b>	<b>94,651</b>	<b>1,804,266</b>	<b>1,606,172</b>			
<b>Transient, Lodging Taxes as percent of revenue</b>	<b>30%</b>	<b>20%</b>	<b>20%</b>		<b>22%</b>	
<b>Fund Balance</b>						
Beginning Fund Balance		26,357,848	27,089,539		26,357,848	
Fund Balance Inc (Dec)		(965,392)	(3,352,060)		(4,210,607)	
<b>Ending Fund Balance</b>		<b>25,392,456</b>	<b>23,737,479</b>		<b>22,147,241</b>	
Unrestricted Fund Balance					2,870,144	
Operating Contingency					187,397	
Stabilization Reserve					620,500	
Designated for Renewal & Replacement					13,439,072	
New Capital/Business Strategy Reserve					4,537,914	
Restricted by Agreement - TLT					492,214	
<b>Ending Fund Balance</b>					<b>22,147,241</b>	

Metropolitan Exposition-Recreation Commission  
**MERC Statement of Activity with Annual Budget**  
**Portland Exposition Center**  
**June 2012**  
**FIRST CLOSE**

	Current Month Actual June-12	Current Year to Date Actual June-12	Prior Year to Date Actual June-11	% of Prior Year	Annual Budget June-12	% of Annual Budget 100%
<b>Operating</b>						
Revenue	101,274	4,126,169	3,471,334	119%	4,245,221	97%
Revenue - Food and Beverage	12,919	1,981,807	1,618,546	122%	2,194,346	90%
<b>Total Operating Revenue</b>	<b>114,193</b>	<b>6,107,975</b>	<b>5,089,880</b>	<b>120%</b>	<b>6,439,567</b>	<b>95%</b>
Costs - Food and Beverage	61,940	1,777,685	1,422,070	125%	1,902,498	93%
Personal Services	103,193	1,461,042	1,374,720	106%	1,535,806	95%
Goods & Services	91,428	1,290,821	1,126,118	115%	1,622,171	80%
<b>Total Operating Expenses</b>	<b>256,560</b>	<b>4,529,548</b>	<b>3,922,909</b>	<b>115%</b>	<b>5,060,475</b>	<b>90%</b>
<b>Net Operating Results Inc (Dec)</b>	<b>(142,367)</b>	<b>1,578,427</b>	<b>1,166,970</b>	<b>135%</b>	<b>1,379,092</b>	<b>114%</b>
<b>Non Operating</b>						
Non-Operating Revenue	(4,652)	18,883	21,942	86%	22,731	83%
Non-Operating Expense	-	-	-	-	-	-
	<b>(4,652)</b>	<b>18,883</b>	<b>21,942</b>	<b>86%</b>	<b>22,731</b>	<b>83%</b>
<b>Support and Risk Management</b>						
MERC Administration	15,611	187,337	243,775	77%	187,337	100%
Metro Support Services	16,241	194,837	179,387	109%	194,837	100%
Metro Risk Management	-	85,947	75,038	115%	85,947	100%
	<b>31,852</b>	<b>468,121</b>	<b>498,200</b>	<b>94%</b>	<b>468,121</b>	<b>100%</b>
<b>Net Increase (Decrease)</b>	<b>(178,871)</b>	<b>1,129,189</b>	<b>690,712</b>	<b>163%</b>	<b>933,702</b>	<b>121%</b>
<b>Transfers</b>						
Transfers to	-	-	-	-	174,890	-100%
Transfers from	-	7,980	-	-	7,980	100%
Debt Service	-	1,188,632	1,189,132	100%	1,188,632	100%
<b>Net Transfers</b>	<b>-</b>	<b>(1,180,652)</b>	<b>(1,189,132)</b>	<b>99%</b>	<b>(1,355,542)</b>	<b>87%</b>
<b>Net Operations</b>	<b>(178,871)</b>	<b>(51,463)</b>	<b>(498,420)</b>	<b>10%</b>	<b>(421,840)</b>	<b>12%</b>
<b>Capital</b>						
Capital Outlay Expense	196	116,322	420,495	28%	350,000	33%
Non-Operating Revenue	-	4,987	3,450	145%	-	-
<b>Net Capital</b>	<b>(196)</b>	<b>(111,335)</b>	<b>(417,045)</b>	<b>27%</b>	<b>(350,000)</b>	<b>32%</b>
<b>Fund Balance Inc (Dec)</b>	<b>(179,067)</b>	<b>(162,797)</b>	<b>(915,465)</b>	<b>18%</b>	<b>(771,840)</b>	<b>21%</b>
<b>Food and Beverage Gross Margin</b>	<b>(49,020)</b>	<b>204,122</b>	<b>196,475</b>		<b>291,848</b>	<b>70%</b>
<b>Food and Beverage Gross Margin %</b>	<b>-379.4%</b>	<b>10.3%</b>	<b>12.1%</b>		<b>13.3%</b>	
<b>Full Time Employees</b>					<b>13.3</b>	
<b>Excise Tax</b>	<b>8,197</b>	<b>453,167</b>	<b>330,265</b>		<b>-</b>	
<b>Fund Balance</b>						
Beginning Fund Balance		4,732,826	5,644,984		4,732,826	
Fund Balance Inc (Dec)		(162,797)	(915,465)		(771,840)	
<b>Ending Fund Balance</b>		<b>4,570,029</b>	<b>4,729,519</b>		<b>3,960,986</b>	
Unrestricted Fund Balance					522,903	
Operating Contingency					75,986	
Stabilization Reserve					186,000	
Designated for Renewal & Replacement					925,000	
New Capital/Business Strategy Reserve					2,251,097	
<b>Ending Fund Balance</b>					<b>3,960,986</b>	

Metropolitan Exposition-Recreation Commission  
**MERC Statement of Activity with Annual Budget**  
**Oregon Convention Center**  
**June 2012**  
**FIRST CLOSE**

	Current Month Actual June-12	Excluding HQH Current Year to Date Actual June-12	Prior Year to Date Actual June-11	% of Prior Year 98% 94% 95% 102% 103% 96% 101% 101% 128%	Annual Budget June-12	% of Annual Budget 111% 95% 102% 94% 97% 98% 86% 95% 76%
<b>Operating</b>						
Revenue	616,148	8,584,148	8,803,512	98%	7,708,519	111%
Revenue - Food and Beverage	541,955	9,566,955	10,203,890	94%	10,103,134	95%
<b>Total Operating Revenue</b>	<b>1,158,103</b>	<b>18,151,103</b>	<b>19,007,402</b>	<b>95%</b>	<b>17,811,653</b>	<b>102%</b>
Costs - Food and Beverage	584,478	8,266,546	8,114,850	102%	8,839,480	94%
Personal Services	670,245	8,930,547	8,664,959	103%	9,184,586	97%
Goods & Services	187,517	3,550,049	3,701,158	96%	3,627,246	98%
Marketing Travel Portland	220,210	2,642,520	2,619,360	101%	3,067,917	86%
<b>Total Operating Expenses</b>	<b>1,662,450</b>	<b>23,389,662</b>	<b>23,100,327</b>	<b>101%</b>	<b>24,719,229</b>	<b>95%</b>
<b>Net Operating Results Inc (Dec)</b>	<b>(504,347)</b>	<b>(5,238,559)</b>	<b>(4,092,925)</b>	<b>128%</b>	<b>(6,907,576)</b>	<b>76%</b>
<b>Non Operating</b>						
Transient, Lodging Tax	685,372	7,347,829	7,114,570	103%	8,237,270	89%
Visitor Development Fund (VDF)	-	-	-	-	1,385,397	0%
Non-Operating Revenue	(8,364)	50,455	52,063	97%	45,608	111%
Non-Operating Expense	-	-	-	-	-	-
	<b>677,008</b>	<b>7,398,284</b>	<b>7,166,632</b>	<b>103%</b>	<b>9,668,275</b>	<b>77%</b>
<b>Support and Risk Management</b>						
MERC Administration	97,138	1,165,651	1,516,822	77%	1,165,651	100%
Metro Support Services	101,028	1,212,325	1,116,184	109%	1,212,319	100%
Metro Risk Management	-	397,366	283,622	140%	397,366	100%
	<b>198,166</b>	<b>2,775,342</b>	<b>2,916,628</b>	<b>95%</b>	<b>2,775,336</b>	<b>100%</b>
<b>Net Increase (Decrease)</b>	<b>(25,504)</b>	<b>(615,617)</b>	<b>157,079</b>	<b>-392%</b>	<b>(14,637)</b>	<b>4206%</b>
<b>Transfers</b>						
Transfers to (Expense)	-	-	-	-	1,001,253	0%
Transfers from (Revenue)	-	66,180	-	-	66,180	100%
Debt Service (Expense)	-	-	-	-	-	-
<b>Net Transfers</b>	<b>-</b>	<b>66,180</b>	<b>-</b>	<b>-</b>	<b>(935,073)</b>	<b>-7%</b>
<b>Net Operations</b>	<b>(25,504)</b>	<b>(549,437)</b>	<b>157,079</b>	<b>-450%</b>	<b>(949,710)</b>	<b>58%</b>
<b>Capital</b>						
Capital Outlay Expense	3,101	950,641	2,309,922	41%	2,014,366	47%
Non-Operating Revenue	-	1,404	207,817	1%	-	-
Transfers to (Expense)	-	-	-	-	-	-
Transfers from (Revenue)	480,000	480,000	475,000	101%	480,000	100%
<b>Net Capital</b>	<b>476,899</b>	<b>(469,237)</b>	<b>(1,627,105)</b>	<b>29%</b>	<b>(1,534,366)</b>	<b>31%</b>
<b>Fund Balance Inc (Dec)</b>	<b>451,395</b>	<b>(1,018,674)</b>	<b>(1,470,026)</b>	<b>69%</b>	<b>(2,484,076)</b>	<b>41%</b>
<b>Food and Beverage Gross Margin</b>	<b>(42,523)</b>	<b>1,300,408</b>	<b>2,089,040</b>		<b>1,263,654</b>	<b>103%</b>
<b>Food and Beverage Gross Margin %</b>	<b>-7.8%</b>	<b>13.6%</b>	<b>20.5%</b>		<b>12.5%</b>	
<b>Full Time Employees</b>					<b>110.3</b>	
<b>Excise Tax</b>	<b>86,453</b>	<b>1,350,849</b>	<b>1,275,473</b>		<b>-</b>	
<b>Transient, Lodging Taxes as percent of revenue</b>	<b>37%</b>	<b>29%</b>	<b>27%</b>		<b>32%</b>	
<b>Fund Balance</b>						
Beginning Fund Balance		11,552,031	11,426,052		11,552,031	
Fund Balance Inc (Dec)		(1,018,674)	(1,470,026)		(2,484,076)	
Fund Balance Inc (Dec) for HQH		-	-		-	
<b>Ending Fund Balance</b>		<b>10,533,357</b>	<b>9,956,026</b>		<b>9,067,955</b>	
Unrestricted Fund Balance					1,926,135	
Operating Contingency					-	
Stabilization Reserve					260,000	
Designated for Renewal & Replacement					6,200,779	
New Capital/Business Strategy Reserve					681,041	
<b>Ending Fund Balance</b>					<b>9,067,955</b>	



Metropolitan Exposition-Recreation Commission  
**MERC Statement of Activity with Annual Budget**  
**MERC Administration**  
**June 2012**  
**FIRST CLOSE**

	Current Month Actual June-12	Current Year to Date Actual June-12	Prior Year to Date Actual June-11	% of Prior Year	Annual Budget June-12	% of Annual Budget 100%
<b>Operating</b>						
Revenue	176	3,603	11,549	31%	-	-
Personal Services	121,989	1,393,363	1,852,913	75%	1,436,925	97%
Goods & Services	33,543	246,949	285,691	86%	598,320	41%
<b>Net Operating Results Inc (Dec)</b>	<b>(155,356)</b>	<b>(1,636,708)</b>	<b>(2,127,055)</b>	<b>77%</b>	<b>(2,035,245)</b>	<b>80%</b>
<b>Non Operating</b>						
Non-Operating Revenue	(1,752)	6,380	6,648	96%	4,387	145%
Non-Operating Expense	-	-	-	-	-	-
	<b>(1,752)</b>	<b>6,380</b>	<b>6,648</b>	<b>96%</b>	<b>4,387</b>	<b>145%</b>
<b>Support and Risk Management</b>						
MERC Administration	173,460	2,081,520	2,708,611	77%	2,081,520	100%
	<b>173,460</b>	<b>2,081,520</b>	<b>2,708,611</b>	<b>77%</b>	<b>2,081,520</b>	<b>100%</b>
<b>Net Increase (Decrease)</b>	<b>16,352</b>	<b>451,192</b>	<b>588,203</b>	<b>77%</b>	<b>50,662</b>	<b>891%</b>
<b>Transfers</b>						
Transfers to (Expense)	6,494	77,884	-	-	277,962	28%
Transfers from (Revenue)	-	12,222	-	-	12,222	100%
<b>Net Transfers</b>	<b>(6,494)</b>	<b>(65,662)</b>	<b>-</b>	<b>-</b>	<b>(265,740)</b>	<b>25%</b>
<b>Net Operations</b>	<b>9,858</b>	<b>385,530</b>	<b>588,203</b>	<b>66%</b>	<b>(215,078)</b>	<b>-179%</b>
<b>Capital</b>						
Capital Outlay Expense	-	-	-	-	72,000	0%
Transient, Lodging Tax	-	-	-	-	-	-
Non-Operating Revenue	-	-	-	-	-	-
Intrafund Transfers (Exp/Rev)	-	(15,000)	-	-	(15,000)	100%
<b>Net Capital</b>	<b>-</b>	<b>(15,000)</b>	<b>-</b>	<b>-</b>	<b>(87,000)</b>	<b>17%</b>
<b>Fund Balance Inc (Dec)</b>	<b>9,858</b>	<b>370,530</b>	<b>588,203</b>	<b>63%</b>	<b>(302,078)</b>	<b>-123%</b>
<b>Full Time Employees</b>					20.0	
<b>Excise Tax</b>	-	251	434		-	
<b>Fund Balance</b>						
Beginning Fund Balance		1,582,581	1,002,490		1,582,581	
Fund Balance Inc (Dec)		370,530	588,203		(302,078)	
<b>Ending Fund Balance</b>		<b>1,953,111</b>	<b>1,590,693</b>		<b>1,280,503</b>	
Operating Contingency					69,996	
Designated for Renewal & Replacement					718,293	
Restricted by Agreement - TLT					492,214	
<b>Ending Fund Balance</b>					<b>1,280,503</b>	

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# **MERC Commission Meeting**

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August 1, 2012  
12:30 pm

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5.0 - Consent Agenda

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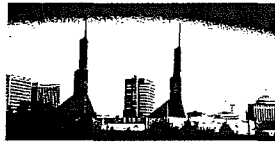
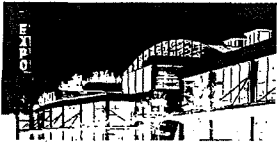
**Metropolitan Exposition Recreation Commission  
Record of MERC Commission Actions**

May 2, 2012  
Oregon Convention Center  
777 NE Martin Luther King Jr. Blvd. Room E145

<b>Present:</b>	Ray Leary, Terry Goldman, Cynthia Haruyama, Karis Stoudamire-Phillips, Elisa Dozono (telephone) and Ex-officio Rex Burkholder
<b>Absent:</b>	Judie Hammerstad (excused), Chris Erickson(excused)
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Acting Chair Leary at the Oregon Convention Center at 12:30 p.m.
<b>1.0</b>	<b>QUORUM CONFIRMED</b> A quorum of Commissioners was present.
<b>2.0</b>	<b>COMMISSIONER EXOFFICIO COMMUNICATIONS</b> <ul style="list-style-type: none"> <li>On behalf of MERC, Commissioner Goldman read into the record a Proclamation acknowledging May 5-13, 2012 as National Travel and Tourism Week.</li> <li>Ex-officio Rex Burkholder provided an update of the Metro Council budget approval process.</li> <li>Commissioner Leary expressed his appreciation to Matthew Rotchford and all of the Expo staff for the outstanding efforts in hosting Cirque du Soleil.</li> <li>Ex-officio Burkholder noted his appreciation to ARAMARK as the Hoyt Street Station Café was selected as a finalist for the City of Portland's Best Sustainability award.</li> </ul>
<b>3.0</b>	<b>GENERAL MANAGER COMMUNICATIONS</b> <ul style="list-style-type: none"> <li>Teri Dresler welcomed Scott Cruickshank as the new OCC executive director.</li> <li>T. Dresler reported that the Metro Council approved an RFP for firms interested in developing a hotel adjacent to the Oregon Convention Center. She also noted that overall media review has been positive. Commissioner Dozono asked that the project schedule be posted on the website.</li> <li>T. Dresler acknowledged the Expo Center staff and their efforts during Cirque du Soleil. As well, Dresler acknowledged the OCC staff for the successful coordination of two significant events – Wheel of Fortune and the Specialty Coffee Association of America event.</li> <li>Invitation reminders: Portland Business Alliance annual breakfast meeting May 8<sup>th</sup>, 7: the Oregon Association of Minority Entrepreneurs luncheon on May 10; Welcome Reception for Scott Cruickshank on May 15 and the Oregon League of Minority Voters for Liberty and Hope Awards' reception and dinner on May 31. The week of May 21<sup>st</sup>, Teri Dresler and Scott Cruickshank will be participating in the Travel Portland Chicago/DC sales trip.</li> </ul>
<b>3.1</b>	March 2012 Financial Report
<b>4.0</b>	<b>TRAVEL PORTLAND 3<sup>RD</sup> QUARTER REPORT</b> <ul style="list-style-type: none"> <li>Jeff Miller presented the Travel Portland third quarter report to the Commission.</li> <li>Jeff Miller also reported on leveraging funding to allow sales staff to propose creative incentives to convention planners.</li> <li>Commissioner Leary expressed his concern for the 2013 forecast and inquired if Travel Portland staff is targeting population segments for minority opportunities. Jeff Miller responded that Travel Portland is looking at which markets have not booked in 2013 and he will ask his staff to look for minority opportunities.</li> </ul>
<b>5.0</b>	<b>MERC VENUES' BUSINESS REPORTS</b> <ul style="list-style-type: none"> <li>Robyn Williams, Matthew Rotchford and Scott Cruickshank provided respective venue business reports.</li> </ul>

	<ul style="list-style-type: none"> <li>• Ex-officio Rex Burkholder suggested the use of Metro paint for the PCPA mural project.</li> <li>• Commissioner Karis Stoudamire-Phillips commented that the mural project at PCPA should reflect Portland' cultural and ethnic diversity.</li> </ul>
<b>6.0</b>	<p><b>CONSENT AGENDA</b></p> <ul style="list-style-type: none"> <li>• <b>April 4, 2012 MERC Commission Record of Actions</b></li> <li>• <b>For the purpose of approving the ethics authorization form for upcoming Travel Portland familiarization tours and Travel Portland Customer Advisory board activities</b></li> <li>• A motion was made by Commissioner Stoudamire-Phillips and seconded by Commissioner Haruyama to approve the Consent Agenda.</li> </ul> <p><b>VOTING:</b> Aye: 5 (Dozono, Goldman, Haruyama, Stoudamire-Phillips, Leary)  Nay: 0  Motion Passed</p>
<b>7.0</b>	<p><b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b></p> <p>None</p>
<b>8.0</b>	<p><b>ACTION AGENDA</b></p>
<b>8.1</b>	<p><b>Resolution 12-07 for the purpose of approving and transmitting to Metro Council a budget amendment to the MERC Fund for fiscal year 2011-12.</b></p> <ul style="list-style-type: none"> <li>• Cynthia Hill presented Resolution 12-07 to the Commission.</li> <li>• A motion was made by Commissioner Stoudamire-Phillips and seconded by Commissioner Goldman to approve Resolution 12-07 as presented.</li> </ul> <p><b>VOTING:</b> Aye: 5 (Dozono, Goldman, Haruyama, Stoudamire-Phillips, Leary)  Nay: 0  Motion Passed</p>
<b>8.2</b>	<p><b>Resolution 12-08 for the purpose of approving and transmitting to Metro Council a budget amendment to the MERC Fund for fiscal year 2012-13</b></p> <ul style="list-style-type: none"> <li>• Cynthia Hill presented Resolution 12-08 to the Commission.</li> <li>• Commissioner Haruyama asked if budget item numbers one through four were merely carry over items and if number five was the item requiring a decision given the item is a reclassification issue and does not affect spending. Cynthia Hill confirmed.</li> <li>• Teri Dresler commented that the majority of items listed are technical amendments to the existing approved budget. Every year at this time, there are number of projects which will not be completed by the end of the fiscal year and thus, it is necessary to roll those projects over into the next fiscal year.</li> <li>• Commissioner Goldman noted a discrepancy between the total amount presented by Cynthia Hill and the amount stated in the report.</li> <li>• It was the consensus of the Commission that Resolution 12-08 would not be considered further until the dollar amounts were verified.</li> </ul>
<b>8.3</b>	<p><b>Resolution 12-09 for the purpose of approving changes to the MERC Personnel Policies</b></p> <ul style="list-style-type: none"> <li>• Mary Rowe presented Resolution 12-09 to the Commission.</li> <li>• Commissioner Dozono asked about the use of the Metro's logo issue previously discussed and Nathan Sykes responded that the Office of Metro Attorney is reviewing that issue.</li> <li>• A motion was made by Commissioner Goldman and seconded by Commissioner Stoudamire-Phillips to approve Resolution 12-09 as presented.</li> </ul>

8.4	<p><b>VOTING:</b> Aye: 5 (Dozono, Goldman, Haruyama, Stoudamire-Phillips, Leary) Nay: 0 Motion Passed</p> <p><b>Resolution 12-10 for the purpose of selecting City Center Parking to provide parking on labor and operational services to the Oregon Convention Center and the Expo Center and authorizing the General Manager to execute the contract with the City Center Parking to provide such services.</b></p> <ul style="list-style-type: none"> <li>Matthew Rotchford presented Resolution 12-10 to the Commission.</li> <li>Commissioner Dozono inquired about a FOTA candidate who was not successful in the process. Matthew Rotchford responded that the firm's response was not strong overall.</li> <li>Commissioner Dozono asked about the potential of automated parking in the lots. Matthew Rotchford responded that City Center Parking provided the Expo staff with a quote of \$222,000 for equipment and installation related to automated parking at the Expo Center.</li> <li>Commissioner Haruyama asked about the fiscal impact of the contract. Teri Dresler responded that the contract is based on reimbursed labor and over a three-year period, the cost would be approximately \$300,000. Commissioner Haruyama asked for an explanation of the benefits of investing in automated parking. M. Rotchford commented that further research would be necessary in order to be responsive to the question. Teri Dresler noted that as soon as more information is available on the impacts on Expo due to the Columbia River Crossing (CRC) project, staff will be in a better position to explore this option further.</li> <li>A motion was made by Commissioner Stoudamire-Phillips and seconded by Commissioner Goldman to approve Resolution 12-10 as presented.</li> </ul> <p><b>VOTING:</b> Aye: 5 (Dozono, Goldman, Haruyama, Stoudamire-Phillips, Leary) Nay: 0 Motion Passed</p> <p>Mark Goodman, co- president of City Center Parking expressed his appreciation to the MERC Commission for their trust in City Center Parking's management of the Convention Center and the Expo Center parking operations.</p>
	As there was no further business to come before the Commission, the meeting adjourned at 2:35 p.m.



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

[www.oregonmetro.gov](http://www.oregonmetro.gov)



## **Metro | *Exposition Recreation Commission***

### **2012 Proclamation**

#### **May 5-13, 2012 National Travel and Tourism Week**

**Whereas** travel matters to the nation's economic prosperity and its image abroad, to business wealth and to individual travelers;

**Whereas** travel to and within the United States provides significant economic benefits for the nation, generating \$1.9 trillion in economic output in 2011, with \$812.9 billion spent directly by travelers that spurred an additional \$1 trillion in other industries;

**Whereas** travel is among the largest private-sector employers in the United States, supporting 14.4 million jobs in 2011, including 7.5 million directly in the travel industry and 6.9 million in other industries and generated \$194.6 billion in payroll for those employed directly in US Travel;

**Whereas** travelers' spending directly generated tax revenues of \$124 billion for federal, state and local governments, funds used to support essential services and programs;

**Whereas** the Portland region accounts for \$3.8 billion in travel spending, tax receipts, employment and payroll and 29,000 jobs in the industry;

**Whereas** international travel to the United States is the nation's largest single export industry – greater than the export of business services, machinery, computer and electronic products, motor vehicles and agriculture; resulting in a \$42 billion in balance of travel trade surplus for the US;

**Whereas** meetings, events and incentive travel are core business functions that help companies strengthen business performance – averaging a return on investment of \$12.50 in profits and \$3.80 in revenue for every dollar spent on corporate travel – align and educate employees and customers, and reward business accomplishments;

**Whereas** leisure travel, which accounts for more than three-quarters of all trips taken in the United States, spurs countless benefits to travelers' creativity, cultural awareness, education, happiness, productivity, relationships and wellness;

**Whereas** travel is a catalyst that moves the national economy forward; and

**Whereas** travel and tourism is integral to the business success of the MERC venues, assisting in the generation of \$ 613 million in regional economic impact and support of 6,040 jobs in the tri-county metropolitan area in fiscal year 2010-11;

**Now**, therefore, the Metropolitan Exposition Recreation Commission proclaims May 5-13, 2012 as National Travel and Tourism Week and Recognizing the Impact of Our Local Travel and Tourism Industry on the venues under our management.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 12-07**

For the purpose of approving and transmitting to the Metro Council a budget amendment to the MERC Fund for current fiscal year 2011-12.

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

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

**WHEREAS**, the Commission previously approved and transmitted to the Metro Council the fiscal year 2011-12 budgets for the MERC Fund; and


**WHEREAS**, MERC staff request amendments to the current budget for the reasons described in the attached Staff Report.

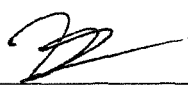
**BE IT THEREFORE RESOLVED**, that the Metropolitan Exposition Recreation Commission approves a budget amendment to the MERC Fund as described in the attached Staff Report and Exhibit A for the fiscal year beginning July 1, 2011 and ending June 30, 2012 for inclusion as part of the total Metro budget for this period and requests that the Metro COO present this to the Metro Council for ratification.

Passed by the Commission on May 2, 2012.

Approved as to Form:  
Alison Kean Campbell, Metro Attorney

  
Chair

  
Secretary/Treasurer

By:   
Nathan A. Schwartz Sykes, Senior Attorney

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 12-09**

**For the purpose of adopting changes to the MERC Personnel Policies.**


**WHEREAS**, the Metropolitan Exposition Recreation Commission (MERC) is authorized to adopt personnel policies pursuant to Metro Code Sections 2.02.010 (b) and 6.01.040(a); and

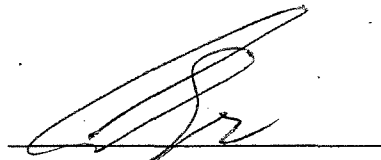
**WHEREAS**, MERC periodically updates the MERC Personnel Policies (the Personnel Policies) in accordance with both legal requirements and agency wide policies.

**THEREFORE BE IT RESOLVED:**


That the Metropolitan Exposition Recreation Commission adopts the changes to the Personnel Policies in a form substantially similar to the attached Exhibit A.

Passed by the Commission on May 2, 2012.

  
Chair

  
Secretary-Treasurer

Approved As To Form:  
Alison Kean Campbell, Metro Attorney

By:   
Nathan A. Schwartz Sykes, Senior Attorney

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 12-10**

Approval of the selection of City Center Parking to provide parking lot labor and services for the Oregon Convention Center and Portland Exposition Center and approval of the Contract with City Center Parking to provide such services.

**WHEREAS**, the current agreement to provide parking lot labor and services to the Oregon Convention Center and Portland Exposition Center will expire on June 30, 2012;

**WHEREAS**, it is in the best interests of the Commission to contract for parking lot labor and services to its facilities; and

**WHEREAS**, the Commission issued a Request for Proposals to provide parking lot labor and services to be effective July 1, 2012; and

**WHEREAS**, a qualified Selection Committee was established to evaluate and score responses to the Request for Proposals; and

**WHEREAS**, the Selection Committee based upon the response to the Request for Proposals unanimously recommends City Center Parking as the most qualified to provide parking lot labor and services to the Commission facilities.

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

1. Approves the selection of City Center Parking as the most responsive proposer to the parking Request for Proposals #12-2053; and
2. Approves the Contract with City Center Parking in substantially the form attached as Exhibit A and delegates the authority to the General Manager to execute the Contract.

Passed by the Commission on May 2, 2012.

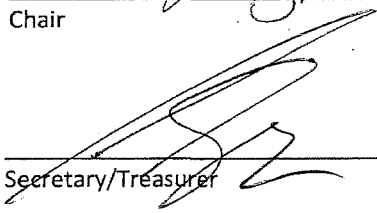
Approved as to form:

Alison Kean Campbell, Metro Attorney

  
Chair

By: 

Nathan A. Schwartz Sykes, Senior Attorney

  
Secretary/Treasurer

**Metropolitan Exposition Recreation Commission  
Record of MERC Commission Actions**

June 6, 2012  
Oregon Convention Center  
777 NE Martin Luther King Jr. Blvd. Room B114-115

<b>Present:</b>	Elisa Dozono (Acting Chair), Ray Leary , Terry Goldman , Karis Stoudamire-Phillips, Chris Erickson , Judie Hammerstad (via telephone), and ex-officio Rex Burkholder
<b>Absent:</b>	Cynthia Haruyama (excused)
	<p>A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Acting Chair Elisa Dozono at 12:30 p.m.</p> <p>Acting Chair Dozono asked if there was any opposition to moving the action agenda to the beginning portion of the meeting to accommodate Commissioners' schedules and allow for a voting quorum. No opposition was expressed.</p>
<b>1.0</b>	<p><b>QUORUM CONFIRMED</b></p> <p>A quorum of Commissioners was present.</p>
<b>2.0</b>	<p><b>COMMISSIONER EX-OFFICIO COMMUNICATIONS</b></p> <ul style="list-style-type: none"> <li>• Commissioner Leary introduced students from George Middle School and Roosevelt Middle School.</li> <li>• Commissioner Erickson commented on the season opening of PCPA's Music on Main Street series as well as the new OCC Plaza Palooza music series.</li> </ul>
<b>7.0</b> <b>7.1</b>	<p><b>ACTION AGENDA</b></p> <p><b>Resolution 12-08 for the purpose of approving and transmitting to Metro Council a budget amendment to the MERC Fund for fiscal year 2012-13</b></p> <ul style="list-style-type: none"> <li>• Cynthia Hill presented Resolution 12-08 to the Commission. C. Hill noted that since the May Commission meeting, the budget amendment had two additional items which included: the OCC north plaza brick and concrete issues project and the OCC plaza free concert series.</li> <li>• Ex officio Burkholder asked for more detail related to the capital project carry over and elimination of three projects. Scott Cruickshank responded that the replacement of catering china will be postponed until full funding is available. The Skyview Terrace tasting kitchen will be considered in the future, however, this project is considered a low priority.</li> <li>• A motion was made by Commissioner Goldman and seconded by Commissioner Leary to approve Resolution 12-08 as presented.</li> </ul> <p><b>VOTING:</b> Aye: 6 (Dozono, Goldman, Stoudamire-Phillips, Erickson, Hammerstad, Leary) Nay: 0 Motion Passed</p>
<b>7.2</b>	<p><b>Resolution 12-11 for the purpose of approving the third extension to the National Sales, Marketing, and Convention Services Agreement with travel Portland from July 1, 2012 to June 30, 2014</b></p> <ul style="list-style-type: none"> <li>• Scott Cruickshank presented Resolution 12-11 to the Commission.</li> <li>• Commissioner Leary asked how many extensions were available in the contract. Teri Dresler responded that the final two-year contract extension could be considered in June of 2014. If the final extension were to be approved, the contract would then expire in June of 2016.</li> <li>• Ex officio Burkholder asked Jeff Miller, of Travel Portland, how the contract performance measures that Mr. Miller had developed when he was the MERC GM have evolved over the term of the contract. Jeff</li> </ul>

7.3	<p>Miller responded that the contract annual goals have changed over time to ensure measurement of goals and meet business needs.</p> <ul style="list-style-type: none"> <li>Commissioner Dozono expressed appreciation to Jeff Miller and Travel Portland staff for the efforts in attracting minority conventions to Portland in the last couple of years.</li> <li>A motion was made by Commissioner Goldman and seconded by Commissioner Stoudamire-Phillips to approve Resolution 12-11 as presented.</li> </ul> <p><b>VOTING:</b> Aye: 6 (Dozono, Goldman, , Stoudamire-Phillips, Erickson, Hammerstad, Leary) Nay: 0 Motion Passed</p> <p><b>Resolution 12-12 for the purpose of approving the fiscal year 2012-13 MERC Commission slate of officers</b></p> <ul style="list-style-type: none"> <li>Chair Hammerstad presented the proposed fiscal year 2012-13 slate of officers as follows: Chair – Chris Erickson; Vice Chair - Judie Hammerstad and Secretary-Treasurer – Terry Goldman.</li> <li>A motion was made by Commissioner Dozono and seconded by Commissioner Erickson to approve Resolution 12-12 as presented.</li> </ul> <p><b>VOTING:</b> Aye: 6 (Dozono, Goldman, , Stoudamire-Phillips, Erickson, Hammerstad, Leary) Nay: 0 Motion Passed</p> <ul style="list-style-type: none"> <li>Acting Chair Dozono expressed her appreciation to Judie Hammerstad for her leadership in the past year as the Commission Chair.</li> </ul>
3.0  3.1	<p><b>GENERAL MANAGER COMMUNICATIONS</b></p> <ul style="list-style-type: none"> <li>Teri Dresler updated the Commission on the timeline for the Request for Proposal related to the Oregon Convention Center hotel. T. Dresler commented the RFP is on the Metro website has been advertised in multiple national and local publications. Dresler also reported that an <i>Oregonian</i> editorial board visit is scheduled later this month. Stephanie Soden commented that the visit will be led by Metro Council President Tom Hughes; Portland Development Commission Board Chair Scott Andrews and local hotelier, Harold Pollin.</li> <li>T. Dresler reported the contract for parking services at Expo and OCC approved by the Commission last month will be amended. Commission action is not required for the amendment.</li> <li>T. Dresler reported that a June 18 meeting is scheduled with City of Portland, Tri-Met, Metro, Lloyd District and Travel Portland staffs to discuss the Convention Pass Program.</li> <li>T. Dresler noted that the July Commission meeting may be canceled and Commissioners will be notified.</li> </ul> <p><b>April 2012 Financial Report</b></p> <ul style="list-style-type: none"> <li>Teri Dresler reported that the financial report has been reformatted and Commissioner feed-back would be appreciated. Each venue is reporting increased revenue and expenditures are within or below budget.</li> <li>Jeff Miller provided a brief overview of the proposed Tourism Improvement District which will assess a fee on hotel rooms to enhance marketing and sales efforts for the Portland market. He noted the Portland City Council will consider the proposal next week. Commissioner Leary asked if Travel Portland would administer the fund. Jeff Miller responded in the affirmative and noted that a subcommittee would determine use of TID funds.</li> </ul> <p><i>Note:</i> Commissioner Hammerstad left the meeting at 1:19 p.m.</p>
4.0	<p><b>DISCUSSION OF PROPOSED CHANGES TO MERC PERSONNEL POLICIES</b></p> <ul style="list-style-type: none"> <li>Mary Rowe provided an overview of the proposed changes to three MERC personnel policies which included: jury duty and witness leave; leave without pay and payroll procedures.</li> </ul>

	<ul style="list-style-type: none"> <li>Commissioner Dozono asked if health benefits would cease during unpaid leave and also asked if there was any maximum length of time for unpaid leave. Mary Rowe responded that health benefits would continue as long as the unpaid leave is covered under family medical leave. If the extended leave is not covered under family medical leave health benefits would need to be purchased from COBRA. M. Rowe noted the maximum amount of extended leave is 180 days.</li> </ul>
<b>6.0</b>	<b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b> <ul style="list-style-type: none"> <li>Ben Marston - lead bartender at the PCPA ArtBar and Wendy Combs, warehouse runner for ARAMARK provided public comment, which is attached and made a part of this meeting record.</li> </ul>
<b>5.0</b>	<b>MERC VENUES' BUSINESS REPORTS</b> <ul style="list-style-type: none"> <li>Lori Leyba-Kramer, Matthew Rotchford and Scott Cruickshank provided respective venue business reports.</li> </ul>
	As there was no further business to come before the Commission, the meeting was adjourned at 1:54 p.m.

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

**Ben Marston - Lead Bartender at Art Bar.**

**Wendy Combs - Warehouse Runner for ARAMARK**

**Ben Marston:** Hello, my name is Ben Marston. I'm a lead bartender at ArtBar and Keller Martini Bar and also I'm a shop steward representing my sisters and brothers here at Local 9. I have worked for Aramark at PCPA for ten years this August and I love what I do and all the people that I work with. I would like to thank all the fine public servants who work so hard to manage and maintain our facilities particularly Robyn Williams who does such a fine job as a director of the PCPA. Thank you for providing this forum so that people in the City can be heard. My fellow members and I are here today because we have issues with jacket which became our uniform a year ago. I understand that MERC has no direct say in Aramark's uniform policy however we were told by our managements that MERC requested that the Aramark get these jackets. So we do feel that you have some influences in this matter. It is not my intention to bad talk Aramark. I understand they have an obligation to you and their clients to make sure that we are all in uniform. Aramark went to some expense to provide those uniforms to us free of charge and we are proud of them for that and they are very nice looking and great for formal catered events as you have probably witnessed. The biggest issue is that the jacket is not appropriate for warm weather. When Aramark first mentioned jackets to the union, we were told they are made by good comfortable breathable material. I'm not suggesting Aramark purposely mislead us. But that is not what we have got. These jackets are made by very itchy synthetic material that does not breathe well. One of our coworker recently did an experiment and found that water does not run through it, so it obviously is not breathing. I have an example if anyone would like to try it on. Even when we are working inside, the building can get really hot. For example, night of June 3<sup>rd</sup>, we had a rock performance called Dou Tree. The night was muggy and Keller was packed. Guests wearing T-shirts complained it was hot. So far two workers have reported feeling dizzy during that shift due to the heat, jackets and pressed people. I, myself, am prone to fainting. I think if someone passing out in a future, in part because of this jacket is a real possibility. Furthermore, some of my co workers might be going through menopause or have other medical issues and they can make even more uncomfortable in the jackets and yet they are considered out of uniform if they so much as unbutton the collar. On the same night, the night of Dou Tree, the guest remarked I looked flushed; indeed my face was red and covered by sweat. And I ask myself if rock and roll fans really care that we wear jackets. We are asking Aramark to consider allowing optional uniform for hot weather and for those who has heat related medical issues which they have graciously agreed to do in the past before the jacket was brought in. We are asking that union has some inputs and influence that we may avoid when same issues coming up again. We are organizing petition which I expected to be unanimous urging Aramark to work with us on this. We are also proposing summer uniform language to be added in the Union contract. We hope that we have the support of MERC in this endeavor. Finally if we asked our guests to weigh in on this matter, I am confident that they wouldn't want us to suffer for the sake, or for the sake of uniformity. So as this policy is about the guests, why don't we ask them? As served for 9 years in a polo shirt, I don't think my guests are any less satisfied than they are now. That's just my opinion. I do think that what keeps our many regulars coming back to the Artbar and Keller Martini Bar year after year is that we are individuals and not just an interchangeable uniform of nylons. I mean after all this is Portland, right? So, thank you and have a great day.

**Acting Chair Dozono:** Thank you. Wendy Combs?

**Wendy Combs:** Hi, my name is Wendy Combs. I have been a warehouse runner for Aramark for 11 years. And everything is great and uniforms are very nice. This is what it looks like, however, they don't breathe and it gets really hot in them with the weather warming up. We have had a couple of concerts where several people have been sweating and over heating and we haven't even gotten to the higher temperature yet. And during the load in time, when patrons and guests are coming in, the doors has to be open and all of the extra heat outside floods in even though there is air-conditioning in there you can't feel the air conditioning for a while. In a past we have had some kind of short sleeve shirt or polo which made a big difference. Comfortable and not sweating and dropping on the food. That's pretty much all I have. Thank you.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 12-08**

For the purpose of approving and transmitting to the Metro Council budget amendments to the MERC Fund Approved Budget for fiscal year 2012-13, and requesting amendment of the Five Year Capital Improvement Plan FY 2012-13 through FY 2016-17 (CIP).

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

**WHEREAS**, MERC previously approved and transmitted to the Metro Council the fiscal year 2012-13 budget for the MERC Fund; and

**WHEREAS**, MERC staff request certain budget amendments to the approved budget for fiscal year 2012-2013; and

**WHEREAS**, the budget amendments include changes to the CIP that eliminate three existing projects and add two new projects.

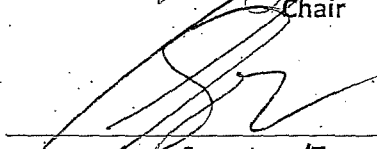
**BE IT THEREFORE RESOLVED THAT,**

1. MERC approves the budget amendments to the MERC Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013 for inclusion as part of the total Metro budget for this period and approves the requested changes to the CIP as described in the attached Staff Report and Exhibit A.
2. MERC requests that the Metro COO present the budget and CIP amendments to the Metro Council for ratification.

Passed by the Commission on June 6, 2012.

Approved as to Form:  
Alison Kean Campbell, Metro Attorney

  
Chair

  
Secretary/Treasurer

By:   
Nathan A. Schwartz Sykes, Senior Attorney

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 12-11**

**For the Purpose of approving the extension of the National Sales, Marketing and Convention Services Agreement for the Oregon Convention Center with Travel Portland.**

WHEREAS, MERC oversees the operation of the Oregon Convention Center; and

WHEREAS, MERC and Travel Portland are parties to a Sales, Marketing, Convention Services Agreement for the Oregon Convention Center ("the Agreement"); and

WHEREAS, the Agreement provides for up to four two-year extensions at MERC's discretion; and

WHEREAS, MERC approved the second two-year extension to the original term of the Agreement and this extension expires on June 30, 2012; and

WHEREAS, in order to maximize the economic impact of the Oregon Convention Center for the Tri-County Metropolitan Region, Travel Portland provides critical support so that conventions, tradeshow and other national events take place at the Oregon Convention Center through a comprehensive Sales and Marketing plan to sell Portland as a destination; and

WHEREAS, MERC is satisfied with the efforts of the Travel Portland Team to accomplish the goals and duties outlined in the Agreement; and

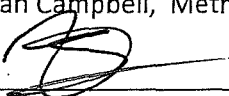
WHEREAS, the General Manager has sent the required sixty day notice to Travel Portland contingent upon MERC's approval of this extension.


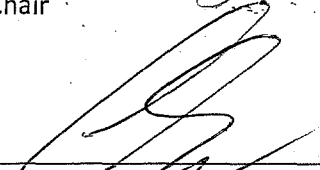
**BE IT THEREFORE RESOLVED AS FOLLOWS:**

MERC approves the extension of the National Sales, Marketing and Convention Service Agreement with Travel Portland for an additional two year term from July 1, 2012 through June 30, 2014 and authorizes the General Manager to execute the attached Amendment to the Agreement on behalf of the Commission.

Passed by the Commission on June 6, 2012.

Approved as to Form:  
Alison Kean Campbell, Metro Attorney

By:   
Nathan A. Schwartz Sykes, Senior Attorney

  
Chair  
  
Secretary-Treasurer

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**Resolution No. 12-12**

**For the Purpose of Electing MERC Officers for Fiscal Year 2012-13.**

WHEREAS, at the June 6, 2012 regular meeting of the Metropolitan Exposition-Recreation Commission, the following Commissioners were nominated and elected as the Metropolitan Exposition-Recreation Commission officers for a one- year term, beginning July 1, 2012 and ending June 30, 2013:

<b>Chair:</b>	Chris Erickson
<b>Vice Chair:</b>	Judie Hammerstad
<b>Secretary-Treasurer:</b>	Terry Goldman

**BE IT THEREFORE RESOLVED** that the above slate of officers of the Metropolitan Exposition-Recreation Commission be hereby confirmed.

Passed by the Commission on June 6, 2012.

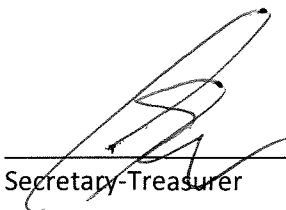
Approved as to form:  
Alison Kean Campbell, Metro Attorney



Nathan A. Schwartz Sykes, Senior Attorney



Chair



Secretary-Treasurer

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# **MERC Commission Meeting**

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August 1, 2012  
12:30 pm

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8.0 - Action Agenda

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**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**RESOLUTION NO. 12-13**

**For the purpose of entering into Memorandum of Understanding with the Visitor Development Fund, Inc., for Enhanced Marketing of the Oregon Convention Center.**

**WHEREAS**, the Visitors Development Fund, Inc. ("VDF") was created to carry out the purposes contemplated in the Visitor Facilities Intergovernmental Agreement, entered into by and between the City of Portland, the County of Multnomah, and Metro on January 31, 2001 (the "VDI Agreement") and the Visitor Development Fund Services Agreement by and between VDF, the City of Portland, the County of Multnomah, and Metro on April 26, 2001 (the "VDFS Agreement");

**WHEREAS**, in 2011, the City of Portland refinanced the tax revenue bonds issued pursuant to the VDI Agreement; such refinancing decreased the scheduled debt service on the bonds and increased the annual net revenues remaining in the Visitor Facilities Trust Account ("VFTA"), which account the VDF oversees and supervises;

**WHEREAS**, in accordance with the terms of the VDI Agreement, on an annual basis a portion of the VFTA funds may be paid to the Metropolitan Exposition and Recreation Commission (the "Commission") to cover the operating, capital repair and maintenance costs of the Oregon Convention Center ("OCC"); such payment is commonly referred to as "bucket 4" of the existing VFTA "bucket system";

**WHEREAS**, as a result of the City's bond refinancing, staff has recommended that the Commission request an increased payment from the VFTA to cover additional marketing costs that the Commission intends to spend to enhance the ability of the OCC to be highly competitive as a venue for national conventions; and

**WHEREAS**, the attached Memorandum of Understanding documents the parties mutual intent to use any additional "bucket 4" funds allocated for enhanced marketing purposes of the OCC in order to more fully achieve the purposes of the VDI Agreement.

**BE IT THEREFORE RESOLVED**, the Commission approves the Memorandum of Understanding with the Visitor Development Fund, Inc., in the form substantially similar to the attached Exhibit A, and authorizes the Metro Chief Operating Officer to execute the Memorandum of Understanding on behalf of the Commission.

Passed by the Commission on August 1, 2012.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary/Treasurer

Approved As to Form:  
Alison Kean Campbell, Metro Attorney

By: \_\_\_\_\_  
Ashley H. McCarron  
Senior Attorney

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of approving a Memorandum of Understanding with the Visitor Development Fund, Inc. (V.D.F.) for enhanced marketing of the Oregon Convention Center.

**Resolution No.** 12-13

**Presented by:** Teri Dresler and Dan Cooper

**Date:** August 1, 2012

**Background and Analysis:**

The Visitors Development Fund, Inc. ("VDF") was created to carry out the purposes contemplated in the Visitor Facilities Intergovernmental Agreement, entered into by and between the City of Portland, the County of Multnomah, and Metro on January 31, 2001 (the "VDI Agreement") and the Visitor Development Fund Services Agreement by and between VDF, the City of Portland, the County of Multnomah, and Metro on April 26, 2001 (the "VDFS Agreement").

In 2011, the City of Portland refinanced the tax revenue bonds issued pursuant to the VDI Agreement to finance the Oregon Convention Center ("OCC"); such refinancing decreased the scheduled debt service on the bonds and increased the annual net revenues remaining in the Visitor Facilities Trust Account ("VFTA"), which account the VDF oversees and supervises.

In accordance with the terms of the VDI Agreement, on an annual basis a portion of the VFTA funds may be paid to the Metropolitan Exposition and Recreation Commission (the "Commission") to cover the operating, capital repair and maintenance costs of the OCC; such payment is commonly referred to as "Bucket 4" of the existing VFTA "bucket system".

As a result of the City's bond refinancing, staff has recommended that the Commission request an increased payment from the VFTA to cover additional marketing costs that the Commission intends to spend to enhance the ability of the OCC to be highly competitive as a venue for national conventions. The Commission included this request in its proposed budget and the budget was adopted by the Metro Council.

The attached Memorandum of Understanding (M.O.U.) documents the parties mutual intent to use any additional "bucket 4" funds allocated for enhanced marketing purposes of the OCC in order to more fully achieve the purposes of the VDI Agreement.

The VDF Board considered the Memorandum of Understanding at its meeting on June 8, 2012 and approved the M.O.U. At the same meeting, the Board reviewed and acknowledged the MERC Commission's request for additional operating support for the OCC for fiscal year 2012-13 (Bucket 4 request).

Approval of the M.O.U will allow Travel Portland and OCC to enhance marketing by securing more favorable sized room block agreements for future business at OCC. The M.O.U is for the current fiscal year V.D.I. revenue stream only, but funds will be utilized in future fiscal years if successful renewal of the M.O.U on an ongoing basis should be considered.

Because the funds utilized for the M.O.U are derived from long term sources from the OCC bonds refinance, there is no adverse impact to V.D.I. revenue or other uses of V.D.I. funds.

The Commission will receive reports from Travel Portland and the V.D.F. board as part of the regular reporting process.

**FISCAL IMPACT:**

Funding is available from the annual Bucket 4 request. Execution of the M.O.U should have positive impact on future OCC revenue.

**RECOMMENDATION:**

Staff recommends approval of Resolution 12-13.

## **EXHIBIT A**

### **MEMORANDUM OF UNDERSTANDING Enhanced Marketing for Oregon Convention Center**

This Memorandum of Understanding ("MOU"), effective \_\_\_\_\_, 2012, is by and between the Visitor Development Fund, Inc., an Oregon nonprofit corporation (the "VDF") and the Metropolitan Exposition Recreation Commission ("MERC"), an appointed commission of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter.

#### **Recitals**

A. Metro and MERC are responsible for a number of programs and facilities, including the Oregon Convention Center (the "OCC").

B. OCC's principal mission is to maximize the economic benefits for the tri-county Portland metropolitan region and the State of Oregon by hosting conventions, trade shows, and similar events which result in substantial attendance by visitors to the region.

C. VDF was created to carry out the purposes contemplated in the Visitor Facilities Intergovernmental Agreement, entered into by and between the City of Portland, the County of Multnomah, and Metro on January 31, 2001 (the "VDI Agreement") and the Visitor Development Fund Services Agreement by and between VDF, the City of Portland, the County of Multnomah, and Metro on April 26, 2001 (the "VDFS Agreement").

D. VDF is charged with supervising, overseeing, and approving expenditures from the Visitor Facilities Trust Account ("VFTA") and formulating and developing programs to attract visitors to Portland and Multnomah County that maximize hotel and vehicle rentals.

E. In 2011, the City of Portland refinanced the tax revenue bonds issued pursuant to the VDI Agreement; such refinancing decreased the scheduled debt service on the bonds and increased the annual Net Revenues remaining in the VFTA by approximately \$875,000 (the "Additional Funds").

F. In accordance with Section II(D)(4)(d) of the VDI Agreement and Multnomah County Ordinance No. 957 adopted on January 25, 2001, on an annual basis a portion of the VFTA funds may be paid to Metro to cover the operating, capital repair and maintenance costs of the OCC ("OCC's Operating Deficit"). Such payment is commonly referred to as "bucket 4" of the existing VFTA "bucket system."

G. As a result of the City's bond refinancing, Metro plans to request an increased "bucket 4" payment from the VFTA to cover additional marketing costs that Metro intends to spend to enhance the ability of OCC to be highly competitive as a venue for national conventions.

H. VDF has conducted a study of how using the Additional Funds for enhanced marketing for the OCC would have the greatest impact and achieve the purposes of the VDI Agreement.

I. This MOU documents the mutual intent of MERC and VDF to use the Additional Funds for OCC enhanced marketing purposes in order to more fully achieve the purposes of the VDI Agreement, as is more particularly set forth below.

### **Agreement**

**1. Purpose.** The purpose of this MOU is to memorialize the parties' understanding regarding their respective roles and undertakings regarding utilizing the Additional Funds to cover certain marketing costs of the OCC. MERC and VDF's joint goal is to increase and enhance current marketing initiatives in order to maximize the regional job potential of the OCC.

**2. VDF Task Force Recommendations.** Attached as Exhibit 1 to this MOU is a copy of the VDF Task Force Recommendations listing supplemental marketing criteria for the OCC. MERC and VDF agree that implementing the listed recommendations will improve OCC's ability to attract national convention, trade show, and event business.

**3. Request for and Use of Additional Funds.** MERC submitted its Proposed Budget to the Metro Council and included \$875,000 to be part of its "bucket 4" request with the intent to pay such amount to VDF when it is received from the County. On May 5, 2012, the Metro Council approved the budget as submitted and continued it for final adoption. VDF agrees to utilize the Additional Funds for the purposes set forth in Exhibit 1 and to use such funds in a manner consistent with its process for allocating other funds it receives pursuant to the VDI Agreement (commonly referred to as "bucket 6"). VDF will provide reports to MERC regarding the use of the Additional Funds in the same manner it reports usage of other VDI resources. VDF's compensation for the services performed under this Agreement shall come from the Additional Funds paid to Metro by Multnomah County from the VFTA "bucket system".

**4. Term.** The parties intend that this MOU is effective for the 2012/2013 fiscal year period and shall control expenditures of the funds allocated to VDF under the VDI Agreement.

**5. Miscellaneous.** Unless otherwise defined herein, all capitalized terms which are used in this MOU shall have the meanings given to them in the VDI Agreement.

IN WITNESS WHEREOF, MERC and VDF have executed this MOU effective as of the date set forth above.

**MERC**

**VDF**

By: \_\_\_\_\_  
Martha Bennett  
Title: Chief Operating Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 12-14**

**For the purpose of adopting changes to the MERC Personnel Policies.**

**WHEREAS**, the Metropolitan Exposition Recreation Commission (MERC) is authorized to adopt personnel policies pursuant to Metro Code Sections 2.02.010 (b) and 6.01.040(a); and

**WHEREAS**, MERC periodically updates the MERC Personnel Policies (the Personnel Policies) in accordance with both legal requirements and agency wide policies.

**THEREFORE BE IT RESOLVED:**

That the Metropolitan Exposition Recreation Commission adopts the changes to the Personnel Policies in a form substantially similar to the attached Exhibit A.

Passed by the Commission on August 1, 2012.

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Chair

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Secretary-Treasurer

Approved As To Form:

Alison Kean Campbell, Metro Attorney

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

Nathan A. Schwartz Sykes, Senior Attorney

## MERC STAFF REPORT

**Agenda Item/Issue:** For the purpose of adopting changes to the MERC Personnel Policies.

**Resolution No.** 12-14

**Presented by:** Mary Rowe, Metro HR Director

**Date:** August 1, 2012

### **Background and Analysis:**

The MERC Commission last approved a venues policy handbook in August 2007. Since that time, there are new laws, additional regulations, and a need to update the information. Under a directive from the Metro Chief Operating Officer, a review of both the MERC policy handbook and the Metro handbook EO #88 was done to determine where there is policy overlap, best practices language, and the most urgently needed changes. The goal is to provide all Metro employees with one set of personnel policies and procedures that will serve as the primary set of practices for non-represented staff and for represented employees where contract language is silent. Human Resources staff in consultation with department managers, the Office of Metro Attorney, and the Metro Senior Leadership Team has developed these policies.

The new policies will have a rolling implementation with groups of policies, approved, distributed and implemented in batches. This departure from the past method of adopting an entire policy handbook allows management to respond promptly and efficiently to changing workplace conditions. It also meets Metro's sustainability goals since most employees will be able to access the information on-line. Printed copies will be available for those employees without internet access.

### **RESOLUTION:**

Attached is a spreadsheet (Exhibit A) listing the group of policies submitted for MERC Commission approval.

### **LONG RANGE FISCAL IMPACT:**

There is no fiscal impact associated with implementation of these policies.

### **RECOMMENDATION:**

Staff recommends approval of Resolution 12-14.

## EXHIBIT A, RESOLUTION 12-14 - POLICY MATRIX BATCH #2B

Following is a list of policies that Metro Human Resources has created or recently updated. These proposed policies supersede those listed in the Metro Employee Handbook (EO #88) and the MERC Personnel Policies Handbook (8/1/07). All other policies in those documents remain in force.

Policy	Existing MERC Policy	Existing Metro Policy	Legal Requirement	Policy Summary	Fiscal Impact	Business Impact
<b>Jury duty and witness leave</b>	Yes 16.6	Yes E.O. 88 (31)( B)	Yes ORS 10.090; new HB 2828 eff. Jan 2012	<ul style="list-style-type: none"> <li>Provides paid leave for service as a juror or witness, consistent with current policies.</li> <li>Provides unpaid leave when an employee is a witness in a case to which he or she is a party, consistent with current policies.</li> <li>Updates policy to reflect new state law requiring continuation of benefits during jury service.</li> <li>Reconciles differences between MERC and Metro policies in regard to covered employees. Current MERC policy applies to full-time employees only; current Metro policy applies to permanent employees only. Proposed policy applies to all regular and limited duration employees who are eligible to receive benefits, so for MERC it will remain limited to full-time only.</li> <li>Clarifies expectations for return to work after a partial day of jury or witness service.</li> <li>Provides that with the employee's permission, Metro may petition the court to excuse employee in the event that the absence would cause extreme hardship.</li> </ul>	<ul style="list-style-type: none"> <li>None: does not change coverage for MERC employees.</li> <li>Limits legal liability.</li> </ul>	<ul style="list-style-type: none"> <li>Promotes consistent practices across the agency.</li> <li>Clarifies procedures.</li> <li>Ensures compliance with state law.</li> </ul>
<b>Leave without pay</b>	Yes 16.8	Yes E.O. 88 (30)	No	<ul style="list-style-type: none"> <li>Allows discretion to award a full-time, benefits-eligible regular status or limited duration employee an unpaid leave of absence for any reasonable purpose, provided such leave can be</li> </ul>	<ul style="list-style-type: none"> <li>None – MERC and Metro already have Leave Without Pay policies. Leave is</li> </ul>	<ul style="list-style-type: none"> <li>Promotes consistent practices across the agency.</li> </ul>

				<p>scheduled without adversely affecting Metro’s operations.</p> <ul style="list-style-type: none"><li>• Reconciles differences between MERC and Metro policies in regard to length of leave; adopts shorter MERC timeframe.</li><li>• Reconciles differences between MERC and Metro policies in regard to the approval process.</li></ul>	<p>discretionary.</p>	<ul style="list-style-type: none"><li>• Clarifies procedures.</li></ul>
<b>Payroll procedures</b>	<p>Yes Section 7</p>	<p>Yes E.O. 88 (12)</p>	<p>Yes Wage and hour laws</p>	<ul style="list-style-type: none"><li>• Outlines payroll procedures and responsibilities in more detail than current policies.</li><li>• Includes procedures for resolving underpayments and overpayments consistent with applicable law.</li></ul>	<ul style="list-style-type: none"><li>• Limits legal liability.</li></ul>	<ul style="list-style-type: none"><li>• Clarifies procedures.</li><li>• Ensures compliance with state and federal law.</li></ul>



## Metro | Policies and procedures

DRAFT

**Subject** Jury Duty and Witness Leave

**Approved by** Martha Bennett, Chief Operating Officer

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### POLICY

*It is Metro's policy to comply with Oregon law allowing employees to take leave from work for jury duty without the loss of any employment benefits. Metro also provides leave to employees who are subpoenaed as witnesses. Benefits-eligible regular status and limited duration employees will be granted paid leave for jury duty and qualifying witness service.*

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### Applicable to

Excused leave: All Metro employees.

Paid leave in addition to accruals: Regular status and limited duration employees who are eligible to receive benefits from Metro.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of the collective bargaining agreement will prevail.*

### Definitions

**Subpoena:** An order issued by the court requiring you to appear in person at a certain place, date and time to testify as a witness about a particular case.

### Guidelines

1. All Metro employees will be excused from work when summoned for jury duty or subpoenaed to appear as a witness before a court, legislative committee or judicial or quasi-judicial body in a matter in which the employee is not a party.
2. Paid leave will be granted to benefits-eligible regular status and limited duration employees during jury duty or witness service except as specified below. Paid leave granted under this provision is in addition to the employee's regularly accrued paid leave.
3. With the employee's agreement, Metro may petition for removal of an employee from jury duty if the employee's absence would cause an undue hardship to Metro's operations.
4. Metro will not coerce or retaliate against employees due to their jury or witness service.
5. If an employee is required to appear in a matter in which he or she is a party, time off may be granted subject to attendance policies and work rules. Such time off must be paid from the employee's accrued paid time off. If the employee does not have accrued time off, the leave will be unpaid.
6. If an employee is required to appear in court or before another government body in connection with his or her assigned duties, such time (including travel time) will be paid work time. The employee will pay to Metro any fees received for this service.

7. Employees who are required to appear in court in connection with their status as a victim of a personal felony, domestic violence, sexual assault, harassment or stalking may have additional rights under other Metro policies. Please see Metro's Crime Victims' Leave Policy and Domestic Violence, Sexual Assault, Harassment and Stalking Protections Policy or contact the HR Department for more information.

## **Procedures**

1. An employee summoned for jury duty or subpoenaed as a witness should notify his or her supervisor as soon as possible and provide a copy of the jury summons or subpoena. The employee should request leave using Kronos or with a leave request form if they do not have access to Kronos.
2. The excused period of leave is the amount of time the employee is required to be present for jury or witness service during his or her regular work hours. Paid leave will be granted to benefits-eligible regular status and limited duration employees for jury duty or witness service in addition to the employee's regularly accrued paid leave time.
  - a. If the employee serves for less than a full day and works for the remainder of the day, leave will also include reasonable travel time to or from the employee's work site.
  - b. An employee who is released from jury or witness service with four hours or more remaining in his or her shift will be expected to return to work for the remainder of the shift unless the supervisor determines in advance that an exception should be made due to staffing adjustments made to accommodate the leave.
  - c. An employee who is released from jury or witness service with fewer than 4 hours remaining in his or her shift must consult with his or her supervisor for instruction on whether to return to work for the remainder of the day.
  - d. If an employee serves for less than a full day but the supervisor directs him or her to stay home for the remainder of the shift, paid jury duty/witness leave will apply.
  - e. If an employee serves for less than a full day but chooses not to return to work, the remaining period of the workday will be unpaid unless the employee chooses to use accrued paid leave time.
  - f. Employees who work non-standard shifts should consult with their supervisor. The employee's supervisor may approve a temporary shift change or partial paid leave if appropriate under the circumstances.
3. An employee on leave for jury duty service will have his or her benefits continue for the duration of jury service and witness leave.
4. If it is permitted by the applicable court or forum, an employee granted paid leave to serve as a juror or witness must waive all fees received for this service, with the exception of travel allowance. If the court or forum does not allow fees to be waived, employees receiving paid leave must pay any fees other than travel allowance to Metro.
  - a. Fees should be remitted by signing over the check to Metro and delivering it to the Metro Financial and Regulatory Services Department, Accounts Receivable.
  - b. Employees who take unpaid leave or who serve as a juror or witness on their own time or while on accrued leave may keep all fees associated with this service.
5. An employee on jury duty or witness leave must keep his or her supervisor informed of any changes to his or her anticipated return date and time. If the duration of leave is not known at the outset, the employee should follow regular call-in procedures.

## **Responsibilities**

### Employee:

- Notify your supervisor if leave is needed to serve as a juror or witness.
- Give a copy of the jury summons or witness subpoena to your supervisor as soon as possible.
- Code leave time appropriately in Kronos or notify your supervisor if assistance with Kronos is needed while on leave.
- Keep your supervisor informed of any changes to your anticipated return date. If you are released from witness or jury service after a partial day, return to work or contact your supervisor for instruction in accordance with this policy.
- Waive or pay to Metro any fees, other than travel allowance, received in connection with jury or witness service for which paid leave is awarded.
- If you experience any adverse employment action or negative treatment as a result of taking leave under this policy, report it following the procedures outlined in Metro's Discrimination and Harassment Policy.

### Supervisor:

- Coordinate with the Department Director to ensure that operational needs are met while the employee is on leave.
- Ensure that leave is coded appropriately in Kronos.

### Department Director:

- Petition the court to excuse an employee from jury service if the employee's absence would constitute an undue hardship.

### Financial and Regulatory Services - Accounts Receivable:

- Receive and process jury and witness fees.

## **References**

ORS 10.061 (jury duty fees); ORS 10.090 (jury duty employment protections)  
Metro Discrimination and Harassment Policy



## Metro | Policies and procedures

**DRAFT**

**Subject** Leave of Absence without Pay  
**Approved by** Martha Bennett, Chief Operating Officer

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### **POLICY**

*Metro has discretion to provide leaves of absence without pay to benefits-eligible regular status and limited duration employees for any reasonable purpose not covered by other leave policies.*

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### **Applicable to**

All employees, including probationary employees, who are in benefits-eligible regular status and limited duration positions.

*Where provisions of an applicable collective bargaining agreement conflict with this policy, the provisions of that agreement will prevail.*

### **Guidelines**

1. An employee in a benefits-eligible regular status or limited duration position may be granted a leave of absence for any reasonable purpose not covered by other leave policies, without pay and without employee benefits, provided such leave can be scheduled without adversely affecting Metro's operations.
  - a. For employees who have completed initial probation, leave without pay may be granted for a period of up to 90 days upon the approval of the Department Director. In rare circumstances, the period of approved leave may be extended up to a maximum total leave period of 180 days upon written approval by the General Manager (for visitor venue employees), Chief Operating Officer (COO) or their designee.
  - b. Supervisors have discretion to grant probationary employees brief periods of unpaid time off for illness for which the employee has insufficient accrued sick leave, for bereavement, or for any other appropriate purpose, subject to the department's operational needs.
2. The decision whether to grant leave is at Metro's discretion. Metro is under no obligation to grant a request for leave without pay unless required by other laws or policies.

### **Procedures**

1. Subject to the department's operational needs, a supervisor may approve unanticipated, brief periods of unpaid leave, such as a sick day for a probationary employee who does not yet have accrued time off. Such absences will be tracked subject to applicable attendance policies and work rules.

2. An employee may request leave without pay by submitting a Leave Request Form to his or her Department Director or designated signer.
  - a. The request for leave should be submitted at least 30 days in advance or as soon as possible after learning of the need for leave.
  - b. The request must include an explanation and/or documentation of the need for leave and the anticipated return date.
- c. Requests for unpaid leave of up to 90 days may be approved by the Department Director provided the leave request is not covered by other leave policies.
  - i. The Department Director will notify the HR Benefits Manager before awarding leave of more than 30 days.
  - ii. If a request for leave that may qualify as Family and Medical Leave or other types of leave protected by law, the Department Director should consult the relevant policies and consult with the Human Resources Department as needed.
- d. Requests for extensions of leave beyond an initial 90-day period must be approved in writing by the General Manager, Chief Operating Officer (COO) or designee.
  - i. The Department Director will forward all such requests to the General Manager or COO with a copy to the Human Resources (HR) Benefits Manager.
  - ii. The General Manager, COO or designee will notify the Department Director and HR Benefits Manager of the decision to approve or deny the request for leave.
3. The Department Director will notify the employee of the decision to approve or deny the request for leave. If leave is denied, the employee will be given a written explanation of the reason for the denial.
4. Leave will ordinarily be without health insurance or other benefits unless the employee elects to continue coverage at his or her own expense. If the period of leave spans more than one month, Metro's contributions toward the employee's health care premiums will be suspended at the conclusion of the month in which leave begins.
  - a. After receiving notification of an award of leave of more than 30 days, the HR Benefits Manager will send the employee any necessary information about the continuation of benefits.
  - b. An employee who wishes to continue health insurance coverage while on leave should respond promptly to Consolidated Omnibus Budget Reconciliation Act (COBRA) notice and other benefits information. Employees may contact the HR Benefits Manager with any questions.
  - c. Extended coverage shall be subject to any restrictions in the applicable benefit policy or plan.
5. Leave approved under this policy ordinarily must be taken in one continuous period. It is not appropriate to schedule intermittent leave in order to extend the continuation of paid benefits.
6. Leave may not be taken from one position in order to complete a trial period in a different position.
7. Employees will not accrue additional leave time while on a leave of absence without pay.
8. Employees must return from leave as scheduled or contact their Department Director if additional leave time is needed. Employees who do not take one of these steps may be

deemed to have resigned in accordance with applicable attendance policies and work rules, with consideration given to any extenuating circumstances.

## **Responsibilities**

### Employee:

- Submit a written request for leave without pay to your Department Director at least 30 days in advance or as soon as possible after learning of the need for leave. Include an explanation and/or documentation of the need for leave and your anticipated return date.
- Respond promptly to COBRA notices if you wish to continue employment benefits at your own expense during leave.
- Return to work as scheduled. Contact your Department Director if you need to extend leave beyond the original period.

### Department Director:

- Approve or deny requests for leave of up to 90 days. Notify the HR Benefits Manager before awarding leave of 30 days or more. Consult relevant policies and confer with the HR Benefits Manager if a request for leave without pay may qualify as Family and Medical Leave or any other category of leave protected by law.
- Forward requests for leave of more than 90 days to the General Manager, COO or their designee, with a copy to the HR Benefits Manager.
- Notify the employee of the decision to approve or deny leave. Provide a written explanation if leave is denied.
- Ensure that leave time is properly recorded in the Kronos timekeeping system.

### General Manager, Chief Operating Officer or Designee:

- Approve or deny requests for leave of more than 90 days, with copies to the Department Director and HR Benefits Manager. Provide a written explanation if leave is denied.

### Human Resources Benefits Manager:

- Send COBRA notices and any other necessary information related to the continuation of benefits.
- Maintain records related to approved leave requests.



# Metro | Policies and procedures

**DRAFT**

**Subject** Payroll Procedures

**Approved by** Martha Bennett, Chief Operating Officer

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## **POLICY**

*Metro maintains payroll schedules and policies that ensure employees are paid in accordance with legal requirements.*

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### **Applicable to**

All employees.

*Where provisions of an applicable collective bargaining agreement directly conflict with this policy, the provisions of that agreement will prevail.*

### **Definitions**

Payday: The calendar date on which checks are issued to employees.

Off-Cycle Checks: Checks issued on dates other than scheduled paydays. Due to bank timing constraints, direct deposit is not available for off-cycle payments.

Kronos: The software timekeeping system used by Metro to record employees' time worked, exception hours, and how that time should be allocated to funds, departments, programs, and projects.

Kronos Help Desk: The email inbox for all Kronos related questions, corrections, or issues (kronoshelpdesk@oregonmetro.gov).

### **Guidelines**

The Payroll Division will administer all functions of payroll within legal guidelines, ensuring employees are paid as directed by statutes, policies and collective bargaining agreements. All lawful withholdings and authorized deductions will be subtracted from gross earnings.

### **Procedures**

#### **Paychecks**

1. Employees shall be paid twice monthly on the 10<sup>th</sup> and 25<sup>th</sup> of the month.

- a. In the event the normal payday falls on a holiday, the payday shall be the workday before the holiday.
  - b. If the normal payday falls on a Saturday or a Sunday, the payday shall be the prior Friday.
2. Payroll deductions will be made for income tax withholding, workers' compensation insurance, and other deductions mandated by federal or state law. Other deductions that may be withheld include (but are not limited to):
  - a. health, dental, and vision insurance;
  - b. life insurance;
  - c. long-term disability, accidental death and dismemberment insurance;
  - d. 401(k) and Section 457 plan deductions;
  - e. Flexible Spending Account deductions;
  - f. PERS contributions;
  - g. union dues;
  - h. uniform deposits;
  - i. parking deductions; and
  - j. charitable donations, if requested by the employee and approved by the Chief Operating Officer.
3. Employees being paid by direct deposit will have their pay information available in printable format via PeopleSoft Self Service by 8am on payday. If a printed pay statement ("advice") is desired, the employee must request this service using Metro-provided forms.
4. Paychecks and pay statements will be distributed or made available to all departments no later than 11am on scheduled paydays. Individual distribution procedures are determined at the department level. Individual employees may not pick up paychecks directly from the Payroll Division, except that an employee may request Payroll to hold his or her final check for pick-up.

#### **Underpayments**

1. The Payroll Division will remedy any underpayments as soon as possible after they are discovered and confirmed.
2. If an employee believes he or she has been underpaid, it is the employee's responsibility to notify his or her Supervisor, who will in turn notify the Payroll Division. If the Supervisor is unavailable, the employee may contact the Payroll Division directly.
3. Payroll will determine, in consultation with the Supervisor, whether there has been an underpayment.
4. If an underpayment has occurred as a result of incorrect Kronos data, the Supervisor will notify the Kronos Help Desk via email. The email must contain the following information:
  - a. Employee Name;
  - b. Employee ID;
  - c. Date of error;

- d. Explanation of correction needed; and
  - e. Account code change, if needed.
5. Once the Supervisor has notified the Kronos Help Desk of the error, Payroll staff will enter a historical edit into Kronos to record the correction.
6. If the underpayment is not in dispute and the underpaid amount is more than 5% of the employee's current gross wages per pay period, an off-cycle check will be issued within 3 business days. If an undisputed underpayment is less than 5% of gross wages, the unpaid amount will be included on the next regular paycheck.
7. If the Supervisor believes that the employee was paid correctly, the Supervisor will meet with the employee to explain why there is no underpayment. If the employee disagrees with this determination, he or she may follow the grievance procedure outlined in an applicable collective bargaining agreement or contact the Human Resources (HR) Department.

### **Overpayments**

1. Employees who are overpaid are required to repay Metro for any overpayment, regardless of the cause of overpayment.
2. If any employee believes he or she has been overpaid, it is the employee's responsibility to notify his or her supervisor immediately upon discovering the error. If the supervisor is not available, notification should be made to the Payroll Division.
3. Payroll will calculate the overpayment amount, identify the cause of the overpayment, and notify the employee in writing. The employee will be asked to sign an agreement acknowledging the overpayment and agreeing to a repayment schedule.
4. If the employee disagrees with the determination that an overpayment has occurred, he or she may follow the grievance procedure outlined in an applicable collective bargaining agreement or contact the HR Department.
5. Once a signed repayment agreement is received from the employee, Metro will collect funds from the employee until the overpayment is repaid in full. If authorized by a collective bargaining agreement, repayment will be made by payroll deduction.
6. If an employee's employment at Metro ends before an overpayment is fully collected, Metro may pursue legal options to collect the funds. Legal options may include the use of a collection agency or a private action in court.

### **Final Paychecks**

1. Supervisors must immediately contact the Kronos Help Desk to notify the Payroll Division of any upcoming voluntary or involuntary terminations so that employees receive their final checks in a timely manner as outlined by state law.
2. The termination date should ordinarily be the last date the employee is present at work. The HR Department may approve an exception to this rule in unusual circumstances, such as when an employee on leave is unable to return.
3. Supervisors will have all hours recorded and approved in Kronos no later than 10am on the employee's final day of employment.
4. Once Kronos time is approved, Payroll will process a final off-cycle check for the remaining wages due, minus all lawful taxes and deductions.

5. Payroll staff will mail or hold the check for pickup as directed by the employee.

## **Responsibilities**

### Employees:

- Record accurate time for hours worked and leave taken in the Kronos time entry system by the end of the pay period as established by Payroll.
- Verify the accuracy of paychecks received.
- Notify Supervisor of any possible payroll errors. If the supervisor is unavailable, notify the Payroll Division.

### Supervisors:

- Verify the accuracy of time reported by employees and approve time reports by the deadline established by Payroll.
- Notify Payroll via the Kronos Help Desk immediately after learning of any Kronos error that needs to be corrected.
- Notify the Payroll Division of any upcoming voluntary or involuntary terminations.

### Payroll Division:

- Verify the accuracy of paychecks to data reported. Investigate and resolve any reports of overpayment or underpayment and refer matters to the HR Director or Office of Metro Attorney as appropriate.
- Disburse payroll checks and pay statements to departments for distribution to employees in accordance with this policy. Hold or mail final checks as requested by the employee.
- Obtain written authorization for deductions if required by law or Metro policy.

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**RESOLUTION NO. 12-15**

**For the purpose of selecting Anderson Roofing Company for the Portland Expo Center – “Roof Repair Project Halls A, C and D” and authorizing the General Manager to execute a contract with Anderson Roofing Company.**

**WHEREAS**, the Portland Expo Center must remove and replace roofing above the hall A operations office, hall d lobby and repair flashing on hall C of the Portland Expo Center; 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 Anderson Roofing Company is the lowest responsive and responsible bidder.

**BE IT THEREFORE RESOLVED** as follows:

1. The Commission selects Anderson Roofing Company as the lowest responsive and responsible bidder in response to the Request for Bids for the Portland Expo Center - Roof Repair project - Halls A, C and D.
2. The Commission approves the contract with Anderson Roofing 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 August 1, 2012.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary/Treasurer

Approved as to Form:  
Alison Kean Campbell, Metro Attorney

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

## **MERC STAFF REPORT**

**Agenda Item/Issue:** Approval of the contract award and written contract with Anderson Roofing Company for the Portland Metropolitan Exposition Center, **“Roof Repair Project – Halls A, C and D”**.

**Resolution No:** 12-15

**Date:** August 1, 2012

**Presented by:** Matthew Rotchford

### **BACKGROUND:**

Staff prepared and issued Bid Documents and a Request for Bids that included a detailed scope of work for three roof areas at the Portland Expo Center; Halls A, C and D. The scope of work at Hall A is a complete removal of the roofing over the operations offices. The existing roof has several layers of roofing which are beyond repair/recoating. The existing roof will be removed and a complete new roof system installed. The new roof system includes all new insulation and flashings. The specified type of roof is a built up roof that carries a 15-year warranty. The scope of work at Hall C is the rebuilding of fire hatch curbing and installation of new metal flashing on the new curbing to repair ongoing leaks. The location of the work at Hall D is located above the lobby roof area, a low slope roof. The originally installed roofing material has failed, is out of warranty and is in need of full replacement. The proposed roofing is a built up roofing product that will provide a 15-year warranty, the same product specified for Hall A. The insulation will be reused on Hall D.

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 Daily Journal of Commerce, the Observer and on the Metro website. On July 10, 2012, two bids were received and ranged from \$171,100 to \$209,100. Staff recommends Anderson Roofing Company be considered the lowest responsive and responsible bidder with the bid as submitted in the amount of \$171,100.

None of the bids received were from a certified MWESB or FOTA Business. None of the companies that submitted bids included any M/W/ESB or FOTA subcontractor participation.

**FISCAL IMPACT:** The FY2012-13 adopted budget for the Expo Center includes \$150,000 appropriation for the Roof Repair Hall D – Front Lobby, \$15,000; appropriation for Roof Repair Hall C – Aluminum Barrel Roof; and \$20,000 appropriation for Roof Repair Hall A - Storage and Operations Office. The budgeted total for the areas of work is \$185,000.

**RECOMMENDATION:** Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No.12-15, approve the contract award and written contract with Anderson Roofing Company, for the amount of one hundred, seventy-one thousand, one hundred & 00/100 dollars (\$171,100) for the Expo Roof Repair Project for Halls A, C and D as detailed in the RFB.

## Standard Public Contract

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MERC CONTRACT NO. 303004

### For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and Anderson Roofing Company (CCB # 293), whose address is PO Box 10085, Portland, OR 97296-0085, hereinafter referred to as the "CONTRACTOR."

### THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I SCOPE OF WORK

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

#### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing August 7, 2012 through and including November 30, 2012, with substantial completion by October 30, 2012. This agreement may be or extended at MERC's sole discretion. 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.

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

Contractor shall perform the above work for a maximum price not to exceed ONE HUNDRED SEVENTY-ONE THOUSAND, FIVE HUNDRED FIFTY-THREE AND NO/100<sup>TH</sup> DOLLARS (\$171,553.00). The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Contractor's invoice must breakout 5% retainage, and Contractor must submit Certified Payroll with invoices per ARTICLE XII below. Contractor's billing invoices for services through June 30 shall be submitted to MERC by July 15. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

#### 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, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses 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.

# Standard Public Contract

MERC CONTRACT NO. 303004

## 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.

## ARTICLE VI INSURANCE & BONDS

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

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease.

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

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.

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

## ARTICLE VII PUBLIC CONTRACTS

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

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier

# Standard Public Contract

MERC CONTRACT NO. 303004

subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

## ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

## ARTICLE IX 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 X 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.

A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

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B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

### ARTICLE XI SUBCONTRACTORS

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

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

### ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

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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 XIII SAFETY

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

### ARTICLE XIV FULL AND INTEGRATED AGREEMENT

This Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

### ARTICLE XV COMPLIANCE

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

### ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials \_\_\_\_\_.**

### ARTICLE XVII SITUS

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

### ARTICLE XVIII ASSIGNMENT

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

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## ARTICLE XIV 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 XX COUNTERPARTS

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

## ARTICLE XXI GENERAL CONDITIONS

All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, permits and every other item and service necessary to perform the work described in the contract documents. Contractor is responsible for cover up and protection of existing equipment/building materials to remain. Contractor is to maintain a worksite free of hazardous work conditions and construction debris. Contractor is responsible for cleanliness of work areas and should plan to pick up debris created during construction.

Contractor shall provide all services and materials necessary to complete the work in a professional manner, in compliance with applicable building codes and per industry standards and practices. All services and materials shall be provided by Contractor in accordance with the Scope of Work and in compliance with the Owner's schedule. Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor may be subject to liquidated damages if work not in compliance with and Contract Agreement and any and all attachments.

### **All work included in this Contract is subject to Prevailing Wage Laws and Rates**

A facility events schedule will be provided for the duration of the work. This schedule indicates the dates and approximate shifts that are currently 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. Contractors work will be scheduled in accordance with the building's events schedule. 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. 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. A formal project schedule is to be provided by the Contractor in accordance with the building event schedule and coordinated with the Project Manager prior to the start of any work.

Due to the nature of the Public Events Facility Industry, it will be necessary for the contractor to work closely with the Project Manager 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 coordinate all work with MERC Project Manager and schedule his work so as to minimize any disruption to the ongoing operations of the Expo Center. Generally, Contractor will be able to conduct work activities at any time as long as those activities do not impact or impede events in progress by noise, dust or construction material blocking access routes to events or facilities. Specific utilization of the areas on a day-to-day basis will be coordinated by the Project Manager or his designee and the Contractor Representative. This project may require Contractor to work "off hours" in order to complete the project in a timely manner as agreed upon with the Expo Center. Contractor will be working in an occupied functioning building and could expect to perform work in some areas prior to the building opening at 8:00 AM. It may be possible for the Contractor to work on weekends if the area is available and scheduled with the owner in advance and at no additional cost to the

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Owner. Safety for Contractor as well as general public and staff is a major concern. Contractor is to coordinate work with Project Manager and building staff and be prepared to section off and sign work areas as appropriate.

Contractor shall not interfere with scheduled events or prohibit any tenants or clients from accessing other spaces in the building. Loud noise can be an issue in the facility; therefore any work that may be louder than a hand drill or similar will need to be coordinated with EXPO, so as to not disturb events/clients. Dust control is the responsibility of the Contractor. Although work is expected to be in areas without impact on events, work will need to be done around building schedule. Schedule will need to be coordinated with MERC project manager Contractor shall work with EXPO provided schedule.

Owner will provide Contractor access to all areas as necessary to complete the work and access to on-site parking. Contractor shall be responsible for all of Contractor's equipment, tools and materials at all times, Owner shall not be held responsible for any theft

### ARTICLE XXII 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 Contractor: Dan Frakes  
Anderson Roofing Company  
PO Box 10085  
Portland, OR 97296-0085  
503-294-0306 fax

T

MERC: Josh Lipscomb  
MERC  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1795 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

MERC Contract No. 303004

## 1. Purpose and Goal of Work

MERC is contracting for roof repairs at several areas on Exhibit Halls A, C and D of the Portland Expo Center (EXPO), located at 2060 N. Marine Drive, 97217.

## 2. Description of the Scope of Work

Contractor is to provide all labor, materials, tools, equipment, and services necessary to complete roof repairs as specified below. Specific repair locations are as per the attached Portland Expo Center Partial Site Plan Google-earth Map (*Attachment "B"*).

### HALL "A" AREA #1

- Provide City of Portland re-roofing permit.
- Remove and dispose of all existing roofing systems.
- Replace all bad decking on a time and materials basis, plus 15%. (Not to exceed amount to be negotiated with owner prior to rot repair).
- Remove and dispose of existing wall and cap metal.
- Provide and install a layer of Malarkey 401, self adhering base sheet over approved substrate.
- Provide and install Grace Ice and Water Shield over the top of the exposed parapet walls.
- Provide and install a mechanically attached layer of 3.1" Poly ISO over the base sheet at 16 fasteners per sheet.
- Provide and install tapered insulation at area of scupper drain to establish a 4 x4' sump.
- Provide and install a layer of ½ "recover board in Type IV asphalt at 30 lbs. Per 100 sq ft.
- Provide and install 3" Perlite cant strip in Type IV asphalt or Tremco ELS mastic.
- Provide and install one ply of Tremco Polytherm in Type IV asphalt at a rate of 25 lbs per 100 sq ft.
- Provide and install two plies of Type VI glass ply in Type IV asphalt at a rate of 25 lbs per 100sqft, per ply.
- Provide and install all 4 lb lead, and/or stainless steel m/e/p and penetration flashings; primed with asphalt primer, set in ELS and sealed with two ply targets of Type VI ply sheet. (All pitch pockets to include stainless steel lids and all two piece lead flashings to be field soldered and counter flashed).
- Provide and install a layer of Tremco Powerply Smooth; back mopped in Type IV Asphalt at all canted areas. (Extending up the vertical 8" and onto the horizontal 4". While secured at the top edge 10" on center).
- Provide and install an additional layer of Tremco Ice Fabric, set in Tremco Ice Adhesive at all canted areas. Extending 8" onto the horizontal surface).
- Provide and install vapor barrier over exposed interior walls extending down over secured base flashing detail and over the previously installed grade.
- Provide and install 24 gauge, pre-painted, liner, wall, and standing seam coping metal.
- Provide and install Tremco One Coat Aluminum surfacing at a rate of 3 gallons per 100 sq ft. (brush finish).
- Provide 2 year installer warranty.
- Provide 15 year manufacturer warranty.

## Scope of Work – Attachment A

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### HALL "C" MISC.

#### ABANDONED "DOGHOUSE" CURBS

- Starting at the ridge of the raised roof area, provide pressure treated 2x on edge; enclosing the remaining, five, existing curb penetrations on four sides. While, extending tall enough to allow for a layer of 1" Polyiso to lay atop the remaining, existing sheet metal caps and flush out somewhat with the top edge of the pt 2x. (Secure the vertical lumber with Simpson L-brackets).
- Provide and install a layer of 3/4", CDX, plywood, over the newly installed wood curbs.
- Provide and install 4" Perlite cant strip at base of secured curbs; set in mastic.
- Provide and install a layer of modified base sheet in mastic extending 2" above the top cant and 4" out from the bottom of cant.
- Seal the horizontal edges of the base sheet with a three course of mastic/mesh/mastic.
- Provide and install a layer of modified cap sheet set in mastic; extending over the three course and to the top edge of the curb; secured with nails.
- Provide and install a layer of high temp Ice and Water Shield over plywood; extending down 2" on all sides.
- Provide and install a 24 gauge, pre-painted, sheet metal cap over each curb; standing seams to run with the slope of the roof.

#### ABANDONED ROUND VENTS

- Remove and dispose of the two abandoned round vents.
- Remove the remaining roofing in a 2' x 2' area; centered over the vent opening.
- Provide and install a 2' x 2' x 3/4" pt plywood at area over opening; infill with recover board as needed to bring flush or taller with top edge of remaining roofing.
- Provide and install two plies of modified base sheet over flushed infill; set in mastic and extending 4" past edge.
- Seal the horizontal edges of the base sheet with a three course of mastic/mesh/mastic.
- Provide and install a layer of modified cap sheet set in mastic; extending over the three course on all sides.

### HALL "D" FRONT/EAST ROOF AREAS

- Provide City of Portland re-roofing permit.
- Sweep clean the failed, existing, TPO membrane, roof surface.
- Remove existing roof drain screens and clamping rings; save for reuse.
- Cut back the TPO membrane at the drains; exposing the drain bodies.
- Provide and mechanically attach a layer of 1/2" recover board over remaining membrane. (Taper edges at drain area with 1/2" to 0" x 6" tapered edge.)
- Provide and install an additional layer of 1/2" recover board in Type IV asphalt at 30 lbs. Per 100 sq ft. (staggering all edges minimum of 12" and tapering edges at drains with tapered edge.)
- Provide and install 3" Perlite cant strip in Type IV asphalt or Tremco ELS mastic.
- Provide and install one ply of Tremco Polytherm in Type IV asphalt at a rate of 25 lbs per 100 sq ft.
- Provide and install two plies of Type VI glass ply in Type IV asphalt at a rate of 25 lbs per 100 sq ft, per ply.

## Scope of Work – Attachment A

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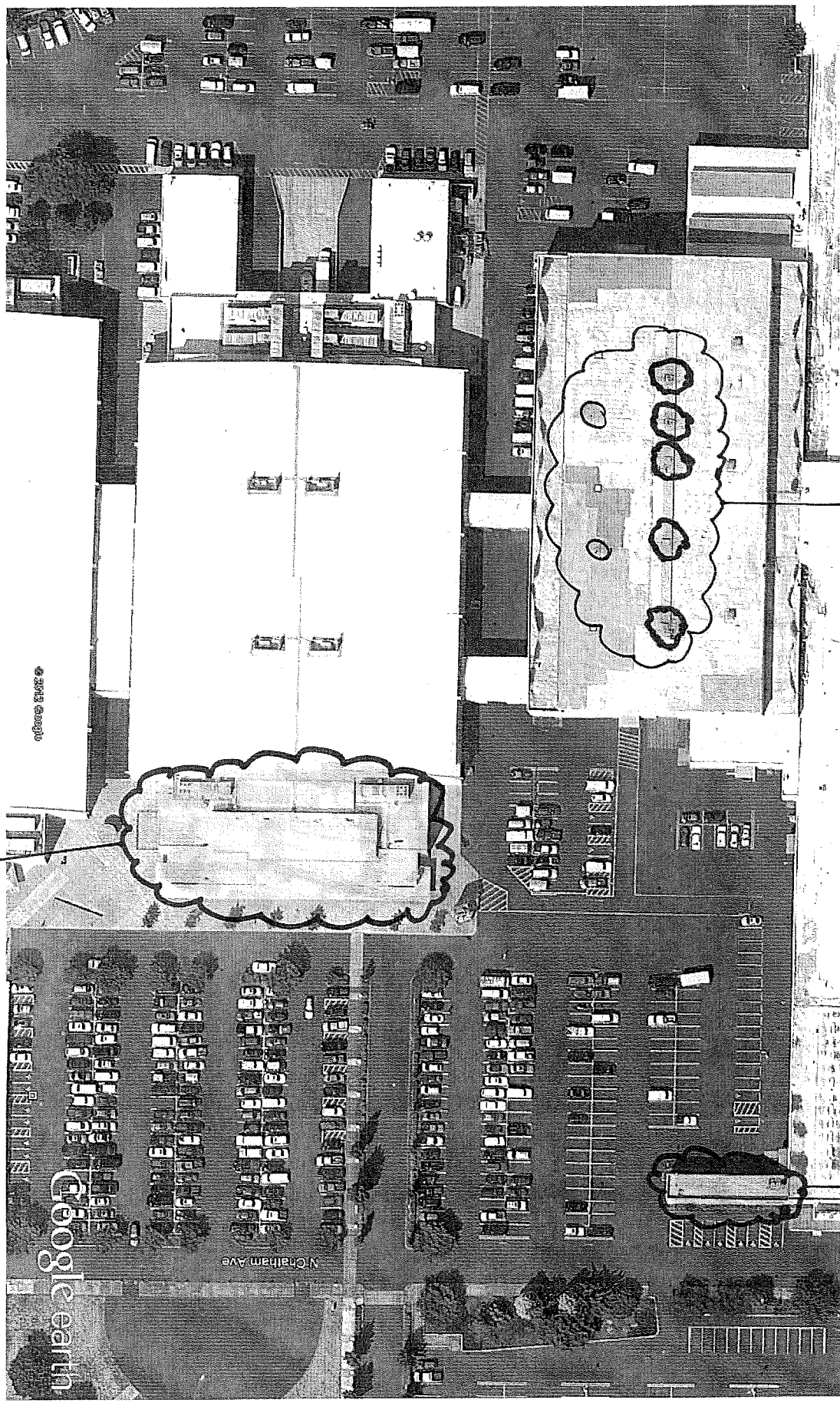
- Provide and install a 4" one-way breather vent for every 500 sq ft, per roof area; primed with asphalt primer, set in ELS and sealed with two ply targets of Type VI ply sheet.
- Provide and install all 4 lb lead and/or stainless steel m/e/p and penetration flashings; primed with asphalt primer, set in ELS and sealed with two ply targets of Type VI ply sheet. (All pitch pockets to include stainless steel lids and all two piece lead flashings to be field soldered and counter flashed).
- Provide and install a layer of Tremco Powerply Smooth; back mopped in Type IV asphalt at all canted areas. (Extending up the vertical 8" and onto the horizontal 4". While secured at the top edge 10" on center).
- Provide and install an additional layer of Tremco Ice Fabric, set in Tremco Ice Adhesive at all canted areas. (Extending 8" onto the horizontal surface)
- Provide and install vapor barrier over exposed interior walls extending down over secured base flashing detail.
- Provide and install high temp Ice and Water Shield over remaining coping metal.
- Provide and install 24 gauge, pre-painted, liner, wall, and standing seam coping metal.
- Reinstall drain rings and screens.
- Provide and install Tremco One Coat Aluminum surfacing at a rate of 3 gallons per 100 sq ft. (brush finish).
- Provide 2 year installer warranty.
- Provide 15 year manufacturer warranty.

### 3. Deliverables/Outcomes

- Contractor is to provide two (2) printed copies and one (1) electronic copy of O&M Manuals and Warranty Information for all Equipment/Materials

HALL "C" - WNSC

HALL "D" - FRONT/EAST



Google earth

feet  
meters



100

600

HALL "D" - FRONT/EAST

