MERC Commission Meeting

January 6, 2021 12:30 pm

Zoom Virtual Meeting

Metro respects civil rights

Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes that ban discrimination. If any person believes they have been discriminated against regarding the receipt of benefits or services because of race, color, national origin, sex, age or disability, they have the right to file a complaint with Metro. For information on Metro's civil rights program, or to obtain a discrimination complaint form, visit www.oregonmetro.gov/civilrights or call 503-813-7514. Metro provides services or accommodations upon request to persons with disabilities and people who need an interpreter at public meetings. If you need a sign language interpreter, communication aid or language assistance, call 503-797-1890 or TDD/TTY 503-797-1804 (8 a.m. to 5 p.m. weekdays) 5 business days before the meeting. All Metro meetings are wheelchair accessible. For up-to-date public transportation information, visit TriMet's website at www.trimet.org.

Thông báo về sự Metro không kỳ thị của

Metro tôn trọng dân quyền. Muốn biết thêm thông tin về chương trình dân quyền của Metro, hoặc muốn lấy đơn khiếu nại về sự kỳ thị, xin xem trong www.oregonmetro.gov/civilrights. Nếu quý vị cần thông dịch viên ra dấu bằng tay, trợ giúp về tiếp xúc hay ngôn ngữ, xin gọi số 503-797-1890 (từ 8 giờ sáng đến 5 giờ chiều vào những ngày thường) trước buổi họp 5 ngày làm việc.

Повідомлення Metro про заборону дискримінації

Меtro з повагою ставиться до громадянських прав. Для отримання інформації про програму Metro із захисту громадянських прав або форми скарги про дискримінацію відвідайте сайт www.oregonmetro.gov/civilrights. або Якщо вам потрібен перекладач на зборах, для задоволення вашого запиту зателефонуйте за номером 503-797-1890 з 8.00 до 17.00 у робочі дні за п'ять робочих днів до зборів.

Metro 的不歧視公告

尊重民權。欲瞭解Metro民權計畫的詳情,或獲取歧視投訴表,請瀏覽網站 www.oregonmetro.gov/civilrights。如果您需要口譯方可參加公共會議,請在會 議召開前5個營業日撥打503-797-

1890(工作日上午8點至下午5點),以便我們滿足您的要求。

Ogeysiiska takooris la'aanta ee Metro

Metro waxay ixtiraamtaa xuquuqda madaniga. Si aad u heshid macluumaad ku saabsan barnaamijka xuquuqda madaniga ee Metro, ama aad u heshid warqadda ka cabashada takoorista, booqo <u>www.oregonmetro.gov/civilrights</u>. Haddii aad u baahan tahay turjubaan si aad uga qaybqaadatid kullan dadweyne, wac 503-797-1890 (8 gallinka hore illaa 5 gallinka dambe maalmaha shaqada) shan maalmo shaqo ka hor kullanka si loo tixgaliyo codsashadaada.

Metro의 차별 금지 관련 통지서

Metro의 시민권 프로그램에 대한 정보 또는 차별 항의서 양식을 얻으려면, 또는 차별에 대한 불만을 신고 할 수<u>www.oregonmetro.gov/civilrights.</u> 당신의 언어 지원이 필요한 경우, 회의에 앞서 5 영업일 (오후 5시 주중에 오전 8시) 503-797-1890를 호출합니다.

Metroの差別禁止通知

Metroでは公民権を尊重しています。Metroの公民権プログラムに関する情報について、または差別苦情フォームを入手するには、www.oregonmetro.gov/civilrights。までお電話ください公開会議で言語通訳を必要とされる方は、Metroがご要請に対応できるよう、公開会議の5営業日前までに503-797-1890(平日午前8時~午後5時)までお電話ください。

ារម Metro

ការគោរពសិទិធលរង្**យ**ស់ ។ សំរាប់ព័ត៌មានអំពីកម**ិ**ធីសិទិធលរង្**យ**ស់ Metro ឬដេ**ម៊ីទេ**ទូលពាក្យបណ្ឌើរើសអេធីសូមចូលទស្សនាគេហទំព័រ

www.oregonmetro.gov/civilrights9

បេរើលាកអ**ន**រតូវការអ**ន**បកប្រែភាសានៅពេលអងគ

របង់សាធារណៈ សូមទូរស័ពមកលេខ 503-797-1890 (ម៉ោង 8 រពឹកដល់ម៉ោង 5 ល្ងាច ៤ងរកវិរ) ប្រាំពីរថែង

ថៃ**សភ**ិល្ខ មុនថៃ**ស**ជុំដេមីហោចឲ្យគេសម្រុលកាមសំណេរបីសំលោកអនក

Metro إشعاربعدالهتمييز من

تحترم Metroالحقوقالم دنية لمل مزيد من المع لومات حول برنامج Metroلم لوقالم دنية أو لإيداع شكوى ضلاحهم ويوني أو لإيداع شكوى ضلاحه يوني ويادة المموقع الإلكتروني www.oregonmetro.gov/civilrights. إلى مساع دقف ياللغة، يجبع ليك الاتصال مقدم أبرق المدات 1890-977-50، من الساعة 8 صباحاً حتى الساعة 5 مهاءاً أو من الحائمة . أن الساعة 8 مباحاً على الساعة 5 مهاءاً أو المناطقة 5 مهاءاً الساعة 5 مهاءاً المناطقة 18 مهاءاً على المناطقة 18 مهاءاً على المناطقة 18 مهاءاً على المناطقة 18 مهاءاً على الساعة 5 مهاءاً المناطقة 18 مهاءاً على المنا

Paunawa ng Metro sa kawalan ng diskriminasyon

Iginagalang ng Metro ang mga karapatang sibil. Para sa impormasyon tungkol sa programa ng Metro sa mga karapatang sibil, o upang makakuha ng porma ng reklamo sa diskriminasyon, bisitahin ang www.oregonmetro.gov/civilrights. Kung kailangan ninyo ng interpreter ng wika sa isang pampublikong pulong, tumawag sa 503-797-1890 (8 a.m. hanggang 5 p.m. Lunes hanggang Biyernes) lima araw ng trabaho bago ang pulong upang mapagbigyan ang inyong kahilingan.Notificación de no discriminación de Metro.

Notificación de no discriminación de Metro

Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a www.oregonmetro.gov/civilrights. Si necesita asistencia con el idioma, llame al 503-797-1890 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

Уведомление о недопущении дискриминации от Metro

Metro уважает гражданские права. Узнать о программе Metro по соблюдению гражданских прав и получить форму жалобы о дискриминации можно на вебсайте www.oregonmetro.gov/civilrights. Если вам нужен переводчик на общественном собрании, оставьте свой запрос, позвонив по номеру 503-797-1890 в рабочие дни с 8:00 до 17:00 и за пять рабочих дней до даты собрания.

Avizul Metro privind nediscriminarea

Metro respectă drepturile civile. Pentru informații cu privire la programul Metro pentru drepturi civile sau pentru a obține un formular de reclamație împotriva discriminării, vizitați www.oregonmetro.gov/civilrights.. Dacă aveți nevoie de un interpret de limbă la o ședință publică, sunați la 503-797-1890 (între orele 8 și 5, în timpul zilelor lucrătoare) cu cinci zile lucrătoare înainte de ședință, pentru a putea să vă răspunde în mod favorabil la cerere.

Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

Metro tributes cai. Rau cov lus qhia txog Metro txoj cai kev pab, los yog kom sau ib daim ntawv tsis txaus siab, mus saib www.oregonmetro.gov/civilrights. Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1890 (8 teev sawv ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntawm lub rooj sib tham.





Metropolitan Exposition Recreation Commission

Call to Order and Roll Call







Karis Stoudamire-Phillips Chair

John Erickson Vice chair

Deidra Krys-Rusoff Secretary-treasurer

Damien Hall

Ray Leary

Dañel Malán

Deanna Palm

Meeting Agenda

January 6, 2021 12:30 to 2:30 p.m.

12:30 p.m.

Zoom | Webinar ID: 899 5156 1451

12:30 p.m.	Call to Order and Roll Call
12:35	Citizen Communication
12:40	Commission / Council Liaison Communications
12:45	General Manager Communications Scott Cruickshank
12:50	Financial Update Rachael Lembo
12:55	Venue Business Reports Matthew P. Rotchford, Craig Stroud, Robyn Williams
1:05	 Consent Agenda Record of MERC Actions, December 2, 2020
1:10	 Resolution 21-01 – For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1. Elizabeth Arnott and Melissa Edwards, Metro
1:25	Travel Portland 1st Quarter Report Jeff Miller and James Jesse, Travel Portland
1:50	Expo Development Opportunity Study Update Hillary Wilton, Metro

MERC Commission Meeting

January 6, 2021 12:30 pm

Financial Report

Metropolitan Exposition Recreation Commission

Memorandum

Date: January 6, 2021

To: Commissioner Karis Stoudamire-Phillips, Chair

Commissioner John Erickson, Vice Chair

Commissioner Deidra Krys-Rusoff, Secretary-Treasurer

Commissioner Damien Hall Commissioner Ray Leary Commissioner Dañel Malán Commissioner Deanna Palm Councilor Christine Lewis

From: Rachael Lembo – MERC Finance Manager

Subject: November 2020 Financial Update

While the spread of COVID-19 has led to additional restrictions in our State, our venues continue to consider alternate and modified event operations and plan for the future. Positive vaccine news has prompted cautious optimism as we look forward to what may be possible in 2021.

Our teams at each venue are managing future business, maintaining our buildings, and planning for reopening to large gatherings. While we can't be certain when it will be safe to allow those gatherings to return, we're closely managing our reserve balance to continue our current operations until that time. The charts below reflect operating reserve projections through the end of the fiscal year, by quarter. These balances include revenues from alternate and modified event operations, increased support from Metro and an additional \$1.6 million from the City of Portland to support Portland'5.

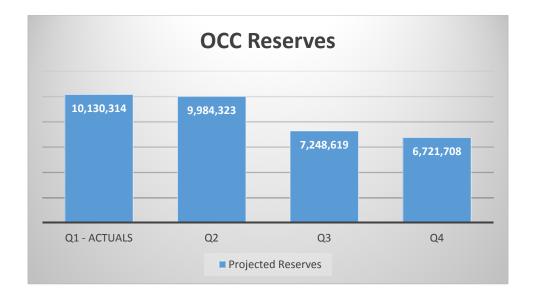
Another important piece in the venues' financial picture is the recovery of the hotel and tourism industry. The charts below show Portland hotel revenue and occupancy change year-over-year in the City of Portland+ (includes central city, airport, jantzen beach and eastside).



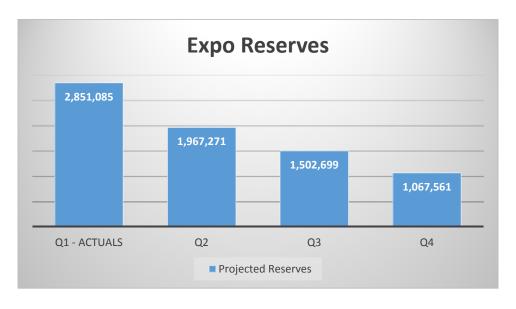




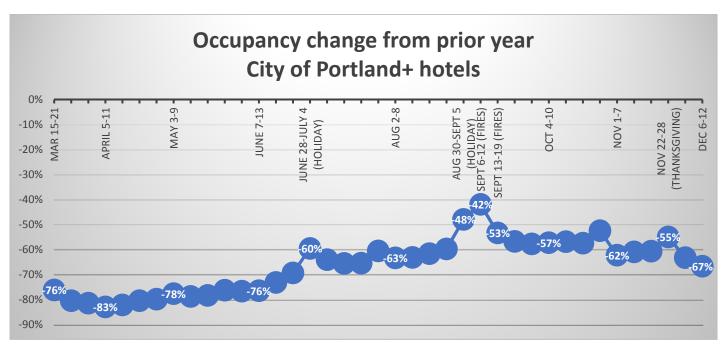












Metropolitan Exposition-Recreation Commission

Oregon Convention Center

November 2020	Annual		Yea	r-End Projection			
	Budget	Q1 - Actuals	Q2	Q3	Q4	Full Year	Variance
Operations							
Charges for Services	5,498,000	426,313	455,414	34,917	-	916,644	(4,581,356)
Local Government Shared Revenues	3,338,000	-	1,199,596	370,110	2,085,320	3,655,026	317,026
Grants	735,000	(177,957)	913,957	-	-	736,000	1,000
Interest Earnings	162,322	50,569	56,786	40,000	30,000	177,355	15,033
Miscellaneous Revenue	-	2,872	3,850	-	-	6,722	6,722
Transfers-R	3,296,669	294,843	624,781	1,188,522	1,188,522	3,296,669	-
Total Revenues	13,029,991	596,640	3,254,384	1,633,549	3,303,842	8,788,416	(4,241,575)
Personnel Services	4,340,153	1,062,045	1,052,831	1,298,850	1,215,850	4,629,576	289,423
Materials and Services	10,998,500	717,330	1,247,784	2,023,500	1,568,000	5,556,614	(5,441,886)
Transfers-E	4,377,113	1,138,681	1,144,625	1,046,904	1,046,904	4,377,113	-
Total Expenditures	19,715,766	2,918,056	3,445,240	4,369,254	3,830,754	14,563,303	(5,152,463)
Net Operations	(6,685,775)	(2,321,416)	(190,855)	(2,735,704)	(526,911)	(5,774,887)	910,888
Capital							
Total Revenues	-	19,227	(19,227)	-	-	-	-
Total Expenditures	-	64,824	(64,092)	-	-	732	732
Net Capital	-	(45,597)	44,865	-	-	(732)	(732)
Change in Fund Balance	(6,685,775)	(2,367,013)	(145,990)	(2,735,704)	(526,911)	(5,775,619)	910,156
Ending Fund Balance	5,811,552	10,130,314	9,984,323	7,248,619	6,721,708	6,721,708	

Metropolitan Exposition-Recreation Commission

Portland'5 Centers for the Arts

November 2020	Annual		Yea	r-End Projection			
	Budget	Q1 - Actuals	Q2	Q3	Q4	Full Year	Variance
Operations							
Charges for Services	2,852,779	(61,726)	(148,865)	10,545	55,545	(144,501)	(2,997,280)
Local Government Shared Revenues	402,000	-	104,154	32,500	292,000	428,654	26,654
Contributions from Governments	2,581,313	-	1,600,000	2,581,313	-	4,181,313	1,600,000
Grants	735,000	(167,732)	902,732	-	-	735,000	(0)
Interest Earnings	78,623	34,445	20,207	10,000	10,000	74,652	(3,971)
Miscellaneous Revenue	40,756	43,410	(4,942)	-	-	38,468	(2,288)
Transfers-R	1,636,310	143,346	295,193	598,886	598,886	1,636,310	-
Total Revenues	8,326,781	(8,257)	2,768,477	3,233,244	956,431	6,949,895	(1,376,886)
Personnel Services	2,349,913	598,321	567,128	602,764	568,764	2,336,977	(12,936)
Materials and Services	4,989,000	(127,289)	1,166,208	374,445	435,445	1,848,809	(3,140,191)
Transfers-E	1,981,820	555,759	470,421	477,825	477,825	1,981,830	10
Total Expenditures	9,320,733	1,026,792	2,203,756	1,455,034	1,482,034	6,167,616	(3,153,117)
Net Operations	(993,952)	(1,035,048)	564,721	1,778,210	(525,603)	782,279	1,776,231
Capital							4-1
Total Revenues	4,390,353	2,003,837	2,378,837	3,837	3,837	4,390,348	(5)
Total Expenditures	8,566,127	2,496,447	3,948,477	2,051,383	49,383	8,545,689	(20,438)
Net Capital	(4,175,774)	(492,610)	(1,569,640)	(2,047,546)	(45,546)	(4,155,341)	20,433
Change in Fund Balance	(5,169,726)	(1,527,658)	(1,004,919)	(269,336)	(571,149)	(3,373,062)	1,796,664
Total Ending Fund Balance	804,549	4,447,305	3,442,386	3,173,050	2,601,901	2,601,901	

Metropolitan Exposition-Recreation Commission

Portland Expo Center

November 2020	Annual		Yea	r-End Projection			
	Budget	Q1 - Actuals	Q2	Q3	Q4	Full Year	Variance
Operations							
Charges for Services	1,878,572	367,187	610,353	10,000	15,000	1,002,541	(876,031)
Local Government Shared Revenues	115,000	-	-	-	115,000	115,000	-
Grants	145,000	(53,418)	198,417	-	-	145,000	(0)
Interest Earnings	28,500	12,467	14,109	5,833	4,167	36,576	8,076
Miscellaneous Revenue	-	79	10,001	-	-	10,081	10,081
Transfers-R	483,068	56,361	96,130	165,288	165,288	483,068	-
Total Revenues	2,650,140	382,677	929,011	181,122	299,455	1,792,265	(857,875)
Personnel Services	517,357	123,358	156,933	168,000	162,000	610,291	92,934
Materials and Services	2,840,000	307,109	542,116	282,900	317,900	1,450,025	(1,389,975)
Transfers-E	1,795,653	187,872	1,158,294	194,793	254,693	1,795,653	-
Total Expenditures	5,153,010	618,339	1,857,342	645,693	734,593	3,855,969	(1,297,041)
Net Operations	(2,502,870)	(235,662)	(928,331)	(464,572)	(435,138)	(2,063,704)	439,166
Capital							
Total Revenues	-	2,076	37,924	-	-	40,000	40,000
Total Expenditures	11,000	19,814	(6,594)	-	-	13,220	2,220
Net Capital	(11,000)	(17,738)	44,518	-	-	26,780	37,780
Change in Fund Balance	(2,513,870)	(253,400)	(883,813)	(464,572)	(435,138)	(2,036,924)	476,946
Ending Fund Balance	590,615	2,851,085	1,967,271	1,502,699	1,067,561	1,067,561	

Metropolitan Exposition-Recreation Commission

MERC Administration

November 2020	Annual						
	Budget	Q1 - Actuals	Q2	Q3	Q4	Full Year	Variance
Operations							
Interest Earnings	18,000	10,979	13,851	12,501	12,501	49,832	31,832
Transfers-R	304,238	244,855	37,278	11,053	11,053	304,238	-
Total Revenues	322,238	255,833	51,129	23,554	23,554	354,070	31,832
Personnel Services	512,253	120,602	121,934	148,400	143,400	534,336	22,083
Materials and Services	359,083	20,745	110,374	114,066	114,066	359,252	169
Transfers-E	147,362	36,840	36,840	36,841	36,841	147,362	-
Total Expenditures	1,018,698	178,188	269,149	299,307	294,307	1,040,950	22,252
Net Operations	(696,460)	77,645	(218,020)	(275,753)	(270,753)	(686,880)	9,580
Change in Fund Balance	(696,460)	77,645	(218,020)	(275,753)	(270,753)	(686,880)	9,580
Ending Fund Balance	2,150,397	2,924,499	2,706,480	2,430,727	2,159,974	2,159,974	<u> </u>

MERC Commission Meeting

January 6, 2021 12:30 pm

Venue Business Reports



MERC Monthly Business Report - OCC Report January 2021

OHSU Drive-Thru COVID-19 Testing

Oregon Health & Science University (OHSU) continues to operate a site for drive-thru COVID-19 testing in the P1 parking garage. In the first two weeks of December, they have been averaging 335 tests administered per day.

Multnomah County-Severe Weather Shelter

OCC has partnered with Multnomah County and the city of Portland to serve as a primary severe weather shelter from December 14 to March 31, 2021. Transition Projects, a local non-profit that has provided life-saving and life-changing services for people experiencing homelessness in Portland for more than 50 years, will be the shelter operator. Officials are certain that OCC will be called upon and based on past winter weather, the shelter will likely operate between five and 15 nights.

GBAC Star-Accredited

OCC received exciting news that OCC has been approved for the GBAC STAR accreditation after a lengthy and detailed application process. The application required OCC to demonstrate compliance with the program's 20 core elements, ranging from standard operating procedures and risk assessment strategies to personal protective equipment and emergency preparedness and response measures. GBAC STAR™ helps organizations establish protocols and procedures, offers expert-led training and assesses a facility's readiness for biorisk situations. The program verifies that OCC implements best practices to prepare for, respond to and recover from outbreaks and pandemics. We appreciate the collaboration with Antonia Heffelfinger, Paul Scherzinger and Ed Williams at Portland'5 by meeting with our team to kick off this project. Having received their accreditation ahead of us, they provided insight into the process that helped in our efforts. A special thank you to Robert Brown, Will Carr, Craig Cotugno, Nathan Dickie, Amanda Lopez, Tim Pirnie and Matt Uchtman, for their dedication to this process. GBAC approved OCC's application submission with no revisions. Quite an impressive achievement!

PORTLAND'5

CENTERS FOR THE ARTS











MERC Business Report Portland'5 Centers for the Arts January 2021



The organ loft drapes on the sides are in! The Schnitz is really looking stunning. Next up is the decorative backdrop that will help dress the stage when an orchestra is in place. As an acoustic shell is no longer needed this backdrop won't have any acoustic properties. It will just serve as a visual element.



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"Whenever something goes wrong, the first question we must ask ourselves is: Can this problem be fixed with duct tape?"

P5 staff have started working on the FY22 budget-a much different approach than has been taken in the past. We hope all the unknowns now will become clearer as we move into the spring and can see the results of a vaccine. In the meantime, staff is working on an analysis of rates and fees and cost recovery that will be presented to the MERC budget committee as part of our budget strategy. We will also be

PORTLAND'5

CENTERS FOR THE ARTS











looking at what technology might be used to create efficiencies between departments and reduce labor costs so we can make sure that we are maximizing onsite staff to the fullest.



Due to costs P5 opted for an E-card for the holidays. This was designed by Marketing Coordinator Matt Carbone. A holiday greeting accompanied the card that was sent to our patron email list to let them know we're still around and preparing for their return. We encouraged people to let us know how they were doing and what was on their minds. Here are a few comments that really touched us:

Hello! Seeing this in my email was so encouraging to hold on to the hope! Your venues are my favorites and I'm so happy to hear that you all still have plans for the future and that you are also the "template" for re-opening for all performing arts centers in the country! WOW! That is HUGE!!! Congratulations!!!

I can't wait to be back in the Arlene Schnitz again!!
Stay healthy and well and keep up your amazing work!!!
Just another fan,
Sarah Aiello

Hi Robyn, I stay at home all the time because of being immunocompromised and watch a little too much TV. I am safe and healthy as is my husband. The thing I miss the most is not being able to go to any Performing Arts productions and I look forward to the day covid goes away so we can return to the arts. I really appreciate hearing from you and look forward to venues opening back up. Merry Christmas! Debbie Miller

PORTLAND'5

CENTERS FOR THE ARTS







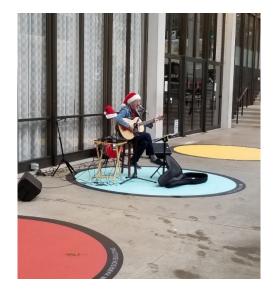






We continue to offer free student show streaming thanks to the Portland'5 Foundation. Hip Hop Nutcracker registered 256 teachers from Title I schools and we estimate approximately 11,000 students saw the performance. The public show in which P5 was a no-risk partner generated \$2257 in revenue. We are in the planning stages of a virtual National Geographic streaming series that will include a Feb 9th student show offering on Feb. 9th of "Scientific Exploration".

Jim Brickman streamed on Dec. 19th but ticket information is not available to us yet. Warren Miller's ski film sold 100 tickets-which sounds quite low until we found out that many of our counter parts around the country are generally selling only 40-50 tickets to a streamed show and consider 80 or more sold tickets a real success. We are also promoting streamed events from our residents companies. Currently, Portland Opera, Portland Gay Men's Choir, Metropolitan Youth Symphony and Portland Youth Philharmonic are offering free or pay what you can holiday shows. Check our website for details: www.portland5.com.



PORTLAND'5 CENTERS FOR THE ARTS











Performances as part of Pioneer Square's Polka Dot Project took place at the Keller. Unfortunately the shows are not well advertised in order to prevent unsafe gatherings, but for this musician, several P5 staff popped by for support.



Winterland PDX characters were placed in the windows of the Keller. Characters painted by youth of color have been placed in store windows downtown to encourage people to go store to store to see them. Keller is the last stop on the tour and features artist and project creator Mike Bennett's characters and information on how to tag yourself in social media, etc.

Me: I'm going to be so productive today

Also me:



The P5 staff HAVE been productive these days! In addition to the on-going work around re-opening plans and streaming risk assessments that are being done for some of our arts groups and all the day to day ongoing booking of spaces and maintenance of the venues, the following took place:

PORTLAND'5 CENTERS FOR THE ARTS











The Director of Operations and Security Director attended a Department of Homeland Security Risk Assessment Training.

Booking staff researched "sync rights" to make sure we have the right language in our contracts as to whose responsibility it is to pay music rights on streaming content. This is really important because of all the streaming we're doing these days.

Operations manager and leads made a presentation to the entire P5 staff on the GBAC Star accreditation and all of the steps involved in getting this project completed, what it takes to maintain it and how updates will continue to be made to keep the program current. Some of the points of interest included how towels will be color coded (green: mirrors, blue: sinks, etc.) to avoid germ cross contamination, how vacuums have been fitted with HIPPA filters and how UV tools are used to verify that a space has been properly cleaned.

The Schnitz marquee is progressing slowly and should be completed in Feb or Mar. The Keller chiller project is complete except for some final tweaking that has to wait until the summer months.



AND...still frozen....

Happy New Year from the P5 Staff!!



MERC Commission Written Report for January 6, 2021 Meeting Portland Expo Center – Matthew P. Rotchford, Executive Director

Events / Sales Awareness

- The Expo team is pleased to announce that through the continued efforts of our staff, venue teams, clients and other Metro support staff, tradeshows were called out specifically in the Governor's most recent guidance for indoor and outdoor retail. This also named specific groups like RV Shows and others. This is a positive step for our reopening and recovery efforts.
- January will welcome a commercial film shoot for Daimler Chrysler, as well as the potential for practices held by the Columbia Empire Volleyball Association (CEVA). For the latter, we await changes in guidance for gyms.
- Reopening planning is beginning in full force for events moving forward with events in March-April. These events are still working on their detailed safety plans, but include – The Portland Metro RV Dealers Association, a combined Sportsmen / Boat Show, and the Portland Auto Swap Meet. All teams are working towards successful reopening(s) with modifications to keep the public and staff safe.

Building / Department Awareness

- Electrical partner, Edlen Electrical completed a full safety inspection of the floor boxes for Hall D and E as well as a repair to the transformer behind Hall E. The safety review, cleanings and repairs put us in great shape for successful reopening and electrical layouts. Engineer Thomas Nast has done a great job laying out a repair plan with Edlen supplying parts at cost.
- Due to increased heavy truck traffic and repairs needed for traffic mitigation and road patches (pot holes). The private road (Expo Road) south of Hall E will be closed from Jan. 1 – Feb. 1, 2021. This will allow for repairs and reduce wear and tear. All agencies affected have been notified.

Capital Project Updates

• Budget review of our immediate capital needs were discussed with the finance team. Operations Manager, Chuck Dills is working with Multnomah County and other providers to initiate repairs over the next two months.

Staff / Partners

- Staff completed a Pronoun Training through DEI this December with Zachariah Sloane, from Metro.
- Due to COVID-19, Expo's scheduling policies were temporarily modified through June 30, 2020 to maximize the potential for bookings within tighter time frames, reducing spacing timelines by 50% to increase business.



MERC Commission Meeting

January 6, 2021 12:30 pm

Consent Agenda

Metropolitan Exposition Recreation Commission Record of MERC Commission Actions

December 2, 2020 Virtual Zoom Meeting

Present:	Karis Stoudamire-Phillips, John Erickson, Deidra Krys-Rusoff, Damien Hall, Ray Leary, Dañel Malán
Absent:	Deanna Palm
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order Chair
	Stoudamire-Phillips at 12:36 p.m.
1.0	Quorum Confirmed
	A quorum of Commissioners was present.
2.0	Opportunity for Public Comment on Agenda and Non-Agenda items
	• None
3.0	Commission and Council Communications
	 Commissioner Hall shared that he attended a productive Metro Audit committee meeting and looks
	forward to the audit presentation at the February MERC meeting.
	 Councilor Lewis shared Council is having discussions around the solid waste system including rate
	setting. Their regional investment strategy work continues around the parks bond and supportive
	housing services. The Council office has decided to pool resources normally dedicated to purchasing
	tickets to community events and offer small grants through a competitive process for committee
	groups offering assistance with food, housing and other essential services. The first round of grants will
	be announced later this week.
4.0	GM Communications
	Scott Cruickshank provided the following updates:
	 Congratulated Craig Stroud on the recent announcement of his appointment to the Sport Oregon
	board.
	 Venues team joined Metro's attorney's office and government affairs team to discuss new COVID
	gathering guidelines as they pertain to our venues.
	 Thanked Commissioner Malan for hosting this year's Viva Milagro event.
	 Invited Heather Back to provide an update on the Crisis/Reputation Management Communications
	project work
5.0	Financial Report
	Rachael Lembo presented a financial update.
6.0	Venue Business Reports
	Matthew P. Rotchford, Craig Stroud and Robyn Williams reported on business at the venues during the past
	month.
7.0	Consent Agenda
	 Record of MERC Actions, October 7, 2020
	A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Malan to approve the
	Consent Agenda.
	VOTING: AYE: 6 (Stoudamire-Phillips, Erickson, Krys-Rusoff, Hall, Leary and Malán)
	NAY: 0
	MOTION PASSED
	As there was no further business to come before the Commission, the meeting was adjourned at 1:03.
	p.m.

Minutes submitted by Amy Nelse	on.	
M	etropolitan Exposition Recreation Commission Record of Actions December 2, 2020	

MERC Commission Meeting

January 6, 2021 12:30 pm

Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 21-01

For the purpose of ratifying the collective bargaining agreement with the Custodial and Utility Employees of the International Union of Operating Engineers, Local 701-1.

WHEREAS, the Metropolitan Exposition Recreation Commission's (MERC) designated representatives for labor relations and IUOE have negotiated in good faith; and

WHEREAS, the parties have reached an agreement for a three year collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on December 11, 2020; and

WHEREAS, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

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

- 1) Approves the collective bargaining agreement attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on January 6, 2021.

Chair

Approved as to Form:
Carrie MacLaren, Metro Attorney

Secretary/Treasurer

By:

Nathan A. S. Sykes, Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of ratifying a collective bargaining agreement with the International Union of Operating Engineers, Local 701-1.

Resolution No.: 21-01 Presented by: Melissa Edwards, Labor and Employee Relations Manager

Date: January 6, 2021

Background and Analysis:

The MERC – IOUE 701-1 collective bargaining agreement represents a contract of the terms and conditions of employment for 2 full time Utility Leads, 1 full time Utility Maintenance Technician and approximately 36 part time Event Custodians. These employees work at Portland'5 Centers for the Performing Arts (Portland'5) and support the Portland'5 venues by maintaining clean and safe environments, ensuring a positive experience for patrons and clients. The current collective bargaining agreement between MERC and IOUE 701-1 expired on December 31, 2020.

Management entered into a discussion with the Union on September 24, 2020 to renew the contract. Negotiations continued in an efficient and productive manner and tentative agreement was reached on November 11, 2020. IUOE 701-1 membership ratified this agreement on December 11, 2020.

This staff report and resolution are respectfully submitted to ratify the contract between IUOE 701-1 and MERC/Metro for the period January 1, 2021 through December 31, 2023. This three-year agreement contains the following key economic elements:

Wages

Annual Adjustments: Wage bargaining postponed until May 2021 for FY 2021 and December 1, 2021 for FY 2022 and 2023. Signing bonus was approved for current 3 working members of \$350 each, upon ratification of the contract.

Renewal

Terms of Agreement will automatically renew if neither party gives notice to renegotiate.

Short range fiscal impact: There is sufficient budget allocation in the FY 2020-2021 Budget to accommodate the proposed contract changes.

Long range fiscal impact: The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

Recommendation: Recommend approval of Resolution No. 21-01 which states the MERC Commission approves ratification of the contract.

COLLECTIVE BARGAINING AGREEMENT

METROPOLITAN EXPOSITION-RECREATION COMMISSION

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701-1

Effective January 1, 2021 - December 31, 2023

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Preamble

This agreement is entered into by the Metropolitan Exposition-Recreation Commission, hereafter referred to as the "Employer," METRO, and the International Union of Operating Engineers, Local Union No. 701-1, AFL-CIO, hereafter referred to as the "Union," for the purpose of governing the wages and related fringe benefits, hours of work, and conditions of employment for employees covered by this Agreement for the term specified herein.

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

Except as otherwise provided by law, regulation, or grant provisions, the parties agree as follows:

Article 1: Recognition

Employees covered by this Agreement shall be Event Custodians who are part-time or full-time and the Utility Maintenance Technicians and Utility Leads who are full-time. Employees covered in this Agreement work at the Portland Center for the Performing Arts which include the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Antoinette Hatfield Hall.

Article 2: Definitions

<u>Probation</u>: Newly hired full-time employees shall be considered probationary employees for six (6) months from the first day worked. The probationary period for part-time employees shall be a minimum of 400 hours. An employee's probationary period shall be extended by the number of days an employee is on leave. Probation is considered as an extension of the hiring process. Probationary employees work at the will of the employer and may not invoke the grievance procedure in this agreement for matters of discipline up to and including termination.

Provided there is no pending disciplinary action, Union employees promoted to non-Union positions may voluntarily return to their Union position in the previously held classification at the same step in their range at any time during the promotional probation period. If an employee has not completed probation in their previously held position, they must do so. Such voluntary return shall not reflect discredit on the employee.

<u>Full-Time</u>: A position which is designated as a 1.00 full-time employee in the adopted MERC Commission budget and which typically consists of forty hours per week. However, nothing in this Agreement shall be construed as a guarantee of hours worked per week or per day for full-time employees.

Full-time employees approved by the MERC Commission are entitled to pay, insurance, vacation, sick leave, other leaves, holidays and retirement as described in this Agreement.

<u>Part-Time</u>: Part-time employees are not entitled to vacation pay, health and welfare, personal holidays, or other benefits offered by Metro such as life insurance, unless otherwise explicitly stated.

<u>Subcontracting</u>: The parties' mutual goal is to have as much work performed by staff as possible and to minimize the use of contracted temporary employees. The employer further agrees that all employees should be given the maximum opportunity to work available hours as long as the Union recognizes that the Employer runs an event-driven business and the Union will not construe it otherwise and that nothing in this Agreement will limit the Employer's right to discontinue any portion of its operations or to make and implement any other decision relating to its operations. The Employer

will provide the Union with not less than ninety (90) calendar days' advance notice of such contemplated change and provide the Union with an opportunity to discuss such proposed change and the effect such change will have on unit employees during the ninety (90) calendar day advance notice period.

Article 3 Union Security

Section 1.

Membership or non-membership in the Union shall be a guaranteed individual choice of employees within the bargaining unit provided, however, that any employee who chooses to belong to the Union shall be entitled to subsequently withdraw from membership of the Union by the giving of written notice to the Union and the Employer.

Section 2.

The Employer agrees to fair-share in accordance with and pursuant to the terms of the Oregon Revised Statutes 243.650 (10) and (16) with the understanding that the fair-share for non-union employees shall be equivalent to the dues of the Union membership in the International Union of Operating Engineers, Local No. 701, AFL-CIO, subject to any reductions required under applicable state or federal law.

Section 3.

The right of non-association of employees based on bona fide religious tenets or teaching of a church or religious body of which an employee is a member is hereby guaranteed. Such employee shall pay the fair-share amount described herein above to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish proof to the Union that this has been done.

Section 4.

The effective date of withholding Union membership dues or fair-share shall be the first of the month following thirty (30) calendar days of employment.

Section 5.

Upon receipt of a signed authorization from the employee, the Employer agrees to deduct from the paycheck of each employee authorized by the Union, the regular monthly dues uniformly required of members of the Union or the amount of fair-share determined by application of Article 3, Section 2 of this Agreement from all non-union members of the bargaining unit for which the Union is the exclusive bargaining agent. The aggregate amount deducted, together with an itemized statement, shall be transmitted monthly to the Union offices on behalf of all employees involved. The performance of this service is at no cost to the Union. The Employer will not be held liable for any errors or delays, but will make any proper corrections as soon as possible.

Section 6.

The Union agrees that it will indemnify, defend and hold the Employer harmless from all suits, actions, proceedings, and claims against the Employer, or person acting on behalf of the Employer, whether for damages, compensation, reinstatement, or a combination hereof arising out of the Employer's implementation of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair-share) must be made to employees affected, the Union shall be solely responsible for such reimbursement.

Article 4: Union Representatives

Section 1.

Within thirty (30) calendar days from the signing of this Agreement, the Union shall appoint and notify the Operations Manager in writing of the names of designated Stewards. The list will be updated as changes occur.

Upon prior notice to his/her immediate supervisor, a Steward shall be granted reasonable time during the Steward's work shift without loss of pay or benefits to process and investigate grievances and attend investigatory interviews when requested by the employee. If the permitted activity would interfere with either the Steward's or employee's duties, the direct supervisor shall, within 72 hours, arrange a mutually agreeable time for the requested activity.

- a) No Steward will be eligible for overtime pay, other premium pay or travel reimbursement as a result of carrying out Steward duties.
- b) A Steward who comes to the worksite during their off duty hours to carry out Steward duties shall not be paid for such time.
- c) Internal union business shall be conducted by Stewards and employees during their non-duty time.
- d) One (1) Steward on Employer time can process and investigate any one (1) grievance at any given time.
- e) All matters relating to contract negotiations will be performed on the employee's own time.

Section 2.

All officers of the International Union and the Business Representatives of the Union shall have access at any time to any part of the facilities in which said event custodians are employed, provided they do not interfere or cause employees to neglect their work and have provided prior notification to management.

Section 3.

The Employer shall furnish union bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees.

Article 5: Management Rights

The employer shall have and retain the sole responsibility for the management and operation of all MERC functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following:

- a) Determining MERC's mission, policies, and all standards of service offered to the public and other local governments;
- b) Planning, directing, controlling and determining the operations or services to be conducted by employees of MERC;
- c) Determining the methods, means, number of personnel needed to carry out any department's mission;

- d) Directing the work force and issuing or changing work orders and rules.
- e) Hiring and assigning or transferring employees within or between departments;
- f) Promoting, suspending, disciplining or discharging, consistent with this Agreement;
- g) Laying off or relieving employees due to lack of work or funds or for other legitimate reasons;
- h) Making, changing, publishing and enforcing work practices, rules or personnel policies and regulations covering permissive subjects of bargaining including issuing rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.
- i) Introducing new or improved methods, equipment or facilities.
- j) Completing performance evaluations of employees as required; and
- k) Classifying, reclassifying or merging positions as required.

These rights are diminished only by the law and this Agreement.

Article 6: Hiring

The Employer shall be the sole judge in decisions concerning the employment of personnel. The Employer agrees to continue their policies on non-discrimination and to provide equal employment opportunities without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, marital or familial status, political affiliation, or union activity, except where a bona fide occupational qualification exists.

Article 7: Discrimination and Harassment

Any complaint alleging unlawful discrimination/harassment which is brought to the Union for processing will be submitted directly to the Metro Human Resources Department.

All members of the bargaining unit shall be treated equally without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, marital or familial status, political affiliation veteran's status or any other class protected by law, and in full accordance with Metro's anti-bullying policy.

Article 8: Hours of Work & Overtime

Section 1.

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. A day is the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight. Eight (8) hours per day shall constitute the normal work day. The workweek shall include two (2) consecutive days off.

All employees shall be compensated at the rate of time and one-half for all authorized work performed in excess of eight (8) hours in any workday, or forty (40) hours in any workweek. For full-time employees working a four day workweek, overtime will be provided for all authorized work performed in excess of ten (10) hours in any workday or forty (40) hours in any workweek. Overtime compensation shall be in the form of overtime pay at the rate of one and one-half hours for each overtime hour worked. If an employee is authorized to work six (6) or more consecutive days, crossing into the following regular workweek, overtime pay will be given for all time worked over

forty (40) hours until a day off is provided. At no time shall an employee's wages exceed time and one half (1.5x) as a result of these provisions.

Section 2.

If an employee cannot report to work as scheduled, the employee must call the designated supervisor or message telephone number if the supervisor is unavailable, a minimum of ninety (90) minutes before their scheduled shift starts.

Section 3.

Any employee required to return to work with less than nine (9) hours from the end of their last shift shall be paid at a rate of time and one-half (1.5x) for the first hours worked of their incoming shift until nine (9) hours have elapsed since the end of their last shift. This section shall not apply if an employee volunteers to come in with less than nine (9) hours between shifts.

Example: If an employee's shift ends at 11:00 p.m., and they are required to return to work at 7:00 a.m. the following morning, that employee will earn time and one-half for the first hour of that shift.

Article 9: Shifts

Shift work shall be permitted in all classifications, without restrictions, on the following basis. The day shift for pay purposes shall be defined as any shift which begins between 5:30 a.m. and 12:00 p.m., including a paid one-half (1/2) hour lunch period.

The second or swing shift for pay purposes shall be defined as any shift which begins between 12:00 noon and 5:00 p.m., including a paid one-half (1/2) hour lunch period. Employees scheduled on the second shift shall receive a shift premium of one dollar (\$1.00) per hour in addition to the regular hourly rate for all hours worked on that shift.

The third or graveyard shift for pay purposes shall be defined as any shift which begins between 5:00 p.m. and 5:30 a.m., including a paid one-half (1/2) hour lunch period. Employees scheduled on the third shift shall receive a shift premium of one dollar and 20 cents (\$1.20) per hour in addition to the regular hourly rate for all hours worked on that shift.

When an position vacancy in FTE shift (day, swing, or night) occurs, the opening shall be posted within fifteen (15) days, and the employee in the same classification and who is in good standing, having seniority who requests such opening shall be given preference provided that, such employee is able to preform the work with proper experience and qualifications necessary for the posted job opening.

Article 10: Reporting and Call-in Pay

Any Employee who is scheduled to report for work on their regularly scheduled shift and who presents themselves for work as scheduled, but where work is not available or a full shift's work is not available for them, shall be compensated at their regular rate for all scheduled hours in that shift.

Any Employee called to return to work immediately, and such call is after the employee has left the Employer's premises at the end of their last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1½) times the regular rate.

Article 11: No Strike or Lockout

a) During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, picketing, strike, or any other interference with the work and statutory functions or obligations

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

Article 12: Grievance Procedure

Section 1.

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

- Step 1 The employee or union representative shall present the grievance, on the official grievance form, to the employee's immediate supervisor for adjustment within fourteen (14) calendar days of the date on which the events occurred giving rise to the grievance. An employee's supervisor shall respond promptly, but in no event more than fourteen (14) calendar days after receipt of the written grievance.
- Step 2 If a written grievance, as outlined in Step 1, has not been settled between the affected employee and the immediate supervisor, the grievance shall be submitted in writing to the facility director or designee, by the Union representative within ten (10) calendar days. The facility director or designee shall respond in writing to the Union representative within ten (10) calendar days after receipt thereof.
- Step 3 If the grievance is not resolved, the Union or the affected employee may submit the grievance to the General Manager of Visitor Venues, Metro or designee within (10) calendar days from the receipt of the facility director or designee's written response. The General Manager shall respond in writing within ten (10) calendar days from receipt of the grievance.
- Step 4 Should the parties fail to settle the grievance within seven (7) calendar days from the date of submission to the General Manager of Visitor Venues, Metro or designee, it may be referred in writing within seven (7) calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties.
 - The Board of Adjustment shall consist of two (2) members designated by the General Manager of Visitor Venues, Metro and two (2) members designated by the Union. Members of the Board of Adjustment shall not be from any of the facilities or local union under the jurisdiction of this Agreement. The Board of Adjustment shall convene within ten (10) calendar days following referral of the grievance to hear evidence submitted by the parties involved. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. A majority decision of the Board of Adjustment shall be final and binding on all parties. The grievance shall be considered unsettled in the event of a split decision.
- Step 5 If the grievance is still unsettled, the Union shall, within ten (10) calendar days of the receipt of the decision of the Board of Adjustment, have the right to have the matter submitted to

final and binding arbitration by submitting a written notice to the Metro Human Resources Director with a copy to the Employer. In order to advance the grievance, the Union shall request a list of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Services within ten (10) calendar days from the request for arbitration. Upon the receipt of the list of arbitrators within fourteen (14) days, both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first. The parties will make best efforts to schedule arbitration within six (6) months of selecting and arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party which incurs them. Each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

The designated arbitrator shall conduct a hearing, and then issue a decision which shall be final and binding on the parties. The arbitrator shall not have jurisdiction or authority to: add to, subtract from, modify or in any way change the provision of this Agreement; establish new wage rates or change existing wage rates or rates for specific job classifications; or assume any responsibility of Management or of the Union. The Employer and the Union may, by mutual agreement, submit the grievance to mediation prior to proceeding to binding arbitration.

The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure, which it believes in good faith, lacks sufficient merit.

The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised or processed within the above-described time limits. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance and the next step of the grievance procedure shall be available.

The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.

Article 13: Seniority

A. For both full and part-time employees seniority shall be computed from date of hire into a represented IUOE 701-1 classification. In cases in which an employee in a represented classification applies for, accepts, and serves time in another represented classification, and then voluntarily returns to the originally held class, seniority for the purposes of layoff shall be calculated as the total time from the original appointment in the bargaining unit.

In the event that two employees in the same classification have the same seniority date, seniority will be determined by the employee ID number: the lowest of the two numbers will be considered most senior.

- B. Seniority shall be applied for layoffs and elsewhere as specified in this Agreement.
- C. Time spent on approved leave or as a result of an on-the-job injury or illness shall not be

considered a break in service. Time spent on leave without pay as specified in Article 21, Section 2 shall be considered a break in service. Seniority shall not accrue during a break in service but will continue to accrue upon return from a break in service.

MERC shall publish and distribute annually and thirty (30) days prior to any lay off a seniority list for all employees.

Article 14: Layoff

A. Lay off shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees. The General Manager of Visitor Venues, Metro shall determine the number and classifications to be laid off. All temporary, seasonal, part-time and probationary employees within the classification within the assigned facility selected for layoff shall be laid off prior to any layoff of permanent employees within the classification.

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

Article 15: Discipline & Discharge

Probationary employees may be disciplined or discharged without just cause.

Employees shall not be denied representation in any investigation that may result in disciplinary action.

If the Employer has reason to reprimand or discipline an employee, every reasonable effort shall be made to avoid embarrassment to the employee before other employees or the public.

The Employer shall adhere to standard progressive discipline practices.

Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling. Failure to report as scheduled shall include but not be limited to, repeated failure to make call-in as defined in Article 8, Section 2, tardiness, absenteeism and leaving a shift early without reasonable justification. This places a great burden on both the Employer and fellow employees and may be cause for progressive discipline up to and including discharge. Any employee who fails to make call-in or is a "no call, no show" on three occasions is subject to progressive discipline which may include termination.

Article 16: Personnel File

The Employer shall maintain one (1) official personnel file for all employees. This file shall be maintained in the Metro Human Resources Department. No document, report or correspondence of an adverse nature shall be placed in this file without a signature by the Employee or a statement signed by the Supervisor which indicates the Employee has been shown the document and refused to sign it. An Employee's signature shall not be construed to mean the Employee agrees with the content.

Employees shall be permitted to review information in their personnel files that was generated during their active employment status with the Employer. Copies of all written disciplinary notices to employees shall also be provided to the Union within seven (7) working days of issuance.

Upon employee's request, current records of any disciplinary action shall be removed from personnel file after a 24-month period from the date of issuance, except when there are other disciplinary notices of similar or related nature in which case all related notices shall be invalid after 24-month period from the date of the most recent notice. Upon written request from the employee, the supervisor may have invalid documents removed from their file. At the employee's request, extreme cases like discrimination and harassment policy violations shall be removed from the personnel file four (4) years from the date the material was entered provided that the employee has received no other violations. A written record of an oral reprimand may be included in the personnel file as disciplinary material subject to the restrictions specified in this article.

Periodic performance appraisals shall remain part of the official personnel file. Supervisors may elect to remove disciplinary material from an employee's personnel file prior to the end of the four (4) or two (2) year period specified above. Any material of an adverse nature shall be removed if not entered in accordance with the first paragraph above. Employees may include in their official personnel file any material rebutting disciplinary material that they believe to be incorrect. Grievances shall not be maintained in the personnel file.

Article 17: Salary Administration

Section 1.

Recognizing that under the extraordinary circumstances of 2020 and a global pandemic, the parties agree to re-open the contract for 90 days, only for wages for Fiscal Year 2021, on May 1, 2021. Additionally, the parties agree that we will re-open the contract for 90 days, only for wages for Fiscal Years 2022 and 2023 on December 1, 2021.

The parties agree that eligible current represented employees will receive a lump sum payment of \$350 upon ratification of the contract. Eligible employees shall be those members of the bargaining unit who are on the payroll as of the effective date of the ratification and on the date of payout.

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

It is the goal and intention of the Employer to abide by the Oregon Pay Equity Act and pay employees performing work of comparable character equitably while taking into consideration the bona fide factors of seniority, education and experience as well as any combination of these factors. As such, employees performing work of comparable character may, on occasion, be paid at different compensation levels on the basis of one or more of the factors identified in this Article.

Section 2.

The probationary period for employees shall be six (6) months. If an employee takes a leave of absence during the probationary period, their probationary period shall be extended for the equivalent period of time. Upon successful completion of probation an employee shall move to the non-probationary pay rate for their classification.

Article 18: Vacation Leave

Section 1.

Vacation leave with pay for full-time employees shall accrue at the rate shown below prorated on the total of compensable hours paid to the employee for hours worked, vacation, personal holidays, and paid sick leave:

Total years of Full-Time Service	Accrual Rate Per Hours Paid	Accrual of Hours at 24 Pay Period/Year	Equivalent Annual Vacation Hours for Full- Time Employees
Date of hire through completion of 4 years	.0385 hrs	3.34	80
Beginning of 5 years through completion of 9 years	.0577 hrs	5.00	120
Beginning of 10 years through completion of 14 years	.0674 hrs	5.84	140
Beginning of 15 years through completion of 19 years	.0770 hrs	6.67	160
Beginning of 20 years through completion of 24 years	.0866 hrs	7.50	180
25 or more	.0962 hrs	8.34	200

Employees who have successfully completed the initial probationary period and have received a fulltime appointment are eligible to take accrued vacation leave with pay

Section 2.

Employees shall not accumulate more than two hundred and fifty (250) hours of vacation leave. Additional hours that would have accrued at the rates in this Agreement shall be forfeited. If an employee is close to reaching the 250 hour cap, the employee will schedule such time off pursuant to Section 4 of this Article.

Section 3.

At separation, any non-probationary full-time employee who resigns, retires, is laid off or dismissed from employment with the Employer shall be entitled to an immediate lump sum payment for accrued and unused vacation hours at the employee's existing salary rate.

Section 4.

When practicable, the Operations Manager or their designee shall schedule vacation for their respective staff with consideration for vacation accrued, seniority, staff requests, and for the work requirements of the department. Vacation requests shall be submitted through the employee's immediate supervisor and approved by the Operations Manager on an "Employee Leave Request Form." Requests for vacation leave shall be submitted at least two (2) weeks prior to the desired vacation time.

Article 19: Sick Leave

Section 1.

Full-time bargaining unit members shall earn sick leave with pay at a rate of .05 hours per hour paid, including overtime accrued in an unlimited amount. Part-time bargaining unit members shall accrue sick leave at a rate of .050 hours per hour paid, including overtime, up to a 40 hour maximum.

Section 2.

Employees are eligible to use sick leave for the following reasons:

- a) For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b) When leave is requested in accordance with policy and authorized by Human Resources under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c) To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.
- d) In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.
- e) For up to two weeks of bereavement leave taken by an OFLA eligible employee to grieve the death of an immediate family member; to make necessary arrangements related to the death; and/or to attend the funeral or alternative ceremony. Leave must be completed within 60 days from the date on which the employee receives notice of the death. OFLA bereavement leave is concurrent with the use of sick leave, which would be applied after any paid bereavement leave an employee may be eligible for under Article 21.

Section 3.

As described in Article 7 employees unable to report to work due to illness will report the reason for the absence to their supervisor ninety (90) minutes prior to the scheduled beginning of their shift. The supervisor may require sick leave beyond three (3) days to be supported by a physician's statement attesting to the illness.

Section 4.

The Employer and the Union agree that no employee should receive full wages in paid sick leave while also receiving time loss payments on an insured disability or Workers' Compensation claim. The parties therefore agree as follows:

Where the dual payment would result from the employee filing a claim for time loss payments for an injury or disease, the employee shall receive only the paid sick leave, if any, for the same condition necessary to bring the employee to full pay for the pay period. The Employer may recoup any overpayment of sick leave paid, either by deductions from gross wages per pay period in an amount not exceeding twenty (20) percent gross wages until the total overpayment is recouped, or the Employer and the employee may, by mutual agreement, provide for some other means for repayment. Upon repayment of the total amount of the excess, the employee's sick leave account shall be credited with that portion of the sick leave repaid.

Section 5.

Sick leave shall not continue to accrue during periods of leave unpaid by the Employer.

Article 20: Holidays

Section 1.

The following shall be considered holidays:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Full-time employees shall receive eight (8) hours of straight time pay for each of the holidays enumerated above on which they perform no work.

If a full-time or part-time employee works on a holiday as enumerated above, the employee shall receive one and one-half (1 ½) time compensation for the time worked in addition to regular holiday pay.

Event Custodians shall receive one and one-half (1 $\frac{1}{2}$) times compensation for actual time worked on the holiday. If a shift crosses both a non-holiday and holiday only the time worked on the holiday will be compensable at the one and one-half (1 $\frac{1}{2}$) time regular hourly pay rate.

<u>Personal Holidays:</u> In addition to the above holidays, full-time employees who complete their initial probationary period will be eligible to take up to twenty-four (24) hours of personal holiday time. The personal holiday hours must be used within the fiscal year in which they accrue. Employees hired before November 1 will receive twenty-four (24) hours leave. Employees hired on or after November 1 but before December 24 will receive sixteen (16) hours leave.

Part-time employees assigned to a position of at least .8 FTE before November 1 and have completed their initial probationary period will accrue sixteen (16) hours of personal holiday time on July 1. Part-time employees assigned to a position of at least .8 FTE on or after November 1 and have completed their initial probationary period will accrue eight (8) hours of personal holiday time on July 1. The personal holiday hours must be used within the fiscal year in which they accrue.

Variable hour employees who work 960 or more hours during the fiscal year and have completed their initial probationary period will accrue eight (8) hours of personal holiday time on July 1. The personal holiday hours must be used within the fiscal year in which they accrue.

An employee can use personal holiday hours in no less than four (4) hour blocks of time. An employee

must request and obtain prior approval before taking such leave. Personal holiday hours not taken by an employee during the fiscal year shall be lost and are not compensable.

Section 2.

Holidays that occur during vacation or paid sick leave shall not be charged against leave.

Section 3.

No employee shall receive holiday pay if the employee is absent for all or part of their scheduled workday either immediately preceding or immediately following the holiday or adjacent, single, or consecutive days off unless they have applied to their supervisor in writing for permission to be absent and such written request has been applied for and approved by the Operations Manager within that pay period.

Section 4.

For full-time employees, whenever one of the holidays listed in **Section 1** of this Article falls on a regularly scheduled day off, the day prior to or the day following the holiday will be scheduled off in accordance with building or event needs pursuant to **Section 6** of this article or as mutually agreed.

Section 5.

The holiday shift is the shift on which at least one-half of the hours of the shift are worked.

Section 6.

Employees shall normally be notified of holiday work schedules at least fourteen (14) days in advance, except in situations over which the Employer has no control.

Article 21: Other Leaves

Section 1. ADA and Family Medical Leave

- a) Employer abides by the Americans with Disabilities Act (ADA), ADA Amendments Act (ADAAA), Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) when administering qualifying leave for employees. Employees must use accrued leave balances (sick leave, compensatory time, personal holiday and vacation) for FMLA and OFLA leave.
- b) If a leave of absence for a disability extends beyond the authorized FMLA or OFLA leave and the employee is on an authorized leave without pay, the employee may elect COBRA if he/she wishes to continue health benefits. An employee shall be notified of eligibility for COBRA benefits as required by law.

Section 2. Leave Without Pay

In instances where the work will not be seriously handicapped by the temporary absence of a full-time employee, the Operations Manager may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) calendar days, but not exceed six (6) months, must be approved by the General Manager of Visitor Venues, Metro. Requests for such leave must be submitted ten (10) working days before the first day of the requested leave unless there is an unforeseen emergency that is outside the employee's control. The request must be in writing and must establish reasonable justification for approval of the request.

The employee may elect to continue insurance benefits; however, premiums for such extended benefits shall be paid by the employee. Any and all such extension of insurance benefits shall be subject to any and all restrictions and conditions that may exist in each applicable benefit policy or plan. No employee may be denied leave without pay for arbitrary or capricious reasons. Any employee

returning from an approved leave shall be reinstated with no greater or lesser employment rights than if the employee had not taken the leave.

Section 3. Union Business Leave

The Employer recognizes that from time to time employees may need an unpaid leave of absence to conduct Union business. Therefore no more than two (2) employees may be granted leave of absence for Union business at any one time. Requests for the leave of absence must follow the regular leave of absence approval process outlined in Section 2 above.

Section 4. Jury Duty

Upon the presentation of written documentation, full-time employees shall be granted leave with pay when called for jury duty or subpoenaed as a witness to attend court in connection with the employee's officially assigned duties subject to the following:

- a) The employee granted such leave shall pay all money received except travel allowance, to the Employer.
- b) An employee on jury duty who is on other than a day shift shall be temporarily assigned to day shift for the duration of jury duty. An employee, whose shift is temporarily changed, as a result of jury duty shall waive all overtime and other premium pay as a result of the schedule change. Nothing in this Agreement shall prohibit the Employer from requesting the court to excuse the employee from jury duty.

Section 5. Military Leave

Eligible employees shall be granted military leave with pay, as required by law. Any remaining leave shall be without pay, as required by law.

Section 6. Bereavement Leave

- a) A full-time employee absent from duty by reason of the death of his or her spouse, domestic partner, parents, children, sister, brother, grandparents, grandchildren, father- in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or relative of domestic partners that are equivalent to those in-laws or other household member shall be allowed not to exceed three (3) days of leave with pay within ninety (90) days of notification of the event. Additional leave may be granted upon approval. However, such leave shall be charged to the employee's sick leave, personal holiday or vacation hours at the employee's request. Employees will provide written notification to the Operations Manager of their request for bereavement leave within a week of their return to work.
- b) If travel is required, two (2) additional days, chargeable to sick leave may be allowed upon approval of the Operations Manager.
- c) A full-time employee may be granted four (4) hours of paid leave to attend a funeral ceremony for another Portand'5 employee. This leave is subject to the Employer's operating needs.

Article 22: Insurances

Section 1. Joint Labor Management Committee

A Metro Joint Labor Management Committee (JLMC) for health benefits comprised in accordance with adopted by-laws shall review health, dental and vision insurance plans and costs and make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one voting member to serve on the Joint Labor- Management Committee on Health Benefits. This bargaining unit will be represented by IUOE 701.

Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to maintain an ongoing review of health benefit related issues for employees of Metro.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary

Section 2. Benefit Eligibility

Full-time employees working forty (40) hours a week are eligible for benefits. Eligibility will begin on the first of the month following thirty days of employment for all benefit eligible employees who elect to participate in one of the Metro plans.

Prorated insurance will be available to employees who work thirty (30) hours a week or more during a twelve month (12) measurement period. Their premium share will be calculated based on the total cost of the health insurance premium for the plan selected by the employee, less the employee's FTE status (based on average weekly hours) multiplied by Metro's full-time employee premium portion for that plan.

Example: Using a health insurance premium of \$1,000 and Metro's portion for a full-time employee of \$920.

- An employee working a 32 hour weekly average would pay \$1,000 (.8 x \$920) = \$264.00
- An employee working a 30 hour weekly average would pay \$1,000 (.75 x \$920) = \$310.0

Section 3. Premium Sharing

Metro shall contribute ninety-two percent (92%) of the insurance premium costs per plan and employees shall pay eight percent (8%) of the premium costs per plan selected by the employee.

The premium cost used in these calculations shall be the amount agreed to with the carriers. No cost sharing between plans or any other premium cost adjustments shall be made.

These premiums will be paid through payroll deduction for medical, dental, and vision plans provided by an HMO and/or indemnity carrier.

Metro agrees to pay an amount up to \$150 per month to benefits eligible employees who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro.

Section 4. Life, Long Term Disability and Accidental Death and Dismemberment Insurance Life insurance and accidental death and dismemberment and long term disability coverage shall be provided to all employees who are health insurance benefit eligible and shall be maintained at current levels at no cost to the employee.

Article 23: Retirement

Employees shall continue to be eligible for participation in the Public Employee Retirement System PERS pursuant to the law. Full-time employees shall continue to have the Employer "pick-up" their required six-percent (6%) monthly contribution to the PERS.

Article 24: Recoupment of Payments

Section 1. Overpayments

- a) In the event that an employee receives wages or benefits to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 - i) The Employer may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years after the notification.
 - ii) Where this process is utilized, the employee and employer shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - iii) If there is no mutual agreement at the end of the thirty (30) calendar day period, the employer shall implement the repayment schedule stated in subsection (4) below.
 - iv) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Metro service before Metro fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- b) An employee who disagrees with the employer's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- c) This Article does not waive the employer's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments

In the event the employee does not receive the wages or benefits to which the record/documentation has for time indicated the employer agreed the employee was entitled, the employer shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The employer shall correct any such underpayment made within a maximum period of one year after the notification and agreement of the amount owed.

Article 25: Clothing Allowance

A. Full-time employees covered by this Agreement will receive five (5) sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, full-time employees shall receive up to six (6) items, shirts or pants, as needed. The Employer will also provide one good quality coat per contract.

- B. Upon presentation of an original receipt of purchase, full-time employees covered by this Agreement will be reimbursed up to one hundred dollars (\$100) per fiscal year for quality work shoes. Employees are expected to wear these shoes on the job.
- C. Part-time employees covered by the Agreement will receive 2 sets of uniforms, including shirts and pants, upon hire. Each fiscal year thereafter, part-time employees shall receive up to three (3) items, shirts or pants, as needed
- D. Part-time employees who perform outside custodial duties shall be provided on good quality coat per contract, to be used and stored on site and laundered on site, as needed.
- E. Employer will provide all safety and rain gear to be stored and used on site as needed.

Article 26: Education & Training

The Employer and the Union share a desire to retain a workforce skilled in job related duties.

To the extent possible, the Employer will make available to members of the bargaining unit current information about available employer approved training opportunities.

Job-related training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Employer, the employee shall be paid for the time at regular pay.

The Employer may offer in-house training for employees to improve their knowledge, skills and abilities to perform the job.

The Employer shall conduct or arrange for training in emergency procedures and for safety training on all new products and equipment.

The Employer shall conduct or arrange orientation and training for all affected employees on new equipment, products, and procedures.

Article 27: Safety & Health

Section 1.

The Employer agrees to provide a safe and healthful workplace, as required by law, and to provide and maintain all tools and equipment required by Employer for use by the employee.

Section 2.

The Employer and the Union agree that a representative will serve on the joint labor- management safety committee in compliance with current Oregon law and administrative rules.

Section 3.

The safety committee shall inquire into and make recommendations to the Employer on all safety issues in the work area. Any employee who observes an unsafe condition in the workplace shall promptly report the same to their supervisor. The supervisor shall promptly take appropriate action.

Section 4.

No employee shall be disciplined for failure to perform an unsafe work operation or operate unsafe equipment.

Article 28 Inclement Weather

Upon determination by the Facility Director or designee, that inclement weather conditions exist, and such determination results in the decision to open later than regularly scheduled hours or close and send staff home before the end of their assigned shift, those employees shall receive pay for the hours in that shift in which they are scheduled. Employees who are required to report to work or stay at work when other staff are sent home when the inclement weather determination has been made and the facility has been closed shall be compensated for hours worked at the overtime rate for that shift only.

Article 29: Savings Clause

Section 1.

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

Section 2.

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

Article 30: Maintenance of Standards

Section 1.

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

Section 2.

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

Article 31: Term of Agreement

This Agreement shall remain in full force and effect from the signing of this Agreement to December 31, 2023. This Agreement shall be automatically renewed from year to year thereafter unless either party gives written notice at least ninety (90) days prior to the expiration of the Agreement of its intention to renegotiate the terms and provisions of this Agreement.

Exhibit A: Wage Appendix

METROPOLITAN EXPOSITION RECREATION COMMISSION INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701-1 PAY SCHEDULE

Pay Range	Job Code	Job Classification	Step 1	Step 2*
110	8610	Event Custodian	\$14.90	\$16.84
130	8632	Utility Maintenance Technician	\$20.04	\$21.87
134	8636	Utility Lead	\$22.10	\$23.13

^{*} An employee will be moved to Step 2 upon successful completion of probation

Signature Page

For Metropolitan Exhibition-Recreation Commission	For International Union of Operating Engineers, Local 701-1
Scott Cruikshank, General Manager Visitor Venues	James Anderson, Business Manager/Financial Secretary
Date	Date
Robyn Williams, Executive Director, Portland'5	
Date	
Mikki Nutt, Program Manager-Labor Relations	
Date	
Ross Hume, Program Manager-Labor Relations	
Date	
Terry Smith, Employee Engagement Manager	
Date	
Mary Rowe, Human Resources Director	
Date	

MERC Commission Meeting

January 6, 2021 12:30 pm

Travel Portland 1st Quarter Report

PORTLAND 1ST QUARTER 2020-21 REPORT

Highlights:

Executive Summary – Page 3







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ACCOMPLISHMENTS

- For the 1st quarter OCC realized zero in revenue from Travel Portland booked business due to the pandemic.
- Two new and two repeat OCC conventions were booked for future years in the quarter worth over \$3.0 million in OCC revenue and community economic impact over \$12.4 million. Total Travel Portland bookings, including single hotel will result in over \$21.8 million of economic impact.
- Across domestic media outlets, Portland was included in 563 placements with a total impression of over \$2.8 billion that could potentially influence Portland as a business and leisure travel destination.
- Convention Sales conducted two Customer Advisory Board and one Women's Executive Forum focus groups to help craft the recovery message as we look to the future.
- Travel Portland worked with Travel Oregon and our Regional Partners to secure the filming of Top Chef which was recently announced. It will air in the Spring of 2021.

TRENDS, SUCCESSES, OBSTACLES

- Transient Lodging Tax due to COVID-19 will have dramatic drops well into the future. Fiscal YTD collections of the city's tax through September were down 85.5%.
- Portland hotels' occupancy decreased 53.2% for calendar YTD through September; ADR decreased 25.9%, RevPar decreased 65.3%, demand decreased 58.4%, and room revenue decreased 69.2%.
- Approximately 12 major hotels remained closed during the quarter including the Hyatt Regency at the Oregon Convention Center.
- The economy remains shuttered and we continue to work on a restructure of our Program of Work to address the current and future economic climate.

MERC CONTRACT TARGETS

TARGET #	TARGET DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL TARGET
1	OCC revenue target	\$ 0	Benchmark / \$18 Million
2	ROI on future OCC business	9.1	Benchmark / 5.8
3	Lead conversion	15%	Benchmark / 18%
4	Services performance survey	0.0	Benchmark / 3.8
5	Public relations/media	3.0	Benchmark / 12
6	Community economic impact	64.5	Benchmark / 44

CITY CONTRACT GOALS

OBJECTIVE #	GOAL DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL GOAL
1	Convention Sales and Marketing Economic Impact ROI	46.9	Benchmark / 25



OREGON CONVENTION CENTER BOOKING REVENUE								
FROM TRAVEL PORTLAND BOOKINGS								
					Total Potential			
	0	Annuals		Future Business				
FY 20/21	\$	6,886,540	\$	622,699	\$	7,509,239		
FY 21/22	\$	18,706,328	\$	1,321,888	\$	20,028,216		
FY 22/23	\$	23,097,829	\$	1,920,579	\$	25,018,408		
FY 23/24	\$	9,779,978	\$	2,017,035	\$	11,797,013		
FY 24/25	\$	5,433,183	\$	2,219,109	\$	7,652,292		
FY 25/26	\$	1,435,379	\$	2,017,035	\$	3,452,414		
FY 26/27	\$	3,477,409	\$	2,219,109	\$	5,696,518		
FY 27/28	\$		\$	2,017,035	\$	2,017,035		
FY 28/29	\$	534,267	\$	2,219,109	\$	2,753,376		
TOTAL	\$	69,350,913	\$	16,573,598	\$	85,924,511		

OREGON CONVENTION CENTER PROJECTED FUTURE REVENUE							
Total Travel Portland Contract:		QTR		YTD	Target		
New OCC Bookings		2		2			
Repeat OCC Bookings		2		2			
Total OCC Bookings		4		4			
Room Nights from OCC Bookings		14,873		14,873			
Future OCC Revenue Booked during FY 2020/21	\$	3,078,346	\$	3,078,346			
ROI OCC Bookings	\$	9.1	\$	9.1	Benchmark / 5.8 to 1		
Community Economic Impact from OCC Bookings	\$	12,438,302	\$	12,438,302			
Total Room Nights Booked		36,984		36,984			
Total Community Economic Impact from Bookings	\$	21,854,814	\$	21,854,814			
ROI on Total Community Economic Impact	\$	64.5	\$	64.5	Benchmark / 44.0 to 1		
OCC Revenue Realized During FY 2020/21	\$	-	\$	-	Benchmark / \$18 Million		



LEAD CONVERSION					
As of October 1, 2020					
Lead Conversion Percentage 15%					
Benchmark / Annual Target	Benchmark / Annual Target –18%				

OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS								
AS OF OCTOBER 1, 2020								
FY 2020-21 FY 2021-22 FY 2022-23 FY 2023-24 FY 2024-25 and beyond								
Current	21	31	33	18	13			
4 Year Average	ar Average Current 1yr. out 2 yrs. out 3 yrs. out Beyond 3 yrs.							
(FY 17/18-20/21)	44	32	23	17	17			

OREGON CONVENTION CENTER REVENUE						
THREE YEAR AVERAGE						
Total Contract						
		Quarter		YTD		
OCC Revenue Generated (3 yr. average)	\$	3,712,939	\$	3,712,939		
Travel Portland Contract Costs	\$	338,926	\$	338,926		
ROI (Revenue / Costs)		11.0		11.0		

	1ST QUARTER - OREGON CONVENTION CENTER LOST BUSINESS							
Groups Total Room Nights Attendees					Lost OCC Revenue	Lost Community Economic Impact		
Total	14	28,892	22,800	\$	4,143,775	\$	19,131,787	



MINORITY PROJECTED FUTURE REVENUE					
Total Travel Portland Contract 1st Quarter YTD					
New Minority Bookings	1	1			
Total Minority Bookings	1	1			
Room Nights from Minority Bookings	712	712			
Minority Leads	0	0			
Minority Lost Leads	0	0			

For the first quarter of FY 2020/21, minority bookings created an estimated economic impact to the greater metro Portland community of approximately \$360,000. Booked groups included the following:

National Association of Hispanic Nurses	\$	362,542
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1ST QUARTER - OREGON CONVENTION CENTER CANCELLATIONS									
Account Name	Groups	Reason	Total Room Nights	Attendees	Lost OCC Revenue	Lost Community Economic Impact	Arrival Date		
Medical Library Association	1	COVID-19	4,870	2,200	\$ 273,217	\$ 2,331,849	8/13/20		
Great Western Council of Optometry	1	COVID-19	897	500	\$ 160,672	\$ 521,159	9/15/20		
Experient	1	COVID-19	2,319	650	\$ 55,374	\$ 624,150	10/14/20		
American Society of Mechanical Engineers	1	COVID-19	3,430	3,000	\$ 607,266	\$ 2,559,130	11/10/20		
Passenger Vessel Association	1	COVID-19	1,395	300	\$ 92,765	\$ 588,710	2/3/21		
Independent College Bookstore Association	1	COVID-19	3,245	1,000	\$ 316,182	\$ 1,732,204	2/8/21		
Governor's Occupational Safety and Health Conference	1	COVID-19	555	2,000	\$ 77,284	\$ 392,058	3/7/21		
Total OCC Cancellations	7		16,711	9,650	\$ 1,582,760	\$ 8,749,260			



ACTIVITY DESCRIPTION	1ST QUARTER	YTD
OCC groups occurring during the quarter	0	0
Distribution of promotional pieces	0	0
Meeting planning assistance - Services leads	79	79
Pre-convention attendance building - Site tours	0	0
Pre-convention attendance building -Promo trips, e-mails and materials	1	1
Housing-convention room nights	0	0

TRAVEL PORTLAND POST CONVENTION SURVEY							
Overall impression of the following:							
Answer Options	Excellent =	Good =	Average =	Poor =	N/A	Rating	Response
	4	3	0	1		Average	Count
Travel Portland sales staff		0	0	0	0	0.0	0
Travel Portland convention services staff	0	0	0	0	0	0.0	0
Travel Portland housing services (if utilized)	0	0	0	0	0	0.0	0
Travel Portland collateral/promotional materials	0	0	0	0	0	0.0	0
Quality and user-friendliness of the Travel Portland	0	0	0	0	0	0.0	0
Average rating for the quarter						0.0	
Average rating YTD						0.0	
					Benchmark	3.8	

In planning your event from start to finish, how would you describe your relationship with your Sales Manager and/or Services Manager?

Groups Serviced/Surveyed:

^{**}Due to COVID-19, there were no meetings to be surveyed.



TOTAL DOMESTIC MEDIA NARRATIVE	Q1	YTD
Placements	563	563
Impressions	2,876,940,435	2,876,940,435

Traditional media mentions captured across print and online that may influence consumer perception of Portland as a business and leisure travel destination.

MERC-RELATED MEDIA PLACEMENTS	Q1	YTD
Placements	10	10
Impressions	3,675,381	3,675,381

Earned media placements generated by Travel Portland public relations efforts that mention the Oregon Convention Center or cover industry topics related to Portland as a meeting destination.

1ST QUARTER TARGETED DOMESTIC MEDIA KEY MESSAGES

back restroom inflator contenders campuses stall lush fall boots cycling visitor stalls treed edition necessary values	IICW	re wooded	.com exclusive	rame enthusiasts parks irst	best	regon beautiful lew	availab	22.00 offering ublic 514hood bruce forster
goldrush getaways nation roasters well-designed america huckberry rent	july	garder private around easy s	east	heavily	2020 uick cla orks shi	pocket	able buy	products week sleepbuds

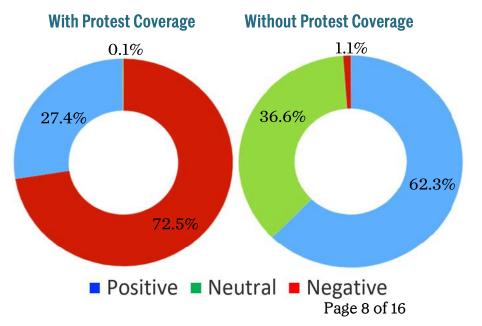
TARGETED DOMESTIC MEDIA	Q1	YTD
Placements	23	23
Impressions	514,138,304	514,138,304

Print and online media outlets strategically targeted by Travel Portland's public relations efforts because they are most influential to potential visitors.

TARGETED INTERNATIONAL MEDIA	Q1	YTD
Placements (Benchmark)	0	0
Impressions (Benchmark)	0	0

International print and online media outlets strategically targeted by Travel Portland's public relations efforts in international markets, including, but not limited to: United Kingdom, The Netherlands, Oceania and Canada.

1ST QUARTER TOTAL DOMESTIC MEDIA SENTIMENT





		ARTICLES		MERC	
Publication Date	Outlet	Headline	Medium	Total Circulation	Placements
July 2020	Meetings Today	Black Destination Leaders Answer '5 Questions About Race' in Powerful Video	Online	8,918	1
July 2020	Destination DC	Black Travel Leaders Address Systemic Racism in '5 Questions About Race'	Online	135,802	1
July 2020	Prevue Meetings + Incentives	Questions About Race Addressed	Online	5,589	1
July 2020	USAE	Black Industry Leaders Call for Action at DI Convention	Print	2,000	1
July 2020	USAE	Black Industry Leaders Call for Action at DI Convention	Online	2,000	1
September 2020	PCMA	5 Questions About Race — Asked and Answered by Black Tourism Professionals	Online	34,269	1
September 2020	Portland Business Journal	Can Portland's tourism and convention business survive the protests?	Online	3,465,358	1
September 2020	Smart Meetings	Smart Moves in Hollywood, Park City and San Diego	Online	17,445	1
September 2020	USAE	California, Oregon Wildfires Send Evacuees to Hotels	Print	2,000	1
September 2020	USAE	California, Oregon Wildfires Send Evacuees to Hotels	Online	2,000	1
Total				3,675,381	10

^{*}Entries that appear to be duplicate articles represent different media placements, i.e. print, online and broadcast.

PITCHES DELIVERED				
1 Black travel leaders, including Travel Portland's CSO James Jessie, address systemic racism.				
2 Announcing James Jessie as Travel Portland's new CSO.				
3 Oregon Convention Center and Portland'5 Centers for the Arts attaining the Global Biorisk Advisory Council® (GBAC) STAR™				
accreditation, the gold standard for prepared facilities (also includes information about Hyatt Regency's accreditation).				
Target Goal: Deliver three meetings-related pitches to industry media on a quarterly basis.				

MARKETING & INTERNATIONAL TOURISM

MARKETING							
TravelPortland.com	1st Quarter	YTD					
Visits	497,491	497,491					
International Visits	31,256	31,256					
Referrals	92,768	92,768					
Business and Event Detail Views	151,037	151,037					
Meetings.TravelPortland.com							
Venue Finder Page Views	289	289					

Source: Google Analytics

INTERNATIONAL TOURISM SALES					
International Visits/Arrivals*	2nd Quarter	4th Quarter			
Portland**	N/A	N/A			
Competitive Set***	N/A	N/A			

^{*}Source: Oxford Tourism Economics Company reports twice during the calendar year.

^{**}Be no less than 5% of our competitive sets' performance for overall visits/arrivals.

^{***}Competitive set = Austin, Seattle, Denver, Salt Lake City, Minneapolis

OPERATIONS

DIVERSITY EMPLOYMENT STATISTICS 2020-21								
TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATEGORIES								
September 30, 2020 First Quarter								
			Actual	Goal				
Job Category	Category Number	Total	Percentage	Percentage	Objective			
	Number of Females	Number of Staff						
Executive/Senior Level	4	8	50%	40-60%	Monitor			
First/Mid Level Manager	5	6	83%	40-60%	Monitor			
Professionals	6	11	55%	40-60%	Monitor			
Sales Workers	6	6	100%	40-60%	Monitor			
Admin Support Workers	8	8	100%	40-60%	Monitor			
Total	29	39	74%	40-60%	Monitor			
	Number of Minorities	Number of Staff						
Executive/Senior Level	2	8	25%	15-33%	Monitor			
First/Mid Level Manager	1	6	17%	15-33%	Monitor			
Professionals	1	11	9%	15-33%	Improve			
Sales Workers	2	6	33%	15-33%	Monitor			
Admin Support Workers	2	8	25%	15-33%	Monitor			
Total	8	39	21%	15-33%	Monitor			
This report is based o	on current full and part-ti	me staff.	_					



FIRST OPPORTUNITY TARGET AREA (FOTA) 1ST QUARTER 2020-21							
HIRING							
Job Posting Locations	The Skanner	El Hispanic News	Hispanic Chamber				
	The Asian Reporter	Urban League	Monster.com				
Urban League		Mosaic Metier	PDX Pipeline				
	Oregon Native American Chamber	Partners in Diversity	Jooble				
	Portland State University	Indeed	LinkedIn				
Travel Portland Website		Destinations International	H-Careers				
	Murphy, Symonds & Stowell	Mac's List	Black Travel Alliance				
Current Employees residing in M	IERC FOTA	7					

PURCHASING (YTD)				
Travel Portland expenditure with MERC FOTA area businesses	\$13,481			

PARTNERSHIP						
Total Partners Within FOTA Multicultural Women-Owned						
1300	123					

MBE/DBE/WBE PURCHASING PARTICIPATION FY 2020-21 (YTD)								
	Total Expended	Expended with Minority/ Women-Owned or Emerging Small Business Enterprises	Percentage of Total Spend on Minority/Women-Owned or Emerging Small Business Enterprises					
Lodging taxes expended with MBE/DBE/WBE	\$207,613	\$72,430	35%					

OCC SALES AND MARKETING BUDGET

		14500	B CTD	TID /TI T		6 14500	0 0070	TID /TI T		
	Annual	_	RCTP QTR Ending	TID/TLT QTR Ending	Subtotal QTR Ending	Sum MERC YTD	Sum RCTP S	Sum TID/TLT YTD	Sum of YTD	
Expenses <u>MERC Supported Program of Work</u>	Budget	09-30-20	09-30-20	09-30-20	09-30-20	06-30-21	06-30-21	06-30-21	06-30-21	Percent
Professional Services										
Convention Sales										
<u>Direct Sales:</u> Subtotal - Convention Sales Professional Services	1,090,201	249,206	0	0	249,206	249,206	0	0	249,206	22.86%
Program Support										
Subtotal - Program Support	163,530	40,883	0	0	40,883	40,883	0	0	40,883	25.00%
Research Subtotal - Reserach Professional Services	76,050	18,408	0	0	18,408	18,408	0	0	18,408	24.21%
Convention Services										
Subtotal - Convention Services Professional Services	132,002	30,429	0	0	30,429	30,429	0	0	30,429	23.05%
Total - MERC Supported - Professional Services	1,461,783	338,926	0	0	338,926	338,926	0	0	338,926	23.19%
Other Non-Contractual Professional Services										
Total - Other Non-Contractual Professional Services	0	0	0	66,612	66,612	0	0	66,612	66,612	0.00%
RCTP Supported Program of Work										
Sales Calls & Trips										
Subtotal - Sales Calls & Trips	30,000	0	0	0	0	0	0	0	0	0.00%
<u>Sales Missions</u> Subtotal - Sales Missions	100,000	0	0	0	0	0	0	0	0	0.00%
Multicultural Sales Efforts										
Subtotal - Multicultural Sales Efforts	61,550	0	0	0	0	0	0	0	0	0.00%
Industry Trade Shows and Events										
Subtotal - Industry Trade Shows and Events	133,970	0	1,025	0	1,025	0	1,025	0	1,025	0.77%
Site Inspections			405							
Subtotal - Site Inspections	65,000	0	105	0	105	0	105	0	105	0.16%
<u>Familiarization Tours</u> Subtotal - Familiarization Tours	87,830	0	0	0	0	0	0	0	0	0.00%
Industry Cooperation and Partnerships										
Subtotal - Industry Cooperation and Partnerships	80,000	0	0	0	0	0	0	0	0	0.00%
Three-City Collective										
Subtotal - Three-City Collective	5,000	0	0	0	0	0	0	0	0	0.00%
Customer Advisory Board	12.500	0	0	0	0		0	0	0	0.00%
Subtotal - Customer Advisory Board	12,500	U	U	U	U	U	U	U	U	0.00%
Other Programs Subtotal - Other Programs	56,350	0	1,192	0	1,192	0	1,192	0	1,192	2.12%
Total - RCTP Supported Program of Work	632,200	0	2,322	0	2,322	0	2,322	0	2,322	0.37%
	032,200		2,322		2,322		2,322		2,322	0.3770
TLT/TID Supported - Non-Sales Programs of Work										
Convention Services Subtotal - Convention Services	57,156	0	0	300	300	0	0	300	300	0.52%
Research	•									
Subtotal - Research	279,000	0	0	56,808	56,808	0	0	56,808	56,808	20.36%
Marketing										
Subtotal - Marketing	1,012,426	0	0	43,724	43,724	0	0	43,724	43,724	4.32%
Communications/PR										
Subtotal - Communications/PR	30,000	0	0	0	0	0	0	0	0	0.00%
Community Engagement Subtotal - Community Engagement	18,000	0	0	0	0	0	0	0	0	0.00%
			0				0			
Total - Non-Sales Programs	1,396,582			100,831	100,831			100,831	100,831	7.22%
Grand Total	3,490,565	338,926	2,322	167,443	508,690	338,926	2,322	167,443	508,690	14.57%

Travel Portland
Income Statement
(Statement of Financial Activities)

	Actual (Prior Year) YTD 9/30/2019 Column A	Actual YTD 9/30/2020 Column B	Budget YTD 9/30/2020 Column C	Actual (Prior Year) Full Year 6/30/2020 Column D	Budget Full Year 6/30/2021 Column E
Revenue					
City/County Lodging Tax (1%)	2,064,359	300,036	286,835		1,821,888
Tourism Improvement District (TID-2%		552,606	645,076		3,802,082
MERC (OCC Contract)	1,157,963	365,446	365,445		1,461,783
Partnership Dues	110,782	72,005	0	421,798	0
Fees Earned	45,554	0	0	131,531	0
Other Income	48,079	93,969	0	186,050	0
Trade-Out/In-Kind	0	0	0	7,757	0
Cooperative Programs	2,500	0	0	134,769	0
Regional RCTP (from Travel Oregon)	722,595	849,811	849,811	2,017,443	3,143,500
Cultural Tourism	0	0	3,255	342,441	187,000
Visitor Development Fund (VDF)	0	0	0	60,000	0
Total Revenue	8,045,419	2,233,872	2,150,422	26,298,266	10,416,253
Expenses					
Convention Sales	1,303,023	361,310	390,444	3,858,694	2,361,133
International Affairs	522,447	98,258	64,683	1,813,017	671,468
Marketing and Research	1,493,641	373,896	396,765		3,204,085
Communications/PR	458,184	99,500	102,939	1,284,925	692,573
Regional RCTP (from Travel Oregon)	716,829	826,711	849,811	2,017,443	3,143,500
Convention Services, Housing, and Ever	380,927	88,022	97,989	1,194,252	578,426
Community Engagement/DEI	357,457	77,724	83,203	931,581	460,963
*Visitor Center	100,256	7,062	9,411	271,068	37,646
**Program Support	1,114,655	928,677	958,418	3,657,116	3,773,719
Total Expenses	6,447,419	2,861,160	2,953,663	22,223,116	14,923,513
Net Surplus/(Deficit)	1,598,000	-627,288	-803,241	4,075,150	-4,507,260

^{*}Note - The Visitor Center has been closed since March 2020 due to COVID.

^{**}FYE21 Rent Expense is overstated from the cash forecast due to GAAP treatement for the escalated rent calculation of \$637,644.76

Travel Portland Balance Sheet

(Statement of Financial Position)

	Actual 9/30/2020	Actual as of 6/30/2020	Increase (Decrease)
	Column A	Column B	Column C
Assets			
Cash and Cash Equivalents	10,548,242.67	\$7,655,387.82	38%
Investments	4,880,515.49	\$4,790,902.92	2%
Accounts Receivable	216,437.99	\$1,108,443.63	-80%
Prepaid Assets	883,000.00	\$889,427.07	-1%
Fixed Assets, net	\$2,384,086.04	\$2,528,052.02	-6%
Other Assets	2,567.48	\$2,567.48	0%
Total Assets	\$18,914,849.67	\$16,974,780.94	11%
Liabilities and Net Assets Liabilities			
Accounts Payable & Accrued Expenses	486,550.75	\$250,773.00	94%
Accrued Personnel	1,319,076.43	\$1,203,855.95	10%
Deferred Revenue	165,512.52	\$242,843.24	-32%
Other Fiduciary Liabilities - RCTP	4,112,652.59	\$1,818,963.59	126%
Total Liabilities	\$6,083,792.29	\$3,516,435.78	73%
Net Assets			
Undesignated	8,325,157.84	\$8,952,445.62	-7%
Board Designated	1,977,847.52	\$1,977,847.52	0%
Net Property and Equipment	2,528,052.02	\$2,528,052.02	0%
Total Net Assets	\$12,831,057.38	\$13,458,345.16	-5%
Total Liabilities and Net Assets	\$18,914,849.67	\$16,974,780.94	11%



LASTNAME	FIRST NAME	COMPANY	OFFICER	COMMITTEE CHAIR
Ackman	Tim	Alaska Airlines		
Craddick	Shirley	Metro		
Daley	Mike	Sheraton Portland Airport Hotel	Chair	Tourism Improvement District Committee
Dawes	Alex	Embassy Suites by Hilton Portland Downtown		
Endorf	Erica	AC Hotel Portland Downtown		Community Action Committee
Faustin	Bertony	Abbey Creek Vineyard		
Fleming	Peter	Enterprise Holdings	Chair-elect	Nominating Committee
Goeman	Mark	CoHo Services		
Hasan	Naim	Naim Hasan Photography @ N2H Media Group		
Hiller-Webb	Shannon	Host2Host/Prosparus		
Holt	Charles	The Mark Spencer Hotel	Vice Chair	
Huffman	Kurt	ChefStable		
Johnson	Dennis	CPA	Treasurer	Budget and Finance Committee
Kafoury	Deborah	Multnomah County		
Kunzer	Ryan	The Duniway Portland, A Hilton Hotel		
Lopuszynski	Ziggy	Crown Plaza Portland - Downtown Convention Center		
Malik	Tauseen	Hilton Portland Downtown		
Mann	Amanda	Rose Quarter		
Mayelzadeh	Farshad	DoubleTree by Hilton - Portland		
McCarey	Heather	Explore Washington Park		
McIlroy	Emma	Wildfang		
Nicolopoulos	Shane	Hyatt Regency Portland at the Oregon Convention Center		
Penilton	David	America's Hub World Tours		
Pyne	Tim	Portland Marriott Downtown Waterfront		Convention Sales Steering Committee
Rank Ignacio	Renee	McMenamins Pubs, Breweries & Historic Hotels		
Tatone	Sarah	Vacasa		
Weston	Linda	Rapporto	Past Chair	
Wheeler	Ted	City of Portland		

MERC Commission Meeting

January 6, 2021 12:30 pm

Expo Development Opportunity
Study Update



FY21 BUDGET UPDATE

Travel Portland Annual Budget

Tourism Improvement District (TID - 2%) \$14,130,782 \$14,554,705 \$7,507,828 \$3,086,406 \$3,200,000 \$3,2	,821,888 ,802,082 ,461,783 \$0 \$0 \$0 \$187,000 \$0 ,143,500 \$0
City/County Transient Lodging Tax (1%) \$7,108,703 \$7,321,964 \$3,772,778 \$1, 10,000 Tourism Improvement District (TID - 2%) \$14,130,782 \$14,554,705 \$7,507,828 \$3, 10,000 \$3,0000 \$3,0000 \$10,000 \$0 MERC (OCC Contract) \$4,631,854 \$4,770,810 \$2,315,927 \$1,000 \$1,000 \$0	,802,082 ,461,783 \$0 \$0 \$0 \$0 \$0 \$187,000 \$0 ,143,500 \$0
Tourism Improvement District (TID - 2%) \$14,130,782 \$14,554,705 \$7,507,828 \$3,086,406 \$3,200,000 \$3,2	,802,082 ,461,783 \$0 \$0 \$0 \$0 \$0 \$187,000 \$0 ,143,500 \$0
MERC (OCC Contract) \$4,631,854 \$4,770,810 \$2,315,927 \$1,000 Cooperative Programs \$144,000 \$100,000 \$0 Partnership Dues \$445,000 \$449,450 \$0 Fees (i.e., Housing) \$122,000 \$123,220 \$0 Other \$10,000 \$10,000 \$0 Cultural Tourism \$300,000 \$300,000 \$187,000 \$ Visitor Development Fund (VDF) \$85,800 \$440,000 \$840,000 \$3,143,500 \$3 Regional Coop Tourism Program (RCTP) \$3,086,406 \$3,200,000 \$3,143,500 \$3	,461,783 \$0 \$0 \$0 \$0 \$0 \$187,000 \$0 \$1,143,500 \$0
Cooperative Programs \$144,000 \$100,000 \$0 Partnership Dues \$445,000 \$449,450 \$0 Fees (i.e., Housing) \$122,000 \$123,220 \$0 Other \$10,000 \$10,000 \$0 Cultural Tourism \$300,000 \$300,000 \$187,000 \$ Visitor Development Fund (VDF) \$85,800 \$440,000 \$840,000 \$3,143,500 \$3,200,000 \$3,143,500 \$3,200,000	\$0 \$0 \$0 \$0 \$187,000 \$0 \$143,500 \$0
Partnership Dues \$445,000 \$449,450 \$0 Fees (i.e., Housing) \$122,000 \$123,220 \$0 Other \$10,000 \$10,000 \$0 Cultural Tourism \$300,000 \$300,000 \$187,000 \$ Visitor Development Fund (VDF) \$85,800 \$440,000 \$840,000 \$3,143,500 \$3,200,000 \$3,143,500 \$3,200,000	\$0 \$0 \$0 \$187,000 \$0 ,143,500 \$0
Fees (i.e., Housing) \$122,000 \$123,220 \$0 Other \$10,000 \$10,000 \$0 Cultural Tourism \$300,000 \$300,000 \$187,000 \$ Visitor Development Fund (VDF) \$85,800 \$440,000 \$840,000 \$3,143,500 \$3,200,000 \$3,143,500 \$3,200,000	\$0 \$0 \$187,000 \$0 ,143,500 \$0
Other \$10,000 \$10,000 \$0 Cultural Tourism \$300,000 \$300,000 \$187,000 \$ Visitor Development Fund (VDF) \$85,800 \$440,000 \$840,000 \$840,000 \$3,143,500 \$3,200,000 \$3,143,500 \$3,200,000 <th>\$0 \$187,000 \$0 ,143,500 \$0</th>	\$0 \$187,000 \$0 ,143,500 \$0
Cultural Tourism \$300,000 \$300,000 \$187,000 \$ Visitor Development Fund (VDF) \$85,800 \$440,000 \$840,000 Regional Coop Tourism Program (RCTP) \$3,086,406 \$3,200,000 \$3,143,500 \$3	\$187,000 \$0 ,143,500 \$0
Visitor Development Fund (VDF) \$85,800 \$440,000 \$840,000 Regional Coop Tourism Program (RCTP) \$3,086,406 \$3,200,000 \$3,143,500 \$3,	\$0 ,143,500 \$0
Regional Coop Tourism Program (RCTP) \$3,086,406 \$3,200,000 \$3,143,500 \$3,	,143,500 \$0
	\$0
405 000 405 000 40	
Other \$25,000 \$25,000 \$0	,416,253
Total Revenues \$30,089,545 \$31,295,149 \$17,767,033 \$10,	
EXPENSES	
	,361,133
	\$671,468
	,204,085
	\$692,573
	,143,500
	5578,426
Community Engagement \$1,690,000 \$1,400,000 \$436,822	\$460,963
	\$37,646
Program Support \$4,175,000 \$4,383,750 \$3,154,882 \$3	3,773,719
One-time TBD \$0 \$325,000 \$0	\$0
One-time VDF offset for Conv Sales \$60,000 \$440,000 \$440,000	\$0
US Travel July 2020 (FY21) \$0 \$75,000 \$0	\$0
One-time TBD \$0 \$150,000 \$150,000	\$0
One-time TBD \$0 \$150,000 \$400,000	\$0
Visitor Center enhancements \$100,000 \$0 \$0	\$0
Innovation & Technology Budget \$0 \$100,000 \$0	\$0
Grand Total Expenses \$29,034,206 \$31,156,165 \$16,119,494 \$14,	,923,513
Net Increase or Decrease (Profit/Loss) \$1,055,339 \$138,984 \$1,647,538 (\$4,	,507,260)

^{*}Note - The Visitor Center has been closed since March 2020 due to COVID.

^{**}FYE21 Rent Expense is overstated from the cash forecast due to GAAP treatement for the escalated rent calculation of \$637,645

FY2020 VFIGA FUNDING STATEMENT

Current FRT projection

Visitor Facilities Trust Account (Fiscal Year 2019-20) Statement of Resources and Obligations

Periods Ending June 30, 2020 and June 30, 2019

	July-June 2020	July-June 2019	Percent Increase (Decrease)	FY18-19 Y-Y Change	FY17-18 Y-Y Change
RESOURCES:					
Transient Lodging Tax	14,381,807	18,515,110	-22%	17%	-1%
SSTLTR (OCC Hotel)	216,112	- - 400 200	220/	F0/	20/
Motor Vehicle Rental Tax Interest	4,148,006 579,590	5,409,286 644,651	-23% -10%	5% 99%	3% 71%
Total Revenues	19,325,515	24,569,047	-21%	15%	1%
OBLIGATIONS:					
Administration Fee	(131,221)	(167,471)	-22%		
BONDS PAID:					
Convention Center Bond Payments	(8,108,750)	(7,763,250)			
PCPA Bond Payments	-	-			
Stadium Bond Payments	(1,197,446)	(1,267,409)			
OCC Hotel Bonds	(3,382,636)	(3,369,722)			
VMC Renovation Bonds	-	-			
Portland'5 Renovation Bonds					
Sub-Total Bond Payments	(12,688,831)	(12,400,381)			
Facility & Program Support Allocations					
OCC Operating Support	(1,470,000)	(3,416,857)			
Livability & Safety Supportive Services	(1,775,000)	(779,531)			
Enhanced OCC Marketing Support	(530,000)	(510,069)			
Convention Visitor Public Transit Access	(455,000)	(437,777)			
Visitor Development Fund	(2,500,000)	(1,606,098)			
P'5 Operations Support	(760,000)	(731,098)			
RQ Facilities & City Tourism Support	(590,000)	(566,743)			
Portland Expo Center Operations Support	(575,000)	- 1			
Add'l Livability & Safety Supportive Services	(725,000)	-			
Integrated Tax System Cost Recovery	-	-			
Add'l PCPA Support (Sec 3.3.10.1)	-	-			
Sub-Total Other Payments	(9,380,000)	(8,048,173)			
Total Expenses	(22,200,053)	(20,616,025)			
Net Income (Loss)	(2,874,538)	3,953,022			
Beginning Balance	25,703,620	21,750,598			
Ending Balance	22,829,082	25,703,620			

Notes

1. PCPA Bonds fully redemed-December 2016

FY2021 VFIGA FUNDING STATEMENT

Current FRT Projection *subject to change

Visitor Facilities Trust Account (Fiscal Year 2020-21) Statement of Resources and Obligations

Periods Ending November 30, 2020 and November 30, 2019

	July-Nov 2020	July-Nov 2019	Percent Increase (Decrease)	FYE 2021 Forecast	Percent Increase (Decrease)
RESOURCES:					
Transient Lodging Tax	866,550	5.886.694	-85%	6.471,813	-55%
SSTLTR (OCC Hotel)	799	-		1,075,673	
Motor Vehicle Rental Tax	857,511	2,056,609	-58%	2,696,204	-35%
Interest	137,730	231,185	-40%	251,120	-57%
Total Revenues	1,862,590	8,174,488	-77%	10,494,810	-46%
OBLIGATIONS:					
Administration Fee	(12,074)	(55,603)	-78%	(64,176)	-51%
Administration Fee	(12,014)	(55,005)	-7070	(04,170)	-5170
BONDS PAID:					
Convention Center Bond Payments	(1,602,875)	(1,624,375)		(7,576,563)	-7%
PCPA Bond Payments	-	-		-	
Stadium Bond Payments	(47,527)	(67,995)		(1,123,839)	-6%
OCC Hotel Bonds	(1,416,583)	(1,416,917)		(3,399,800)	1%
VMC Renovation Bonds	-	-		-	
Portland'5 Renovation Bonds		-			
Sub-Total Bond Payments	(3,066,986)	(3,109,286)		(12,100,202)	-5%
Facility & Program Support Allocations				(004 000)	
OCC Operating Support	-	-		(294,000)	-80%
Livability & Safety Supportive Services	-	-		(355,000)	-80%
Enhanced OCC Marketing Support	-	-		(106,000)	-80%
Convention Visitor Public Transit Access	-	-		(91,000)	-80%
Visitor Development Fund	-	-		(500,000)	-80%
P'5 Operations Support	-	-		(152,000)	-80%
RQ Facilities & City Tourism Support	-	-		(118,000)	-80%
Portland Expo Center Operations Support	-	-		(115,000)	-80%
Add'l Livability & Safety Supportive Services	-	-		(145,000)	-80%
Integrated Tax System Cost Recovery	-	-		(46,408)	
Add'l PCPA Support (Sec 3.3.10.1) Sub-Total Other Payments				(1,922,408)	
Total Expenses	(3,079,060)	(3,164,889)		(14,086,786)	-37%
Net Income (Loss)	(1,216,470)	5,009,599		(3,591,976)	25%
Net Income (Loss)	(1,210,470)	5,009,599		(3,391,970)	25%
Beginning Balance	22,829,082	25,703,620		22,829,082	
Ending Balance	21,612,612	30,713,219		19,237,106	-16%

Notes:

*CPI Chg (2nd Half 2019) 2.87%

Prepared by Multnomah County Finance 12/2/2020

^{1.} PCPA Bonds fully redemed-December 2016

^{2.} Facility & Program Support - board approved 80% reduction

^{3.} Revenue forecast was shared at Sept. 11 meeting

FIVE YEARS OUT

Year	Citywide Groups	Contracted Rooms	Attendees	Citywide EIC
2021	27	76,959	78,570	\$58,066,170
2022	29	115,789	72,480	\$86,884,701
2023	32	126,068	84,000	\$94,525,076
2024	13	64,695	32,500	\$42,450,658
2025	7	29,946	12,500	\$16,677,112
Grand Total	108	413,457	280,050	\$298,603,717

^{*} Chart includes all definite citywide groups, regardless of VDF status.

OREGON CONVENTION CENTER BOOKING REVENUE FROM TRAVEL PORTLAND BOOKINGS

					Total Potential
	OCC Revenue		Annuals		Future Business
FY 20/21	\$ 6,886,540	\$	622,699	\$	7,509,239
FY 21/22	\$ 18,706,328	\$	1,321,888	\$	20,028,216
FY 22/23	\$ 23,097,829	\$	1,920,579	\$	25,018,408
FY 23/24	\$ 9,779,978	\$	2,017,035	\$	11,797,013
FY 24/25	\$ 5,433,183	\$	2,219,109	\$	7,652,292
FY 25/26	\$ 1,435,379	\$	2,017,035	\$	3,452,414
FY 26/27	\$ 3,477,409	\$	2,219,109	\$	5,696,518
FY 27/28	\$ -	\$	2,017,035	\$	2,017,035
FY 28/29	\$ 534,267	\$	2,219,109	\$	2,753,376
TOTAL	\$ 69,350,913	\$	16,573,598	\$	85,924,511

MEETINGS AND CONVENTIONS RECOVERY STRATEGY



MEETINGS AND CONVENTIONS RECOVERY STRATEGY

Task Force Members

- Hilton Portland Downtown
- Hyatt Regency Portland
- Multnomah County Health Department
- Oregon Convention Center
- ORLA
- Port of Portland
- Provenance Hotels
- Red Lion Jantzen Beach Hotel
- Tri-Met

Focus Areas

- Oregon Convention Center Re-Opening Plan
- Socially Distanced Meeting Space for Venues and Hotels
- Public Health & Safety Standards for Hotels
- Air Service Flights In/Out of PDX
- Local Transportation

MEETINGS AND CONVENTIONS RECOVERY STRATEGY

Accomplishments:

- OCC Re-Opening Plan & Virtual Studio
- Public Health and Safety Protocols for Portland Hotels
 - o GBAC
- Travel Portland Website/ COVID Resources
- Coordinated Public Health and Safety Plans for PDX and Tri-Met

Next Steps:

- EDA Grant v- Possible Citywide GBAC Certification
- Meeting with Multnomah, Washington and Clackamas County
 - Seeking clarity in Governor's Re-Opening Phases and Gathering Size Limits

WHEN WE MEET AGAIN SALES PROMOTION

Definite Room Nights – 1,645

Tentative Room Nights -5,255

Remember Meetings?

They're like Zoom calls...but in person.
With real, live people.
(Weird, right?)





Meetings—like all the cool stuff at a Portland vintage store—will be coming back in style soon, along with craft breweries, food carts, hand-made goods, art, music, donuts, bikes, hikes, and all the things that make Portland a great place to meet.



Want to have a real meeting in Portland? How about a sweet deal?

Book 25+ rooms on peak night for your event during eligible dates in 2020, 2021 or 2022 and you'll earn up to \$15,000 in room rebates to re-imagine your event when it is safe to meet again!



2020	2021	2022
\$20	\$15	\$10

Rebate per actualized room night



FOCUS GROUPS: MEETINGS PLANNERS AND ASSOCIATION EXECUTIVES

Insights:

- Delegate safety is paramount. Portland is perceived as unsafe, particularly in the near term.
- Portland's story is a powerful one. Let's own it, and tell it.
- The long view: In general, current events won't necessarily prevent planners from considering Portland for events taking place in 2024 and beyond.

Annual Diversity Event





Cupid Alexander City of Portland



Karis Stoudamire-Phillips MERC Commissioner



Bertony Faustin Abbey Creek Vineyard



Mike Phillips Saxophonist



Chaunci King Royalty Spirits, Rex Whiskey, Miru Vodka













- Understand stakeholder desires and aspirations related to the site
- Establish a baseline understanding of the market value of the Expo property
- Identify up to five viable future options that could compliment,
 support or replace the current events center operations
- Evaluate options based on the Project Principles
- Create a decision-making framework to allow Metro Council to assess potential future scenarios, impacts, and prioritize actions







Revised Scope is First Step of Multiple

What is Included

- High level assessment of up to 12 future scenarios
- Stakeholder process to narrow to up to five
- More detailed assessment of five scenarios – form greater clarity on who and how
- Virtual open house
- Presentations to leadership

What is Not Included

- Economic Impacts direct and indirect impacts of different scenarios
- Venue user demographic assessment
- Detailed Community Benefit Opportunities

What is Optional

- Near-term opportunity exploration
- Real estate disposition strategy
- RFP/Q process and advising





Next Steps Could Include

- RFP/Q process to further test potential for options and partnerships
- Sale and reinvest proceeds elsewhere
- Revamped and/or modified venue operations

All options will require continued engagement.





Most Significant Project Challenges

- COVID impacts to trends, public funds & priorities, venue financial situation
- Engagement expanding audience and effort since project inception;
 late start to engagement with Tribes and Indigenous community
- Limited Data on Alternative Venue Operations smaller footprint and/or alternative business models; comparison to "venue" will likely be anecdotal



Engagement Updates

- Aspiration to stay on schedule June presentation to Council
 - Understand this could change
- Engagement with Tribes and urban Indigenous Community
- Offering stipends to participants going forward
 - Acknowledgement of participation
 - \$30,000 from Admin Budget







Key Project Stakeholders

- Metro Council
- MERC
- Community Stakeholders:
 - Venders and Business
 Users of Expo
 - Japanese-American community members
 - African-American community members
 - Tribes and urban
 Indigenous community
 members

Alignment Around 4 Core Principles:

- Honor Historical and Cultural Legacy
- Create Wealth-Building Opportunities for BIPOC (Black, Indigenous, and People of Color Communities)
- Ensure Financial Sustainability
- Maximize Economic Prosperity





Constraints for Multiple Scenarios

- Zoning & Significance of Industrial Lands lack of other large, well-served employment sites in region means City may be reluctant to approve a use not heavy on employment
- Levy and Liquefaction Risk is not ideal for a variety of uses, particularly health, safety, and emergency response
- State Border is a service boundary for most public entities – not central for these users
- Surrounding Context lack of surrounding amenities limits attractiveness for certain users







Constraints for Multiple Scenarios

- Size of Existing Buildings a challenge to fill (absorb) in reasonable timeline for certain uses
- Special Purpose Design of Existing
 Buildings poses adaptative reuse challenges
 for certain use types
- I-5 Bridge Uncertainty site and access impacts; value of site with new bridge and rail connections
- COVID has disrupted trends, constrained public budgets and delayed initiatives; state and federal recovery and funding uncertainty







Four Primary Paths Forward

"Hold vs. Sell Analysis" is an Elemental Question in Real Estate

Key Question: Is the value of the property today worth more than the future value of using the existing property?

Value can be defined in dollars or benefits.

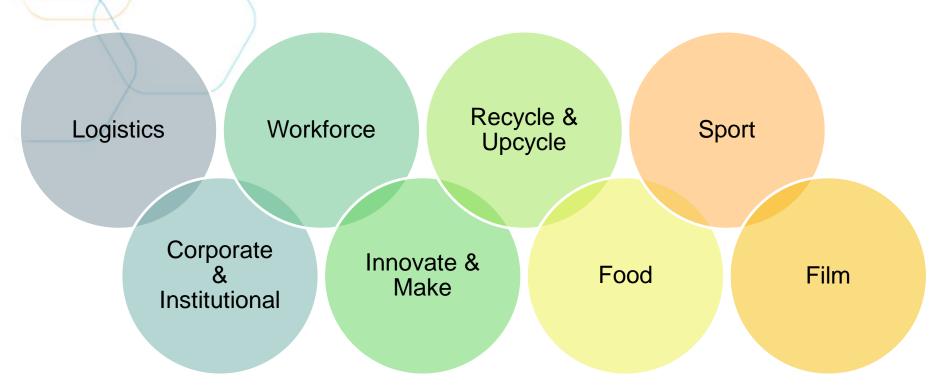
- Each scenario fits within one or more
- Each has strengths and weaknesses
- Each impacts venue operations differently







8 Use-based Scenario Types Explored





INDIGENOUS COMMUNITY AND TRIBAL CONVERSATIONS AND INPUT

Timeline



Purpose to understand historical and cultural significance and update Guiding Principles

ONGOING

Create List of
Future Scenarios
(up to 12)
& draft

Evaluation

Criteria

Refine the List
of Future
Scenarios
(up to 5)
prioritizing by
Evaluation
Criteria &
Guiding
Principles

JANUARY - MARCH

AGENCY & STAKEHOLDER MEETINGS

Purpose to review Future Scenarios and Evaluation Criteria in order to create refined list. Meetings includes DOS Steering Team, MERC, Council and stakeholders and partners.

Analyze
and add
more detail
to the refined
list of Future
Scenarios
(up to 5)

Present final
Future Scenarios to
Metro Council.
Framework will allow
Metro Council to

prioritize next steps.

MAY

JUNE

VIRTUAL OPEN HOUSE

Purpose to review and provide feedback on the final set of Future

Scenarios.

Next Steps



- Agency & Stakeholder Meetings
 - Share Paths & Scenarios
 - Interactive feedback to shape Scenario Refinement
- Detailed Scenario Assessment Short List
 - Who: Identify the specific champions, partners, and tenants would could bring this scenario to fruition – roles and responsibilities
 - How: Identify conditions, models and funding sources that could make this scenario possible

