MERC Commission Meeting

June 3, 2015 1:45 pm

Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Room C121-122







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

REVISED 6/1/2015



2:30

7.

Metro | Exposition Recreation Commission

Agenda

Meeting: Metro Exposition Recreation Commission Meeting

Date: Wednesday, June 3, 2015

Time: 1:45-2:45 p.m.

Place: Oregon Convention Center, Rooms C121-122

CALL T	O ORDER		
1:45	1.	QUORUM CONFIRMED	
1:46	2.	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS	
1:50	3.	COMMISSION/COUNCIL LIAISON COMMUNICATIONS	Terry Goldman
1:55	4. 4.1 4.2	METRO DEPUTY COO COMMUNICATIONS Financial Report Venue Business Reports	Scott Robinson
2:00	5.	OREGON CONVENTION CENTER LOGO PREVIEW	Scott Cruickshank Matt Pizzuti
2:15	6.	ACTION AGENDA	
	6.1	Resolution 15-10 For the purpose of electing MERC officers for FY 2015-16	Terry Goldman
	6.2	Resolution 15-11 For the purpose of selecting Performance Systems Integration for Fire Alarm Testing and Services at the Oregon Convention Center and authorizing the Interim General Manager of Visitor Venues to execute a contract with Performance Systems Integration	Scott Cruickshank
	6.3	Resolution 15-12 For the purpose of approving and transmitting to the Metro Council budget amendments to the Metropolitan Exposition Recreation Commission (MERC) Fund Approved Budget for fiscal year 2015-16, and requesting amendment of the Capital Improvement Plan FY 2015-16 (CIP)	Benjamin Rowe

EXECUTIVE SESSION to conduct deliberations with persons designated by the governing body to carry on labor negotiations under ORS

ADJOURN

192.660(2)(d)

MERC Commission Meeting

June 3, 2015 1:45 pm

4.1 Financial Report

APRIL 2015

FINANCIAL INFORMATION

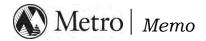
For Management Purposes only











Date: June 3, 2015

To: Commissioner Terry Goldman, Chair

Commissioner Karis Stoudamire-Phillips, Vice Chair Commissioner Judie Hammerstad, Secretary-Treasurer

Commissioner Elisa Dozono Commissioner Ray Leary

Commissioner Deidra Krys-Rusoff

Commissioner Vacant

From: Ben Rowe – MERC Finance Manager

Re: MERC Financial Information for the month of April, Fiscal Year 2014-15

MERC Venues Events & Attendance

Total MERC venues April events and attendance are respectively 5% above and 15% below the three-year historical April average. Total year to date MERC venues events and attendance are 7% (84), and 6% (95,000) respectively above the three-year historical year to date (YTD) average.

		2014		2015	Change from Prior Year		
Total MERC Venues	Events	Attendance	Events	Attendance	Events	Attendance	
1st Quarter	225	189,996	269	280,679	44, 20%	90,683, 48%	
2nd Quarter	435	491,670	458	464,780	23, 5%	(26,890), (-5%)	
3rd Quarter	413	578,432	440	684,450	27, 7%	106,018, 18%	
April	186	259,666	176	185,267	(10), (-5%)	(74,399), (-29%)	
Year to Date	1,168	1,519,764	1,343	1,615,176	84, 7%	95,412, 6%	

MERC Venues Revenues & Expense

All three venues experienced a record first half of the fiscal year. Year to date MERC venue event revenues (rent and food and beverage) are \$6.5 million (22%) above the three-year historical average and 18% above budget. These increases in revenues over the historical averages are due to the improving economy, higher than average number of events (15%) and attendance (13%) as well as hosting higher profit margin type events. Total venue expenses are 5% above the prior year, 10% above the three-year historical average, and 2% below budget projections.

Food & Beverage

The total MERC venues food and beverage margin for April is 30%, 10% higher than April 2014. The year to date food & beverage margin is 22%, 8% higher than the prior year to date, and 6% higher than the three-year historical YTD average.

Net Operations

Total MERC YTD net operations is \$3.1 million greater than 2014 and \$3.7 million greater than the three-year historical YTD average due to excellent event performance and TLT receipts.

Transient Lodging Tax (TLT)

Year to date TLT receipts are 20% (\$1.6 million) above the prior year. Both OCC and Portland'5 are expected to realize their imposed maximum TLT earning caps over the prior year actual receipts, 7% and 2.82% respectively. TLT earnings over these caps are deposited into the MERC TLT Pooled Capital Account to be used in subsequent years, at the Commission's discretion, for specific venue capital projects. In FY 2014 \$1.9 million of TLT receipts above the OCC & Portland'5 earning caps was deposited into the TLT Pooled Capital Account. Finance is currently forecasting approximately \$3.7 million will be deposited into TLT Pooled Capital at the close of FY 2015.

Historical Actual Comparison FY 2012-2014 to FY 2015

Fiscal Year:	2012	2013	2014	2015	2012-14	% Diff.	% Diff.
Revenues	YTD	YTD	YTD	YTD	Average	Average	2014
Food & Beverage	11,853,325	12,565,970	11,952,907	14,744,286	12,124,067	21.6%	23%
Charges for Services	16,733,128	17,420,125	17,356,749	21,091,781	17,170,001	22.8%	22%
Lodging Tax	6,404,010	6,928,317	7,865,528	9,435,687	7,065,952	33.5%	20%
Other	361,150	1,529,591	3,385,887	476,468	1,758,876	-72.9%	-86%
Total Revenue	35,351,613	38,444,003	40,561,071	45,748,222	38,118,896	20.0%	13%
Expenses							
Food & Beverage	9,883,021	10,193,857	10,325,133	11,461,041	10,134,004	13.1%	11%
Personnel Services	14,452,344	13,793,118	13,715,590	14,708,661	13,987,018	5.2%	7%
Materials & Services	8,410,990	8,542,979	11,186,138	10,614,222	9,380,036	13.2%	-5%
Other	3,639,907	3,904,048	3,945,679	4,421,826	3,829,878	15.5%	12%
Total Expense	36,386,262	36,434,002	39,172,540	41,205,750	37,330,935	10.4%	5%
Net Operations	(1,034,649)	2,010,001	1,388,531	4,542,472	787,961		
Food & Beverage Margin	16.6%	18.9%	13.6%	22.3%	16.4%	35.7%	64%

Oregon Convention Center

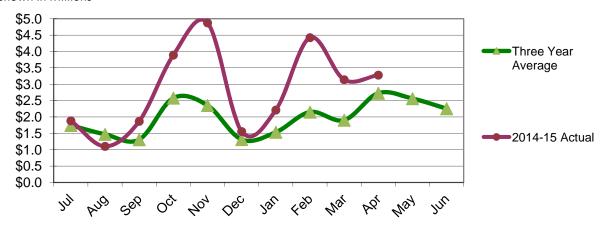
OCC set gross revenue records in September, October, November, January, February, and March compared to the past 4 years. OCC's April revenue is 20% (\$555,000) above the three-year historical average, and just shy of breaking the April record. There were 2 less events at OCC in April 2015 than 2014, and 2,800 (5%) less attendees than the prior year. OCC April events and attendance are (-6%) and (-11%) lower respectively compared to the three-year historical monthly average. April revenues are 7% (-\$231,000) less than the prior year however 20% above the three-year historical April average. Year to date TLT receipts are 16% (\$1.2 million) above the prior year. Year to date revenues are 5% above budget projections. Expenses are 2% more than the prior year, 40% above the three-year historical April average, and 5% under budget. OCC YTD food and beverage margin is 22%.

Highest Grossing Events

Event	Gross Event Revenue	% of April Event Revenue
Brewers Association: Craft Brewers Conference	\$1,210,011	42%
Oregon Dental Association	325,384	11%
American Society of Civil Engineers Structural Engineering Cong.	237,386	8%
BPA & NEEA Efficiency Exchange Conference	107,420	4%
All other Events	975,148	34%
Total	\$2,850,217	100%

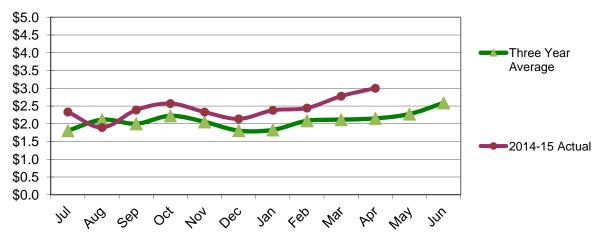
OCC Program Revenues by Month

Shown in Millions



OCC Program Expense by Month

Shown in Millions



Portland'5 Centers for the Arts

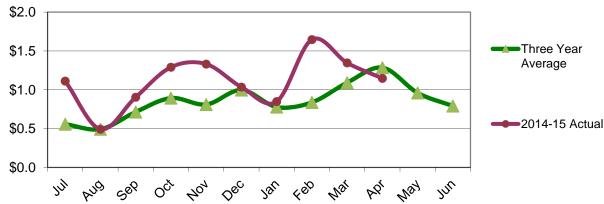
Portland'5 set gross revenue records in July, September, October, November, February, and March compared to the past 4 years. While Portland'5 did not break the gross April revenues record, its event revenue was 3% higher than the prior year. There were 26 (28%) more events, and 2,600 (3%) more attendees at the Portland'5 Centers for the Arts in April compared to the prior year. Portland'5 April events and attendance are 21% and 5% respectively above the three-year historical monthly average. Portland'5 April gross revenues are (-40%) below the prior year and 11% below the three-year historical April average due to the regular payment from the City of Portland (\$830,000) being delayed a few weeks. Year to date revenues are 15% (\$1.5 million) above the prior year. Year to date revenues are 9% above budget projections. April expenses are equal to the prior year and 18% above the three-year historical April average. Year to date expenses are 12% above the prior year and 4% above budget projections. Portland'5 YTD food and beverage margin is 29% due to two dynamics; 1) Portland'5 has benefited from labor cost savings from two vacant positions and 2) at the same time benefited from an increase in consumer spending habits without the need for additional labor costs.

Highest Grossing Events

Event	Gross Event Revenue	% of April Event Revenue
"I love Lucy" Live on Stage	\$206,914	19%
Impact	59,781	5%
Faith No More	59,279	5%
Moody Blues	56,280	5%
All other Events	703,347	65%
Tota	s1,085,599	100%

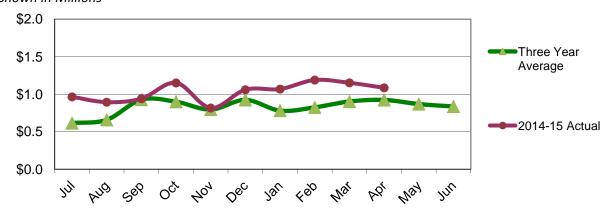
P5CA Program Revenue by Month

Shown in Millions



P5CA Program Expense by Month

Shown in Millions



Portland Expo Center

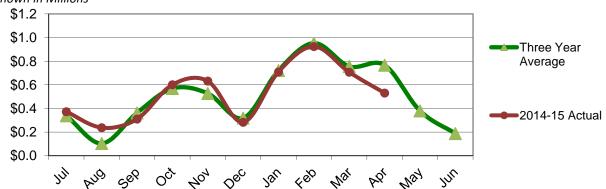
Expo set gross revenue records in July, August, November, and March (in non-cirque years) compared to the past 4 years, however dipped slightly below the three-year historical monthly average in December, January, February, and April. There was 1 less event, and 7,800 (-17%) less attendees in April 2015* than the prior year. Events in April were (-27%), (-3) below, and attendance (-8%) below the three-year historical April* average. Expo's YTD revenues are 1.5% below the prior year and at budget. Expo's YTD expenses are 5% above the prior year and at budget projections. Expo's year to date food & beverage margin is 14%, 1% less than the prior year to date.

Highest Grossing Events

Event	Gross Event Revenue	% of April Event Revenue
Portland Auto Swap Meet	\$267,660	52%
Collector's West Gun & Knife Show	42,571	8%
Green Transportation Summit	33,178	6%
Portland's Largest Garage Sale	31,869	6%
All other Events	137,973	27%
Tota	\$513,071	100%

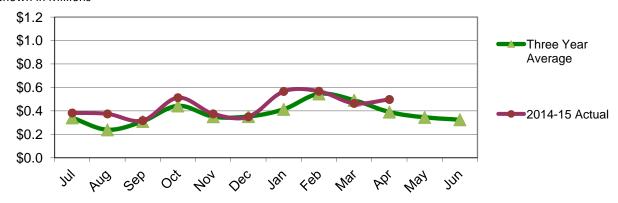
Expo Program Revenue by Month





Expo Program Expense by Month

Shown in Millions



^{*}Event and attendance references are compared to the number of non-cirque events and attendance in 2014.

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission All Departments April 2015

	Current	Prior Year	Current Year to	Prior Year to	Current Year	% of Prior Year	% of Annual
	Month Actual	Month Actual	Date Actual	Date Actual	Budget		Budget
Operations							
Charges for Services	2,599,384	2,100,821	21,091,781	17,356,749	21,098,321	121.52%	99.97%
Contributions from Governments	-	814,794	-	814,794	831,905	0.00%	0.00%
Enhanced Marketing VDF	-	-	-	-	463,702	0.00%	0.00%
Food and Beverage Revenue	2,150,164	1,454,327	14,744,286	11,952,907	15,202,929	123.35%	96.98%
Grants	-	-	-	32,422	-	0.00%	0.00%
Interest Earnings	18,840	11,966	169,580	106,168	57,750	159.73%	293.64%
Interfund Loans	-	1,919,916	-	1,919,916	-	0.00%	0.00%
Lodging Tax	257,615	106,932	9,435,687	7,865,528	11,131,163	119.96%	84.77%
Miscellaneous Revenue	18,510	12,754	125,838	93,954	84,542	133.94%	148.85%
Transfers-R	18,105	-	181,050	418,633	1,137,263	43.25%	15.92%
Visitor Development Fund Alloc		_	-	-	1,931,633	0.00%	0.00%
Total Revenues	5,062,618	6,421,510	45,748,222	40,561,071	51,939,208	112.79%	88.08%
Capital Outlay	-	-	17,985	-	25,000	0.00%	71.94%
Food & Beverage Services	1,502,492	1,169,078	11,461,041	10,325,133	12,871,802	111.00%	89.04%
Materials and Services	1,263,187	2,926,405	10,614,222	11,186,138	13,425,476	94.89%	79.06%
Personnel Services	1,554,301	1,410,949	14,708,661	13,715,590	18,432,052	107.24%	79.80%
Transfers-E	333,011	331,906	4,403,841	3,945,679	5,680,018	111.61%	77.53%
Visitor Development Marketing		-	-	-	463,702	0.00%	0.00%
Total Expenditures	4,652,991	5,838,337	41,205,750	39,172,540	50,898,050	105.19%	80.96%
Net Operations	409,627	583,173	4,542,472	1,388,531	1,041,158		
Capital							
Contributions from Private Sources	-	75,000	150,000	85,000	-	176.47%	0.00%
Grants	-	182,412	211,957	229,460	70,000	92.37%	302.80%
Miscellaneous Revenue	-	-	14,633	-	-	0.00%	0.00%
Other Financing Sources	-	-	3,125	5,190	-	60.21%	0.00%
Transfers-R		-	-	-	-	0.00%	0.00%
Total Revenues	-	257,412	379,715	319,650	70,000	118.79%	542.45%
Capital Outlay	129,744	246,536	3,813,738	2,312,930	7,219,300	164.89%	52.83%
Materials and Services	32,585		32,585			0.00%	0.00%
Total Expenditures	162,328	246,536	3,846,322	2,312,930	7,219,300	166.30%	53.28%
Net Capital	(162,328)	10,876	(3,466,607)	(1,993,280)	(7,149,300)		
12 Month Fund Balance Increase	247,299	594,048	1,075,865	(604,749)	(6,108,142)		

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

April 2015

	Current Month	Prior Year	Current Year	Prior Year to	Current Year	% of Prior	% of
	Actual	Month	to Date	Date Actual	Budget	Year to	Annual
		Actual	Actuals			Date	Budget
Operations							
Charges for Services	1,396,198	742,377	9,824,443	7,112,872	9,446,977		104.0%
Enhanced Marketing VDF	-	-	-	-	463,702	0.0%	0.0%
Food and Beverage Revenue	1,694,963	793,069	10,474,374	8,375,550	11,002,827	125.1%	95.2%
Grants	-	-	-	20,739	-	0.0%	0.0%
Interest Earnings	6,802	3,967	58,333	39,978	14,500	145.9%	402.3%
Interfund Loans	-	1,919,916	-	1,919,916	-	0.0%	0.0%
Lodging Tax	226,426	96,966	8,293,713	7,132,467	9,803,384	116.3%	84.6%
Miscellaneous Revenue	50	6,713	33,230	25,392	11,000	130.9%	302.1%
Transfers-R	(45,604)	(53,505)	(456,038)	(116,421)	93,756	391.7%	-486.4%
Visitor Development Fund Alloc		-	-	-	1,281,250	0.0%	0.0%
Total Revenues	3,278,837	3,509,503	28,228,055	24,510,493	32,117,396	115.2%	87.9%
Food & Beverage Services	1,133,851	691,614	8,153,537	7,353,073	9,363,294	110.9%	87.1%
Materials and Services	854,842	2,510,367	6,296,788	7,516,409	8,527,570	83.8%	73.8%
Personnel Services	806,379	704,291	7,703,338	7,157,326	9,969,814	107.6%	77.3%
Transfers-E	205,530	188,899	2,099,037	1,718,230	2,698,655	122.2%	77.8%
Visitor Development Marketing		-	-	-	463,702	0.0%	0.0%
Total Expenditures	3,000,601	4,095,171	24,252,700	23,745,038	31,023,035	102.1%	78.2%
Net Operations	278,235	(585,668)	3,975,355	765,455	1,094,361		
Capital							
Contributions from Private Sources	-	-	93,750	-	-	0.0%	0.0%
Grants	-	-	-	-	60,000	0.0%	0.0%
Miscellaneous Revenue	-	-	14,633	-	-	0.0%	0.0%
Transfers-R	-	-	360,000	615,000	360,000	58.5%	100.0%
Total Revenues	-	-	468,383	615,000	420,000	76.2%	111.5%
Capital Outlay	78,840	215,685	2,024,204	1,423,916	4,258,000	142.2%	47.5%
Materials and Services	32,585	213,003	32,585	1,423,510	-,230,000	0.0%	0.0%
Total Expenditures	111,424	215,685	2,056,788	1,423,916	4,258,000	144.4%	48.3%
Net Capital	(111,424)	(215,685)	(1,588,405)	(808,916)	(3,838,000)		
12 Month Fund Balance Increase	e 166,811	(801,353)	2,386,950	(43,461)	(2,743,639)		

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission Portland'5 Centers for the Arts Fund April 2015

	Current	Prior Year	Current Year	Prior Year to	Current Year	% of Prior	% of
	Month Actual	Month	to Date	Date Actual	Budget	Year to	Annual
		Actual	Actuals			Date	Budget
Operations							
Charges for Services	914,118	850,098	7,757,935	6,590,667	7,454,065	117.7%	104.1%
Contributions from Governments	-	814,794	-	814,794	831,905	0.0%	0.0%
Food and Beverage Revenue	221,624	254,889	2,460,550	1,777,303	2,225,102	138.4%	110.6%
Interest Earnings	9,079	5,875	83,576	47,435	31,000	176.2%	269.6%
Lodging Tax	31,188	9,966	1,141,975	733,061	1,327,779	155.8%	86.0%
Miscellaneous Revenue	6,609	4,589	62,477	51,675	51,302	120.9%	121.8%
Transfers-R	(35,701)	(32,384)	(357,011)	(323,836)	(428,413)	110.2%	83.3%
Visitor Development Fund Alloc		-	-	-	650,383	0.0%	0.0%
Total Revenues	1,146,917	1,907,828	11,149,501	9,691,098	12,143,123	115.0%	91.8%
Food & Beverage Services	166,759	186,692	1,748,866	1,442,586	1,857,227	121.2%	94.2%
Materials and Services	295,837	270,986	3,053,039	2,394,525	2,948,738	127.5%	103.5%
Personnel Services	542,819	516,147	4,936,149	4,650,150	5,996,451	106.2%	82.3%
Transfers-E	79,955	111,323	849,900	990,308	1,318,646	85.8%	64.5%
Total Expenditures	1,085,370	1,085,149	10,587,954	9,477,569	12,121,062	111.7%	87.4%
Net Operations	61,547	822,679	561,546	213,529	22,061		
Capital							
Contributions from Private Sources	-	75,000	33,750	85,000	-	39.7%	0.0%
Grants		25,000	82,707	35,000	-	236.3%	0.0%
Total Revenues	-	100,000	116,457	120,000	-	97.0%	0.0%
Capital Outlay	20,586	4,906	1,313,560	325,362	1,938,000	403.7%	67.8%
Total Expenditures	20,586	4,906	1,313,560	325,362	1,938,000	403.7%	67.8%
Net Capital	(20,586)	95,094	(1,197,103)	(205,362)	(1,938,000)		
12 Month Fund Balance Increase	40,961	917,773	(635,557)	8,167	(1,915,939)		

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission Expo Fund April 2015

Αμπ 2013	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations							
Charges for Services	289,068	508,345	3,509,382	3,653,185	4,197,279	96.1%	83.6%
Food and Beverage Revenue	233,576	406,369	1,809,362	1,800,055	1,975,000		91.6%
Grants	-	-	-	11,683	-	0.0%	0.0%
Interest Earnings	1,546	1,187	13,787	13,116	8,500		162.2%
Miscellaneous Revenue	11,851	1,452	30,131	16,732	22,240		135.5%
Transfers-R	(5,556)	(9,323)	(55,560)	(93,229)	212,330		-26.2%
Total Revenues	530,485	908,030	5,307,102	5,401,541	6,415,349	98.3%	82.7%
Capital Outlay	-	_	17,985	-	25,000	0.0%	71.9%
Food & Beverage Services	201,882	290,772	1,558,638	1,529,474	1,651,281	101.9%	94.4%
Materials and Services	104,478	134,890	1,000,782	1,119,773	1,459,762	89.4%	68.6%
Personnel Services	143,757	127,846	1,421,420	1,292,952	1,721,145	109.9%	82.6%
Transfers-E	47,526	31,684	1,442,904	1,237,141	1,639,717	116.6%	88.0%
Total Expenditures	497,642	585,192	5,441,729	5,179,340	6,496,905	105.1%	83.8%
Net Operations	32,843	322,838	(134,628)	222,202	(81,556)		
Capital							
Contributions from Private Sources	-	-	22,500	-	-	0.0%	0.0%
Grants	-	157,412	129,250	194,460	10,000	66.5%	1292.5%
Miscellaneous Revenue	-	-	-	-	-	0.0%	0.0%
Other Financing Sources	-	-	3,125	5,190	-	60.2%	0.0%
Transfers-R		-	360,000	165,000	360,000	218.2%	100.0%
Total Revenues	-	157,412	514,875	364,650	370,000	141.2%	139.2%
Capital Outlay	30,318	25,945	475,974	563,651	930,500	84.4%	51.2%
Total Expenditures	30,318	25,945	475,974	563,651	930,500	84.4%	51.2%
Net Capital	(30,318)	131,467	38,901	(199,001)	(560,500)		
12 Month Fund Balance Increase	2,525	454,305	(95,726)	23,200	(642,056)		

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission MERC Admin Sub Fund April 2015

Артіі 2013		Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations Charges for Services Interest Earnings Miscellaneous Reven Transfers-R	nue Total Revenues	1,413 - 104,966 106,379	- 95,212	22 13,885 - 1,049,658 1,063,565	25 5,639 155 952,119 957,939	- 3,750 - 1,259,590 1,263,340	87.0% 246.2% 0.0% 110.2%	0.0% 370.3% 0.0% 83.3% 84.2%
Materials and Services Personnel Services Transfers-E	es Total Expenditures	8,031 61,347 - 69,377	62,665	263,613 647,753 12,000 923,366	155,431 615,163 - 770,594	489,406 744,642 23,000 1,257,048	105.3% 0.0%	53.9% 87.0% 52.2% 73.5%
Capital Transfers-R	Net Operations	37,002	23,324	140,199 (720,000)	187,345 (780,000)	6,292 (720,000)	92.3%	100.0%
Capital Outlay	Total Revenues	-	-	(720,000)	(780,000)	(720,000) 92,800	92.3% 0.0%	100.0%
. ,	Total Expenditures Net Capital	-	-	(720,000)	(780,000)	92,800		0.0%
	12 Month Fund Balance Increase	37,002	23,324	(579,801)	(592,655)	(806,508)		

MERC Visitor Venues Events-Performances-Attendance FY 2014-15

	April 2014		April :	2015	Net Change from Prior Year		April 2014	
осс	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	4	26,394	5	16,368	1	(10,026)	1,985,743	70%
Consumer Public Shows	8	19,980	5	26,141	(3)	6,161	138,058	5%
Miscellaneous					-	-	-	0%
Miscellaneous -In-House	9	200	14	263	5	63	2,230	0%
Meetings	15	4,354	14	5,762	(1)	1,408	311,985	11%
Catering	13	6,557	9	6,175	(4)	(382)	412,202	14%
Totals	49	57,485	47	54,709	(2)	(2,776)	\$ 2,850,218	100%

	April 2	2014	April :	2015	Net Change fro	om Prior Year	April 2	014
Expo Center	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	7	44,409	7	37,444	-	(6,965)	512,922	100%
Cirque Du Soleil	33	66,415	-	-	(33)	(66,415)	-	0%
Miscellaneous	2	205	2	404	-	199	-	0%
Meetings	1	30	1	40	-	10	149	0%
Catering	1	1,050	-	-	(1)	(1,050)	-	0%
Tradeshows/Conventions	-	-	-	-	-	-	-	0%
Totals	11	45,694	10	37,888	(1)	(7,806)	\$ 513,071	100%
Totals w/Cirque du Soleil	44	112,109	10	37,888	(34)	(74,221)	\$ 513,071	100%

	April 2	2014	April 2	2015	Net Change from	om Prior Year	April 20	014
Portland '5	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	21	16,893	5	11,514	(16)	(5,379)	358,939	33%
Broadway	8	15,991	8	16,801	-	810	245,649	23%
Resident Company	24	26,517	42	28,575	18	2,058	1,308	0%
Non-Profit	21	17,110	27	16,092	6	(1,018)	473,494	44%
Promoted/ Co-Promoted	1	164	1	215	-	51	6,308	
Student	18	13,397	36	19,473	18	6,076		0%
Miscellaneous	-	-			-	-	(99)	0%
Totals	93	90,072	119	92,670	26	2,598	\$ 1,085,599	99%

^{*}Attendance and revenue numbers reflect calendar month actuals and not the Event total.

MERC Food and Beverage Margins

April 2015

	Current Month Actual	Prior Year Month Actual	Current Year to Date	Prior Year to Date Actual	Annual Budgat
Convention Center Operating Fund	Actual	Actual	Date	Date Actual	Annual Budget
Food and Beverage Revenue	1,694,963	793,069	10,474,374	8,375,550	11,002,827
Food & Beverage Services	1,133,851	691,614	8,153,537	7,353,073	9,363,294
Food and Beverage Gross Margin					
	561,112	101,455	2,320,837	1,022,477	1,639,533
Food and Beverage Gross Margin %	33.10%	12.79%	22.16%	12.21%	14.90%
Portland'5 Centers for the Arts Fund					
Food and Beverage Revenue	221,624	254,889	2,460,550	1,777,303	2,225,102
Food & Beverage Services	166,759	186,692	1,748,866	1,442,586	1,857,227
Food and Beverage Gross Margin	54,865	68,197	711,683	334,717	367,875
Food and Beverage Gross Margin %	24.76%	26.76%	28.92%	18.83%	16.53%
Expo Fund					
Food and Beverage Revenue	233,576	406,369	1,809,362	1,800,055	1,975,000
Food & Beverage Services	201,882	290,772	1,558,638	1,529,474	1,651,281
Food and Beverage Gross Margin	31,695	115,597	250,724	270,581	323,719
Food and Beverage Gross Margin %	13.57%	28.45%	13.86%	15.03%	16.39%
MERC Fund Total					
Food and Beverage Revenue	2,150,164	1,454,327	14,744,286	11,952,907	15,202,929
Food & Beverage Services	1,502,492	1,169,078	11,461,041	10,325,133	12,871,802
Food and Beverage Gross Margin	647,672	285,249	3,283,245	1,627,774	2,331,127
Food and Beverage Gross Margin %	30.12%	19.61%	22.27%	13.62%	15.33%

MERC Statement of Fund Balances and Reserves April 2015

April 2015					
		FY 2015	FY 2014	FY 2014	FY 2015
		Through	Through	Through	Annual
	-	April	April	June	Budget
Oregon Convention Cente	<u>r</u>				
Beginning Fund Balance	_	14,734,771	14,415,732	14,415,732	16,655,732
Fund Balance Inc (Dec)		2,386,950	(43,461)	353,943	(2,743,639)
	Ending Fund Balance	17,121,721	14,372,271	14,769,675	13,912,093
Contingency - Operating					1,630,000
Contingency - New Capital	-Business Strateav				1,099,078
Contingency - Renewal & R	= -				11,183,015
	Ending Fund Balance				13,912,093
Partland'E Cantara for the	Auto				
Portland'5 Centers for the Beginning Fund Balance	AILS	9,838,652	9,020,155	9,020,155	10,226,656
Fund Balance Inc (Dec)		(635,557)	8,167	817,538	(1,915,939)
r una balance me (bee)	Ending Fund Balance	9,203,095	9,028,322	9,837,693	8,310,717
Contingency Operating					600,000
Contingency - Operating Contingency - New Capital	Pusiness Strategy				600,000 1,857,050
Contingency - Renewal & R	• ,				5,853,667
contingency - nenewar & n	Ending Fund Balance				8,310,717
	J				, ,
<u>Expo</u>					
Beginning Fund Balance		3,402,144	3,935,352	3,935,352	4,399,853
Fund Balance Inc (Dec)	Further Front Balance	(95,726)	23,200	(568,117)	(642,056)
	Ending Fund Balance	3,306,418	3,958,552	3,367,235	3,757,797
Contingency - Operating					350,000
Contingency - New Capital	-Business Strategy				2,596,016
Contingency - Renewal & R	•				811,781
	Ending Fund Balance				3,757,797
MERC Administration					
Beginning Fund Balance		4,084,393	3,043,123	3,043,123	3,043,124
Fund Balance Inc (Dec)	Ending Fund Balance	(579,801) 3,504,592	(592,655) 2,450,468	1,042,231 4,085,354	(806,508) 2,236,616
	Litating Fatia Balance	3,304,332	2,430,400	4,003,334	2,230,010
Contingency - Operating					65,000
Contingency - Renewal & R	Replacement				2,171,616
	Ending Fund Balance				2,236,616
MERC Fund					
Beginning Fund Balance		32,059,960	30,414,362	30,414,362	34,325,365
Fund Balance Inc (Dec)		1,075,866	(604,749)	1,645,594	(6,108,142)
	Ending Fund Balance	33,135,826	29,809,613	32,059,956	28,217,223

MERC Commission Meeting

June 3, 2015 1:45 pm

4.2 Venue Business Reports

PORTLAND'S CENTERS FOR THE ARTS

MERC Monthly Business Report June 3, 2015

P'5 TOP EVENTS

Top events for April 2015:

Faith No More
 Boyz II Men
 Music of Led Zeppelin
 97% sold
 98% sold
 95% sold

P'5 OTHER UPDATES

- Assistant Production Supervisor Annie Salamunovich was awarded the International Association
 of Venue Managers Foundation "30 Under 30" scholarship. The award is given to young rising
 stars in the venue management industry and provides year long professional development.
- Chamber Music Northwest and P5 are working on a 5 year agreement to co-present 5 to 10 chamber music shows during the next season. CMNW-who presents an annual summer festival-desires to have more of a presence throughout the year and felt that a partnership with P5 would make this possible.
- P5 hosted arts administration graduate students from the University of Oregon. Students toured
 the venues and spent time with P5 managers talking about careers in performing arts venue
 management.
- Robyn Williams and booking director Tom Sessa attended the Broadway League road venue
 meeting in New York. This is a gathering of venues who host Broadway touring shows.
 Professional development sessions on marketing, social media, new technology, etc. are
 presented plus opportunities to see current and future touring shows are provided. The
 Broadway League is the presenter of the Tony Awards and Robyn is a Tony Award voter.
- Robyn served on an arts leadership in Portland panel at a meeting of the Association of Arts Administration Educators that was held in Portland.
- The City of Portland is revising the Spectator Facilities Fund statement to more clearly include the Portland'5 venues. As a result of this action, P5 will be included in their Facilities Condition Assessment.
- For the month of April, Keller Auditorium was #2 (venues with 2001-5000 seats) and the Newmark Theater was #5 (2000 or less) in Venues Todays Top spots list.

• Portland'5 is hosting the Dragon Boat art show during the month of June and will feature more than 80 pieces of art. This project started as a dream by a local artist who is also a dragon boat racer. P5 offered to hang the show in the Hatfield rotunda and as a result the Rose Festival is including this as an official Rose Festival event. This is the first time that a visual art component has been part of the Rose Festival activities.

EXPO CENTER

MERC Monthly Business Report April, 2015

EXPO APRIL & MAY HAPPENINGS

April & May were steady at the Portland Expo Center. April had over \$510,000 in revenues (with an increase of almost \$8,000) May had revenues of almost \$230,000 (with an over \$20,000 increase). With school still in progress, it was great to book Discover the Dinosaurs this month to attract families looking for activities in the metro-area.

EXPO APRIL & MAY EVENTS

April Events:

- April had a \$4K increase in rental revenue due to new weekday business.
- The Green Transportation Summit, which focuses on alternative fuel vehicles in the trucking industry, was a new event to Expo in conjunction with Portland International Raceway. The event had total revenue impact of over \$30K, which is fantastic for weekday business that does not interfere with our weekend business.
- The Portland Swap Meet saw a \$14K increase in parking due to utilizing Lower Lot 1 for their event in the off Cirque year.
- Our children's consignment sale, Just Between Friends has added a sales day to their event,
 which additional rental revenue to the event.

May Events:

- May saw revenue increases of \$20, 768 including over \$16,000 in rent and almost \$9,000 in catering.
- We added 2 events to our May line-up, Discover the Dinosaurs and Bialazo del Dia delas Hispanic dance. Combined, these events resulted in \$50,000 in revenue.
- We are starting to see events bring back catering as a part of their events for example, CABA Classic saw a 148% increase in catering due to bringing back their hosted dinner.
- We are still seeing a decline in our gun shows overall.

EXPO FUTURE BOOKINGS

Upcoming new events & rebookings to Expo:

- PGE Safety Meeting we will be hosting 700 PGE employees for their annual safety meeting (Today). The meeting will bolster our June numbers by \$30,000.
- We are welcoming Paul Evert's RV Country Summer RV Sale back to the Expo Center this summer – the event has almost doubled their square footage from last year.

EXPO FEBRUARY & MARCH FOOD AND BEVERAGE

April Events

• The Spring Garage Sale saw a 39% increase in concessions.

May Events

• CABA Classic saw a 148% increase in catering for their event – NW Fire & Rescue Expo increased their catering by 22%.

EXPO CAPITAL PROJECTS

- We are in the home stretch of finalizing our bids for the June Hall D Lobby Remodel. I look forward to presenting the new look at an upcoming meeting.
- We are in the beginning phases of our digital signage project. This project will elevate the entrance of the Expo Center and will allow us increased show advertisement and clear messaging for patrons.
- Review of Cirque-related capital projects was provided by their production manager for our review.

EXPO IN THE COMMUNITY

- Over 80 bags of aluminum cans were recently donated to the North Portland Chapter of the Sea Scouts to help with their boat maintenance and overall operation costs. We also have been donating to Roosevelt High's Sober Grad Night Party fund over the fiscal year.
- The Sales team met with the North Portland Expo Hotelier Group on April 16th and the Expo has received some great room-night data from the group related to Expo events.

Oregon Convention Center

MERC Commission Monthly Business Report June 3, 2015

COMPLETED EVENTS

APRIL SHOWS:

- Brewers Association: Craft Brewers Conference & BrewExpo America 2015
 - o 11,500 attendees, making this the largest event at the OCC since 2009.
 - o \$1,329,152 in revenue
- Oregon Dental Association: 2015 Oregon Dental Conference
 - o 6,641 attendees
 - \$349,653 in revenues
- American Society of Civil Engineers Structural Engineering Congress (SEI) (ASCE)
 - o 900 attendees
 - o \$255,898 in revenue
 - The second event in a string of four contracted conventions with this association

CURRENT PROJECTS

- The OCC has finalized the new organizational logo. It will be presented to Council on June 4 and revealed to the public through the launch of the new website.
- The website project continues to make progress with content loading and testing. The final approval will happen towards the end of June with an expected launch date of June 30.
- The OCC Senior Team met with <u>LMN Architects</u> to discuss the OCC Facility Master Plan. The
 meeting covered a wide variety of element, placing emphasis on interior finishes and
 updating the overall atmosphere of the facility.
- The Hotel Eastlund will hold a Grand Opening Gala on June 10, from 5 to 8 p.m. The gala will
 include live music, hors d'oeurves and beverages. Please notify Scott Cruickshank if you
 would like to attend.

FACILITY WIDE

- April was a strong month, resulting in 39 events and a net revenue of \$3,090,738.00
- Craft Brewers Conference was a success
 - o 11,500 attendees, up from 1,500 attendees from their very first show.
 - The estimated economic impact of this program is \$6,030,722.
- Erin Jepson, Director of Events, and Tom Jelineo, Senior Event Manager, both earned their Certified Meeting Professional (CMP) credentials. Achieving CMP certification requires years of professional experience, education and mastery of a rigorous exam.
- The OCC earned the Smart Meetings Magazine's "Gold Smart Stars Award," its top award.
 - The OCC competed against other convention and exhibition facilities, as well as resort hotels, casinos and cruise lines.
 - The OCC was selected by industry peers for its continued leadership in sustainability practices and exceptional customer service.

MERC Commission Meeting

June 3, 2015 1:45 pm

6.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION Resolution No. 15-10

For the Purpose of Electing MERC Commission Officers for Fiscal Year 2015-16.

Nathan A. S. Sykes, Deputy Metro Attorney

WHEREAS, at the June 3, 2015 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, 2015 and ending June 30, 2016:

Chair:
Vice Chair:
Secretary-Treasurer:

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 3, 2015.

Chair

Approved as to form:
Alison R. Kean, Metro Attorney

Secretary-Treasurer

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 15-11

For the purpose of selecting Performance Systems Integration for Fire Alarm Testing and Services at the Oregon Convention Center and authorizing the Interim General Manager of Visitor Venues to execute a contract with Performance Systems Integration.

WHEREAS, the Oregon Convention Center requires ongoing comprehensive testing and repair services; and

WHEREAS, a competitive bidding process was conducted according to Metropolitan Exposition Recreation Commission's (MERC) Contracting and Purchasing Rules; and

WHEREAS, MERC staff has evaluated the bids and Performance Systems Integration is the lowest responsive and responsible bidder.

BE IT THEREFORE RESOLVED as follows:

- 1. MERC selects Performance Systems Integration as the lowest responsive and responsible bidder in response to the Request for Bids for the Annual Fire Alarm System Testing and Services for the Oregon Convention Center.
- 2. MERC approves the contract with Performance Systems Integration in the form substantially similar to the attached Exhibit A and authorizes the Interim General Manager of Visitor Venues to execute the contract on behalf of the Commission.

Chair
Secretary/Treasurer

MERC Staff Report

Agenda Item/Issue: For the purpose of approving a contract with Performance Systems Integration for Fire Alarm Testing and Services at the Oregon Convention Center.

Resolution No: 15-11

Date: June 3, 2015 **Presented by:** Scott Cruickshank

Background: The services being requested for the OCC includes annual testing of all fire alarm systems, per National Fire Protection Association (NFPA) guidelines, for proper operation, providing necessary repairs and replacement of parts and documentation of findings and work performed by skilled technicians. All work and equipment, its performance, use, inspection, testing and maintenance shall comply with all applicable codes and jurisdictions.

MERC contracting code requires competitive sealed bids under ORS Chapter 279C for public improvements. As such, MERC is required to accept the lowest responsive and responsible bid. Through the venues' commitment to contracting with firms owned by and employing individuals from diverse backgrounds, MERC staff included in the bid documents good faith program requirements for outreach to the State of Oregon Certified Minority-Owned, Women-Owned and Emerging Small Business (MWESB) community and the First Opportunity Target Area (FOTA) community.

The program establishes procedures to maximize utilization of MBEs, WBEs and ESBs for MERC projects. The following steps required to help MERC monitor the usage of these firms, were outlined in the RFB and were included in the evaluation of bids:

- 1. Identify areas in which Bidder intends to use sub-contractors.
- 2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.
- 3. Contact several (or all) certified MBE/WBE/ESB firms listed (with the State of Oregon) to perform the work needed.
 Metro Procurement Services can provide Bidder with a list of firms upon request bidsandproposals@oregonmetro.gov.
- 4. Negotiate with interested, available and capable MBE/WBE/ESB firms who submit competitive bids.
- 5. Report to MERC all sub-contractors contacted. Please include their response and price quoted.
- 6. List all sub-contractors that Bidder intend to use on this project.

Please note a selected MBE/WBE/ESB firm must be used unless MERC authorizes a substitution after contract award.

The following MBE/WBE/ESB Program forms are to be completed and returned as part of your Bid submission. Contact Procurement services at bidsandproposals@oregonmetro.gov if additional information is required.

In addition to these requirements, the RFB was published in the online version of El Hispanic News and the Daily Journal of Commerce, as well as ORPIN.

On March 12, 2015, MERC staff conducted a site walk for potential bidders in which two fire alarm contractors attended. Both firms provided bids, however neither of the respondents were FOTA or MWESB certified. The lowest responsible and responsive bidder was Performance Systems Integration.

<u>Fiscal Impact:</u> This contract expense is budgeted in the OCC budget on an annual basis.

Recommendation: Staff recommends the Metropolitan Exposition Recreation Commission, by Resolution No. 15-11, approve the contract award and written contract (attached hereto) with Performance Systems Integration for Fire Alarm Testing and Services for the Oregon Convention Center; for a period of five years in the amount of two hundred seventy thousand and 00/110 dollars (\$270,000) for the Fire Alarm Testing and Services at the Oregon Convention Center.



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 205063

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 **Performance Systems Integration**, whose address is **7324 SW Durham Road, Portland, OR 97224**, 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 June 10, 2015 through and including May 30, 2020.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for a maximum price not to exceed **Two Hundred Seventy Thousand AND 00/100**TH **DOLLARS (\$270,000.00)**.

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 metroaccountspayable@oregonmetro.gov. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. 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.

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.



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 205063

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; and
- D. Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS 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 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



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 205063

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.
- 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



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 205063

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.

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.



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 205063

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 INTEGRATION OF CONTRACT DOCUMENTS

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

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



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 205063

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

TI: 0		ERPARTS				
This Contract n	nay be executed in counterparts or multiples,	any one of which wi	Il have the full force of an original.			
	DELIVERY uest, demand, instruction, or any other comm	CLE XXI OF NOTICES nunications to be give	en to any party hereunder shall be in			
writing, sent by	registered or certified mail or fax as follows:					
To Contractor:	Performance Systems Integration 7324 SW Durham Road Portland, OR 97224 503-641-2222 fax	To Metro:	Metro Procurement Services 600 NE Grand Ave Portland, Oregon 97232 503-797-1791 fax			
		With Copy to:	Matt Uchtman 777 NE Martin Luther King Jr Blvd Portland, OR 97232 503-537-7806 fax			
CONTRACTOF	₹	METROPOLITA COMMISSION	AN EXPOSITION RECREATION			
Ву		Ву				
Print Name		Print Name	Print Name			
Date		Date	Date			

Revised March 2015 Page 6 of 11



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 205063

1. Purpose and Goal of Work

Contractor shall provide testing, maintenance and repairs (as requested) and annual reporting to satisfy AHJ's and NFPA requirements for a Class A facility.

2. Description of the Scope of Work

Contractor shall test all components of the fire alarm system for proper operation and document findings in electronic service reports as testing is completed. Smoke detectors shall be cleaned as required and sensitivity verified.

The testing and service shall be performed in conformance with all NFPA 72 guidelines as well as all federal, state, and local rules, regulations, codes, and laws.

Contractor will provide a minimum of 350 - 450 man hours to complete the testing due to the various locations and accessibility of devices.

Other than man lifts, the Contractor shall provide all required equipment, material, tools, transportation, experienced technical labor and supervision to perform the services as described. Trained, qualified Contractor personnel may use OCC man lifts to perform the testing. OCC man lift availability is based upon facility event schedule and facility needs.

A) Work Schedule

The testing will need to be completed around the building event schedule as the work cannot interfere with booked events. The majority of the testing will be scheduled and performed during regular business hours Monday – Friday working around the building event schedule. Work days and hours may be irregular and non-consecutive due to building event schedule. Testing may be scheduled during off shift hours (evenings) if necessary to complete the testing.

B) Personnel

The Contractor shall provide at least two trained technicians during fire alarm testing to activate the devices, monitor output, and acknowledge signal at the fire alarm panel. OCC will not provide personnel to help with testing beyond granting access to areas needed for inspection/testing. Please complete Exhibit B – Personnel & References.

C) Qualifications

- C1) Lead testing technician minimum qualifications:
 - NICET II Fire Certification for Fire Alarm Technicians & Testing Personnel
- C2) Contractor minimum qualifications:
 - Edwards Systems Technology (EST3) Certified Technician(s)
 - FireWorks Certified Technician(s)
 - NICET IV Technician(s) on staff for engineering review
- C3) Fire Alarm contractor must be an approved manufacturer representative of EST Fire Alarm systems.



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 205063

)	OCC Fire Alarm System Equipment	Quantity
	Edwards Fire Alarm Panel	1
	GE Security Fireworks Computer	1
	Field Node Panels	7
	XLS 180 Watt Amplifiers	25
	 Power Boosters (Strobes) 	26
	Remote Control Annunciator Panels	3
	Addressable Smoke Detectors	453
	Addressable Heat Detectors	25
	Addressable Duct Detectors	366
	Addressable Pull Stations	1
	Tamper Monitor Module	59
	Water Flow Monitor Module	62
	Speakers/Horns	552
	Phone Jacks or Warden Stations	3
	Door Holders	40
	Digital Dialer	1
	Elevators (servicing 3 floors)	12
	Facility Horn/Strobe/Evacuation Annunciation Test	1

E) Documentation

- E1) Contractor shall provide OCC a complete electronic NFPA 72 fire alarm system inspection report upon completion of testing. This report must be provided via an online barcode system that OCC can access and download via a standard web browser. Initial data entry and setup of online reporting system is the contractor's responsibility. OCC also requires one (1) hard copy report in a covered binder and with separated section tabs be delivered within five business days of the completion of testing.
- E2) Testing and Inspection reports shall include at a minimum, the device type, the manufacturer, the model number, addressable ID, install date, location and description of area where device is physically installed and the time and date the device was tested. The technician shall record the services performed during the test and inspection, the results of any such tests, and the recommendation for correcting any discrepancies found during the inspection.
- E3) All discrepancies will be available on a formal NFPA report and accessible on any web browser within 48 hours or two business days of the test & inspection to review with OCC personnel for corrective action.
- E4) System configuration shall be verified during the annual inspection and test and compared to the existing records. An updated electronic copy shall be provided to the OCC Contract Manager after testing if any changes occur.
- E5) Annually, the Contractor shall provide a report of recommended equipment upgrades or replacement parts along with associated costs for future budgetary planning.



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 205063

F) Repair and Replacement

Upon request by MERC, for non-routine repairs, replacements and installations and for hourly rate work with adequate plans and specifications or written directions, the Contractor shall prepare and submit a written estimate of labor, equipment, and materials which will be required to perform work specified. Contractor must use the hourly rate submitted with its proposal in calculating estimates. This work may then be performed only with MERC's written authorization. Upon authorization, actual work shall not exceed the Contractor's estimate without MERC's prior written approval.

MERC reserves the right, for non-routine repairs, repairs, replacements and installations, to procure separately for any of these projects.

G) Training

Contractor shall provide up to 8 hours of training annually for Oregon Convention Center staff (security, electricians and building engineers) who operate the system and respond to fire, supervisory, and trouble alarms.

H) Emergency Services

Contractor shall respond to emergency service requests on a time and materials basis. Emergency service calls should be returned within two hours with emergency service within 24 hours of call. A written report shall be completed for each visit detailing purpose of call, summarizing the work performed, and estimated charges. Please provide a rate schedule for emergency work.

Item No.	Number of Units	Description of Item	Total Amount (figures)
1	#1	Year One Testing and Inspection	\$20,710.00
2	#1	Year Two Testing and Inspection	\$21,800.00
3	#1	Year Three Testing and Inspection	\$23,900.00
4	#1	Year Four Testing and Inspection	\$23,900.00
5	#1	Year Five Testing and Inspection	\$23,900.00

600 NE Grand Ave., Portland, OR 97232-2736

503-797-1700

MERC Contract No. 205063

Type of service	Days of the week	Rate	Unit
Installation Services	Monday-Friday	\$110.00	/hour
Programming Services	Monday-Friday	\$110.00	/hour
Code Consulting Services	Monday-Friday	\$110.00	/hour
System Engineering Services	Monday-Friday	\$135.00	/hour
CAD Drafting Services	Monday-Friday	\$135.00	/hour
Administrative Services	Monday-Friday	\$90.00	/hour
Parts/Materials Markup Percentage		30%	flat rate

Miscellaneous Service Hourly Rates						
Time Designation	Day of the Week	Hours (please define hours)	Rate	Unit		
Regular Hours	Monday-Friday Saturday Sunday	7:00 AM – 4:30 PM All Hours All Hours	\$110.00 \$165.00 \$165.00	/hour /hour /hour		
Overtime Hours	Monday-Friday Saturday Sunday	4:30 PM – 7:00 AM All Hours All Hours	\$165.00 \$165.00 \$165.00	/hour /hour /hour		
Emergency Hours	Monday-Friday Saturday Sunday	7:00 AM – 4:30 PM All Hours All Hours	\$110.00 \$165.00 \$165.00	/hour /hour /hour		
Emergency Overtime Hours	Monday-Friday Saturday Sunday	4:30 PM – 7:00 AM All Hours All Hours	\$165.00 \$165.00 \$165.00	/hour /hour /hour		



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 205063

Holidays	All Hours	\$220.00	/hour
Parts/Materials Markup Percentage		30%	flat rate

Formula on which hourly rate increases shall be based:

There is no hourly rate increase.

3. Deliverables/Outcomes

Accurate and timely reporting and maintenance and repair of system per specifications.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 15-12

For the purpose of approving and transmitting to the Metro Council budget amendments to the Metropolitan Exposition Recreation Commission (MERC) Fund Approved Budget for fiscal year 2015-16, and requesting amendment of the Capital Improvement Plan FY 2015-16 (CIP).

WHEREAS, Metro Code 6.01.050 provides that 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 2015-16 budget for the MERC Fund; and

WHEREAS, MERC staff request certain budget amendments to the approved budget for fiscal year 2015-16 for the reasons described in the attached Staff Report.

BE IT THEREFORE RESOLVED THAT,

- 1. MERC approves the budget amendments to the MERC Fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016 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 these amendments to the Approved Budget to Metro Council for ratification.

Passed by the Commission on June 3, 2015.		
Approved as to Form: Alison R. Kean, Metro Attorney	Chair	
	Secretary/Treasurer	_
Ву:		
Nathan A. S. Sykes, Deputy Metro Attorney		

MERC Staff Report

Agenda Item/Issue:

For the purpose of approving and transmitting to the Metro Council a budget amendment to the MERC Fund for fiscal year 2014-15

Resolution No: 15-12 Presented By: Ben Rowe

Date: June 3, 2015

Background and Analysis:

At the end of each fiscal year, there are a few projects still in progress due to various reasons, or it is decided that they fit better in the next year's operations work plan. Additionally, some projects are combined or re-prioritized for efficiency. In order to facilitate the continuity of projects, OCC, Portland'5, and Expo request to carryover the budget items listed below. This action will amend the FY 2015-16 Approved Budget (prior to adoption) adding the line item amounts below.

OCC

The OCC's Capital Program achieved almost \$700,000 in savings on the second phase of the OCC Roof Replacement Project. OCC is expected to spend over 80% of its total FY 2014-15 Capital Program budget. Additionally, OCC is forecasted to spend 84% of its Hotel Project budget. The following items are requested to be carried over to FY 2015-16:

- The majority of the OCC Hotel Project carryover amount is budget expenses associated with bond financing which was delayed until next fiscal year due to the Project's legal cases.
- The digital signage and integrated door access controls design and engineering projects and budgets were combined with the Master Plan project to begin in earnest in FY 2015-16.
- \$582,000 of project savings from the OCC Original Roof Project Phase II is added to the Cucina Rosa Project as a place holder until the project can be more accurately scoped in FY 2015-16.
- All four lighting projects were delayed in part because of rapidly evolving and changing LED lighting technology
 and the process of testing lamps and fixtures to find the acceptable lumen output compared to existing lamps.
- The Closed Circuit TV Security Camera project is almost complete. The carryover of \$50,000 is a contingency to finalize the project.
- The two-way radio project carryover amount of \$50,000 is also a contingency amount to finalize the project.

Fund: | 550 – Oregon Convention Center

Line Item Title	Account	Fund	Dept	Prog	Class	Proj	Amount
Resources:							
Undesignated Fund Balance	340000	550	55100	55990	0000		\$1,604,000
Total Resources							\$1,604,000

Requirements:								
M&S Items:								
OCC Hotel-Financing	524030	550	55950	55000	0000		145,000	
OCC Hotel-Outreach	524040	550	55950	55000	0000		30,000	
OCC Hotel-Consulting	524070	550	55950	55000	0000		10,000	
OCC Master Plan	524070	550	55300	55910	0000	88170	255,000	
Capital Project Items:								
Cucina Rosa Remodel	572000	550	55999	55950	0000	85100	582,000	
Tower Lighting	572000	550	55999	55950	0000	8R052	124,000	
Portland Bllrm Lighting	572000	550	55999	55950	0000	8R053	112,000	
Oregon Bllrm Lighting	572000	550	55999	55950	0000	8R080	115,000	
Loading Dock Lighting	572000	550	55999	55950	0000	8R081	46,000	
MLK/OBR Holladay Plaza	572000	550	55999	55950	0000	8R082	50,000	
Two-way Radio Dgtl upgrd	574000	550	55999	55950	0000	8R083	50,000	
Pickup Truck with Plow	574000	550	55999	55950	0000	8R031	35,000	

	I.	I.	Total Requirements \$					
Closed Circuit TV Security	574000	550	55999	55950	0000	8R032	50,000	

Portland'5

Portland'5 is expected to spend over 75% of its total FY 2014-15 Capital Program budget. Almost all of the schedules of the projects requested to be carried over to FY 2015-16 were delayed due solely to the Keller Electrical Buss Replacement Project (\$350,000) which was both unexpected and consumed tremendous staff time and resources.

Fund: 554 – Portland'5 Centers for the Arts

Line Item Title	Account	Fund	Dept	Prog	Class	Proj	Amount
Resources:							
Undesignated Fund Balance	340000	554	58100	55990	0000		\$716,500
Total Resources							\$716,500

Requirements:								
Capital Project Items:								
Loading Dock Screening Fence	572000	554	58999	55950	0000	8R063	48,500	
Keller Cooling Tower	572000	554	58999	55950	0000	8R069	32,000	
Keller Acoustical Treatment	572000	554	58999	55950	0000	8R091	50,000	
Orchestra Shell Rigging	572000	554	58999	55950	0000	8R092	27,000	
Keller LED Lighting	572000	554	58999	55950	0000	8R094	50,000	
ASCH Chandelier Winches	572000	554	58999	55950	0000	8R096	18,000	
AHH Digital Signage	572000	554	58999	55950	0000	8R097	75,000	
Keller Roof Drains	572000	554	58999	55950	0000	8R098	245,000	
ASCH Portland Sign Assssmnt.	572000	554	58999	55950	0000	8R099	20,000	
Elevators Design & Scoping	572000	554	58999	55950	0000	8R100	25,000	
Stage Door & Box Offices	572000	554	58999	55950	0000	8R101	50,000	
Loading Dock Extension	574000	554	58999	55950	0000	8N034	31,000	
Stagehand Payroll Sys upgrd	597000	554	58999	55950	0000	8R088	45,000	
					Total 1	Requirements	\$716,500	

Expo

Expo is expected to spend 57% of its total FY 2014-15 Capital Program budget. The following items are requested to be carried over to FY 2015-16:

The Marketing and Communication Plan and Hall Truss Repair work conducted in the current year did not use the entire FY 2014-15 allocated budget, these amounts reflect the remaining unspent budget amount wished to be carried over to FY 2015-16. The Halls A, B, & C assessment budget was deliberately postponed to await the outcomes of the Expo Market Study. The Expo Capital projects listed below were delayed for various reasons and fit better with the event schedule in FY 2015-16.

Fund: 556 – Portland Expo Center

Line Item Title	Account	Fund	Dept	Prog	Class	Proj	Amount
Resources:							
Undesignated Fund Balance	340000	556	56100	55990	0000		\$514,000
Total Resources						\$514,000	

Requirements:								
M&S Items:								
Marketing & Comm. Plan	524050	556	56100	55910	0000	88165	\$15,000	
Halls A,B,C, Assessment	524070	556	56100	55910	0000	88166	33,000	
Expo Hall Truss Repair	526100	556	56300	53000	0000	87M007	20,000	
Capital Project Items:								
Storm water Bioswale	571000	556	56999	55950	0000	8R045	50,000	
Strom water Wall	572000	556	56999	55950	0000	8R032	17,000	
Hall D Carpet & Paint	572000	556	56999	55950	0000	8R042	175,000	

Total Requirements							
Voice over internet Protocol	575000	556	56999	55950	0000	65701B	50,000
Ticketing Hardware	575000	556	56999	55950	0000	8R113	10,000
Electronic Reader Board	574000	556	56999	55950	0000	8N011	40,000
Security Cameras	574000	556	56999	55950	0000	8R112	48,000
Plastic Fldng Chairs (1of3)	574000	556	56999	55950	0000	8R111	3,000
Audio Visual Equipment	574000	556	56999	55950	0000	8N020	50,000
Hall E Roof, Lobby, Rooms	572000	556	56999	55950	0000	8R108	3,000

Fiscal Impact:

This action will amend the FY 2015-16 Approved Budget (prior to adoption) adding the line items amounts above to the already Approved FY 2015-16 Budget amounts.

Recommendation:

Staff recommends that the Metropolitan Exposition Recreation Commission adopt Resolution 15-12.