

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION 95-2

Approving the MERC Food and Beverage Committee's recommendation as follows: a) extend the OCC Fine Host Concessions/Catering Management contract for four years and seek Metro Council approval, under the provision of single source provider, to add PCPA to the Fine Host contract extension; and b) one Concessions/Catering Management RFP for Civic Stadium and Expo Center be issued for a minimum four year contract, with a two year extension, at the option of the MERC Commission, to allow for amortization of needed capital investment.

The Metropolitan Exposition-Recreation Commission finds:

1. That three public meetings were held to discuss all aspects of the Food & Beverage operation of all MERC facilities. Information was presented by staff, current vendors and interested parties as to the needs of the Food and Beverage operations of MERC facilities.

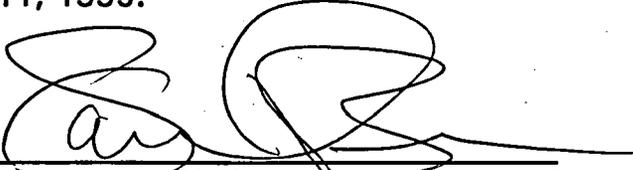
2. That all concessions/catering contracts have expiration dates corresponding with June 30, 1995 and that the Commission needs to act to extend current agreements and/or solicit request for proposals to acquire management services for the Food and Beverage operations at MERC facilities.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission approves the recommendation of the Food and Beverage Committee as follows - a) extend the OCC Fine Host Concessions/Catering Management contract for four years and seek Metro Council approval, under the provision of single source provider, to add PCPA to the Fine Host contract extension; and b) one Concessions/Catering Management RFP for Civic Stadium and Expo Center be issued for a minimum four year Concessions/Catering contract, with a two year extension, at the option of the MERC Commission, to allow for amortization of needed capital investment.

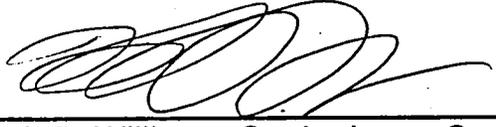
BE IT FURTHER RESOLVED that staff negotiate the contract extension for the OCC, and the addition of the PCPA (subject to Metro Council approval) to a satisfactory conclusion and return the contract extension to the Commission for final approval.

Passed by the Commission on January 11, 1995.

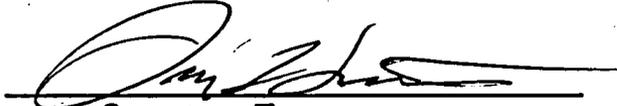
Approved as to Form:
Daniel B. Cooper, General Counsel



Chairman



Mark B. Williams, Sr. Assistant Counsel



Secretary-Treasurer

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Concessions & Catering Management RFP Discussion Public Meeting Related to The Oregon Convention Center and The Portland Metropolitan Exposition Center

December 7, 1994 - 4:00 pm
Oregon Convention Center - Room B113

Those Present: Bernie Foster, MERC Commissioner; Mitzi Scott, MERC Commissioner; Ben Middleton, MERC Commissioner; Pat LaCrosse, MERC General Manager; Jeffrey Blosser, Oregon Convention Center Director; Harriet Sherburne, PCPA Director; Chris Bailey, Expo Manager; Candy Cavanagh, Civic Stadium Manager; Norm Kraft, MERC Accountant; Dennis Beaudoin, Fine Host Corp.; David Sloma, Fine Host Corp.; Glen Boss, G. Boss, Inc.; Michael O'Loughlin, Expo Advisory Committee; Barbara Setterlund, Expo Parking Contractor; Jackie Winters, Jackie's Ribs; D. Lensch, Music Theatre Co.; Bill Moore, Food Services of America; Marlin Ail and Aaron Ail; Chris Palmer, Palmer/Wirfs & Assoc./Expo Advisory Committee; Nancy Ochs and Suzy Bicknese, Fine Host Corporation; Luc Fortter, Food Services of America; and Les Bergstrom.

The meeting was opened at 4:00 pm by MERC Commissioner Mitzi Scott. Commissioner Scott asked those present to introduce themselves and then explained the purpose of the public meeting today was to gather information and foster discussion about a concessions and catering management contract. The meeting was then turned over to Jeff Blosser, OCC Director who invited questions and discussion anytime during his remarks. Blosser reviewed the meeting agenda items, giving background information related to each facilities' current concessions/catering contract. He noted that currently, Fine Host holds the contract at OCC and Stadium for concessions and catering; G. Boss, Inc. is the contractor at Expo and the PCPA cafe and concessions operation are exclusive to Jake's. PCPA also offers an open catering contract.

It was pointed out that MERC has extended all current concessions/catering contractors' contracts to correspond with an ending date of June 30, 1995. Blosser then presented the percentage/ratio figures for each facility: OCC being 2/3 catering and 1/3 concessions; Stadium and Expo are about 95% concessions and 5% catering; and PCPA is about 1/3 catering and 2/3 concessions.

Blosser reviewed the MERC RFP process with those present. MERC will need to give notice of intent to Fine Host and G. Boss, Inc.. It was noted that PCPA's contract has no extension. Blosser explained that MERC staff has evaluated many of the various options available and is leaning toward a one-for-all RFP process. Based on the needs, economics, mix of facilities and capital needs, the larger the contract the better the deal for MERC.

Blosser presented the three year concessions/catering financial history related to OCC and Expo. G. Boss, Inc.'s contract (Expo concessions/catering contractor) is on a gross sales percentage - 42% concessions and 20% catering off the top of gross. Fine Host Inc.'s contract (OCC) is a management fee contract in which the OCC percentage split with Fine Host after net profit is 85.5% to OCC and 14.5% to Fine Host.

Blosser summarized RFP options to-date:

1. one MERC-wide RFP (all facilities)
2. extend current contracts
3. grouping facilities in RFP process
4. individual facility RFPs

Again Blosser pointed out that staff was leaning toward option #1 due to increased revenue being generated and the ability to share staff, management equipment and accounting among the facilities. He noted that staff's initial choice at this point was in no way a reflection on any current concessions/catering contractor. He also added that revenue to MERC and capital investment would be major issues in any RFP.

MERC Commissioner Scott explained the MERC Commission's goal as representing the public interest. In meeting that charge, the two primary concerns are: 1) operating MERC facilities in a fiscally responsible manner and, 2) operating the facilities in a high quality manner and provide quality service. Balancing those two goals is what the Commission works toward.

Blosser presented issues, on behalf of other MERC Commissioners not present, related to pricing, menu name-branding and service levels. He noted that Stadium and Expo clientele share price sensitivity issues needing to be addressed in whatever kind of RFP is recommended.

Blosser reviewed the potential RFP time-line as follows: next public meeting on December 19, 3:00 pm, at the Oregon Convention Center, with focus on RFP issues

relating to PCPA and Civic Stadium; a public meeting on January 3, 3:00 pm, Oregon Convention Center, with focus on consolidating all issues and concerns and formulating a recommendation to take to the MERC Commission at the January 11, 1995 MERC Meeting; from Jan. 11 - June 30, the RFP process would be completed and a recommendation of the successful contractor would be made to the MERC Commission in May of 1995. Blosser noted the RFP's basic content has to do with the scope of work and the rest is required legal language. He indicated he would like to see a draft RFP available at the January 3 public meeting.

Chris Palmer, Palmer/Wirfs & Assoc., and speaking on behalf of the Expo Advisory Committee, noted she operates consumer shows predominantly at the Expo but also events at OCC. Ms. Palmer expressed pleasure with and strong support of G. Boss Inc.'s responsiveness to her shows, especially in the areas of pricing and quality of service and staffing.

There was a general discussion regarding ownership of concessions/catering equipment at the various facilities during which it was pointed out that OCC holds ownership of equipment at OCC and G. Boss Inc. owns equipment at the Expo.

Dennis Beaudoin, Fine Host Corp. expressed support for the idea of letting two contracts - one being catering and the other concessions. He felt it made sense, given the mix of facilities and their needs, to utilize expertise.

Glenn Boss pointed out that if one contract was let for all MERC facilities, the process could push the smaller local vendors out of the competition.

Mr. Ail suggested reviewing the trend other big cities have been leaning toward; that of allowing the food contractor to come into the facility and management the concessions/catering business for them.

Harriet Sherburne, PCPA Director, stated PCPA would be seeking a contract structure that helps the facility gain capital investment and maximum return.

MERC Commissioner Foster asked if any of the contractors present saw any logistical problems with one contract. Mr. Beaudoin pointed out that while many think there is increased efficiencies realized, the reality is one contract often times decreases efficiency.

There was a general discussion regarding the terms of the potential contract during which Jeff Blosser speculated the term would be for five years with one option. He also noted the many variables to the contract could affect the terms, such as capital investment, service levels, pricing structure and menu variety.

Candy Cavanagh, Civic Stadium Manager, voiced her concerns related to Civic Stadium's need for capital improvements as well as maintaining service levels and pricing structures conducive to Stadium clientele. She noted that the Stadium relies on concessions revenue due to minimal ancillary income in other areas. Cavanagh stated she would like to see a contract that is attractive to both facility and contractor.

There was a general discussion regarding the RFP process being restricted to vendors in the State of Oregon. Jeff Blosser stated that as far as he knew the RFP, as a whole, cannot be restricted to an area, but within the RFP, MERC does have language to the effect of hiring and purchasing within the local area.

There being no further discussion, the meeting was adjourned at 5:05 p.m.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Concessions & Catering Management RFP Discussion Public Meeting Related to Portland Center for the Performing Arts and Civic Stadium

**December 19, 1994 - 3:00 p.m.
Oregon Convention Center - Room C123**

Those Present: Mitzi Scott, MERC Commissioner; Clifford N. Carlsen, MERC Commissioner; Pat LaCrosse, MERC General Manager; Jeffrey Blosser, OCC Director; Harriet Sherburne, PCPA Director; Chris Bailey, Expo Manager; Candy Cavanagh, Civic Stadium Manager; Heather Teed, MERC Finance Manager; Norm Kraft, MERC Accountant; Pam Erickson, MERC Project Dev. Manager; Dennis Beaudoin, Fine Host Corp.; David Sloma, Fine Host Corp.; Randy Ziegler, Fine Host Corp.; Sean Perkins and Glen Boss, G. Boss Inc.; Dorothea Lensch, Musical Theatre; Aaron Ail, Ail Concessions; Gary Lawrence, McCormick & Schmick Concessions; Jack Cain, Portland Rockies; M. Richards and S. Caldwell, Portland Center Stage; Linda Cargill, The Skanner News; Larry Harvey, Tri-County Lodging Association; LeAnne Petrone, Tygress Heart; Ralph Nelson, Oregon Symphony; Richard Ransone, PCPA Advisory Committee and Les Bergstrom, Northwest Strategies.

The meeting was opened at 3:00 p.m. by MERC Commissioner Mitzi Scott. Commissioner Scott asked those present to introduce themselves and then explained the purpose of the public meeting today was to gather information and foster discussion about a concessions and catering management contract with the focus on RFP issues related to Portland Center for the Performing Arts and the Civic Stadium. The meeting was then turned over to Jeff Blosser, OCC Director, who reviewed the history of the current contracts and how MERC's facility mix has changed since those contracts have been in place. Blosser reviewed discussion items from the last public meeting on Dec. 9. He noted the RFP process is very lengthy which is the reason for starting now. Financial figures related to Stadium and PCPA were reviewed. Blosser explained there were minimal capital needs at OCC, but a consultant, working on a PCPA concessions/catering study, recommended 1/2 million capital dollars for PCPA, Stadium, and Expo. (PCPA needing in the neighborhood of \$300-500,000 capital dollars; Civic Stadium - \$200-250,000 capital needs; and at Expo, where all equipment is owned by current contractor, investment would depend on contract

terms and successful vendor).

Blosser noted that staff is leaning toward one MERC-wide RFP (inclusive of all facilities). Blosser summarized RFP options to-date:

1. one MERC-wide RFP (all facilities)
2. extend current contracts
3. grouping facilities in RFP process
4. individual facility RFPs
5. catering RFP (OCC) and concessions RFP (Stadium, Expo, PCPA)

Blosser reported Metro's legal counsel had advised that MERC was unable to extend contract and add new facilities to current contracts. Blosser reviewed the management fee vs. flat percentage contract structures. He also noted the possibility of having a threshold percentage fee. Blosser pointed out that many venues in the industry use the management fee structure due to a team/partnership incentive.

There was a general discussion regarding structuring the RFP relating to service levels, facility needs, menu choices and pricing. Candy Cavanagh, Civic Stadium Manager shared her observations of the Stadium's physical structure and lack of room for additional points of sale and long lines at the points of sale in operation which in turn creates public dissatisfaction. She also noted that price sensitivity was an issue for Stadium clientele. Stadium staff and Fine Host staff have experimented with various creative ideas in order to develop more points of sale. Randy Ziegler, Fine Host, pointed out that with all the media news about the Stadium's shaky future, he felt that contractors would want a commitment on the part of government related to the term of the Stadium contract as well as allowing the successful contractor to recover their investment.

Harriet Sherburne reviewed the history of the catering/concessions contracts related to PCPA. There was a general discussion regarding PCPA's experimental open catering project which is meeting some but not all of PCPA client needs. She also pointed out that it was difficult to manage from the facility's standpoint. Also noted was the lack of food preparation areas within PCPA facilities. Blosser pointed out that on-site management levels is one of the RFP issues being explored by staff.

M. Richards, Portland Center Stage, spoke in favor of the management fee structure due to all parties benefiting. He also added that more points of sale are needed for PCPA events. Sherburne stated that Tygress Heart Company has been using volunteers to run a concession stand during their events - buying their products from Jakes; selling the product and keeping the profit. Sherburne pointed out that this is a case where PCPA forgoes the bottom line in favor of customer service.

There was a general discussion regarding union staffing at various facilities and how the volunteer manning of concession stands would fit into that. Also discussed was the shuttling of concessions/catering staff and equipment from building to building. Gary Lawrence, McCormick and Schmick, spoke to PCPA promoters asking for more points of sale to serve their customers. He suggested the City needs to address the issue by possibly spending dollars to improve points of sale or lowering facility rent.

Blosser pointed out that a MERC-wide RFP/contract would best address the capital needs (replacement of equipment and more points of sales, more portable equipment, refurbishment). He also noted that PCPA and the Stadium cannot always afford to meet customer service needs and lose money at the same time.

Blosser pointed out that all the current contractors have provided excellent service but now MERC has a new mix of facilities and needs; therefore necessitating a RFP that will address these changes. G. Boss asked if Fine Host would be interested in bidding on a MERC-wide RFP. Randy Ziegler, Fine Host, responded they would be interested, but felt there was a legal problem that needed to be addressed related to a Fine Host contract extension inclusive of the newly added facilities. Blosser again pointed out that Metro legal counsel had advised that due to the change in facility mix, a new RFP/contract would be needed.

R. Ziegler, Fine Host, presented a narrative on the history of the current Fine Host contract and a general performance evaluation. He noted that OCC has been Fine Host's showplace in the West, and OCC has helped Fine Host sell other accounts. He noted that Fine Host has never failed to be extended at any convention center in the country.

Ralph Nelson, Oregon Symphony, wanted to go on record with the concerns Symphony patrons have related to the quality of the food and service. He noted the Symphony is a little bit skeptical with using one specific vendor and concerns with the current food menu. Nelson added that the Symphony favors the open catering arrangement. He also stated that due to lack of kitchen facilities at the Schnitzer, it is impossible to stay current with what other cities are providing their Symphony clientele in the way of food and beverage.

There was a general discussion regarding unused space at the Schnitzer and Auditorium that could be utilized as food preparation areas. Major benefits in doing so would be providing customers with menu variety, quality and on-site preparation. MERC Commission Scott pointed out that an investment in creating more preparation space in order to provide higher quality food still does not increase sales if lack of

points of sale is still a problem..

There was a general discussion regarding one MERC-wide RFP vs. the grouping of facilities. Randy Ziegler pointed out that no matter how the RFP is grouped, the contractor will look at each facility's bottom line as to investment vs. profit. He suggested that with the capital investment needed, a funding mechanism within the contract would be of benefit to all parties.

Blosser noted the challenge in packaging the RFP to fit both contractors' and facilities' needs and, at the same time, keeping the local and national companies involved. Blosser stated that one of the facility benefits to the management fee structure is that it gives the facility flexibility with the 6% renewal and replacement capital/marketing/utility fund and also allows the facility to waive percentage to lower cost. Blosser pointed out six major criteria were used to select the current contractor.

J. Cain, Portland Rockies, spoke to his concern of any change of contractor during the middle of his season. Blosser pointed out that it may become necessary to extend current contracts so no loss of continuity is experienced should a new contractor be selected. Blosser noted that issue can be addressed and negotiated within the RFP.

Blosser outlined the potential RFP time-line as follows: next public meeting to consolidate issues/concerns discussed in the December 7 & 19 public meetings as well as formulating a recommendation to present for approval at the MERC Commission meeting on January 11, 1995. From Jan. 11 - April, the RFP process would be completed and a recommendation of the successful contractor would be presented to the MERC Commission at its May 1995 meeting.

There being no further discussion, the meeting was adjourned at 4:45 p.m.

FACTS CONCERNING FOOD & BEVERAGE SERVICES

- \$750,000 minimum capital investment is needed for Civic Stadium, PCPA and Expo Center Food and Beverage operations.
- Extension provisions are available for Fine Host only at OCC and Stadium for 2 two year options and for a year option at Expo Center with G. Boss, Inc. No extension provisions are available at PCPA.
- MERC Legal Counsel has advised the need to bid the PCPA and Expo contracts because they cannot be included in any extension of current agreements.
- The mix of facilities now, as opposed to the variety of facilities in 1989, requires a different set of service levels and needs.
- Combining all facilities makes the Food and Beverage contract more enticing to contractors than piece-meal RFPs if done individually.
- The volume of capital funding needed for three of the four facilities is necessary to improve revenue and service, but MERC does not have the capital dollars within current budget to provide such capital improvements.

A. Grouping of Facilities

1. Civic Stadium / Expo Center
OCC / PCPA
2. OCC / Civic Stadium
Expo Center / PCPA
3. OCC By Itself
Expo Center / PCPA / Civic Stadium

Advantages

1. Potential for larger income to certain MERC facilities.
2. Current contractors have better opportunity to be involved in contract extensions.
3. Some facilities may benefit by grouping of operational needs in one area such as concessions.
4. We know what levels of service are currently being provided - no surprises.

Disadvantages

1. Two separate contracts - Two separate deals.
2. Cannot mix equipment or staff & product.
3. 2 RFP Processes - Less opportunity for larger capital investment.
4. Some facilities are not suited to be "partnered" together.
5. Catering at some facilities is needed and can only be provided from off-site locations. This arrangement may not be conducive.
6. No public process for 6 yrs. This would allow a fresh approach to solving MERC Food & Beverage needs, not just certain facility needs.

B. Contracting All Facilities with One Food and Beverage Provider

Advantages

- A. Potential contract revenue is larger, would indicate more quality response to RFP.
- B. Capital investment levels are higher due to bigger contract & return to vendor.
- C. More managerial control MERC-wide from a marketing system and sharing of staff, equipment and food product.
- D. More buying power with larger contract - lower product costs.
- E. Greater flexibility in running the operation with a reserve account for capital and maintenance funding.
- F. Should be easier and less cumbersome to audit from an accounting standpoint.

Disadvantages

- A. Potentially less income back to MERC.
- B. May prohibit local vendor participation unless partnered with national firm.
- C. Switching from one company to selected vendor may cause some rough spots in the operations for the first six months.

Proposed Form of Compensation is

MANAGEMENT FEE

- A. More managerial control of pricing, operation and marketing**
- B. Investment of capital in the operation and gross sales system would not provide**
- C. Continued reserve account for each year of utilities, marketing, on-going operational and maintenance expenses funded. Also provides for on-going capitalization of operations with new equipment, smallwares, etc.**
- D. Return elements force a quality run type of business with concentration on net profit and possibility of gross sales improvements with this deal.**
- E. Gross sales provides potential for more income but the downside could be lower quality service and higher prices for concessions items.**
- F. Gross sales is not bottom line driven but top line driven - difficult for a catering/marketing operation to be competitive.**

RECOMMENDATION

Staff recommends that the MERC Food and Beverage Committee forward to the MERC Commission a recommendation to solicit a RFP for the Management of all Food and Beverage Services for all MERC Facilities with one contract, at the January 11, 1995 Commission Meeting.

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Dec. 28, 1994

RECEIVED DEC 30 1994

Jeff Blosser
O.C.C.
777 N.E. M.L.K. Blvd.
Portland, OR 97212

Re: RFP for Concessions & Catering

Dear Jeff:

Because I may be unable to attend the meeting scheduled for Jan. 3, I would like the following to serve as my testimony on the above issue.

I know you are familiar with my thoughts on this - my views naturally have some basis in continuing with a format that has been comfortable and familiar. However, I do realize that your criteria is quite different and that your responsibility is to maximize profitability while serving your customers.

From that perspective, I respectfully offer the following observations. It appears from the balance sheet that was distributed at the Dec. 7th meeting that the current contract at the Expo Center returns a higher percentage of revenue proportionate to gross sales to the building when compared to O.C.C. I realize that the percentage is minute (33% vs. 36%), but seems to satisfy the bottom line requirement. Factoring in the need for a new contract holder (or MERC) to purchase new equipment, I wonder if changing the terms of the contract and including them as a unit, is cost effective.

Both Dennis Beaudoin and Glen Boss stated at the Dec. 7th meeting that one contract would probably mean decreased efficiency, since when one building is busy, generally both are due to the seasonal nature of the industry. That statement removes another possible plus in awarding one contract.

I also suspect that the citizens of Portland would react unfavorably to a large, national company assuming such a large contract especially at the expense of a local vendor. All aspects of the Convention Center, from it's initial construction to it's day to day operation have had to be extremely sensitive to the impact on the local economy.

To summarize, it would seem that one contract may not provide the most efficient option, may not provide the best return to the building and and in the process would lock out smaller, local companies.

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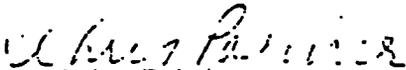
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One of the possible solutions discussed at the meeting supported linking the Stadium & Expo and PCPA & OCC and putting them out as two contracts. That might ensure that the needed improvements to the Stadium and PCPA are paid for out of the pockets of the contractors in return for the two 'plum' contracts. This solution seemed to be agreeable to the two existing contractors, Fine Host & G. Boss.

I am also submitting a couple of letters that I received from tenants at the Expo Center, expressing their desire to continue working with G. Boss, Inc.

I thank you for listening; I appreciate the sense of fairness and tact with which you have dealt with both myself as well as the Expo Center Advosry Committee.

Sincerely,



Christine Palmer
Palmer/Wirfs & Associates, Inc.

P.S. Just to let you know - our experience with Fine Host during the last Antique Show was VERY positive.

December 28, 1994

Mr. Chris Bailey
Expo Center
2060 N. Marine Dr.
Portland, Oregon 97217

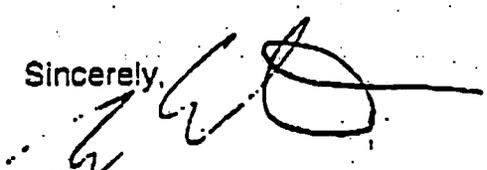
Dear Sir:

My name is Mark Van Alstyne, and our club Dog Fanciers Association of Oregon has been giving Dog Shows for many years at the Expo Center. I have been involved with the food concession and Glen Boss quite often thru the years, with my association with the Dog Club.

I have also worked in the food service business for [32] years. Having owned [2] successful restaurants of my own, and am currently retired. I certainly can attest to Mr. Boss's abilities.

The food and service has always been excellent every time. Glen has worked with our club on a personal basis, both on menu selection and pricing. He is a major asset to our shows and the Expo Center.

Sincerely,



Mark Van Alstyne
15324 N.E. Sandy
Portland, Or. 97230
Phone - 252-0432

Dec. 27, 1994

To Whom It May Concern,

I have recently been advised of a proposed change in policy regarding the concession stand at the Expo Center.

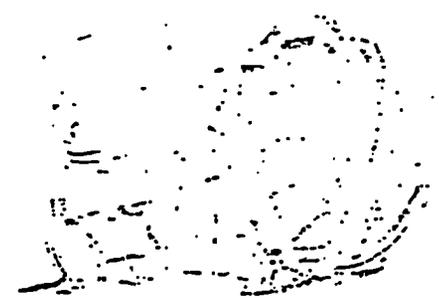
Past experience has been satisfactory with the present arrangement. The prices of food & drinks has been reasonable. I have attended functions at other facilities to be covered under the same proposal where prices are outrageously high for the quality and quantity received. It appears the concessionaire feels they have a captive crowd and intend to get every nickel they can.

I have been able to discuss the menu served at our yearly function with the concessionaire at the Expo Center in order to satisfy our exhibitors. I see no reason to make changes just for the sake of change because someone else is in charge.

Sincerely,
John F. Moore
Show Mgr.
Rip City Cats

Northwest Agricultural Show

4672 DRIFT CREEK ROAD S.E. SUBLIMITY, OREGON 97385
PHONE (503) 769-7120
FAX (503) 769-3549



December 27, 1994

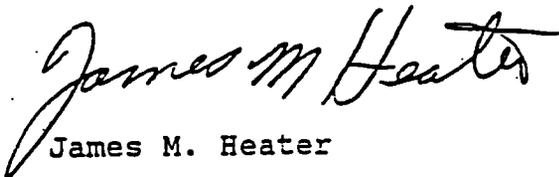
Jeff Blosser
Oregon Convention Center
777 N.E. Martin Luther King Blvd.
Portland, OR 97232

Dear Jeff,

I certainly hope you and your family had a Merry Christmas and that the twelve trees we sent for the Convention Centers use were sufficient for your needs. I was kind of hoping that you might get away for a little bit for a ride down to the farm when the trees were picked up so we could show you our Christmas tree operation, maybe next year.

I understand that there maybe a movement a foot to consolidate all of the concessions in all metro facilities under one company. I would very much like to suggest that if there is any way possible that the operation of Glen Boss at the Expo Center can remain as it is, it should. We would sincerely appreciate your consideration along those lines. Glen has done a lot for the Expo and has been a very good and reliable contractor for that facility for many years. I am a believer in that old philosophy "if it isn't broke, don't fix it." I think most every tenant in that building will tell you that the operation that Glen is running isn't broke and doesn't really need to be fixed. Again, please give this matter serious thought before making a change of this magnitude. If you have an opportunity come out to the Expo on January 30th or February 1 or 2, we would love to show you around our Show. Thank you for your time and look forward to talking with you in the future.

Sincerely,


James M. Heater