

Home / Council Documents

457-2024

Report

Accept Portland State University Keller Auditorium Renovation Design Concept report

Accepted

То:	City Council		
	Mike Jordan, Chief Administrative Officer		
From:	Karl Lisle, Spectator Venues Program Manager		
	Lauren Broudy, Spectator Venues Program Coordinator		
Subject:	Accept Portland State University's Design Concept for a New Performing Arts Facility Report (Report; Grant Agreement No. 32003356)		

This Council Item accepts the report from Portland State University for their new performing arts facility proposal.

The current Keller Auditorium has structural and operational issues and solutions are being explored as to how to move forward with the aging facility.

The City is exploring whether to renovate on-site or build anew on a different site.

In September 2023, the Halprin Landscape Conservancy presented their renovation concept for the Keller. They have since updated their concept and submitted their updated report for this Council meeting.

In addition to the renovation concept, Council has also received two conceptual designs from Lloyd Center and Portland State University for a new performing arts facility on their respective sites. In January 2024 (see Ordinance 191606

(https://www.portland.gov/council/documents/ordinance/passed/191606)), two grants were awarded: one to Lloyd Center and one to Portland State University, to develop their design concept reports Council is also accepting today.

Introduced by

Mayor Ted Wheeler

Bureau

Management and Finance

Contact

Karl Lisle Spectator Venues Program Manager

karl.lisle@portlandoregon.gov

<u>503-823-5876</u>

Lauren Broudy Spectator Venues Program Coordinator

Iauren.broudy@portlandoregon.go

J 503-823-6202

Requested Agenda Type Time Certain

Date and Time Information

Requested Council Date May 29, 2024 Requested Start Time 2:00 pm Time Requested 3 hours (3 of 3) Now that three design concepts are in hand, the City will embark on a month-long engagement journey to gather feedback on all three designs, including the renovation on site and two new build scenarios on new sites. Engagement will include targeted stakeholder outreach as well as the collection of public input. Up to date projection information is available on the project webpage: www.portland.gov/keller (http://www.portland.gov/keller).

Results of the June engagement efforts are targeted to be shared with Council at the July 31, 2024 City Council meeting.

Documents and Exhibits

Portland State University Design Concept Report14.36 MB(https://www.portland.gov/sites/default/files/council-
documents/2024/psu-arts-venue-report-may-8-compressed.pdf)14.36 MB

Impact Statement

Purpose of Proposed Legislation and Background Information

This report from Portland State University captures their work with Bora Architects and a larger consultant team for a new performing arts facility proposal.

The Keller Auditorium is known as the workhorse of the Portland'5 Centers for the Arts venues, hosting nearly 400,000 guests each year and providing the only stage in the region capable of hosting large-scale theatrical performances such as Broadway productions, ballet, operas and more.

While the Portland State University report details one design concept option for a new performing arts facility, there are two additional options to consider, including another new facility on a different site and a renovation on site. The biggest hurdle that a Keller renovation faces is figuring out how to generate revenue and preserve jobs and economic benefits if the Keller were to close for 19+ months during renovation.

Background Information

After the Keller Auditorium was added to the City's list of unreinforced masonry (URM) buildings in 2016, work began to investigate the seismic stability of the facility.

In March 2020, the Keller Seismic Analysis Summary Report was completed, which outlined the structural deficiencies of the Keller and laid out potential options to consider moving forward:

- Limited building renovation addressing seismic upgrades;
- Major building renovation including new additions;
- Building a new facility on the existing site or an alternative site.

6/3/24, 8:48 AM

457-2024 | Portland.gov

In 2017, a private design competition was held to explore what a large-scale renovation might look like. In 2022, neighboring property owners and design professionals joined the Halprin Landscape Conservancy to further develop a design concept for the space. HLC's private funding was matched by \$200,000 of public funding from each the City and Metro.

In 2023, HLC came up with a large-scale renovation design for the existing facility. During this period, the City began a tangential effort to explore what building a new facility might look like on an alternate site.

Eight sites were submitted by proposers to accommodate a new performing arts facility across Portland. After an evaluation process that included staff from Mayor Wheeler's Office, Commissioner Ryan's Office, the Office of Management and Finance, the Bureau of Planning and Sustainability, Prosper Portland and Metro, two sites were selected to explore design concepts: Lloyd Center and Portland State University.

Over the span of five months, with \$50,000 grant agreements from the City and the help of a cost consultant retained by Metro, Lloyd Center and Portland State University worked with their own architects and theater designers to develop more detailed designs that test the feasibility of their sites.

All three options would address the deficiencies of the current Keller Auditorium and give the City and region a greatly improved performance venue capable of serving the City for another one-hundred years.

The City worked with Metro and the proposers to produce a cost analysis from Venue Consultants, a firm that specializes in analyzing costs specific to renovating and constructing performing arts venues. The results of Venue Consultants' analysis will be shared during the staff introduction to today's presentations and be made available to the public as soon as feasible.

In addition to the cost analysis, the City also worked with Crossroads Consulting, a firm that specializes in economic impact analysis of major venues, to understand the economic impacts of the Keller and of a potential closure of the facility. The results of this analysis will be shared during the staff introduction to today's presentations and be made available to the public as soon as feasible.

The goal of today's presentations and reports is to introduce the City Council and community to the three alternative visions for Keller's next act. No decisions are requested.

The draft timeline and engagement schedule includes:

MAY - Multimedia Engagement

- Media interviews with Greg Phillips, CSTAR Development, an experienced performing arts advisor/consultant on behalf of the City of Portland and Robyn Williams, Executive Director of Portland'5 Centers for the Arts, Metro
- All available web and social media channels

Partnership with Metro to co-promote engagement

JUNE - Online Public Input Form and Targeted Stakeholder Engagement Focus Groups

- Labor Unions
- Arts Organizations (all P'5 users)
- P'5 Staff
- MERC
- Non-profit Area Theaters
- Travel Portland and Metro Chamber
- P'5 Adult Council
- P'5 Youth Council
- Independent Venues Coalition

JULY - Results and Data Analyzed

 Analysis and Summary Report targeted for July 31, 2024 City Council Meeting

Financial and Budgetary Impacts

The City Spectator Venues and Visitor Activities Fund provided one grant of \$200,000 to the Halprin Landscape Conservancy to further develop the Keller Auditorium renovation concept.

The City Spectator Venues and Visitor Activities Fund provided two grant agreements each totaling \$50,000: one to Lloyd Center and one to Portland State University for their design work for their sites.

The City Spectator Venues and Visitor Activities Fund paid for a facilitator to oversee conversations between Lloyd Center and Portland State University and the current users of the Keller Auditorium.

Metro paid for a universal cost analysis, that examines both HLC's renovation design of the existing Keller, Lloyd Center's new design for a facility on their site and Portland State University's new design for a facility on their site.

The City Spectator Venues and Visitor Activities Fund paid for an economic impact analysis that targeted the Keller's impact in the metro region as well as how a closure of the Keller would impact the economy.

Both the City and Metro will contribute efforts toward the public outreach campaign following the Council presentations on May 29.

Community Impacts and Community Involvement

In March, the City hired a communications consultant, In Common Agency, to support and expand communication efforts regarding the project. The City's website has been up to date: www.portland.gov/keller (http://www.portland.gov/keller (www.portland.gov/keller (www.portland.gov/keller (http://www.portland.gov/keller (http://www.portland.gov/keller (<a href="http://www.portland.gov/keller"

distributed at Portland'5 venues, directing interested parties to visit the project website for the most up to date information.

The monthly City Arts Newsletter has also been featuring project updates and as part of design concept development, current users of the Keller (e.g., Broadway Across America, Oregon Ballet Theatre and Oregon Symphony) were briefed and interviewed to inform site designs and project needs.

The City will post the three reports to the Council agenda for public consumption.

Once a broader engagement platform launches in June (see draft engagement table), more expansive community engagement will take place through targeted stakeholder engagement and public input solicitation.

The City will continue to post project updates to the Spectator Venues Program website as well as to social media.

100% Renewable Goal

Both the renovation design and the new facility designs will center on green and sustainable design. All three options will improve outputs when compared with the current, outdated facility.

In any scenario, the City's Green Building Policy and Metro's Sustainable Building & Sites policy will be incorporated into any future design.

Budget Office Financial Impact Analysis

his ordinance and two others below (Portland State University and Halprin Landscape Conservancy Design Concept reports) pertain to the City's exploration of whether to renovate Keller Auditorium on-site or build anew on a different site. The City Spectator Venues and Visitor Activities Fund provided one grant of \$200,000 to the Halprin Landscape Conservancy to further develop the Keller Auditorium renovation concept. The fund also provided two grant agreements each totaling \$50,000: one to Lloyd Center and one to Portland State University for their design work for their sites. In addition, the fund paid for a facilitator to oversee conversations between Lloyd Center and Portland State University and the current users of the Keller Auditorium. Metro paid for a universal cost analysis, that examines both HLC's renovation design of the existing Keller, Lloyd Center's new design for a facility on their site and Portland State University's new design for a facility on their site. The City Spectator Venues and Visitor Activities Fund paid for an economic impact analysis that targeted the Keller's impact in the metro region as well as how a closure of the Keller would impact the economy. Both the City and Metro will contribute efforts toward the public outreach campaign following the Council presentations on May 29.

Document History

Item 457 Time Certain in <u>May 29-30, 2024 Council Agenda</u> (https://www.portland.gov/council/agenda/2024/5/29)

(City Council)

Accepted

Motion to accept the report: Moved by Gonzalez and seconded by Ryan.

Commissioner Dan Ryan Yea

Commissioner Rene Gonzalez Yea

Commissioner Mingus Mapps Yea

Commissioner Carmen Rubio Yea

Mayor Ted Wheeler Absent

MAY 8, 2024 Final Report

PORTLAND PERFORMING ARTS -+ CULTURE CENTER

Portland State

TABLE OF CONTENTS

As identified as expected activities in "Exhibit A: Program Scope of Work" of the Grant Agreement between the City of Portland and Portland State University (PSU), the following report summarizes findings and conclusions for the conceptual relocation, design, financing and construction of a 3,000 seat performing arts venue as proposed by PSU (see Appendix).

MESSAGE FROM PSU PRESIDENT ANN CUDD	2
EXECUTIVE SUMMARY	3
SITE + PROGRAM EVALUATION	6
Review of Pre-existing Work and Outreach Summary	
SITE DUE DILIGENCE	11
Existing Conditions Review	
CONCEPTUAL DESIGN	16
Design Elements	
Sustainability Approach	
Local Permitting	
Park and Public Street Infrastructure	
Parking	
COSTS + PARTNERSHIP STRUCTURE	28
Costs	
PSU/City Partnership Experience	
Commerical Condomenium Partnership Structure	
Co-development Opportunities	
Reignition of Lodging & Conferencing Investment	
PRELIMINARY PROJECT SCHEDULE	34
ACKNOWLEDGEMENTS	36
APPENDIX	37



MESSAGE FROM PSU PRESIDENT ANN CUDD



DEAR PORTLAND,

We believe Portland can do big things.

I am thrilled to present Portland State University's proposal to remake Portland's largest arts venue into something that expresses the limitless possibilities this city deserves. Portland State and Portland are inextricably linked, and PSU seeks every opportunity to serve as a force in downtown's revitalization.

We know the COVID-19 pandemic changed everything for American cities, and tomorrow's most vibrant cities will be places for arts, culture, innovation and education. PSU sees that future every day on our 44-acre downtown campus, where the most diverse student body in Oregon converges with the greater Portland community to learn, live, work and play.

When the City of Portland asked us to submit an alternative proposal for rebuilding the Keller Auditorium in place, we were honored to answer that call. Our proposal will keep Oregon's premier performance venue downtown and help spark a renaissance for downtown Portland.

While living in Pittsburgh and Boston earlier in my career, I watched struggling cities find new life with the help of their namesake urban universities. I know Portland can have a similar cultural, creative and educational resurgence if we work together to foster a culturally vibrant central city.

This future-forward proposal is a powerful reminder that *Let Knowledge Serve The City* is more than PSU's motto. It's what we do every day.

Sincerely,

2 Cul

Dr. Ann Cudd President, Portland State University

EXECUTIVE SUMMARY

CREATING A DESTINATION-WORTHY DOWNTOWN

When Portland's Central City Task Force recently examined Portland's value proposition for local and regional visitors, they noted that the city's downtown core did not rank highly as a destination because it was originally built for office workers. The task force called for investment in a destination-worthy downtown with vibrant cultural amenities.

Portland State University's proposal describes an exciting, multi-use arts and culture complex that can spark development in the downtown core, bring the widest range of shows to Portland, support Oregon's diverse arts organizations, help foster cultural equity, enhance regional arts education, showcase sustainable building practices, and leverage our city's bustling urban university.

This once-in-a-generation opportunity is possible because PSU owns the largest piece of developable property in downtown Portland, a site four times larger than the existing Keller Auditorium's one block footprint.



"This project represents bigger thinking than renovating the current Keller. It will activate the front of our city and create a catalyst for investment in our downtown core."

ANDREW COLAS CEO, COLAS CONSTRUCTION

EXECUTIVE SUMMARY

PSU's high-impact proposal to build the Portland Arts + Culture Center features:

- A 4.25 acre site on Southwest Lincoln Street in downtown Portland six blocks from the current Keller along the Halprin Open Space Sequence, a series of historically and architecturally significant fountains and pedestrian walkways.
- A 3,000-seat auditorium with superior load-in and loadout capacity to accommodate the largest scale Broadway shows of today and tomorrow.
- A second 1,200-seat auditorium to fill a critical gap in Portland's performing arts ecosystem.
- A 150-room on site hotel to activate the complex at all times, not just during showtimes.
- × Up to 18,000 square feet of conference space to provide the downtown conference facilities that Portland needs.
- × Additional educational space to support PSU's academic programs and connect to its arts and culture resources.
- Up to 40,000 square feet of office space for nonprofits and arts organizations to establish residency and collaborate.
- × A full-service restaurant, bar, terrace, plaza and flexible spaces to serve patrons and to enliven downtown.
- × A leading-edge, climate-resilient design utilizing mass timber and the latest in sustainable technology.
- Between 500 and 740 on-site underground parking spaces, and proximity to more than 1,640 spaces within 5 blocks– with direct access to alternative transportation options, including Max, bus lines, Streetcar, and secure bike parking.

KEY ADVANTAGES

Keeping the Arts Active and Growing in Portland

PSU's solution keeps the Keller Auditorium open during construction of the new venue so that performances aren't disrupted or arts organizations impacted. For those organizations that perform out of the Keller, a multi-year closure would be more than a financial loss. It would mean the loss of talent, audiences and donors. Some have likened that hardship to enduring a second pandemic-like closure.

Meanwhile, the much larger PSU site will provide enough room for two performance halls, resetting the table for Portland's broader arts ecosystem. The 3,000-seat auditorium can accommodate the largest-scale Broadway shows now and into the future; the 1,200-seat auditorium will fill an identified gap among the region's available venues, enabling a more diverse array of performances.

Centering Inclusive Design and Cultural Equity

At PSU, equity and access are core values. The project team has reached out to hundreds of stakeholders and community leaders to gather input toward the goal of fostering cultural equity through the design and operations of the new arts center. The 1,200 person venue, in particular, has strong potential to enable a wider range of performances that could serve multi-generational, lowincome and BIPOC patrons.

In addition, PSU's innovative, equity-focused design process is a national model recognized by the City of Portland. It seeks to give a meaningful voice to stakeholders with diverse lived experiences, compensating them for their time and expertise.

Sparking A Downtown Transformation

PSU's proposal keeps Oregon's premier performing arts venue downtown. The proposal has been conceived to activate the site 24 hours a day, 7 days a week, 365 days a year — bringing patrons and visitors downtown to see shows, engage in cultural activities, and experience the city in a positive way. Associated spending will benefit businesses large and small, creating jobs and generating new tax revenues to support city services.

Importantly, there are more than seven acres of developable space around the PSU site, offering exceptional development opportunities, including the possibility of redeveloping the existing Keller site to provide additional benefit to the city. A series of linked public amenities to include the proposed Portland Arts + Culture Center and a redeveloped Keller Auditorium connected by the fountains and open spaces of an activated Halprin Open Space Sequence would offer residents and visitors a significant cluster of attractions in the downtown core.

Fostering Arts Education and Collaboration

PSU's plan includes classrooms, rehearsal rooms, community spaces, and a second 1,200-seat auditorium that students across Oregon could use for a variety of performances. PSU's stellar academic programs in music, theater and opera would benefit significantly from these on-campus resources to enhance educational and preprofessional opportunities.

The new center would also provide partnership opportunities for the local arts community to establish on-site space to work, rehearse, educate and perform — all at one location. This will foster educational collaborations to inspire the young people who will be tomorrow's artists, performers and theater goers.

EXECUTIVE SUMMARY



"The way we can create a brand new arts center on the PSU site will allow us to do things that just are not possible with the exsisiting facility."

MICHAEL TINGLEY PRINCIPAL, BORA ARCHITECTS

Committing to Climate-Forward Construction

PSU is strongly committed to prioritizing climate forward design and construction for a landmark building that will showcase Portland's sustainability ethos. The university will seek LEED certification for the venue at either the gold or platinum level, with strategies including use of mass timber and locally sourced materials, solar power, low-carbon technology, and clean energy innovations.

Bringing Developer Expertise and Multiple Funding Sources

A visionary, multi-use center comes with a higher price tag, but will also attract and leverage greater investment from a variety of sources, including outside private investors, Prosper Portland and philanthropists, making a higher-impact project feasible at a similar cost to the City of Portland, which will only fund the large auditorium. PSU serving as this project's developer and the inclusion of academic spaces in the scope of the project means additional funding can be sought from state bond dollars.

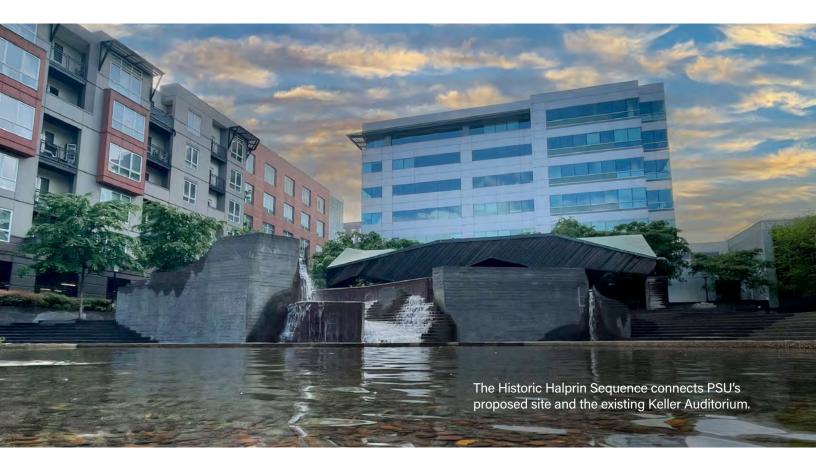
PSU is also the central city's most experienced capital development partner. In a little over a decade, the university has constructed or renovated seven projects totaling some 1.5 million square feet of academic and retail space.

Seizing Portland's Creativity Opportunity

Portland and Portland State's futures are linked in a manner that goes beyond the vibrancy of downtown. Portland is one of the world's most creativity prolific cities, and its signature creative industries are vital to the region's brand and economy. PSU believes that diversity of thought and lived experience is the best fuel for creativity — and for the creative innovation that will power our region's overall economic and cultural growth. The university sees significant value in driving forward this opportunity to enhance the arts and arts education, to strengthen the university's role as an anchor institution for downtown Portland, and to serve the greater good.



 This section presents a review of pre-existing site reports and summary of input provided during more than 125 listening sessions with individuals from arts and culture organizations as well as venue operators, community members and elected officials.



Review of Pre-existing Work and Outreach Summary

PSU and its consultants have thoroughly reviewed reports documenting the pre-existing site and improvement analysis conducted on the Keller Auditorium, including the following:

- LMN Architecture Urban Design Interiors, Keller Auditorium Renovation Study, 2018
- Keller Auditorium, Seismic Analysis Summary, 2020 (see Appendix)
- A Keller Renaissance: Final Report, Keller Auditorium Feasibility Study, 2023

As part of this review, PSU has analyzed what is possible within the footprint of the rebuild-in-place option, the ideal program proposed in the LMN study, in comparison to what will be possible at the proposed PSU site (see PSU / Keller Program Comparison on next page and *"Full Program Comparison with LMN and Keller" in Appendix*).

Concurrent to the review of the pre-existing work documentation, PSU held more than 125 listening sessions with individuals from arts and culture organizations, venue operators, community members and elected officials. The needs and vision expressed throughout those sessions informed conceptual design of PSU's proposed performing arts venue and its development as a destination of regional significance for downtown Portland.

PSU / KELLER PROGRAM COMPARISON

	LMN Recommended Program (2,800 Seats)	Keller Renovation (2,800 Seats)	PSU Proposal (3000 seats)
	Net SF	Net SF	Net SF
PUBLIC SPACES			
Lobby	25,290	30,605	32,804
Orchestra Main Foyer	10500	6700	17000
Box Foyer & SLL	-	2000	
First Balcony Foyer	5250	11425	7185
Second Balcony Foyer	5240	9320	6000
	25,290	30,605	32,804
Lobby Support	8,030	7,630	8,344
Box Office	400	700	790
Coat Room	470	-	450
Concessions (Multiple Levels)	500	700	2,189
Restrooms - Women	3480	1880	*
Restrooms - Men	2480	1250	*
Restrooms - Gender Neutral	300	3100	4,800
	8,030	7,630	8,344
	·		
Reception Area	3,700	3,250	3,775
Donor's Room	2200	2200	2200
Catering	375	450	625
Reception/Press Room	400	600	300
Kitchen	1560	400	1600
Café (including café support)	2330		2500
Critic Rooms	300	620	300
	3,700	3,250	3,775
A. #A			
Staff Support Areas	2,350	500	3,976

provided with hotel provided with hotel

PERFORMANCE SPACES

Auditorium	30,000	21,950	30,000
Orchestra/Parterre	13300	11500	13500
In-House Mix Storage	200	200	200
Boxes	3000	2500	3000
First Balcony	6750	3330	6000
Second Balcony	6750	4420	7300
	30,000	21,950	30,000

Stage Spaces + Load In	16,140	10,640	18,495

SUPPORT SPACES			
Stage Support Spaces	3,400	3,850	3,670
Performer Support	17,940	16,110	22,594
Workshops	3,250	3,090	5,726
Building Services	3,350	1,920	2,673
Administration	2,200	1,900	4,440
TOTAL NET SF	115,650	101,445	136,497

Listening sessions were organized around two lines of general inquiry. The first elicited the viewpoints and concerns of users, operators and patrons related to the physical and operational capabilities of the Keller Auditorium. The second offered users, operators and patrons the opportunity to dream big about what a new state-of-the-art performing arts center could look like, and how it could serve our community today and into the future.

Key Themes and Concerns Expressed During Outreach:

- Consistently, significant concerns were voiced about the closing of the Keller in order to rebuild it in place. The consensus that emerged was that closure of the Keller for two to three seasons could be devastating to the local arts community, especially so soon after the pandemic. Specific concerns included:
 - Loss of direct revenues earned through ticket and merchandise sales.
 - A negative impact on talent recruitment and retention for local arts companies.
 - An interruption of donor relationships.
 - A significant disruption in audience habits, with ticket subscriptions just now returning to pre-pandemic levels after two years of building back.
- A closure for two or three seasons poses a significant economic loss for Portland. Broadway Across America presentations alone bring more than \$40 million a year in economic impact to the city.
- The current Keller is not seismically resilient.
- The current acoustical capabilities at the Keller were mentioned in nearly every meeting with venue users. Sound quality was an issue for performers and attendees alike.
- The loading dock is not appropriately sized, limited to only two bays, overly steep and its use impedes traffic. It is in no way adequate to the needs of modern Broadway touring shows that can require in excess of 20 semi trucks of staging, props and equipment.
- The lack of load in/out capabilities and efficiency significantly limits event scheduling. Even when the building is fully subscribed, it is dark more than 200 days a year.
- Public lobbies at the orchestra and balcony levels are undersized, without adequate space for accessibility, merchandising or concessions, and constrict the movement and enjoyment of theater-goers.
- The facility lacks a commercial kitchen.
- Dressing rooms, storage and other backstage spaces are limited, cramped and difficult to navigate for performers and backstage workers.
- The quantity of restrooms is inadequate, and the quality of restroom fixtures are obsolete and insufficient to meet the needs and capacity of the auditorium.
- The current Keller was last renovated more than 50 years ago and is now outdated and unsuited to today's needs.
- The current Keller size simply does not have the space needed to accommodate future performances for Broadway Across America or other large commercial presentations.
- The orchestra pit does not meet modern standards for size, exiting, or the mechanization of the lifts.
- There is a lack of ADA accessibility throughout the venue and the steep slope of the seating bowl is a significant ADA accessibility concern.
- More than 200 seats in the Keller have obstructed views.

- The Keller is not close to mass transit options such as TriMet.
- The facility feels cold and uninviting.

Findings:

Rebuilding the Keller on the current site would pose severe direct impacts to the performing arts community and the downtown Portland economy.

The current Keller Auditorium poses numerous challenges, including compromised front and back of house support areas, fewer than 3,000 seats (as requested by Broadway Across America), and limited loading dock options. These challenges represent a diminished experience for patrons, users and operators of the facility.

Key Opportunities Expressed for Constructing a New Venue at a New Site:

- Meeting the need for an expanded and improved front-of-house space to better facilitate patron experience and revenue generation, including:
 - more and better space for pre-function activities
 - more and better space for dining and concessions
 - more and better space for merchandising opportunities
 - more restrooms
- Meeting the need for expanded and improved back-of-house space to better support cast and crew:
 - expanded rehearsal spaces
 - roomier dressing rooms
 - artist wellness spaces
 - better storage and efficient circulation
 - management and operations office spaces
 - enhanced loading for at least three semi trucks
- Meeting the need for enhanced infrastructure and technology for current and future arts programing and presentations:

- future flexible stage grid and storage needed to host current and future Broadway line up shows, such as the upcoming "Harry Potter"

- a tuneable space that provides better acoustic performance and better audience experience

- state-of-the-art sound and lighting technology
- Establishing a minimum of 3,000 "good seats" that are needed for Broadway Across America shows.
- Meeting the need for a 1,200-seat venue in the Portland market.
- Enhancing the food and beverage experience for patrons with an on-site commercial kitchen.
- Providing more convenient access to mass transit options including streetcar, bus and light rail.
- Partnership opportunities for the local arts community to establish on-site space to work, rehearse, educate and perform all at one location.

- The opportunity to attract new audiences, including multi-generational, low-income and BIPOC patrons.
- The ability to continue shows at the Keller while a new center is being built, providing stability to arts organizations, performers, costume designers, makeup artists, backstage workers and others.
- The opportunity to have a space that can be activated 365 days a year.
- The opportunity to create a dynamic space that fosters and showcases creativity, innovation and inclusivity.
- The venue can serve as a performance platform and a hub for artistic collaboration, education and community engagement.

Findings:

Rebuilding the Keller on the current one-acre site cannot accommodate the space and infrastructure required to meet the current and future needs of patrons, users and operators as recommended to PSU during our community engagement. To meet the true space needs for a 3,000 seat venue, close to three acres is required.

The 4.25 acres available at PSU's proposed site can accommodate the space and infrastructure required to meet the current and future needs of patrons, users and operators as recommended to PSU during community engagement. (See 'Memo, Theater Projects' in Appendix for more information on what is possible building a new venue.)



* This section outlines current conditions on the proposed site, reviews geotechnical and environmental factors, and discusses zoning, land use and permitting.



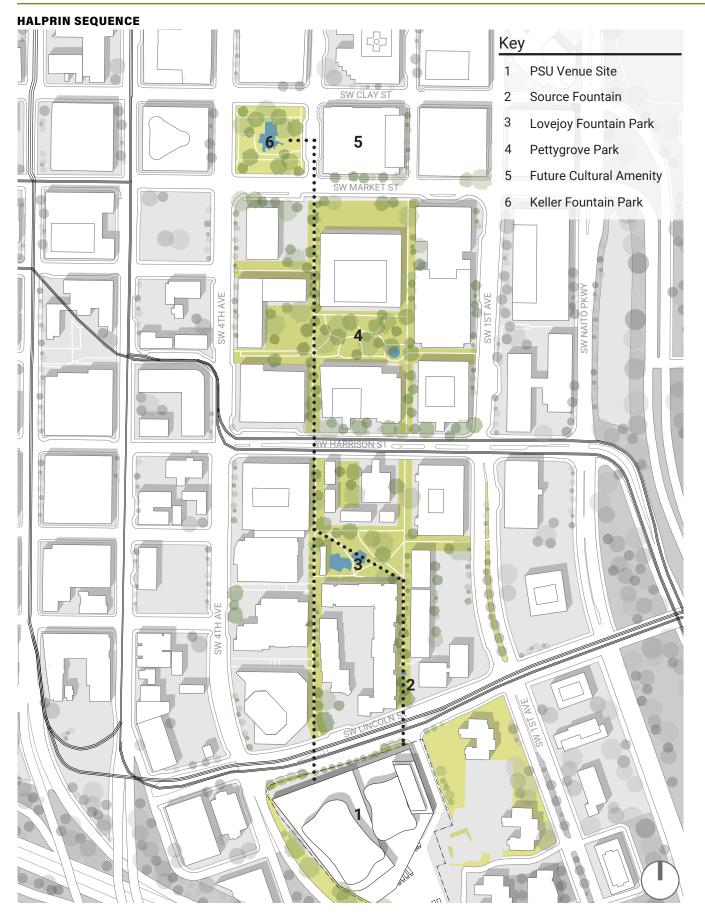
Existing Conditions Review

Neighborhood Context

The site proposed for the Portland Performing Arts + Culture Center sits on a prominent corner on the southern edge of the Central City Downtown District. At 4.25 acres, it is one of the largest parcels of land available for redevelopment in the central city. It occupies a prominent location at a gateway entrance to downtown with immediate proximity to every form of transit in the city. The site is currently home to the University Place Hotel, a three-story building, as well as a smaller single-story structure housing a pet daycare facility. Both of these buildings are more than 50 years old and represent an underutilization of this property. The existing buildings will be demolished to provide an empty site for the project.

The proposed site is located at 310-330 SW Lincoln at the south end of the PSU campus and within Portland's Central City. The site is generally level with a slight slope to the east. The site is bordered by SW Lincoln Street to the north, the American Plaza Condominium Towers and Portland Center Park to the east, I-405 to the south and the I-405 4th Ave exit ramp and 4th Ave to the west. A MAX Orange Line stop is directly adjacent to the site on SW Lincoln Street, as are numerous bus stops. The Halprin Landscape Sequence begins across Lincoln Street on what would be SW 2nd and SW 3rd Avenues. The Halprin Sequence continues for six blocks to terminate at the Ira Keller Fountain and the existing Keller Auditorium.

The surrounding development is a mix of office and residential with numerous redevelopment opportunities. These include the aforementioned American Plaza Condominium Towers, which



range from 12 to 18 stories and, directly across Lincoln Street, a 10 story office tower, apartment buildings and a mostly vacant strip mall. To the west across 4th Avenue, there is a six story office tower and to the northwest a vacant half block and PSU's current art building, which could be redeveloped when a new home for the university's School of Art, Art History + Design opens in a different location in 2026.

The neighborhood includes the Portland State University campus, 44 acres of mixed use academic, retail and office buildings as well as student housing centered on the South Park Blocks. In addition, there are a mix of private office buildings and housing buildings in the South Downtown/University District which is generally defined as SW Market Street to the north, I-405 to the south and west, and the Willamette River to the east.

The neighborhood surrounding and including the site was the location of Portland's first urban renewal district, which resulted in demolition of the old Portland neighborhood beginning in the late 1950s. Before urban renewal, the area was home to a mix of residential, commercial and civic uses dating back to the 1870s, and many residents were of Italian and Jewish descent. After the clearing of the neighborhood, many parcels were consolidated to create the larger "super block" development that exists today throughout much of the area.

Finding:

The size and scale of the proposed project is compatible with surrounding neighborhood uses and buildings. The ongoing use of the site as a super block fits the existing neighborhood block structure. There is enough site area to meet zoning requirements while emphasizing the Halprin Sequence.

Geotechnical and Environmental Review

PSU purchased the current University Place Hotel site in 2004 with the intention of keeping the site as a landbank for future development opportunities. Since the purchase, the university has continued to run the hotel and convention space as a PSU branded facility. In 2023 PSU purchased the 330 SW Lincoln Street property currently occupied by the "Ruff House" as a retail tenant. PSU now has full ownership control of the 4.25-acre site. The site exceeds the two-acre size minimum established as a respondent requirement in the City of Portland's initial Request for Expression of Interest (RFEI).

Given the finite budget provided by the City of Portland, a new geotechnical site report was not completed. However, prior to the purchase of the site in 2003, PSU commissioned a geotechnical site report from GeoDesign (now NV5). The report was based on a hypothetical development that included two levels of underground parking, up to six new buildings with some being up to 10 stories. The report indicated that no atypical geotechnical conditions were observed and that the hypothetical development would be possible to construct.

In addition to the geotechnical report, a Phase 1 Environmental Assessment was also conducted in 2003 by GeoDesign. The report indicated that a leaking tank was removed in 1996

and DEQ issued a No Further Action letter in 2002. However, diesel-impacted soil remains underneath the site, and the impacted solid will need to be removed. In addition, asbestos-containing material is present in good-to-fair condition and will require abatement. Since 2004 PSU has operated the University Place Hotel in an environmentally responsible manner and has not discovered any additional environmental issues during routine maintenance and construction projects.

PSU maintains a current inventory of areas within the University Place Hotel containing asbestos and those areas that have been remediated.

During the purchase process for 330 SW Lincoln, PSU commissioned a Phase 1 Environmental Assessment from SECA. This assessment revealed no evidence of recognized environmental conditions, controlled recognized environmental conditions or potential concerns in connection with the property.

Based on a scan of Portlandmaps.com there are no known or identified natural resource constraints on the site.

Finding:

There are no identified geotechnical, hazardous materials or environmental issues preventing development or adding significant costs to development of the site. Before construction can begin, updated geotechnical work will need to occur to fully understand the building site, but this is common on all types of development. Asbestos Containing Materials are present in the existing structure and will need to be remediated during demolition.

Zoning, Land Use and Permitting Review

The University Place Hotel site is within the University/South Downtown Sub-District of the Central City Plan District. The site is also located in the South Auditorium Plan District (SA). The SA protects the unique character of the former South Auditorium Urban Renewal District. The district is an award-winning development, with its high-rise buildings, generous setbacks and landscaping, numerous plazas and fountains, and elaborate pedestrian walkway system. Maintenance of this character is achieved by requiring additional landscaping, preserving existing trees, screening rooftop equipment, and regulating the type, number and size of signs visible to the area.

The University Place Hotel site is zoned Central Commercial with a design overlay (CXd). The CX zone is a high-density commercial zone intended for development within Portland's most urban and intense areas. The CX zone allows for intense development with high building coverage and large buildings placed close together. Development is intended to be pedestrian oriented with a strong emphasis on a safe and attractive streetscape. Major Event Entertainment is an allowed use within the CX zone, as is commercial structured parking, hotels and colleges. The site has a 150 foot base height limit and floor area ratio (FAR) of 6 to 1 allowing up to 1.1 million square feet of development on the site. The South Auditorium Plan

District requires additional landscaping along Lincoln Street but given the depth of the site, this appears achievable.

The site is located on SW Lincoln Street, which is designated as a major transit priority street and thus poses some transportation planning challenges. SW Lincoln is also designated a City Bikeway and SW 4th is designated a Major City Bikeway. Both streets are designated Major City Walkways.

The site is located on the Green Loop and will require improvements to facilitate the completion of this innovative bicycle/pedestrian initiative. The site is currently graded for a pedestrian/bicycle path along the western and southern edge of the property so completing these improvements should be fairly straightforward.

The site is identified as requiring a view corridor analysis; however, given the location of the analysis and the relatively low height of much of the proposed development, there is no anticipated view impact.

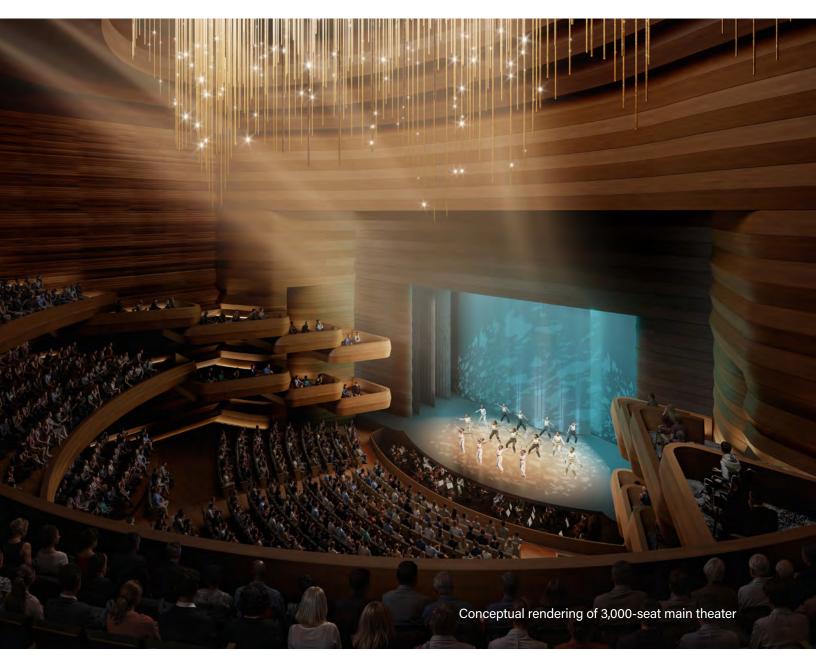
Ground floor active use is required for the Lincoln Street frontage. The proposed concept includes an outdoor plaza and the main entrance to the performing arts venue on Lincoln, so this requirement will be met.

A Good Neighbor Agreement may be required for the proposed project and provides an opportunity to consider the impacts of a Major Event Entertainment use on nearby residents and businesses. The agreement requires approval by the City Council before a building permit is issued for the site. In addition a Comprehensive Transportation Management Plan may also be required and would require approval by the City Council.

Finding:

The zoning and comprehensive plan designation both support the proposed development as an allowed use, and the proposed program fits within the height and FAR limits. (See "Zoning Analysis, Bora Architects" in Appendix for additional zoning information).

× This section describes the building's major design elements and sustainability approach as well as permitting, public infrastructure and parking.

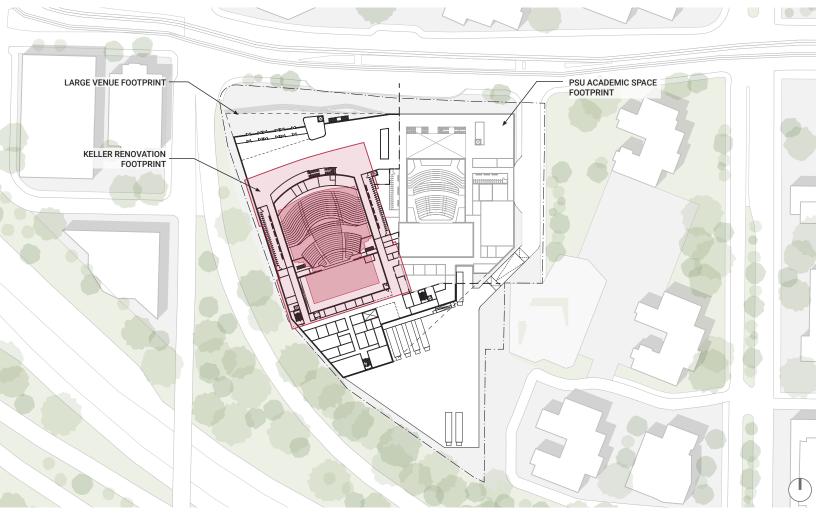


The PSU team has carefully analyzed the capabilities of the 4.25-acre site. This analysis shows that the site can easily accommodate the program requirements found in the City's RFEI (see *"New Performing Arts Center Request for Expression of Interest, City of Portland" in Appendix*). The complete program, described in detail below, includes 424,000 gross square feet of total building on the site. The program includes a 3,000-seat performing arts venue with all supporting spaces (214,000 gross square feet), a 1,200-seat performing arts venue and supporting spaces (90,000 gross square feet), a 150-room hotel with conference facilities (120,000 gross square feet) and up to 740 below grade parking spaces. The site also has room to accommodate six loading bays and some at-grade parking. There is also the possibility to include additional space for an arts organization to have their office and studio space on site — potentially up to 40,000 square feet.

RENDERED BUILDING SECTION



KELLER RENOVATION OVERLAY ON NEW ARTS CENTER



Design Elements

The program of spaces planned for PSU's proposed Performing Arts + Culture Center will provide a rich collection of spaces that support the arts and the community while enhancing Portland's urban vitality.

The site for the proposed new center along SW Lincoln Ave anchors the southern end of the Halprin sequence of signature outdoor spaces, creating a destination that will directly connect to the new public amenity that emerges on the current site of the Keller adjacent to the Keller Fountain. The new performing arts center will provide a vibrant destination that draws people throughout the day, throughout the week and throughout the year. It will energize the Halprin Sequence with activity in a way that Portland has never before experienced.

Beyond a signature new home for the performing arts, the Portland Center for Arts + Culture will include an academic and conference center as well as a hotel, filling the complex with educational, social and business activities.

Importantly, the two theater complex will include a state-of-the-art service yard and loading bays for up to six semi trucks, allowing it to host more than twice as many performances annually as can be accommodated in a rebuilt Keller. This translates into significant economic impact. With more than 400,000 gross square feet of above-grade building, the combination of uses in the proposed new center will make it a vibrant and active environment that will help revitalize the south end of the downtown Business District, sparking additional investment and redevelopment of currently underutilized sites nearby.

Outdoor Arrival Plaza

Located along Lincoln Street with its adjacent MAX Line and TriMet bus transit station, the arrival plaza provides an outdoor space for gathering at the front door of the building. The building is set back from the street frontage to create a drop-off zone for cars and buses, providing a space for arrival as well as a green landscaped terminus for the Halprin Sequence with trees, plantings and multiple places to sit and wait for a ride or meet a friend. The design of the new center provides covered sheltering space along this frontage to greet audiences, students, tourists and patrons coming to a performance, conference or class.

Lobby and Public Amenities

Accessing the building from the arrival plaza, patrons enter a soaring, three-level lobby utilizing locally sourced mass timber for the structure to create the feeling of stepping into an Oregon coastal forest. With skylights, interior planters and greenery, the entry lobby will feature ever changing patterns of dappled light that evokes the feeling of moving through a forest. Visible from the arrival plaza and street, the lobby will be a glowing beacon and shared gathering space that serves both theaters and the rehearsal halls within the complex. The facility integrates concessions, merchandise sales, catering support and audience amenities on each level of the lobby with a box office and café on the ground floor.

The café is envisioned as part of the hotel, with a kitchen associated with the hotel operation, and an additional restaurant and multiple bars located in the hotel. The lobby will be a vibrant, active, spacious location that can accommodate informal performances, special gatherings, and social events such as dinners and celebrations. Importantly, it will include all the space needed to comfortably accommodate the combined audiences of both theaters. Catering support space in the building will allow the lobby to be utilized for large social events such as receptions or even banquets.

On the third floor, the upper lobby includes a donor lounge with a connection to an outdoor terrace with dramatic views overlooking the Willamette River to the mountains on the horizon. This outdoor terrace is located between the upper lobby of the large theater and the conference level of the hotel, allowing it to serve as a swing space available for hosting special events associated with either theater, or to be set up for independent social functions.

3,000-Seat Main Theater

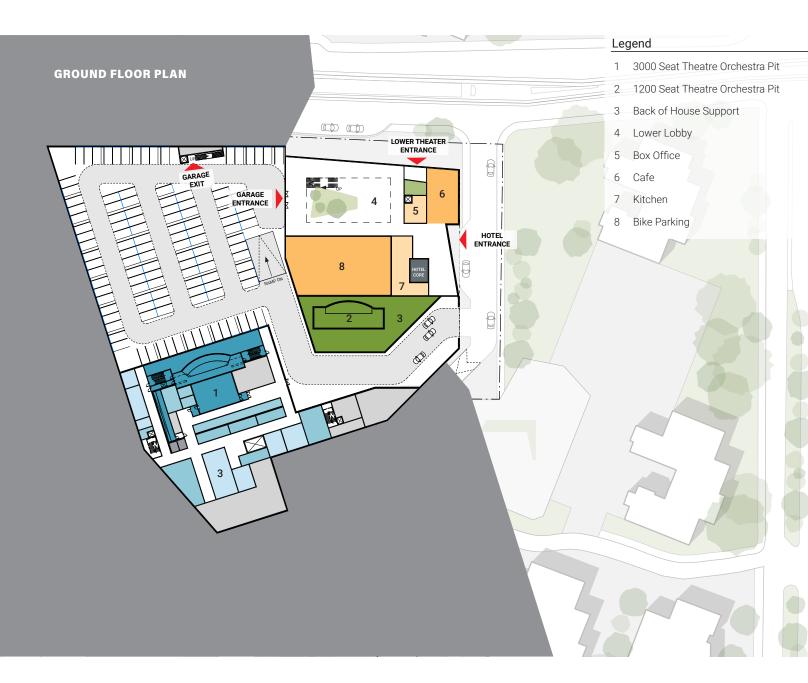
The replacement for the Keller Auditorium will be a state-of-the-art performance space with superior sightlines and acoustics that equals or exceeds standards set by any other performance space of its size designed for touring productions on the West Coast. This theater design has a main floor and two levels of balconies that wrap around the proscenium opening with stepped boxes along the side walls, bringing the audience close to the stage. It is inspired by a grotto in the forest, and draws its character from the Pacific Northwest natural environment to create a place that feels connected to our region. All 3,000 seats will have excellent sightlines providing an immersive audience experience.

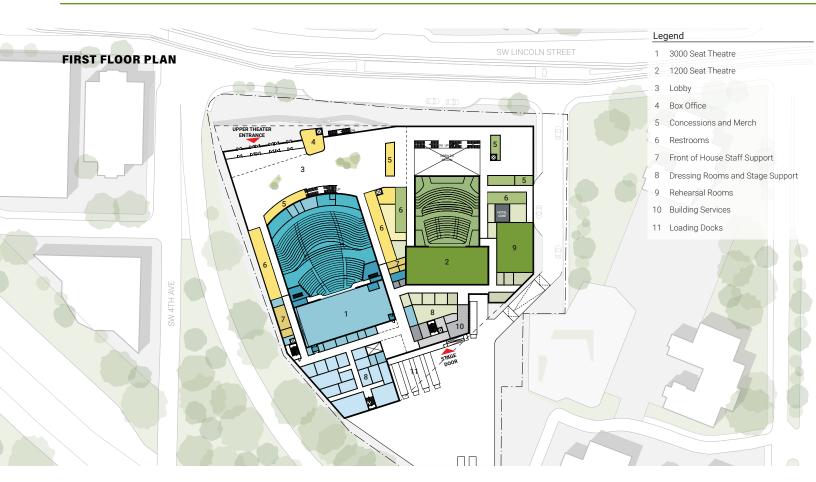
This theater will make use of advanced technical, projection, lighting and production systems, with an orchestra pit, trap room and stagehouse capable of fully accommodating the needs and expectations of sophistication by current and future touring productions. These systems will also fully support the needs of the Portland Opera and Oregon Ballet theater for performances, including sightlines, stage space, lighting and acoustic capabilities.

One particular area of focus for the design of this theater (as well as the building in general) will be around seamlessly accommodating integrated universal access for every area of the building, from circulation and movement, to arrival and back-of-house spaces to audience seating. The building design will create a seamless experience that works for audiences, staff and performers of all abilities.

1,200-Seat Second Theater

In addition to the 3,000-seat main theater, the center's design includes a smaller 1,200-seat proscenium theater. This is a venue size that is regularly identified as a missing element of the arts ecosystem of Portland. The smaller theater size will serve PSU's School of Music programs including choral programs, opera, classical and jazz ensemble music performances as well as providing a more appropriately sized space for the Portland Opera and Oregon Ballet Theater productions that often cannot fill a 3,000 seat theater, significantly enhancing the patron and performer experience. The smaller theater will contain a main floor and a single balcony with side boxes that have sightlines and acoustics equal to the large theater, creating a performance space that is immersive and intimate.

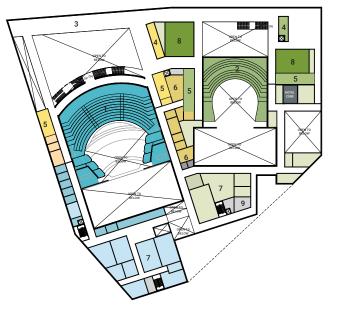




Legend

- 1 3000 Seat Theatre First Balcony
- 2 1200 Seat Theatre Balcony
- 3 Upper Lobby
- 4 Concessions and Merch
- 5 Restrooms
- 6 Front of House Staff Support
- 7 Dressing Rooms and Stage Support
- 8 Rehearsal Rooms
- 9 Building Services

SECOND FLOOR PLAN



With dedicated dressing rooms, a separate loading dock and a full slate of technical support spaces, the proscenium theater is designed to operate simultaneously and fully independently from the main theater.

Rehearsal Halls

Beyond these two main theater spaces, the building includes three large rehearsal rooms (sized at 3,200, 1,700 and 1,400 square feet) with sprung floors and acoustic isolation that are sized to match the rehearsal needs of PSU's music ensembles and performance classes. Each of the rehearsal rooms is a flat floor space with ceiling heights and the supporting technical systems needed to serve sophisticated performance teaching requirements for music, dance and theater. Beyond their academic purposes, the rehearsal rooms will have the ability to accommodate other users, including master classes or lectures by visiting artists as well as conference and social gatherings.

These rehearsal halls are dispersed throughout the east end of the lobby with the ability to make what's happening inside visible to the public, thereby giving a ticketless "taste of the arts" to people passing through the building. They will be designed with curtains that can be drawn to create privacy when needed. These spaces will further enhance the vibrancy and activity of the building throughout the day.

Technical and Operational Support Spaces

Because of the ample size of the available site, one arena in which the new center most distinguishes itself is the back-of-house support and service area. The new Performing Arts + Culture Center will transform the experience traveling shows currently endure when they come to Portland now.

Functionality has been prioritized, with the loading and service area located on the south side, which is capable of handling trucks of any size with direct load-in from the dock into the stage of both theaters. The fully isolated service yard will allow trucks and buses to maneuver and park with two loading docks that can accommodate up to six semis simultaneously. Designed for efficiency of operations, there is space to maneuver large loads coming off the trucks with a direct path onto the stage of each theater, which is fully separated one from another in case they need to be used simultaneously. The conceptual design exceeds the two loading bay minimum established as a respondent requirement in the initial RFEI.

All performer and production support spaces are located at stage level or within one floor above or below. Musicians have a segregated space to change and gather, the stage and production crew have their own lounge and locker room, and the actors and performers have a variety of dressing rooms with direct proximity to the stage. Windows and natural light are available in many of these spaces, providing the performers and the production staff with the same attention and concern for their experience as the audience.

The building also includes all the space required for the administrative offices needed to house the staff required to manage and operate the arts center, as well as offices for teaching faculty and administration associated with PSU's academic operations.

Conference Center

Two floors of conference space totaling 18,000 gross square feet are located above the arts lobby and below the hotel rooms, providing an important function for PSU, the neighborhood and downtown Portland. The 1,200-seat theater can additionally be utilized as a conferencing venue for plenary gatherings. PSU has long hosted a variety of academic, public service and private business conferences and will continue to do so in this unique and necessary addition to the downtown core. Conferencing activity will add to the broad range of events and uses that will bring vibrancy and activity to the new site.

150-Room Hotel

Beyond the arts and academic program the proposed project includes a 12-story hotel with 150 rooms, a rooftop restaurant and bar that provides a final element of energy and economic vitality to this project. It is also envisioned to utilize a mass timber structure. The operations of the hotel will help bring a constant stream of activity to the building, ensuring the complex remains active 365 days a year. With the integrated conference space, it will be a destination for social and business events which complement the arts center and further animate the south end of downtown.

Below-Grade Parking Garage

Finally the proposed project includes two levels of below-grade parking providing 500 to 740 on-site parking spaces to augment the nearly 2,000 existing parking spaces within five blocks of the site. Included at the first level of parking is a secure bike parking area with space for nearly 500 bicycles. Both the garage and the bike parking will contain numerous electric charging stations serving both cars and eBikes to support the electrification of our transportation environment and reduce urban emissions.

Finding:

PSU's proposed center is a state-of-the art, multi-use facility that will provide audiences, performers, presenters, visitors and students with superlative cultural, educational and hospitality experiences. Envisioned for site activation 365 days a year, the complex will drive significant visitation and offer greater access to the arts for our region.

Sustainability Approach

Embodied Carbon Leadership

The Portland Performing Arts + Culture Center will significantly reduce embodied carbon associated with construction materials and set a replicable example for future low-carbon performing arts centers. The design team has adopted a carbon budget of 300 kgCO2eq/M2, about a 33% reduction in carbon intensity of a typical building, and will use Life Cycle Assessment (LCA) to track progress towards this goal and inform design decisions throughout the design process.

Three major design strategies are being leveraged to minimize embodied carbon: the use of a sustainably harvested mass timber structure for all spaces outside of the theater, innovative low-carbon concrete mixtures, and special attention to the carbon intensity of interior finishes, such as carpet and wall coverings. By setting an ambitious goal and then pivoting effective

design strategies toward carbon reduction, this project will demonstrate how climate action can be achieved through thoughtful and beautiful design.

Minimize Operational Carbon and Support Clean Grid Transformation

While construction can create carbon impacts, greater environmental impact will come through ongoing building operations. PSU is committed to phasing out operational carbon by 2040, and the new center can facilitate that transition through a combination of low energy operations and energy storage to support a clean grid. The project will be designed to achieve an 80% reduction in energy use to comply with the 2030 commitment and to provide a combination of energy generation with onsite solar PVs and energy storage with batteries and thermal tanks. During times of low occupancy, which are common for performing arts centers, clean site-generated energy can charge batteries and export power to the grid. During evening performances, stored energy can offset demand.

Strategies to achieve low energy demand include targeted glazing and shading strategies, naturally ventilated and tempered spaces, energy efficient lighting, and demand-controlled ventilation. In addition, this project presents the opportunity to explore DC microgrids that can connect solar PVs to batteries to the low voltages systems that serve theater lighting without the energy loss that results from converting between AC and DC currents.

To further advance the city's electrification goals, the new center's loading dock will be fully capable of supporting electric trucks by offering charging and shore power during loading and unloading as well as on-site parking for production vehicles, reducing noise, contributing to cleaner downtown air and advancing the electrification of our transportation system.

Advance Transportation Alternatives

Due to its location, the site offers immediate connection to transit infrastructure and the future Green Loop, positioning the new Performing Arts + Culture Center to facilitate the future of healthy, sustainable urban transportation. Multiple TriMet transit stops serve this location and patrons can be welcomed by both bus and light rail. In addition, the Green Loop and Portland's extensive bicycling infrastructure allows easy access to the arts for people arriving by bike.

An important and fast-growing transportation trend is the adoption of eBikes as a primary transportation system, and the new venue will facilitate this by providing secure bike and eBike parking, with access to charging, for up to 25% of attendees for a major performance. By providing accessibility and choice in transportation options, the facility will advance social and cultural equity for the broadest range of our community's citizens.

Achieve Gold or Better LEED Certification

The new Performing Arts + Culture Center will pursue a minimum of LEED gold certification, the minimum standard for all PSU construction projects. In addition to strategies described above, additional commitments to achieve this goal include:

- Reduction of potable water use through the re-use of on-site rain and graywater.
- Integration of biophilic design elements including access to quality daylight, views to trees, use of mass timber structure, references to our regional natural beauty, and incorporation of indoor plantings.

 Emphasis on the use of locally sourced materials, that will tell the story of our region and support the local economy.

Finding:

The proposed Portland Performing Arts + Culture Center will not only set the standard for low carbon construction in performing arts facilities, it will be designed to phase out operational carbon by 2040. The large building area allows for the collection of more solar power and the ability to better address all environmental impacts on site.

Local Permitting

Development of the proposed site is subject to the requirements of the City of Portland's zoning code. As noted earlier, the site is zoned EXd and is an allowed use within this zone. The permitting process will require a Type III land use review which includes a public hearing and approval by Portland's Design Commission. After approval by the commission, a building permit and public works permit will be required. Additional requirements may be necessary as indicated in the zoning section of this document.

Finding:

The proposed project is an allowed use and is subject to the typical City of Portland permitting requirements.

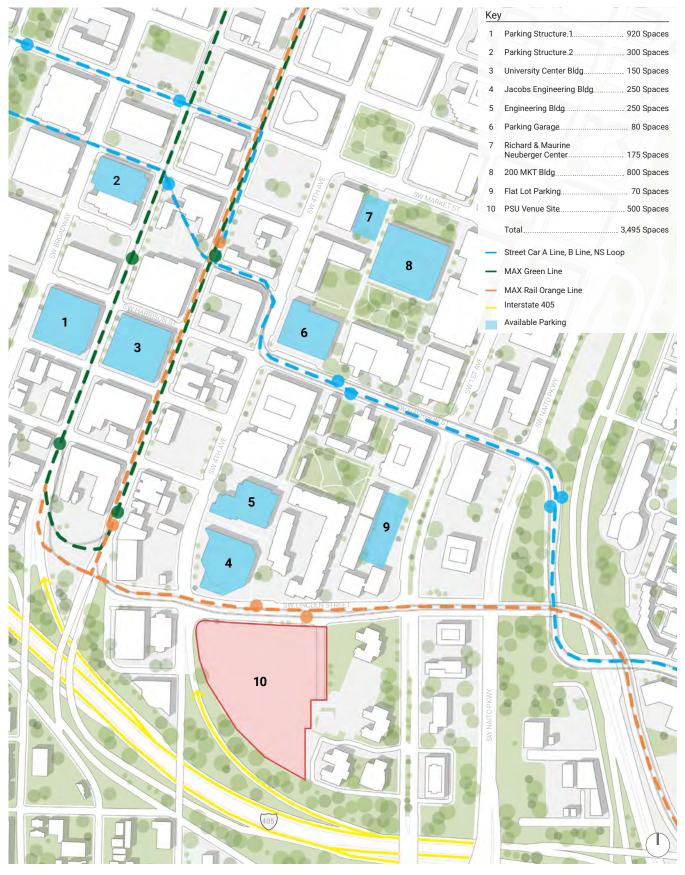
Park and Public Street Infrastructure

The proposed site is well served by both public street, transit and park infrastructure. The site sits at the intersection of SW Lincoln Street and SW 4th Avenue. The site is served by two entrances off of SW 4th Avenue, one generally located at what would be SW 3rd Avenue and another at SW 2nd Avenue. The entrance at SW 2nd is a fully signalized intersection allowing full turning movements at all legs of the intersection. The entrance at SW 3rd is a right in/right out entrance. An off ramp from I-405 sits immediately to the west of the site and allows cars to turn right onto SW Lincoln and then enter the site.

A MAX Orange Line stop is immediately adjacent to the site on SW Lincoln, providing direct access to the regional light rail system. That same stop is also served by numerous bus lines, including the FX2-Division, TriMet's high frequency bus line serving SE Portland via Division Street.

Portland's Center Park, a one third acre park owned by Prosper Portland, sits immediately to the east of the site and includes a sculpture by Lee Kelly entitled *Leland*. The Halprin Sequence begins across SW Lincoln and travels north along two pedestrian paths on what would be SW 2nd and SW 3rd Avenues. The Source Fountain is located at the beginning of SW 2nd Avenue,

PARKING & TRANSPORTATION



and Lovejoy Fountain Park and Pettygrove Park are both located on the Halprin sequence a short distance from the site.

Finding:

The proposed project site is served by a mature transportation and parks infrastructure which not only improves access and amenities but reduces overall project costs when compared to other sites that may require development of a new street network.

Parking

The proposed venue will generate demand for parking and some parking should be on site to accommodate visitors, staff, students and hotel patrons. The PSU project team has inventoried existing neighborhood parking (see Parking and Transportation Map on previous page) and has found that there are between 2,140 and 2,380 available parking spaces, including 500-740 spaces within the site itself. According to generally accepted parking demand for event venues of this type, there is a potential demand of 1,363 parking spaces for a sold out event (2.2 patrons per car). (See "Parking Analysis, Kittelson" in Appendix.)

The PSU project team is further assuming close to 25 percent of patrons will arrive by transit, bike, walking or rideshare, decreasing total parking space demand to 1,000 spaces (3.0 patrons per car).

The hotel will generate the need for approximately 130 parking spaces on a daily basis. If both the 3,000 seat venue and the 1,200 seat venue are both hosting sold out shows the total parking demand, including hotel guests would be between 1,530 and 2,038 spaces.

Finding:

There is more than adequate parking available on site and in the immediate area to accommodate the 3,000-seat venue and the rest of the proposed program.

COST & PARTNERSHIP STRUCTURE

× This section outlines project costs in 2028 dollars and describes the condominium partnership structure.



Costs

PSU has estimated the project costs as follows. The City of Portland and Metro are working with Venue Consulting to create a cost estimate for the 3,000 seat facility. All numbers are in 2028 dollars.

Element	Funding Source	Estimated Cost
3,000-seat venue	City of Portland	TBD*
1,200-seat venue	PSU	\$115,000,000
Project Parking	PSU	\$35,500,000
Hotel and Conference Center	Private Investor/Operator	\$70,700,000

It is important to note that the proposed Portland Performing Arts + Culture Center is within the North Macadam Urban Renewal District and currently \$8,400,000 is budgeted for this site. However, there is approximately \$50,000,000 of available debt capacity within the district.

* Cost estimates conducted by Venue Consulting are forthcoming as contracted by Metro.

PSU/City Partnership Experience

The PSU proposal builds on the ongoing partnership between PSU and the City of Portland. On the PSU campus, the university currently operates three commercial condominium partnerships with the City of Portland. This relationship has benefited both the city and PSU over the last 20 years through unique development opportunities and a more efficient use of downtown property. PSU brings expertise in partnership developments, including creating development agreements, tenancies in common, condominium documents and the creation of the support networks necessary to successfully operate commercial condominiums.

PSU is also a successful developer of large, complex partnership projects, including the recent Vanport Building (\$111M) and the Robertson Life Sciences Building (\$600M). With PSU as developer, the city would have a trusted partner they have recently worked with on the successful Vanport Building. PSU project management expertise includes diligent stewardship of project finances, a successful track record with the city's development process, including Portland's Design Commission, and a commitment to a transparent process with a focus on equity.

Finding:

PSU is an experienced developer of partnership projects and brings the necessary staffing and expertise to complete a successful project.

Commercial Condominium Partnership Structure

PSU is proposing a 99 year land lease with options to extend at \$1 dollar per year. This financial structure removes land costs from the development program, reducing overall costs to the City of Portland and other project partners. Under the PSU proposal, PSU will serve as the overall project developer working closely with the city and any other partners in the project, including the private hotel investor/operator. PSU is an experienced developer, most recently completing the nationally recognized and unique Vanport building, a commercial condominium owned by four public entities: the City of Portland, Oregon Health & Science University, Portland Community College, and Portland State University.

PSU proposes creating a similar commercial condominium structure for this project involving at least three owners: the City of Portland, Portland State University and a private equity owner for the hotel unit. To accomplish this, PSU will lead the effort to create a development agreement outlining project requirements including but not limited to the following: how the project construction will be managed, how the funding will be allocated, the project schedule, the project steering committee, how procurements will be managed, and how condominium units will be created and conveyed. PSU also proposes leading the work to create the necessary

COST & PARTNERSHIP STRUCTURE

condominium documents, including the bylaws, land lease, articles of incorporation and the condominium declaration.

Upon completion of the project, PSU will convey the project to each of the individual owners through a special purpose limited liability corporation, and a condominium board will be established to operate the building. Made up of representatives from each owner with pro rata voting rights, the condominium board will be responsible for overseeing the operations of the building but may not have a role in scheduling events in the various venues. One of the many benefits of a condominium structure is that the building has its own budget, which includes obligations for capital reserve contributions, thus helping to insulate the development from future deferred maintenance funding issues.

Finding:

PSU's proposed partnership structure and financial terms are extremely beneficial to the City of Portland, removing land costs and creating a long-term operating structure that will minimize future deferred maintenance costs.

Co-Development Opportunities

PSU's proposal is a co-development project involving a 3,000-seat venue and associated spaces to be operated by the City of Portland; a 1,200-seat venue and associated spaces in addition to classrooms and community spaces to be owned by Portland State University; a 150 room hotel with up to 20,000 square feet of conference space to be operated by a hospitality partner; and between 500 to 740 below-grade parking spaces. There is also the opportunity to offer up to 40,000 square feet of studio and office space to an arts organization or multiple organizations to establish residence on the site.

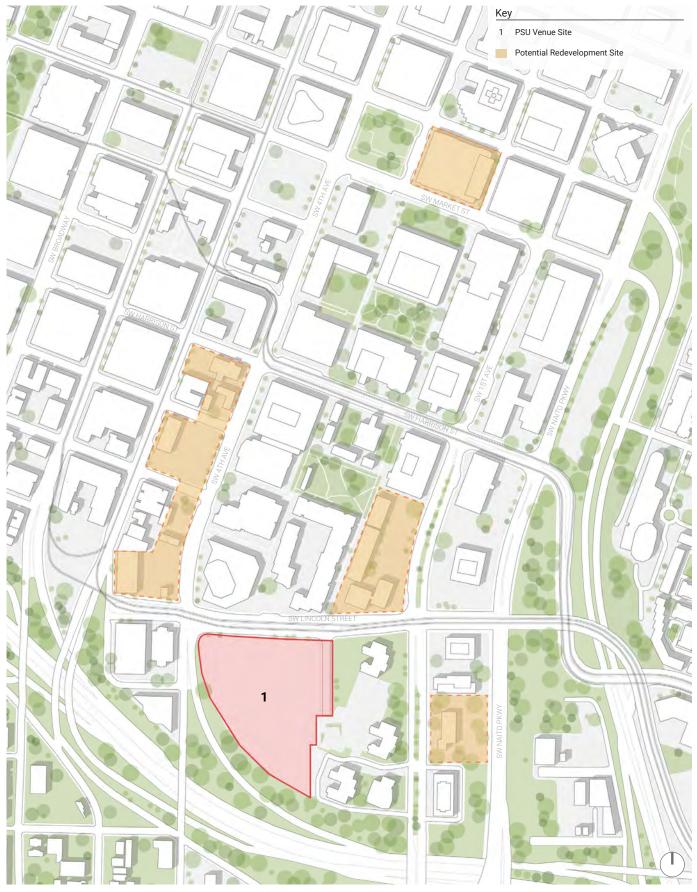
PSU is an experienced co-developer and welcomes the opportunity to expand the program described in the city's RFEI to include more uses on site. PSU believes that increasing the uses on site will lead to a site that is active all day and year round, driving more revenue to the site. In addition, increasing the size of the project will lead to new development and redevelopment in the surrounding area. With over six acres of readily redevelopable property close to the site this project will have a dramatic impact on investment in downtown Portland, including bringing new capital to the city.

Beyond the spillover investment and redevelopment opportunities that are close to the PSU site, the current site of the Keller Auditorium represents a premier redevelopment location that would be immediately available when the new venue opens. During the community outreach events, there was no shortage of community ideas on what the Keller site's future could be.

PSU is proposing a significant project that will help lead the renaissance of downtown Portland. A project of this magnitude will signal to the national market that Portland is back and is again leading the way in visioning what constitutes a great downtown. The proposed \$600 plus million

COST & PARTNERSHIP STRUCTURE

REDEVELOPMENT OPPORTUNITY SITES



COST & PARTNERSHIP STRUCTURE

project will generate significant economic development in both the near term and on an ongoing basis. PSU estimates that the project will create at least 2,000 construction jobs and significant local economic impact. The larger complex will also increase the number of union theater jobs needed to run both the 3,000 seat and 1,200 seat theater, providing an ongoing economic benefit to downtown and the region.

Finding:

The PSU project includes significant co-development opportunities that will activate the site continuously while bolstering economic growth in downtown Portland.

Reignition of Lodging & Conferencing Investment in Portland

The Portland Performing Arts + Culture Center represents a significant co-development opportunity that intersects cultural infrastructure with commercial real estate investment, increases demand for hotel stays, and creates a new downtown destination.

Market Analysis and Timing

The timeline for the development is optimally aligned with the recovery forecasts for Portland's upscale lodging market. Projections indicate that the market is expected to return to pre-pandemic peak levels by 2031-2032. The proposed hotel development timeline is designed so that its critical early years of operation, specifically the third to fifth years, will coincide with this peak. This timing reduces financial risks and capitalizes on expected high demand periods, providing a robust foundation for the hotel's financial stability and profitability.

Demand Drivers and Market Differentiation

A key aspect of the proposed development is its strategic use of built-in demand drivers that reduce investment risk. By incorporating the hotel into the performing arts center, the development can leverage the location's continuous draw of events, including entertainment performances and academic conferences that produce overnight lodging demand. These activities not only ensure a steady production of overnight hotel customers but also enhance the appeal of the site as a venue for regional conferences seeking new, purpose-built facilities. These demand drivers will build a foundational layer to the hotel's occupancy rates and generate customers that will spill over to other retail offerings in the local economy.

The location of the proposed hotel at the southern end of downtown Portland addresses a gap in the full-service hotel market. Unlike the densely hotel-populated central business district and West End downtown areas, this location offers a differentiated setting that expands the travel economy into less saturated areas of downtown, enhancing the overall appeal and reducing direct competition to the developer.

Co-Developer Profiles and Value Proposition

The development strategy for the hotel partner(s) involves multiple potential co-development profiles, each bringing unique benefits to the project. These include:

- Owner, Developer and Operator: This model involves a developer who handles all aspects from purchasing the real estate to operating the hotel. This approach creates value across all development phases, from capital appreciation to operational revenue.
- Developer and Brand Collaboration: In this arrangement, a developer partners with an established international hotel brand (e.g., Marriott, Hilton, Hyatt) to leverage the brand's customer base and loyalty programs. This strategy accelerates the stabilization period of the hotel by tapping into an existing network of potentially millions of loyalty members.
- Brand and Developer Partnership: In this model, an international hotel brand seeking to expand its presence in Portland's underrepresented market proactively seeks a development partner. This approach is particularly appealing to brands looking to increase their market share and offer new lodging options to their customer base.
- Private Equity and Operating Partner: Private equity firms looking to diversify their portfolios through geographic or asset diversification may co-develop the hotel with an operating partner. This could be a strategic move for firms new to the hotel real estate sector or those seeking to bolster their presence in the Portland market.

Finding:

The project's uniqueness, complimentary uses, timing, location and inherent demand potential will attract local and national investors and operators to the Portland lodging market (see "Hotel Analysis, Practice Hospitality" in Appendix).

PRELIMINARY PROJECT SCHEDULE



Developed in consultation with Bora Architects and Colas Construction, the schedule reflects the complexity associated with a project of this scale involving a number of program elements. It anticipates a robust review and approval process associated with the City of Portland Design Review as well as an extended timeline for securing building permits. From the commencement of design through the completion of construction, it anticipates a total duration of six and a half years, with opening projected for early in 2032.

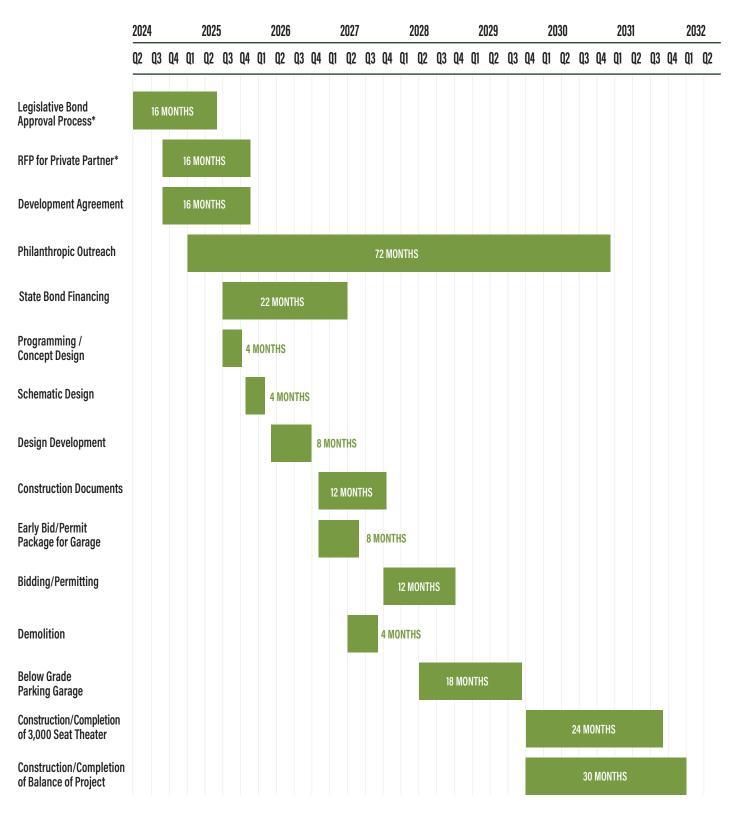
The schedule assumes a start date for programming and design in July 2025. This date corresponds with the anticipated approval of funding from the Oregon State Legislature to help fund the project's academic program. This will provide the time required to negotiate a shared development agreement with the City of Portland and a private developer associated with the hotel and conference program.

Building on the preliminary work undertaken in connection with this process, PSU envisions completing the programming, design and documentation process in 27 months. Included within that time frame is a six month effort associated with City of Portland design review.

Permitting and construction would be divided into two phases. The first phase is the work associated with demolition and underground work, including the construction of a 500 to 740 space parking garage. Submitting an early package for permitting and bidding this scope of work will fast track the overall construction timeline. The first package would be submitted in July of 2027, two years after the start of design, with documents related to the rest of the project following four months later.

The current schedule anticipates demolition and construction commencing in the Spring of 2028. This portion of the project will take approximately 18 months to build, which would allow the construction of the building program above grade to begin late in the year of 2029. With 27 months to build the 3,000-seat theater and 30 months to build the PSU portion, including the 1,200-seat theater, as well as the hotel tower, we project completion of the overall project early in 2032, allowing for an initial round of opening performances in the new hall that spring. This will allow the Ballet, Opera and Broadway Across America time to plan their schedule and operations around the move to the new hall and provide the city plenty of time to plan a dynamic new use for the current site.

PRELIMINARY PROJECT SCHEDULE



*Not required for City-owned 3,000 seat venue

ACKNOWLEDGEMENTS

LOCAL GOVERNMENT PROJECT MANAGEMENT TEAM

CITY OF PORTLAND

Karl Lisle, Spectator Venues Program Manager Lauren Broudy, Spectator Venues Program Coordinator Greg Phillips, CSTAR Development (project consultant)

METRO

Nancy Strening, Senior Manager, Capital Projects Charlie Jelke, Venue Projects (contracted cost consultant)

PORTLAND'5 CENTERS FOR THE ARTS

Robyn Williams, CVE, Executive Director

PORTLAND STATE UNIVERSITY PROPOSAL TEAM

PORTLAND STATE UNIVERSITY (PSU)

Dr. Ann Cudd, President Leroy Bynum Jr., Dean, College of the Arts Donald Forsythe, Treasurer Jason Franklin, Associate Vice President, Planning Construction & Real Estate

Michael Grieser, Assistant General Counsel

Kimberly Koops-Wrabeck, Associate Vice President, Government Relations

Sheila Martin, Vice President, Public Affairs and Chief of Staff

Eric Noll, Director of Regional and Government Relations & Policy

Christina Williams, Director of Strategic Communications

PORTLAND STATE UNIVERSITY FOUNDATION

Sarah Schwarz, President & CEO Sarah Kenney, Project Manager Cate Soulages, Vice President, Communications James Wilson, Designer, Communications

DESIGN, CONSTRUCTION AND CONSULTING TEAM

BORA ARCHITECTURE & INTERIORS (ARCHITECTURAL DESIGN CONSULTING)

Michael Tingley, FAIA, Principal Amy Donohue, AIA, NOMA, LFA, Principal Sarah Oeftering, AIA, Architect Leslie Cliffe, RA, Architect Daniela Fowler, Architectural Designer

COLAS CONSTRUCTION (CONSTRUCTION & COST CONSULTING)

Andrew Colas, President & CEO Alexander Colas, Vice President, Preconstruction

GARD COMMUNICATIONS

Chelsea Punian, Director of Public Relations and Public Affairs

THEATER PROJECTS (VENUE PLANNING & DESIGN CONSULTING)

Gena Buhler, Principal Vicki Infinito, Associate

KITTELSON & ASSOCIATES (TRAFFIC, PARKING & TRANSPORTATION CONSULTING)

Julia Kuhn, Senior Principal Engineer Chris Brehmer, Senior Principal Engineer

THIS ASSEMBLY (HOSPITALITY CONSULTING)

Bashar Wali, Founder

PRACTICE HOSPITALITY (HOSPITALITY CONSULTING)

Leslie Lew, Co-Founder, Vice President, Revenue & Technology

PORTLAND PERFORMING ARTS + CULTURE CENTER APPENDIX

TABLE OF CONTENTS

× Exhibits listed in order of appearance in report.

Center for Performing Arts Grant Agreement City of Portland & PSU Keller Auditorium, Seismic Analysis Summary, 2020, City of Portland Full Program Comparison with LMN and Keller Memo, Theater Projects Zoning Analysis, Bora Architects New Performing Arts Center Request for Expression of Interest, City of Portland Full Program Key Plans, Bora Architects Parking Analysis, Kittelson Hotel Analysis, Practice Hospitality Enlarged Theater Plans, Bora Architects



GRANT AGREEMENT NO. #

This Grant Agreement is between the CITY OF PORTLAND, OREGON ("CITY" or "GRANTOR") and Portland State University (or "GRANTEE") in an amount not to exceed \$50,000 for the Conceptual Design and Feasibility Analysis.

RECITALS:

- 1. The March 2020 Keller Seismic Analysis Summary Report outlined the structural deficiencies of the Keller Auditorium and potential options to renovate or replace the building.
- 2. The key options for the facility's future include different scales of work: option 1b: limited building renovation that addresses seismic upgrades; option 2: a major renovation including new additions; and option 3: a new facility on the existing site or on an alternative site.
- 3. In 2017, a private design competition was held to conceptualize what might be possible for a grand scale Keller renovation on site.
- 4. An association of neighborhood property owners and design professionals, the Halprin Landscape Conservancy, became interested in continuing this work with refining their efforts ("option 2B") to see if they would be feasible.
- 5. In a joint letter dated September 14, 2022 between the City of Portland and Metro, the City and Metro each committed \$200,000 in funding toward the Halprin Landscape Conservancy while requiring an additional private match of \$200,000 to further develop option (2b) to determine its feasibility.
- 6. On September 27, 2023, Halprin Landscape Conservancy presented their concept for a renovated Keller Auditorium to Portland City Council.
- 7. While the Keller renovation study was underway, on July 12, 2023 the City released a Request for Expression of Interest (RFEI) to explore potential new performing arts facility sites in Portland.
- 8. On August 11, 2023, the City received 8 proposals in response to the RFEI and narrowed them down to 5 on September 25, 2023 for further discussion.
- 9. Further discussions were conducted the week of October 23, 2023 with the 5 proposers and on November 9, 2023, the top 2 proposals were selected for further study: Lloyd Center, Urban Renaissance Group and Portland State University.
- 10. The City desires to enter into two grant agreements with the top two sites to fund additional concept design and feasibility work.
- 11. Funding will be provided with one-time allocations from the Spectator Venues and Visitor Activities Fund.
- 12. Once this portion of work is completed, proposers will present their design work to the Portland City Council in spring 2024.
- 13. After the presentations, the City will engage stakeholders and the public to solicit feedback on all three options: the Keller renovation concept, the Lloyd Center Urban Renaissance Group concept and the Portland State University concept.
- 14. In summer 2024, Portland City Council will receive a summary of the public outreach effort and recommend a path forward to renovate or replace the facility.
- 15. CITY now desires to award a one-time grant to GRANTEE in an amount not

to exceed \$50,000.

- The following exhibits are attached and incorporated into this Agreement by reference.
 - a. Exhibit A: Program Scope of Work
 - b. Exhibit B: Budget
 - c. Exhibit C: Progress Report
 - d. Exhibit D: Invoice
 - e. Exhibit E: Advance Reconciliation Form

THEREFORE, in consideration of the provisions contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the Conceptual Design and Feasibility Analysis as described in EXHIBIT A: Scope of Work, EXHIBIT B: Budget hereto, which by this reference are incorporated herein and made a part hereof.

ARTICLE II - AGREEMENT PERIOD

This Agreement shall be effective on 1/1/2024 and will terminate 9/30/2024 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. All expenses incurred during this period that are demonstrably related to the scope of this project shall be deemed eligible.

ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT

- A. <u>Publicity</u>: During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the CITY's grant funding in publicity regarding the program(s) that will be supported by the grant funds.
- B. <u>Media Communications</u>: The City requests that official press releases of the grantee representing the City's plans regarding the relocation or renovation in place of the performing arts venue, be limited to promoting direct links or references to official City materials. Time permitting and when appropriate, official press releases should be coordinated between the City and the grantee.
- C. <u>CITY Grant Manager</u>: CITY hereby appoints Lauren Broudy to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the CITY Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Lauren Broudy, MPA Spectator Venues Program Coordinator City of Portland, OMF 1120 SW Fifth Avenue, Suite 901 Portland, OR 97204 503-823-6202 lauren.broudy@portlandoregon.gov

D. GRANTEE Project Manager: GRANTEE hereby appoints Jason Franklin to act as

its Project Manager regarding this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will inform CITY in writing of any change in Project Manager.

Jason Franklin, AICP Associate Vice President Portland State University 1600 SW Fourth Ave, Suite 501 503-725-2031 jason.franklin@pdx.edu

- E. <u>Billings/Invoices/Payment:</u> The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement. The Final Advance Reconciliation is due no later than thirty (30) days after the grant termination date.
- F. <u>Report</u>: GRANTEE will complete and submit to the CITY Grant Manager the signed Special Appropriation Progress Report, using Exhibit C, 15 days after the end of each quarter. The final Progress Report is due no later than thirty (30) days after the grant termination date.

ARTICLE IV -- PAYMENTS

- A. The amount of this grant award is \$50,000. The CITY will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date of the invoice.
- B. GRANTEE agrees to operate the program as described in the GRANTEE's grant application and to expend funds in accordance with the approved budget unless the GRANTEE receives prior written approval from the CITY'S Grant Manager to modify the program or the budget. Requests for payment must be made using Exhibit D and accompanied by Exhibit C. Backup documentation to support eligible expenses is also required accompanied by Exhibit E, starting with the second quarter. Examples of backup documentation includes, but is not limited to payroll reports, receipts, invoices, general ledger reports, copies of checks, etc.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.
- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed in this Grant Agreement and shall not be used for any other purpose.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued, or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.
- F. <u>Prevailing wages</u>. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through

279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.

G. <u>Prevailing wage indemnity</u>. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V -- GENERAL GRANT PROVISIONS

- A. <u>Cause for Termination; Cure</u>. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and estimated timetable for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. <u>No Payment or Further Services Authorized During Cure Period</u>. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. <u>Termination for Cause</u>. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. <u>Penalty for Termination for Cause</u>. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. <u>Termination by Agreement or for Convenience of CITY</u>. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective

date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

- F. <u>Changes in Anticipated Services</u>. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. <u>Amendment</u>. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. <u>Non-discrimination; Civil Rights</u>. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. <u>Records and Audits</u>
 - 1. <u>Records Retention.</u> GRANTEE shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of ten (10) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
 - 2. <u>CITY Audits.</u> CITY, either directly or through a designated representative, may conduct financial and performance audits of GRANTEE's records related to this Agreement at any time in the course of the Agreement and during the records retention period listed above. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.

- 3. <u>Access to Records.</u> CITY may examine, audit and copy GRANTEE's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. GRANTEE shall make copies of applicable records available upon CITY's request.
- J. <u>Public Records</u>
 - 1. <u>Public Records Act.</u> CITY is subject to Oregon public records law. All documents and information submitted by GRANTEE to CITY may be deemed public records subject to public disclosure pursuant to Oregon public records law.
 - 2. <u>Submission of Confidential Records.</u> GRANTEE shall contact CITY's Grant Manager before submitting confidential information to CITY. If the GRANTEE determines that it is necessary to submit confidential documents and information to CITY, the GRANTEE shall identify, highlight, and segregate any information that is identified as confidential from information that is not exempt. GRANTEE shall identify applicable exemptions under the Oregon Public Records Act. Information that has not been properly marked as confidential by GRANTEE may be disclosed by CITY in response to a public records request.
 - 3. <u>No Warranty or Representation of Confidentiality</u>. CITY makes no warranty or representation as to the confidentiality of GRANTEE's documents or information submitted to CITY whether or not the documents or information are identified as confidential by GRANTEE. Documents or information identified by GRANTEE as confidential may be disclosed by CITY if CITY determines, in its sole discretion, that the GRANTEE's documents or information are subject to disclosure under Oregon public records law. In the event CITY receives a public records request applicable to GRANTEE's documents or information, CITY will make an independent determination regarding exemptions that may apply to documents or information properly marked as confidential by GRANTEE.
 - 4. <u>Acknowledgement and Waiver.</u> GRANTEE acknowledges by its signature below that all documents and information submitted to CITY by GRANTEE may be subject to public disclosure upon CITY's determination that GRANTEE's documents or information are subject to disclosure under public records law, upon an order of the Multnomah County District Attorney, or upon an order of a court. GRANTEE is advised to consult GRANTEE's legal counsel regarding the applicability of Oregon public records law to GRANTEE documents and information submitted to CITY.
- K. <u>Indemnification</u>.

To the extent permitted by law, including, without limitation, the Oregon Constitution, and subject to the conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement.

L. <u>Insurance</u>. GRANTEE shall obtain and maintain in full force at its expense,

throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. <u>Workers' Compensation Insurance</u>. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

2. <u>Commercial General Liability Insurance</u>: GRANTEE shall maintain commercial general liability and property

damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence.

- 3. <u>Automobile Liability Insurance</u>: GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.
- 4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to CITY. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
- 5. <u>Continuous Coverage; Notice of Cancellation</u>: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty

(30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

- 6. Certificate(s) of Insurance: GRANTEE shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- M. <u>Grantee's Contractor; Non-Assignment</u>. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.
- N. <u>Independent Contractor Status</u>. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- O. <u>Conflict of Interest</u>. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. <u>Oregon Laws and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- Q. <u>Compliance with Law</u>. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax-exempt status during this Agreement.
- R. <u>Severability</u>. CITY and GRANTEE agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. <u>Merger</u>. This Agreement contains the entire agreement between CITY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. <u>Program and Fiscal Monitoring</u>. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- U. <u>Third Party Beneficiaries</u>. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. <u>Electronic Transaction; Counterparts</u>. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Jason Franklin, AICP Associate Vice President Portland State University 1600 SW Fourth Ave, Suite 501 503-725-2031 jason.franklin@pdx.edu

NOTICE: Notices to Grantor under this Grant Agreement shall be sent to CITY at the following address:

Lauren Broudy, MPA Spectator Venues Program Coordinator City of Portland, OMF 1120 SW Fifth Avenue, Suite 901 Portland, OR 97204 503-823-6202 lauren.broudy@portlandoregon.gov

.

SIGNATURES:

CITY OF PORTLAND

Michael Jordan Digitally signed by Michael Jordan Date: 2024.02.28 07:49:37 -08'00'

Michael Jordan Chief Administrative Officer

Date: 02/28/2024

GRANTEE

Andria Johnson (Feb 28, 2024 11:11 PST)

Andria Johnson Interim VP, Finance & Administration

Date: 02/28/2024

APPROVED AS TO FORM

Kon A. M.I-

Ken McGair, Sr. Deputy City Attorney City Attorney

Date: February 27, 2024

Exhibit A: Program Scope of Work

Expected Activities to Reach Summary Report

1) Site and Program Evaluation

- a. Review preexisting work
 - -Seismic Study on Keller/binder of detailed materials -LMN program with Miller study
 - -Halprin Landscape Conservancy Report and Appendices on Proposed Keller Renovation
- Meet with longstanding operators/users of the Keller (e.g., Portland'5 Operators, Metro Visitor Venues, City of Portland Spectator Venues and Representatives from local arts organizations as suggested by Portland'5 Operators) to understand greatest concerns and desires/interests in a new site/facility
- c. Compile summary of site due diligence including analysis of geotechnical, environmental, zoning/land use/permitting. Discuss any gaps in existing site due diligence to be completed as necessary to inform project feasibility.

2) Conceptual Design

- a. Prepare a conceptual design incorporating performer, staff and audience amenities identified in reviews of pre-existing work and user interviews
- b. Generally identify local permitting and approval processes for building, park and public street infrastructure; outline assumptions about the site and what it can accommodate, including parking capabilities. Indicate spatial and functional relationships between performing arts center and other buildings/elements in the overall development.

3) Cost & Partnership Structure

- a. Outline what would be included with facility and location, cost estimates/timing, potential partnership structure(s) and financial terms (e.g., land lease, development partnership/condo, land sale, etc.), what co-development opportunities would exist
- b. Discuss potential funding opportunities to the extent known.

4) Schedule

a. Provide a preliminary schedule including key project milestones (e.g., land use approvals, stakeholder engagement, financing, design, construction)

Data Collection to Show Progress & Outcome Measures

- Bimonthly virtual project calls with project team
- Summary Report, May 2024

Evaluation & Measurement and Major Milestones for Project

- Well-documented process for reaching site summary report with robust input from City of Portland, Portland'5 and users of the facility
- City of Portland shall be provided with joint ownership and access to any work products developed and funded with city dollars and in site summary report.

Anticipated Timeline January through June 2024

Exhibit B: Budget

	C 1+	SCOPE	IDENTIFIED EXPENSE & NARRATIVE	BUDGET \$ 15,00
		e and Program Evaluation		\$ 15,00
	а.	Review pre-existing work -	Internal staffing resources - General	
		Seismic Study/Binder of Detailed materials	Counsel, Planning Construction & Real	
	1	LMN program with Miller study	Estate and Treasury personnel; as well	
		Halprin Landscape Conservancy Report and	as contracted Architectural &	
		Appendices on proposed Keller Renovation	Engineering Assets	
	b.	Meet with longstanding operators/users of	Internal staffing resources - General	
		the Keller (e.g., Portland'5 Operators, Metro	Counsel, Planning Construction & Real	
		Visitor Venues, City of Portland Spectator	Estate, PSU Foundation, Academic	
		Venues and Representatives from local arts	Leadership & Faculty and Treasury	
		organizations as suggested by Portland'5	personnel; as well as contracted	
		Operators) to understand greatest concerns	Architectural & Engineering and	
		and desires/interests in a new site/facility	Communications Agency assets	
	с.	Compile summary of site due diligence	Internal staffing resources - General	
		including analysis of geotechnical,	Counsel, Planning Construction & Real	
		environmental, zoning/land use/permitting.	Estate and Treasury personnel; as well	
		Discuss any gaps in existing site due	as contracted ESA, Architectural &	
		diligence to be completed as necessary to	Engineering assets	
	^ -	inform project feasibility.	Purceunit Maac m	¢ 25.00
		nceptual Design Prepare a conceptual design incorporating		\$ 25,00
		performer, staff and audience amenities		
		identified in reviews of pre-existing work		
		and user interviews		
			Internal staffing resources, General	
	b.	Generally identify local permitting and	Counsel, Planning Construction & Real	
	, . .	approval processes for building, park and	Estate PSU Foundation and Treasury	
		public street infrastructure; outline	personnel; as well as Contracted	
		assumptions about the site and what it can	Architectural & Engineering Assets and	
		accommodate, including parking	Hospitality Industry Consultant	
		capabilities. Indicate spatial and functional		
		relationships between performing arts		
		center and other buildings/elements in the		
		overall development.		
	Cos	st and Partnership Structure		\$ 8,00
		a. Outline what would be included with	Internal staffing resources, General	
		facility and location, cost estimates/timing,	Counsel, Planning Construction & Real	
		potential partnership structure(s) and	Estate PSU Foundation and Treasury	
		financial terms (e.g., land lease,	personnel; as well as Contracted	
		development partnership/condo, land sale,	Architectural & Engineering Assets and	
A REAL PROPERTY AND A REAL		etc.), what co-development opportunities would exist	Hospitality Industry Consultant	
	b.	Discuss potential funding opportunities to	Internal staffing resources, General	
100000000000000000000000000000000000000		the extent known.	Counsel, Planning Construction & Real	
	Sch	edule	Estate and Treasury Personnel	\$ 2,00
-	а.	Provide a preliminary schedule including	Internal staffing resources, General	· · · · · · · · · · · · · · · · · · ·
		key project milestones (e.g., land use	Counsel, Planning Construction & Real	
		approvals, stakeholder engagement,	Estate, Treasury Personnel as well as	
		financing, design, construction)	Contracted Architectural &	
i internet	Tot	al	Engineering Assets	\$ 50,00
-	GET	NARRATIVE: Please describe the anticipated	costs and their role in carrying out the n	rolect

Grant Agreement

Progress Report



Please input reporting period

	[Check here if this is your FINAL Progress Report]	FINAL
GRANTEE Organization Name	· · · · · · · · · · · · · · · · · · ·	
Project Title		· · · · ·
City Program Area**		
Overall Project Status »		

Project Summary	[Describe grant project]				
Successes	[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]				
Challenges	[Describe any challenges to overcome those challe	encountered in your project so j nges.]	far, and how your or <u>c</u>	anization has, or plans,	
Project Narrative	status, • milestones acco	progress during this reporting period. Please include: • latest news, • overall project nes accomplished, • data collected showing progress, •any additional comments c, odditional photos, or supplementary documents you would like to share.]			
Project Finances	Awarded:	[Insert total funds awarded by City]	Grant Expenditures to Date:	[Insert gront expenses incurred to date and	

* See your agreement document for project start and end dates

** Refer to your application for the City Program Area

*** Use the approved budget line items from your application and agreement

Exhibit C: Progress Report (Part 2 of 2)

			submit with the expenditure report***]
Next Steps	[Whot ore the next steps for this project	ond your organization?]	

City of Portland Grant Agreement Progress Report

Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. Typed or printed name and title:					
Name:					
Signature:		Date:			
Telephone					
Email Address					
Date report submitted (month, day, year)					

Exhibit D: Invoice

	ent	A STATE OF		
Invoice/Request fo	r Payment			
City Use Only		Invoice No.	*	
Vendor No. Grant Agreement		Date Payment Terms		Net 30 days
Project				
Grantee				
Address City				
State, Zip				
Contact Name				
Contact Info.				
		the second se		
*Please complete Invoice numl	ber, and prior utilization a	mount and sign ~		
*Please complete Invoice numl	er, and prior utilization a	mount ana sign *		
*Please complete Invoice numl	per, and prior utilization a	*		
*Please complete Invoice numl				
	per, and prior utilization a. TOTAL:	*		
For City Use Only:		*		
For City Use Only: DPR		*		
For City Use Only:		*		
For City Use Only: DPR	TOTAL:	* * \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		
DPO	TOTAL:	*		

Exhibit E: Advance Reconciliation Form

Grant Agreement			Can He said		
Advance Reconciliation			E CARE		
Advance Reconcination			Tast -		
All TAN sections must be completed					
				·	
				1	
City Use Only					
Vendor No.			Date		
Grant Agreement					1.00
Program					
					1
Grantee					
Address					
City		Lating in a second second			
State, Zip					
Contact Name					
Contact Info.					
Expense Period					
Description (Budget Line Items)		Budget	Current Expenses	Expenses Previously Billed	Expenses to Date
			1		
					-
FOT M					
FOTAL:					
					1
					-
	G	rantee Approv	ed By/Date		
	C	ity Approval b	v/Date		

KELLER AUDITORIUM

SEISMIC ANALYSIS SUMMARY

March 2020



For over 100 years, the Keller Auditorium has remained one of Portland's largest and most popular performing arts venues, hosting nearly 400,000 guests each year for musical performances, Broadway shows, and civic events. Along with four other venues, the Keller Auditorium is owned by the City and operated by the Portland'5 Centers for the Arts.

Like thousands of older civic buildings up and down the West Coast, the Keller Auditorium was not built with the structural features needed to withstand major earthquakes. Although more than 80 percent of the original brick and terra cotta building was removed when the auditorium was renovated in 1968, the exterior walls were left intact behind a new façade, doing little to improve the building's structural resilience.

Building codes and knowledge about structural engineering have changed significantly over the past 50 years, raising questions about the ability of older civic buildings like the Keller Auditorium to withstand a major earthquake. After the Keller Auditorium was placed on the City's master list of unreinforced masonry buildings, the City, Portland'5 Centers for the Arts, and a consultant team began a structural assessment of the Keller Auditorium in 2017.

The structural assessment revealed that the building requires significant structural enhancements to withstand a major seismic event. Beyond the building's structural and seismic issues, the operators report that the facility has serious shortcomings that detract from guest comfort, limit accessibility, pose complications for productions, limit revenue-generating opportunities, increase operating costs, and make maintenance difficult. Like thousands of older civic buildings up and down the West Coast, the Keller Auditorium was not built with the structural features needed to withstand major earthquakes.



For performers, the theater has inadequate dressing room space, poor on-stage air conditioning, and no access from the backstage area to the lobby, compared to venues of similar size around the country. For event attendees, the current slope of the aisles is too steep, the number and location of accessible seating areas do not meet ADA standards, and restrooms are inadequate, creating long waits. Materials containing asbestos are common throughout the building and older equipment, such as house lights, lack back-up systems that are needed to improve safety and operational predictability. Overall, the facility is severely outdated when compared to similar venues in peer cities.

Portland'5 is actively addressing maintenance safety issues through operations policy and targeted maintenance investments, but the facility is poorly suited to continue as Portland's premier performing arts venue.

To better understand the scope, scale, and cost of the needed enhancements, the City worked with Portland'5 and consultants to develop a preliminary series of options for the Keller's future:

Option	Desription	Estimated Construction Closure	Estimated Construction Cost
1(b)²	Building renovation intended primarily to address structural deficiencies, but not other desirable functional and operational enhancements. This option generally preserves current configuration, amenities, and the internal and external appearance of the building.	1-2 years	\$119 million
2	Building renovation intended to address structural deficiencies as well as strategic improvements to improve the patron and performer experience, meet current accessibility requirements, and meet audience amenity expectations. This option includes modest expansions of the building area at the front (west) and rear (east) and significantly updates the internal configuration and functionality as well as the external appearance. Accessibility, comfort, sightlines, and acoustics for patrons would be improved.	2 years	\$215 million
3	Full replacement of the auditorium with a new state-of-the-art facility. This option includes a conceptual "ideal" space plan meeting current industry standards and patron expectations. This replacement facility could be built at an alternate location, ideally with a larger footprint than the current site, which would allow continued operation of the existing facility during construction; it could also be located on the current site, though the small footprint presents challenges.	2.5 years	\$245 million

¹ All cost estimates assume construction begins in 2024.

² Option 1(a) was an early conceptual approach to seismic strengthening that would reinforce all structurally questionable walls with additional concrete. This option was quickly deemed infeasible because of the numerous impacts on the building's interior that would render many hallways and existing spaces unusable. This option is also more expensive than the Option 1(b) that was subsequently developed and modeled. Option 1(a) was not further developed and is not considered viable.

The following project summary report includes:

- The building's history
- Construction information
- The Keller's role in the regional performing arts scene
- Details regarding the three options for renovation or replacement

Additional technical information on the structural analysis and renovation or replacement options is available upon request from the Office of Management & Finance's Spectator Venues Program.

No funding is currently identified to support major construction at the Keller, including any of the options described above. The focus of the City's effort to date has been to fully understand the current condition of the building and the options for renovations or replacement.

Next steps will include discussions with elected officials, community leaders, and arts organizations, including major tenants and users of the Keller to develop a strategy for action. The Keller will remain in use for the foreseeable future.

BUILDING HISTORY & CONSTRUCTION

Located between SW Clay and SW Market Streets, and SW 2nd and SW 3rd Avenues, the Keller Auditorium was constructed by the City of Portland in 1916-1917 as the Public (or Municipal) Auditorium.

Later renamed the Civic Auditorium, the building underwent a major renovation and modernizing remodel in 1967-1968 during the implementation of the South Auditorium Urban Renewal Plan, which demolished and redeveloped the neighborhood immediately to the south. The renovation transformed the auditorium from a utilitarian multi-purpose facility with a gently sloping orchestra floor and large wrap-around balcony to the steeply sloped orchestra with two balconies that are present today.



The late-1960s renovation was extensive and completely removed and rebuilt the interior, the front (west) façade, and the stage end (east) part of the building. However, the primary structural system holding up the roof, the masonry brick walls running east-to west along the north and south sides of the building, and the roof structure itself were not replaced and remain intact today.



Unaltered since 1968, the auditorium structure consists of concrete floors that are supported by either concrete or steel beams with a mixture of concrete, brick, and concrete masonry unit (CMU) walls. The layout of the existing structure consists of a basement under the building at two different final grades. The remainder of the existing building is defined by the main orchestra floor which slopes to connect the two basement grades. There are two existing balcony levels. All existing floor levels have access to the main elevators and stairwell.



The portion of the existing building that is around the stage end is laid out differently than the public access areas. There are two levels of rehearsal rooms with high ceilings on the south side and seven levels of dressing rooms with low ceilings on the north side. The roof structure is supported by large, open web steel trusses that support steel beams encased with concrete which support the 4-inch concrete roof slab.

The overall dimensions of the Keller Auditorium are 249 feet in the east-west direction by 192 feet in the north-south direction. During the 1960s renovations, the stage was enlarged and extended partially into the right-of-way of SW 2nd Avenue.

KELLER TODAY

The Keller Auditorium is owned by the City of Portland and operated by Portland'5, which is part of Metro. It is overseen by the Metropolitan Exposition and Recreation Commission.

At 102 years old, the Keller continues to play a key role in the region's performing arts landscape, hosting nearly 400,000 guests annually. Seating approximately 3,000, the Keller is the largest theatrical auditorium in the state and the only one in the metropolitan area capable of hosting travelling Broadway performances, large opera shows, and ballet productions.





Within the portfolio of venues operated by Portland'5, the Keller plays an especially important role, as commercial productions and concerts are among the more profitable shows: they represent approximately half of the organization's total annual revenue. The financial success of large commercial shows at the Keller helps Portland'5 support the Keller's resident companies and the operation of the smaller theaters, making local productions more feasible and affordable.

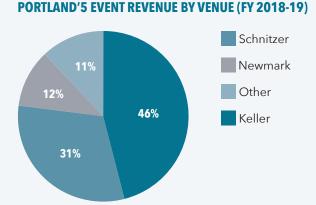
Very limited changes have been made to the Keller since the 1968 major renovation and modernization. However, building codes have changed significantly over the past 50 years and awareness of the region's seismic vulnerability has increased. As a result, we now have questions regarding the Keller's structural resiliency and ability to withstand a major earthquake.

Because the building is a mix of structural systems built in 1917 and 1968, it can be partially considered an unreinforced masonry (URM) building. Amid renewed interest in regulatory approaches to address the City's unreinforced masonry buildings, the City, Portland'5 Centers for the Arts, and a consultant team began a comprehensive structural assessment of the Keller Auditorium in 2017. The financial success of large commercial shows at the Keller helps Portland'5 support the Keller's resident companies and the operation of the smaller theaters, making local productions more feasible and affordable.

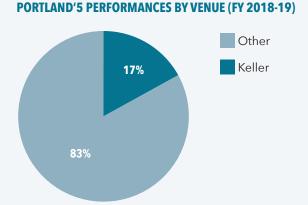
TOP TEN PORTAND'5 PERFORMANCES BY REVENUE (FY 2018-19)

1	Aladdin	\$895,527	Keller	Broadway
2	Phantom of the Opera	\$646,032	Keller	Broadway
3	The Nutcracker	\$454,515	Keller	Oregon Ballet Theatre
4	The King & I	\$361,937	Keller	Broadway
5	Wicked	\$355,753	Keller	Broadway
6	Come From Away	\$341,746	Keller	Broadway
7	My Favorite Murder	\$339,379	Schnitzer	Commerical Show
8	Waitress	\$333,427	Keller	Broadway
9	School of Rock	\$314,043	Keller	Broadway
10	The Lightning Thief	\$297,773	Keller	Commerical Show
		\$4,340,132		

In FY 2018-19, the top ten highest-grossing events for Portland'5 brought in over \$4.3 million. Of those ten shows, the Keller hosted nine and generated \$4 million, or 92%.

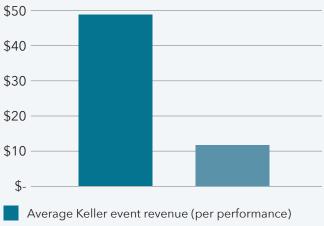


In FY 2018-19, events held at the Keller generated over \$8 million, accounting for 46% of all revenue from Portland'5 venues.



In FY 2018-19, the Keller hosted 17% of the 983 performances held across all Portland'5 venues.

PORTLAND'5 EVENT REVENUE BY PERFORMANCE



Average event revenue in other p5 theatres (per performance)

In FY 2018-19, the Keller generated average revenue of \$48,000 per performance. During the same period, the other Portland'5 theaters generated average revenue of \$12,000 per performance.

Keller Auditorium - Seismic Analysis Summary

STRUCTURAL ASSESSMENT & MODELING

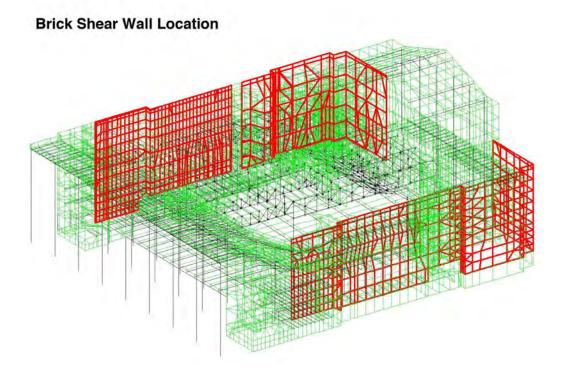
The City retained Miller Consulting Engineers (MCE) to develop a partial Tier 3 ASCE 41-13 structural analysis of the building³.

Miller's initial scope of work consisted of relying on partially legible drawings from 1917, 1966, and exploratory site visits to develop a digital structural model. The scope of the analysis was limited to the main structural systems in the building, particularly shear walls and diaphragms.

The model was used to test the building's structural capacity in close to 600 different mode scenarios to develop an understanding of its behavior. The model produced loads in all the walls that were used as lateral resistance elements and, even though the walls added in 1966 are more rigid, a significant portion of the lateral load is transferred to the 1917 brick masonry exterior walls. The modeling demonstrated that the structure of the building, in its current configuration is vulnerable to failure in a number of different seismic scenarios. The modeling demonstrated that the structure of the building, in its current configuration is vulnerable to failure in a number of different seismic scenarios.

existing buildings created by the American Society of Civil Engineers (ASCE 41). In their analysis, MCE followed the recommendations of ASCE 41 for both force levels and acceptance criteria. The force levels that were used for this analysis are BSE-2E and BSE-1E with their acceptance criteria being "Limited Safety" and "Damage Control" respectively.

³ The building was analyzed by MCE according to building code standards for the seismic rehabilitation of



To help understand a rough order of magnitude of the necessary upgrades, Miller developed an engineering cost estimate. This estimate was based on repairs to strengthen the concrete and masonry walls adding reinforced pneumatically placed concrete to the inside face of the wall to resist the missing shear capacity, as well as provide additional out-of-plane capacity. Masonry partition walls were expected to either be braced or removed and replaced with metal stud walls.

The costs of this approach were estimated to be over \$50M and did not include any of the associated architectural or mechanical work that would be required. In addition, this approach to the repairs would render the building unusable because of the added thickness to many walls in areas where there is not adequate space. This approach to the seismic enhancements is not a viable option and was not pursued further.

REFINEMENT & DEVELOPMENT OF OPTIONS

Whatever the future holds for the Keller, seismic improvements must be made to ensure safety for building occupants. However, seismic improvements alone will not improve the building's aging infrastructure, outdated design, lack of amenities for patrons and performers, and lack of accessibility.

In this phase of study, the City and Portland'5 expanded the consultant team to include architects, theater experts, cost consultants, and mechanical engineers to develop a better understanding of what a Keller renovation and retrofit project would include.

After the initial seismic modeling, Miller conducted additional analysis to find more efficient seismic solutions. These options included programmatic and architectural revisions along with more efficient solutions to address the building's structural deficiencies.

FIGURE 1, KELLER AUDITORIUM: RENOVATION AND REPLACEMENT OPTIONS COMPARISON.

	Option 1B*	Option 2	Option 3	Option 3
	Renovation of existing building to address seismic deficiencies only	Renovation of existing building to address seismic deficiencies and improve operations, accessibility, and theater experience	Replacement of existing building with state-of-the art facility on current site	Replacement of existing building with state-of-the art facility on alternative site
Estimated cost (construction only, assumes construction begins in 2024)	\$119 million	\$215 million	Not estimated	\$245 million does not include demolition
Estimated cost per square foot	\$896	\$1,318	Not estimated	\$1,137
Number of seats	3,000	2,500	2,800-2,900	2,800-2,900
Improves seismic safety and resiliency	2 Better	2 Better	1 Best	1 Best
Meets modern safety and accessibility requirements	×	\oslash	\oslash	\oslash
Improves functionality for guests and performers	×	\oslash	\oslash	\oslash
Improves aesthetics and amenities	×	\oslash	\oslash	\oslash
Allows for Broadway and local performances during construction	×	×	×	\oslash
Allows facility to serve the community for 50+ years	×	\oslash	\oslash	\oslash
KEY				



Rating for relative Seismic Safety after renovation; 1, 2, or 3 (1 being best)

Identifies options that DO meet the criteria of the category Identifies options that DO NOT meet the criteria of the category

×

* Option 1A is not included in this evaluation because it was a preliminary engineering exercise only and did not result in a project that was operationally or financially feasible.

Option 1(b) – Seismic Upgrade with Required Sustaining Projects (estimated \$119 million)

The model for Option 1(a)⁴ was used as the starting point for the modelling for Option 1(b). This option presents a solution to the seismic issues present at the Keller that limits the work areas and reduces costs as much as possible.

The goal of this option is to strategically select the lateral elements of the building that were going to be upgraded, repaired, or replaced due to deterioration, in order to produce the greatest structural and cost benefits. This process of analysis was structurally driven and only those areas of the building impacted by necessary structural work receive architectural enhancement. One of the early decisions that provided a significant benefit to this analysis was the removal of the existing concrete facade panels and replacement of the building's unreinforced masonry exterior walls with new walls and lightweight cladding.

One of the advantages to this option was that most of the primary structural systems were based on modern materials. Design and analysis based on these modern materials allows for better structural capacities to be used for comparison.

In addition to the structural work, this option includes costs to rebuild areas of the building affected by the structural modifications. It also includes costs associated with building system upgrades that will need to be done to keep the building operational for another 20 to 30 years. The project would require closing the building for up to two years during construction.

In summary, the cost for this option is substantial and although less expensive than the other two options, the disruption to everyday business operations is profound. There are no significant improvements to the theatrical, functional, and programmatic elements that are generally considered necessary for a venue of this type to continue to be competitive for the next 20-plus years.

⁴ As described in the summary, Option 1(a) was an early conceptual approach to seismic strengthening that would reinforce all structurally questionable walls with additional concrete. This option was quickly deemed infeasible and was not further developed, but it did result in the model that was used in Option 1(b).

Option 2 – Major Renovation Including New Additions (estimated \$215 million)

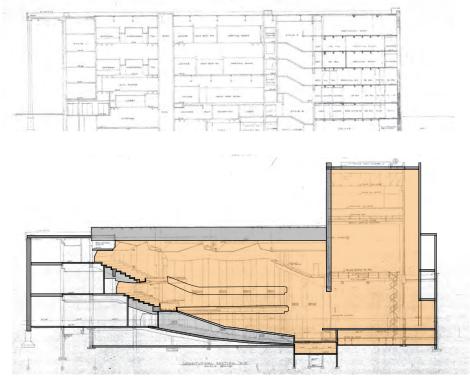
Option 2 was developed to not only strengthen the building to prevent collapse (while recognizing that the building may need major repairs or replacement after a major seismic event), but also to upgrade the facility to 21st century standards to the maximum extent possible. The purpose of developing this option was to test the concept of reinventing the Keller into a state-of-the-art Broadwaycapable theater able to serve the Portland region for another 50 years.

The structural model for Option 2 used the model that had been developed through Options 1(a) and 1(b). However, because this option was directed primarily by the attempts to address the programmatic needs of the building, the structural changes to the building were extensive.

As with Option 1(b), Option 2 proposes demolishing unreinforced masonry walls and replacing them with new steel and concrete structures, bracing the auditorium ceiling, bracing structural walls, expanding the building's footprint at the NE and SE corners and over the current arcade on the west, extending the second balcony and adding additional box seating, improving acoustics, rebuilding the orchestra, changing the stage height, completely rebuilding the dressing room tower, adding a full kitchen and other guest experience amenities, fully addressing ADA accessibility issues, and adding a three-truck loading dock at the stage level on the north-east corner of the building. Mechanical and electrical modifications are extensive and intended to bring the building fully up to modern standards for efficiency and comfort. Theatrical technical equipment improvements include total replacement of the production rigging system, new orchestra pit lifts, new seating, and other enhancements.

Due to the space constraints within the building, the seating count of the auditorium is reduced from 3,000 seats to around 2,500 in this option. Because of the extensive changes to the auditorium and changes in almost every part of the building, the project would require closing the building for approximately two years during construction.

In summary, as with Option 1(b), the cost for this option is high and the disruption to everyday business operations is profound. However, unlike Option 1(b), this option makes significant improvements to the theatrical and functional elements that are needed for a modern venue to continue to be viable for the next 50 years.



OPTION 2 SECTION

Option 3 – New Theater Building on Alternate Site (estimated \$245 million)

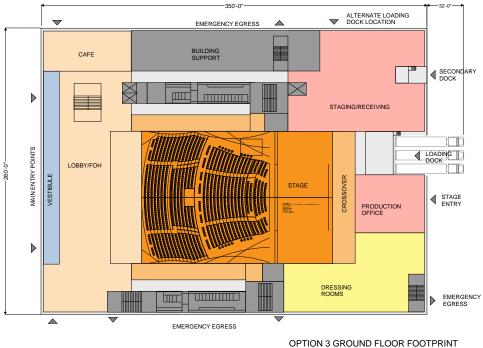
This option would replace the Keller Auditorium with a new facility that serves the needs of Portland'5 and the community, creating a new a state-of-the-art home for opera, ballet, and traveling Broadway productions. The option assumes a 2,800-seat auditorium built on an undetermined site located somewhere in central Portland.

This option was developed by LMN Architects with input from The Shalleck Collaborative, who are theater consultants. Because it is entirely new construction, the building would be expected to conform to whatever version of the Oregon Structural Specialty Code (OSSC) is in effect when the project is permitted. This option is the most likely to survive a major seismic event with little or no damage and can be expected to be usable sooner after an earthquake than either of the other options.

A preliminary room list was developed which details the ideal location, square footage, and amenities required for each element of a new auditorium (e.g., public space such as the lobby, lobby support, reception areas, staff support areas, performance space such as the auditorium, stage, stage support spaces, performer support, workshops, services, administrative areas, etc.). The room list and square footage calculations were used to develop the cost estimate for this project. Note that the estimate does not include costs for land/land acquisition; however, building in a different location would free up the current site for sale and redevelopment.

A major new facility could be an anchor and catalyst for neighborhood growth and encourage additional public/private investment. It would also allow the existing Keller to remain in operation during the construction of the new building. Construction of a new building is estimated to take 2.5 years to complete.

In summary, the cost is the highest of the options studied. However, because the building is larger, the cost per square foot is less than a major renovation and upgrade of the existing Keller Auditorium (Option 2). An entirely new facility would also be the safest option and can be designed and built to modern theatrical standards ensuring a long lifespan.



MOVING FORWARD

The structural studies and conceptual options developed by the City and Portland'5 over the last two years are the first steps of a more comprehensive community conversation about the best path forward for the Keller Auditorium and Portland'5 Centers for the Arts.

The scale of the need at the Keller is still being assessed and stakeholders will need time to digest information and consider options for either renovating or replacing the building.

In the meantime, it is important that the Keller continue to operate successfully while the City and Portland'5 work with the community to determine of the best path forward. The Keller meets all current fire, life, safety code requirements and, apart from questions about its performance in a major seismic event, can be considered safe, even if lacking in modern amenities.

Given the Keller Auditorium's seismic issues and the building's unique ability among the region's venues to accommodate large shows and Broadway productions, the need for renovation or replacement is clear.

However, there are no current funding sources identified for a project of this magnitude and scale. As shown by the options described in this report, there are multiple ways the City and Portland'5 could proceed that would ensure the region has a large performing arts venue that can accommodate educational programs, cultural events, and world-class performances for years to come. However, renovation options that would put Broadway, opera, ballet, and independent performance productions out of commission for two years or more would harm Portland'5's operational sustainability as well as severely stress the resident companies.

Given the Keller Auditorium's seismic issues and the building's unique ability among the region's venues to accommodate large shows and Broadway productions, the need for renovation or replacement is clear.

COMMUNITY INTEREST IN IMPROVEMENTS

Over the past several years, a group of interested property owners in the surrounding neighborhood hosted an international design competition to envision what an updated Keller Auditorium would entail.

The proposals focused exclusively on the exterior of the Keller and were not intended to address the many existing seismic, structural and guest/performer experience deficiencies of the building, but to reimagine its image from the outside and improve its relationship to the surrounding area. Operational and financial parameters were not placed on the respondents.

Stufish Entertainment Architects was selected as the winner of the design competition for their captivating proposal to transform the face of the Keller Auditorium with a large, multi-level glass addition to the west, into and over SW 3rd Avenue toward the Ira Keller Fountain. While the project as proposed would not address all structural or operational deficiencies of the existing building, it demonstrates the community's recognition of the Keller's importance and shows a desire from neighboring property owners and businesses to participate in conversations about the future of the facility.

Next Steps

Over the coming months, the City and Portland'5 will engage in discussions about this information with decisionmakers, potential donors, tenants, and users of the Keller Auditorium. Determining a process for how to move forward and developing a funding strategy will be the focus of these conversations.

Additional Information

More detailed project information is available upon request from the Spectator Venues Program.

PSU / Keller Program Comparison

	LMN Recommended Program (2,800 Seats)	Keller Renovation (2,800 Seats)	PSU Proposal (3000 seats)	NOTES
	Net SF	Net SF	Net SF	4
PUBLIC SPACES				_
Lakhu	25,290	20 605	32,804	
Lobby Building Entry Vestibules	25,290	30,605 360	1019	-
Orchestra Main Foyer	10500	6700	17000	_
Orchestra SLLs	600	400	600	-
Parterre SLLs	200	-	200	-
Box Foyer & SLL		2000		
Box SLLs	200	-		_
First Balcony Foyer	5250	11425	7185	-
First Balcony SLLs	400	200	400	
Second Balcony Foyer	5240	9320	6000	
Second Balcony SLLs	400	200	400	
	25,290	30,605	32,804	
Labby Support	9.020	7 620	9.244	
Lobby Support Box Office	8,030 400	7,630 700	8,344 790	_
Gift Shop/Merch	400	-	*	included in co
Coat Room	400	-	450	included in co
Concessions (Multiple Levels)	500	700	*	see floor level
			4050	
Concessions - Level 1 (Storage Included)		-	1259 500	_
Concessions - Level 2 (Storage Included) Concessions - Level 3 (Storage Included)	-	-	430	-
				=
Restrooms - Women	3480	1880	*	see floor level
Restrooms - Men	2480	1250	*	see floor level
Restrooms - Gender Neutral	300	3100		see floor level
Gender Neutral Level 1			2800	
Gender Neutral Level 2			1000	_
Gender Neutral Level 3			1000	_
Lactation Room	8,030	7,630	115	_
	0,030	7,030	8,344	_
Reception Area	3,700	3,250	3,775	
Donor's Room	2200	2200	2200	
Catering	375	450	625	_
Reception/Press Room	400	600	300	
Kitchen	1560	400	1600	1600 sf provid
Café (including café support)	2330		2500	2500 sf provid
Critic Rooms	300	620	300	
	3,700	3,250	3,775	
Staff Support Areas	0.250	500	2.076	
House Manager/Head Usher	2,350 150	- 500	3,976 150	_
Usher Meeting Room/Storage	400	-	695	_
FOH Storage/Program Assembly	500	-	800	_
First Aid Room	150	-	150	-
Volunteer's Room	650	500	350	_
Usher's Changing Room	300	-	300	-1
Break Room (Level 1)	-	-	470	1
Locker Room (Level 1)	-	-	150	1
FOH Staff Restrooms	-	-	300	1
Custodial	500	-	450	7
Lobby Dimmer Room (Level 1)	-	-	95	1
Lobby Audio Room (Level 1)	-	-	56	
	2,350	500	3,976	

concessions

el totals below

el totals below el totals below el totals below

ided in PSU hotel rided in PSU hotel

PSU / Keller Program Comparison

Auditorium	30,000	21,950	30,000
Orchestra/Parterre	13300	11500	13500
In-House Mix Storage	200	200	200
Boxes	3000	2500	3000
First Balcony	6750	3330	6000
Second Balcony	6750	4420	7300
	30,000	21,950	30,000
Store	16,140	10,640	18,495
Stage Stage	6550	4750	7180
Stage SLL (on all four corners of the stage)	200	-	340
Counterweight Pit	450	200	440
Load-In/Staging	2000	2000	2025
Stage Manager Console Position	150	150	165
Corssover Aisle	1200	-	105
Orchestra Pit	1600	1600	1450
Orchestra Pit SLL	1000	-	640
Seat Wagon Storage	1750	1400	1700
Stage Floor Traps/Trap Room	1600	-	1570
Control Booth	270	160	300
Technical Support Spaces	470	380	1,283
Quiet/Cry Room			310
Quiet/Cry Room SLL			52
	16,140	10,640	18,495

Stage Support Spaces	3,400	3,850	3,670
Production/Technical Office	600	600	1050
Crew Room	600	600	416
BOH Catering	300	300	551
Changing Room & Lockers	400	650	301
Props Shop	200	300	324
Painter's Closet	100	-	159
Backstage RR	600	800	432
Quick Change Rooms (Level 1)	300	300	135
Visting Staff Offices	300	300	302
	3,400	3,850	3,670

PSU / Keller Program Comparison

Performer Support	17,940	16,110	22,594	
Stage Door/Receiving (Level 1)	300	300	429	-
Green Room	600	580	645	-
Principal/Double w W/C and Piano	440	480	750	-
Pincipal - 2 Person w W/C	1400	1560	735	-
4-Person Dressing Room	1500	1460	1500	-
15-Person Dressing Room	1400	1400	1500	-
24-Person Chorus Dressing Rooms	1800	2080	1980	-
Conductor Dressing Room		-	256	-
Musician Changing Room	-	-	1200	-
Therapy Room	300	470	300	
Make-Up Room/Wig Room	400	570	561	-
Laundry	-	400	200	
Coaching Room	250	-	213	
Wardrobe	500	720	571	
Warm-Up	350	440	705	
Performer's Lounge (Level 1)	800	1100	785	-
Artist's Lounge	1000	1540	1000	
Instrument Storage	400	480	450	
Storage	250	350	311	
Rehearsal Hall 1	4550	1880	3200	3200 sf provided in PSU academic space
Rehearsal Hall 2	1000	1400	1400	1400 sf provided in PSU academic space
Rehearsal Hall 3	-	-	1750	1750 sf provided in PSU academic space
Rehearsal Hall Storage Rooms	300	-	1000	1000 sf provided in PSU academic space
Musician Green Room			515	
Percussion Storage			644	-
	17,940	16,110	22,594	-
	11,040	10,110	12,004	-
Workshops	3,250	3,090	5,726	
Stage Department Shop (Scenic)	500	800	866	
Storage - General	1000	400	1600	
Lighting Equipment Storage	500	490	300	
Sound Shop	250	-	300	7
Sound Equipment Storage	500	900	350	
Sound Support Spaces	300	300	*	
Storage - Rigging	-	-	150	
Storage - Props	-	-	150	
Storage - Roadcases	-	-	177	
Storage - Piano	-	-	200	_
Storage - Stage Tools Storage - Dance Floor		-	100 150	-
Storage - Soft Goods	-	-	1083	-
Storage - Lighting Racks	-	-	300	-
Lighting Electrical Room	200	200	*	Dimmer Room accounted for above
	3,250	3,090	5,726	
Services	3,350	1,920	2,673	
Freight Elevator	150	120	273	
Security Closet	100	100	100	
Receiving/Dock	2000	600	1200	4 dedicated loading docks
Temporary Storage	1100	1100	1100	
	3,350	1,920	2,673	
				_
Administration	2,200	1,900	4,940	
Building Operations Suite	500	600	605	_
Building Services Loading Dock	500		500	500 SF provided in PSU academic space
Receving (stage door receving)	300	300	517	_
Trash/Recycling	800	900	820	_
Security at Stage Door (Level 1)	100	100	220	_
RR - Admin (Women)	-	-	142	
RR - Admin (Men)	-	-	142	
Board Room Lounge/Lunchroom	-	-	605	
General Offices	-	-	339 1050	-1
	2,200	1,900	4,940	1
L	,		,	_
TOTAL NET SF	115,650	101,445	136,997	
L				



Memo

То	Jason Franklin and Don Forsythe Portland State Universit	ý	
Сору	Michael Tingley BORA		
From	Naomie Winch and Scott Crossfield Theatre Projects	Date	May 1, 2024
Project	Keller Auditorium Replacement	File	24209
Subject	Keller New Build versus Renovation	Pages	2

As the future of the Keller Auditorium is being explored, it is important to note the advantages of new construction versus the renovation of the existing building particularly as it relates to architecture. In order to support Portland State University's (PSU) approach for new construction, Theatre Projects has been asked to identify the benefits of new construction. The two main architectural benefits broken down below include improved space programming and updated technology.

- Improved space programming
 - New front-of-house (FOH) and back-of-house (BOH) spaces can be tailored to support resident companies such as Portland Opera and Portland Ballet. These users would no longer be living with the legacy of retrofitted support spaces and could have a "place to call their own."
 - Public FOH spaces can be improved to address new social norms such as the addition of sensory and lactation rooms as well as the incorporation of gender inclusive restrooms.
 - The lobby in a new building can be specifically designed to be used outside of performance times creating a welcoming "home" during the day. PSU students can utilize the lobby during class transition periods and with the addition of a café or coffee shop, staff and students can engage the venue throughout the day.
 - Within the new Keller, a larger lobby could exist which would expand audience amenities and make them more accessible. The larger main floor lobby would allow for greater ease of movement for the patrons and easier access to concessions and Artist merchandise, allowing for greater ancillary income for both the venue and the Artist.
 - BOH spaces in the new Keller would be designed to have greater proximity to the stage. The closer proximity to the stage would help cast and crew to feel more comfortable in an unfamiliar venue especially during performances. Additionally, proper flow of the BOH areas would create more efficiency and allow for smoother load in and load outs.
 - A 6-truck bay, as opposed to the 2-truck bay at the existing Keller, would ultimately save time and money. With an increased truck capacity, load-in and load-out times will be shorter and as a



result stage crew overtime requirements will be shorter. Less overtime equals less overhead for the new venue and the shows that are coming in.

- Within the venue itself, a new build will dramatically improve sightlines and acoustics that in turn will enhance the actor and audience relationship. Additionally, a new space design will correct current code issues and improve overall accessibility.
- Increased stage size allows for large touring shows to have expanded room for storage, set pieces, and other production related equipment. Additionally, more space on stage increases the ease of maneuverability for cast and crew.
- Updated technology
 - Enhanced theatrical technology will allow PSU students a chance to work with new state-of-theart equipment and learn current industry standards.
 - The latest technology and infrastructure will set the new Keller up for another successful 50 years of presenting performances to the people of Portland. With the most recent renovation being in the 1960's, and with the change of performer requirements, the current Keller Auditorium has long-lived over its life expectancy.
 - General environmental issues can be undertaken with new technology by creating a more energy efficient building with a lower carbon footprint. The focus on energy efficiency in a new building can include improved mechanical with proper insulation, the upgrade of lighting fixtures to LED, and the utilization of solar power.
 - Seismic upgrades are overdue at the existing Keller and the cost to renovate for seismic compliance could be prohibitive. A new building can have seismic compliance incorporated at a similar cost to a full renovation.

Each item above supports both PSU and the larger future of the Keller. A new building will set Portland up for success in the arts and entertainment sector. As the decision for what is to become of the Keller is given over to City Council, Theatre Projects encourages the City of Portland to abstain from being rooted in the past and to aim future-forward.

24209-2024-05-01-New Build Recommendation



Zoning Analysis – PSU Keller Replacement

310 SW Lincoln St SW Lincoln at SW 4th Ave Streetcar line on Lincoln

CXd – Central Commercial (design overlay) CC – Central City Plan District – University District/ South Downtown Subdistrict OSd at east property line RXd at east and north property line CM3d (MU-U) at south property line R272222 – 3.85 acres (167,706 sf)



BORA

FAR

6:1 base = 1,006,236 sf, 9:1 with bonus = 1,509,354 sf

- Up to 3:1 FAR via bonus
- Unlimited FAR transfer from a historic resource (FAR transfer sector 1)
- The following uses are not counted as FAR
 - o Public school, daycare, library, community center 10 yr binding agreement and covenant required

Bonus Options

- Inclusionary zoning bonus of 3:1.
 - o 10% of units at 60% median family income or
 - o 20% of units at 80% median family income
 - o Letter and property covenant required to certify requirements are met
- Must earn 3:1 bonus from inclusionary zoning before qualifying for other bonus options if a housing project.
- Payment into the Affordable Housing Fund is an option to achieve bonus FAR, but has been deemed cost prohibitive by most developers.

Height

150' base height

- Eligible for height increase
- Height bonus up to 250' max with inclusionary housing
- Scenic View Corridor for Duniway Park 160' max projections above max height not allowed (parapet, mech, elev, etc)
- Shadow study required for Open Space impact



Building code issues:

- 75' High-rise floor 75' above grade, smoke detection system, fire dept communication system, emergency voice/alarm system, fire command center
- 120'- Fire service access elevators and elevator lobbies required

Additional Requirements

Ground Floor Windows – *being reduced to 40% for 5 years starting 3/1/24, same comment as above regarding Design Review.*

- Broadway and 6th 60% of ground level wall area (measured from 2' 10' above grade)
- Market and Clay 40%
- View into work area, lobby or pedestrian entry. Can not be storage, parking, trash/recycling or mechanical. Bike parking can be used to meet up to 25% of the required area.
- Sill must be no more than 4' above grade
- Artwork can be used through adjustment or design review

Bird Safe Glazing

- Façade with 30% or more glazing for first 60' from grade (includes glazed balcony railings)
 - o 90% of glazing on each façade to comply
- Glazing within 15' of adjacent ecoroof or vegetated area

Ground Floor Active Use - being waived for 5 years starting 3/1/24, although not a code requirement, Design Review approval criteria need to be met and provide some activity along the public realm.

- Broadway and 6th to comply
- No dwelling units at ground floor
- 50% of ground floor walls that front sidewalk, plaza or other public open space
 - o Lobby, Retail, Commercial, Office
 - o Not Storage, Parking, Trash/recycling or Utility
- Standards
 - o 12' from floor to structure above
 - o 25' deep from street facing façade
 - o Accessible, include windows and doors

Ecoroof

• Buildings over 20,000 sf must include ecoroof over 100% of the roof except where mech equip, stairs, skylights, or uncovered common outdoor areas are provided.

Low-Carbon building

• Buildings over 50,000 sf must register for a green building certification program.

Parking (Central City Sector 4)

Residential

- no minimum d
- maximum 1.2 per unit

Office or School

- no minimum
 - maximum 1.0/ 1,000 nsf
- 5 spaces or 5% (whichever is less) reserved for carpool before 9 am weekdays, closest to entry/elevator, signs

Dimensions – 90 degree stalls 8'-6" x 16'-0" min. (9' x 18' preferred) with 20'-0" aisle

Bicycle Parking

Residential

- 1.5 spaces per unit long-term
- 1 space per 20 unit short-term
- Can be provided within unit, hanging bikes is acceptable

Office

- 1 per 10,000 sf net long term
- 1 per 40,000 sf net short term

School (6-12)

- 4 per classroom long term
- No short term required

Retail

- 1 per 12,000 sf long-term
- 1 per 5,000 sf short-term

Loading

Two Type A loading spaces - (1) 35' long x 10' wide x 13' high

Code Considerations

EXITING (in a sprinklered building)

- Dead end corridor 50' max
- Common path of travel Residential 125' max
- Exit access travel distance Residential 250' max
- Exit stair separation 1/3 the max diagonal dimension

EXTERIOR SEPARATION

- Exterior wall < 30' from property line requires 1 hr rating
 - o Openings < 10' from property line not permitted without fire shutter or water curtain
 - o Openings 10'-15' from property line 15% of wall area
 - o Openings 15'-20' from property line 25% of wall area
 - o Openings 20'-25' from property line 45% of wall area
 - o Openings 25'-30' form property line 70% of wall area
 - Exterior wall => 30' from property line non-rated with unlimited openings

INTERIOR SPACE DIMENSIONS - MINIMUMS

- Dwelling unit
 - o One space 120 nsf min
 - o Other rooms 70 nsf min, 7' min dimension, 7'-6" min ceiling height
 - Kitchen no min floor area, 3' between counter and wall/counter
- Efficiency unit
 - o Living room 220 sf min + 100 sf for each occupant in excess of two
 - o Separate closet required in unit
 - Kitchen sink, cooking appliance and refrigeration required, clear work space 30" min, light and ventilation.

BORA

•

- o Separate bathroom with water close, lavatory and bathtub or shower
- Bedroom window (OSSC 1029) not required in a high-rise
 - Sleeping rooms below the fourth story above the grade plane shall have at least one exterior emergency escape and rescue opening or door to the exterior.
 - o 5.7 sf min or 5 sf if at ground floor
 - o 24" min height, 20" min width, 44" sill max
- Operable windows
 - o Restrict operable windows to 4" max opening when within 36" of the floor.
 - o When operable window is 72" above grade, sill height 36" min.





July 12, 2023 Date of REEL Release

August 11, 2023 **Proposals Due**

August 2023

Property short list announced and interviews

August 2023

Up to three properties selected for further study

SUBMISSION PROCESS

Proposals should be emailed to both:

Karl Lisle

External Partnerships and Programs Manager City of Portland Office of Management and Finance karl.lisle@portlandoregon.gov

Lauren Broudy

Spectator Venues Program Coordinator City of Portland Office of Management and Finance lauren.broudy@portlandoregon.gov

The City of Portland is exploring the availability of potential sites for a new performing arts venue. This Request for Expressions of Interest (RFEI) invites submissions by interest-holding parties for properties which could be suitable for this use.

About this Request

For over 100 years, the Keller Auditorium has been one of Portland's largest and most popular performing arts venues, hosting nearly 400,000 guests each year and providing the only local space for large-scale performances such as Broadway productions, ballet, operas and more. Like many older civic buildings, the Keller was not built to withstand a major earthquake. A <u>2020 seismic report</u> provides a preliminary analysis of structural renovations needed to meet modern safety standards at the venue. Upgrades are also needed to improve guest amenities, backstage facilities and mechanical and production systems, to ensure large-scale productions can continue into the future. Along with four other venues, the Keller Auditorium is owned by the City of Portland and operated by the Portland'5 Centers for the Arts (part of Metro) under the oversight of the Metropolitan Exposition and Recreation Commission.

In 2022, the City of Portland and Metro contributed funds to a privately led effort to explore a renovation plan for the existing site with seismic and structural improvements, along with safety, accessibility and production efficiency upgrades, which meet current codes, all at the current venue location. This work builds on an earlier design competition aimed at reimagining the existing facility and is currently underway, scheduled for completion in late summer, 2023.

Concurrently, the City of Portland would like to examine possibilities for the development of a new large-scale performing arts venue, ensuring a comprehensive assessment of options for Keller Auditorium's future that address the operational needs of the users (e.g., clients, performers, staff and guests). While renovation or replacement of the building on-site are two obvious options, a third option, building anew in an alternative location, is being considered as it would allow continuous operations and may present other opportunities not possible on the current site.

The City is considering all modes of partnership opportunities for the potential new site: purchase, lease and/or co-development. The opportunity to become an anchor tenant to a larger development and generate millions of dollars in economic impact to our region is both exciting and trailblazing.

Next Steps

The City may select up to three sites that meet the minimum requirements for further evaluation and conceptual design work to evaluate feasibility.

The privately led effort to propose a Keller Auditorium renovation design on the current site will be completed by late summer 2023.

The renovation design will be paired with the list of properties that could serve as potential sites for a new large-scale performing arts facility to provide City leaders a comprehensive set of options for exploring the future of performing arts in Portland.

Working with Metro and the Portland'5 Centers for the Performing Arts, the City of Portland Spectator Venues Program will manage the solicitation, evaluation and selection process.

Funding to construct a project has not been identified at this time. This RFEI is not intended as a formal offering, award or guarantee of participation in a future solicitation.

Site Requirements

The following site attributes are considered ideal for a new large performing arts venue:

- Sites of at least two acres in area with approximate dimensions of at least 260 feet by 350 feet available for the building footprint. The venue will not comfortably fit on a typical Portland city block (200 feet by 200 feet).
- Robust access to mass transit and bike parking.
- Sufficient vehicle parking within walking distance, or sufficient space to construct onsite parking.
- Truck access and loading and a passenger vehicle loading/drop-off zone(s).
- Sites located within <u>Portland's Central City</u> are preferred.

Facility Parameters

The following are rough parameters for the program of a new large performing arts venue:

- Over 200,000 square feet of floor area
- Seating capacity of 2,800-3,000 patrons
- Stage with orchestra pit and rigging capable of large-format performances including Broadway shows, concerts, ballet and opera productions
- Loading dock capable of handling at least two (preferably three) full-sized trucks simultaneously
- Back of house with dressing rooms, rehearsal space, production spaces and necessary storage for large scale theatrical productions
- Front of house amenities including spacious lobbies, restaurant, pre-function spaces, restrooms, reception spaces, coat check, guest services and bars

Submission Criteria

Interested parties should submit a letter of interest no longer than three (3) pages outlining:

- (1) Map or site plan to convey the location of the property proposed as a site for a potential facility;
- (2) Basic site characteristics (site area, access, parking availability, known development constraints);
- (3) A brief narrative of the site's positive attributes describing how a performing arts center might fit on the site and benefit the surrounding area; and
- (4) Description of site ownership or development control of the proposed location and indication of preference on selling or leasing of the land. Please identify all parties with controlling interest in the property. Documentation of control may be requested at a later date.

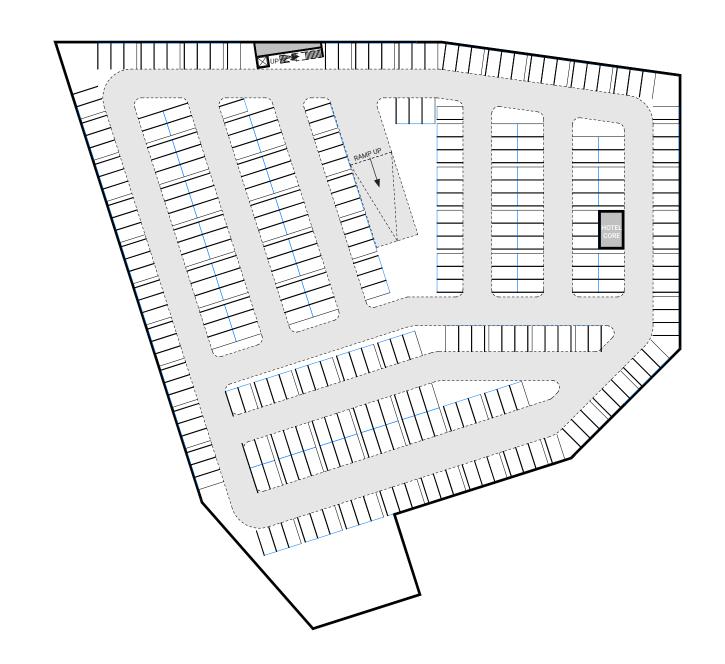
Timeline

The following schedule outlines key dates and milestones:

DATE	KEY MILESTONES
July 12, 2023	Date of RFEI Release
August 11, 2023	 Proposals due by email to both: <u>karl.lisle@portlandoregon.gov</u> and <u>lauren.broudy@portlandoregon.gov</u>
August 2023	• Up to 3 proposals selected for interviews with City of Portland staff
August through December 2023	 Selected proposer(s) can expect to work with the City on concept feasibility

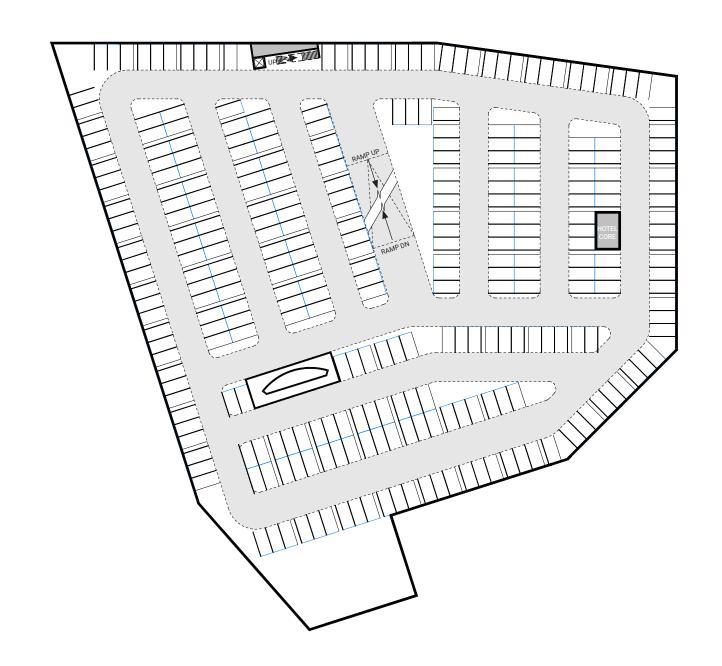
All questions and inquiries related to this RFEI can be directed in writing by email to:

Lauren Broudy Spectator Venues Program Coordinator City of Portland Office of Management and Finance lauren.broudy@portlandoregon.gov



PARKING LEVEL 2





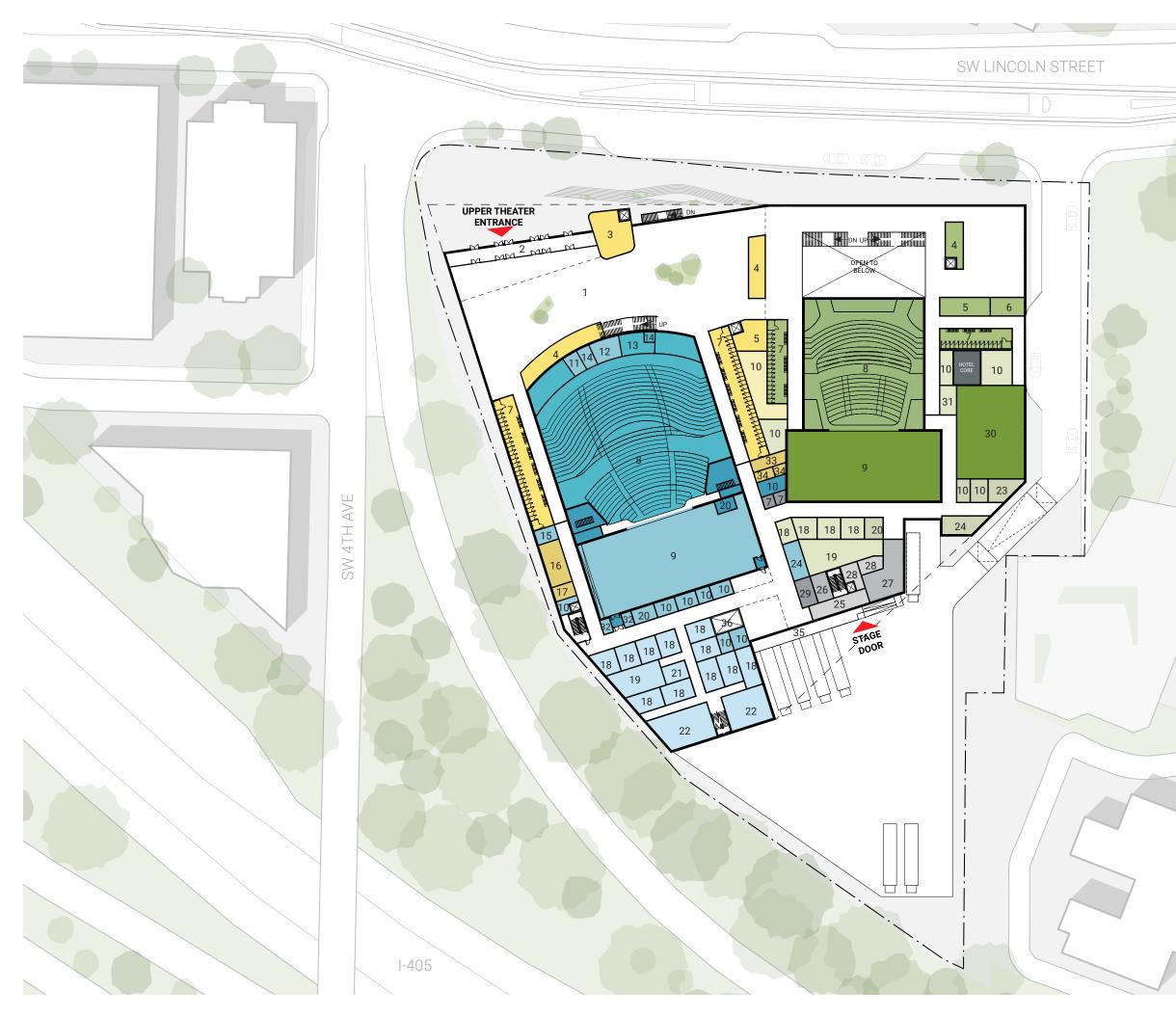
PARKING LEVEL 1





- 1 Lobby
- 2 Entry Vestibule
- 3 Box Office
- 4 Cafe
- 5 Cafe Support
- 6 Kitchen
- 7 Orchestra Pit
- 8 Basement
- 9 Seat Wagon Storage
- 10 Trap Room
- 11 Crew Room
- 12 Locker Room
- 13 Storage
- 14 Dressing Room
- 15 Green Room
- 16 Gender Neutral RR
- 17 BOH Catering
- 18 Scene Shop
- 19 Prop Shop
- 20 Mechanical Room
- 21 Electrical Room
- 22 Freight Elevator
- 23 Secure Bike Parking and Changing

GROUND FLOOR PLAN



Lobby 1

Entry Vestibule 2

Box Office 3

Concessions 4

5 Coat Room

Gift Shop 6 7

Gender Neutral RR

Orchestra Seating 8

Stage

9

10 Storage

11 Director Booth

12 Control Booth

13 Quiet/Cry Room

14 SLL

15 Office

16 Break Room

17 Locker Room

18 Dressing Room

19 Green Room

Stage Manager 20

21 **Coaching Room**

22 Lounge

23 Scene Shop

Sound Shop 24

25 Stage Receiving

26 Stage Security

27 Trash/Recycling

Electrical Room 28

29 Visiting Staff

30 Rehearsal Room

31 Artist Meet

32 Quick Changing Room

33 Custodial

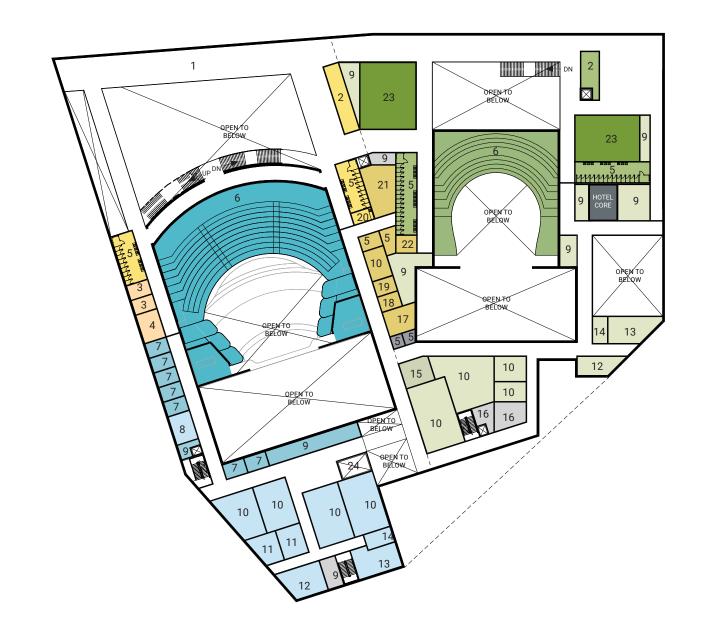
34 Lobby Controls

35 Loading/Receiving

36 Freight Elevator

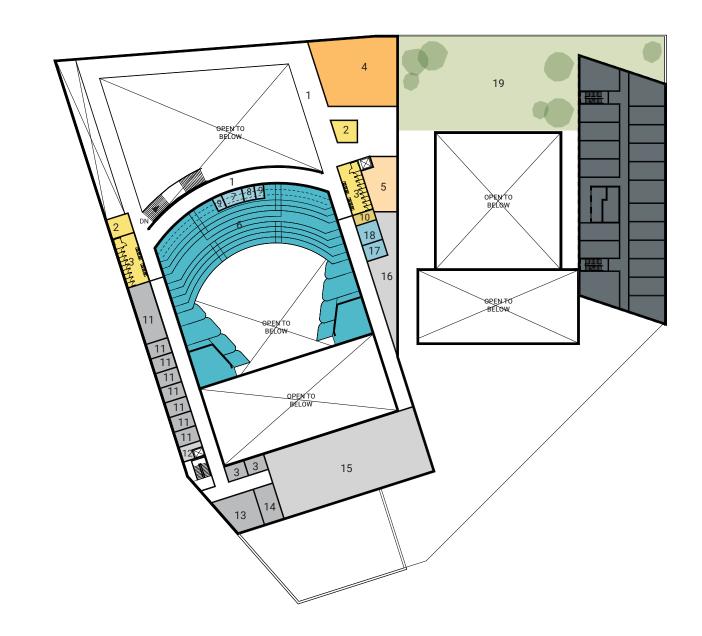






- 1 Lobby
- 2 Concessions
- 3 Critics Room
- 4 Press Room
- 5 Gender Neutral RR
- 6 Balcony
- 7 Office
- 8 Therapy Room
- 9 Storage
- 10 Dressing Room
- 11 Warm-Up Room
- 12 Make-Up/Wig
- 13 Wardrobe
- 14 Laundry
- 15 Electrical Shop
- 16 Electrical Room
- 17 Volunteer Room
- 18 First Aid
- 19 House Manager
- 20 Lactation
- 21 Usher's Meeting
- 22 Custodial
- 23 Rehearsal Room
- 24 Freight Elevator





- Lobby 1
- 2 Concessions
- Gender Neutral RR 3
- Donor Lounge 4
- 5 **Catering Services**
- 6 Balcony
- Production Booth 7
- Supertitle Booth 8
- SLĹ 9
- 10 Custodial
- 11 Office
- Storage
 Board Room
- 14 Lunch Room
- 15 Mechanical Room
- 16 Electrical Room
- 17 Amp Rack Room
- 18 Dimmer Room
- 19 Terrace

THIRD FLOOR PLAN



Memorandum

May 1, 2024

Project# 30367

To:	Leslie Cliff, BORA
	Jason Franklin, PSU
From:	Julia Kuhn & Chris Brehmer

RE: Keller Auditorium at Portland State

Per your request, this memorandum provides a brief summary of the potential transportation-related considerations associated with the proposed relocation of Keller Auditorium to the site of the existing University Place Hotel and Conference Center on the Portland State University (PSU) campus. As proposed, the site will include the Keller Auditorium, an additional event venue and the hotel. For planning purposes, the following topics are addressed in our review:

- Description of Event Facilities
- Non-Auto Options for Accessing the new Keller Site
- Need for Vehicular Parking associated with Events and the Hotel
- Venue Loading
- Ride Share Considerations

Event Facilities

The potential to relocate the Keller Auditorium from its current location at 222 SW Clay Street in downtown to 310 SW Lincoln Street provides the opportunity to include both a 3,000 seat performance venue as well as a 1,200 seat event venue as well as incorporating the hotel already on-site. This co-location with PSU as well as an on-site hotel can create transportation-related synergies with the existing University community and allow the venues to draw people who can stay at the hotel and/or walk from campus as well as utilize existing parking structures that have capacity for non-PSU patrons to park in the evenings, when most events will be held.

Based on research conducted by PSU about the types of events that typically use the Keller Auditorium today, the 3,000 seat venue could be used approximately 150 - 200 days per year (weekend matinees both weekend and weekday evenings) with varying levels of attendance. The 1,200 seat venue could also be used 100 – 150 days per year, some of which would be associated with weekday daytime uses in collaboration with area schools and others occurring on weekday evenings as well as both weekend matinees and evenings. If both venues are used simultaneously, a total of 4,200 patrons could attend although it is reasonable to assume that 90 - 95 percent of the seats would be filled, even during the most attended events. Assuming 90 percent of the seats full, this could equate to approximately 3,800 people at the venues at peak times.

Non-Auto Facilities for Accessing the Venues

The potential new site for the Keller is in a rich, multimodal environment that provides patrons with a plethora of choices for access. Along SW Lincoln Street directly adjacent to the new venue location, there is a MAX platform serving the Orange Line, a bus stop for TriMet Routes 9, 17, 19, 291 and the FX. The closest Streetcar stop is also within a four block walk of the venue. Collectively, these transit facilities provide patrons with convenient access from all across the Portland Metro area directly to the venue.

The new venue is also served by a complete network of sidewalks connecting people to other locations within the PSU campus and downtown. Finally, we note that the new venue is within 7 – 8 blocks of the existing Keller Auditorium, which provides patrons with familiarity of existing parking locations that are and can continue to be utilized when the Keller is relocated as well as the full option of dining opportunities that many patrons use before or after an event.

Finally, we note that per the City's Zoning Code requirement, the relocation of the two venues will also include a minimum of 1 long-term bike parking space per 10,000 square feet of building area and 1 short-term bike parking space per 40 seats. In addition, we note that the hotel requires 1 long-term bike parking space per 20 rooms and 1 short-term bike parking space per 40 rooms plus 1 short-term bike parking space per conference meeting room (if provided).

Need for Vehicular Parking Supply

The City's Zoning Code does not specify a minimum amount of parking associated with the hotel or the event facilities. Per Tables 266-1 and 266-2 and considering the site is zoned CX – Central Commercial, the maximum parking ratios apply to the structured parking supply that can be created on-site when the two venues are located on-site:

- Major Event Facility = 1 space per 5 seats × 1.25 for placement in structured parking = 1 space per 4 seats; for 4,200 seats this equates to 1,050 structured vehicular spaces on-site; and,
- Hotel = 1.5 space per room × 1.25 for placement in structured parking = 1.875 space per room; for 150 rooms this equates to 281 structured vehicular spaces on-site.

The maximum structured parking that would be allowed on-site per the Zoning Code is much higher than what can be feasibly constructed on-site. We also note that PSU as a good steward of the environment proposes to rely on other nearby parking supply that is already provided in parking structures to serve the needs of the uses.

To estimate the potential needs of the uses, we reviewed the Institute of Transportation Engineers (ITE) *Parking Generation Manual* data as well as other commonly accepted planning practices for parking associated with venue. The *Parking Generation Manual* includes information about hotels but does not have data comparable to the proposed relocation of the Keller and the additional venue. In reviewing the parking data, we note that ITE includes information about all suburban/urban sites but doesn't have a downtown context for hotels (either for parking or trip generation). Per ITE, an average demand of 0.64 spaces per room would be needed whereas an 85th percentile rate would equate to 0.87 spaces per room. It is common to use the 85th percentile demand for planning purposes in order to account for higher than typical conditions. Applying ITE's parking rates would suggest that the 150-room hotel would need between 96 spaces and 131 spaces (i.e., average versus 85th percentile rates).

We are not able to find published statistics from the Keller regarding the percentage of people that travel by auto, carpool, arrive by transit or walk or bike to the existing Keller Auditorium. A common rule of thumb for event planning suggests that in a less multimodal rich environment, it is common to plan for parking using an assumption of 2.2 event patrons per car. One could posit that a dense, mixed use environment could experience parking needs that would equate to a demand closer to 3 event patrons per car. Using these two demand ratios and assuming both venues are 90 percent full (i.e., approximately 3,800 patrons) at the same time, the vehicular parking needs could vary from approximately 1,270 spaces to approximately 1,730 spaces. As reflected in Exhibit 1 (as prepared by BORA), within a five block radius of the site, the available parking supply more than adequately facilitates both the lower and upper estimates of needed parking. Combining this demand with the hotel would suggest that a minimum of 1,366 spaces (i.e., 1,270 for the venues + 96 for the hotel) and a maximum of 1,861 spaces may be needed (i.e., 1,730 spaces for the venues + 131 for the hotel).

As shown in Exhibit 1, the available parking facilities within convenient walking distance from the site include approximately:

- 920 parking spaces at PSU's Parking Structure One;
- 300 parking spaces at PSU's Parking Structure Two;
- 150 parking spaces at PSU's University Center Building;
- 250 parking spaces within the Jacobs Engineering Building;
- 250 parking spaces at PSU's Engineering Building;
- 80 parking spaces at The Collective Building (adjacent to SW 3rd/Harrison);
- 175 parking spaces at the Richard and Maurine Neuberger Center;
- 800 parking spaces at the 200 Market Building;
- 70 parking spaces within the "Flat Lot"; and,
- 500 spaces within the site itself when structured parking is created as part of the relocation of the Keller Auditorium and the additional proposed venue. These spaces would be available for all of the uses proposed on-site.

In total these facilities provide 3,495 parking spaces, which is almost double the reasonable upper end of the 1,861 parking space need.

Venue Loading

At the existing Keller Auditorium, new stage sets, costumes, equipment, etc. are all loaded via the existing street system. Conversely, the new location provides the opportunity for all of **the "back of house" loading** to occur in an area that is physically separated from event patrons. The new venue configuration can accommodate both freight loading and unloading and patron/performer parking on-site in locations that help to minimize potential interactions with people accessing the two performance venues. All freight loading dock area that is fenced off. Show support vehicles (traveling sets, supplies, etc.) would access the site during non-event times further reducing potential interactions with event patrons. Exhibit 2 (as prepared by BORA) illustrates the separation of "back of house" and loading activities from event patrons.

EXHIBIT 1 / Available Parking Supply and Transit

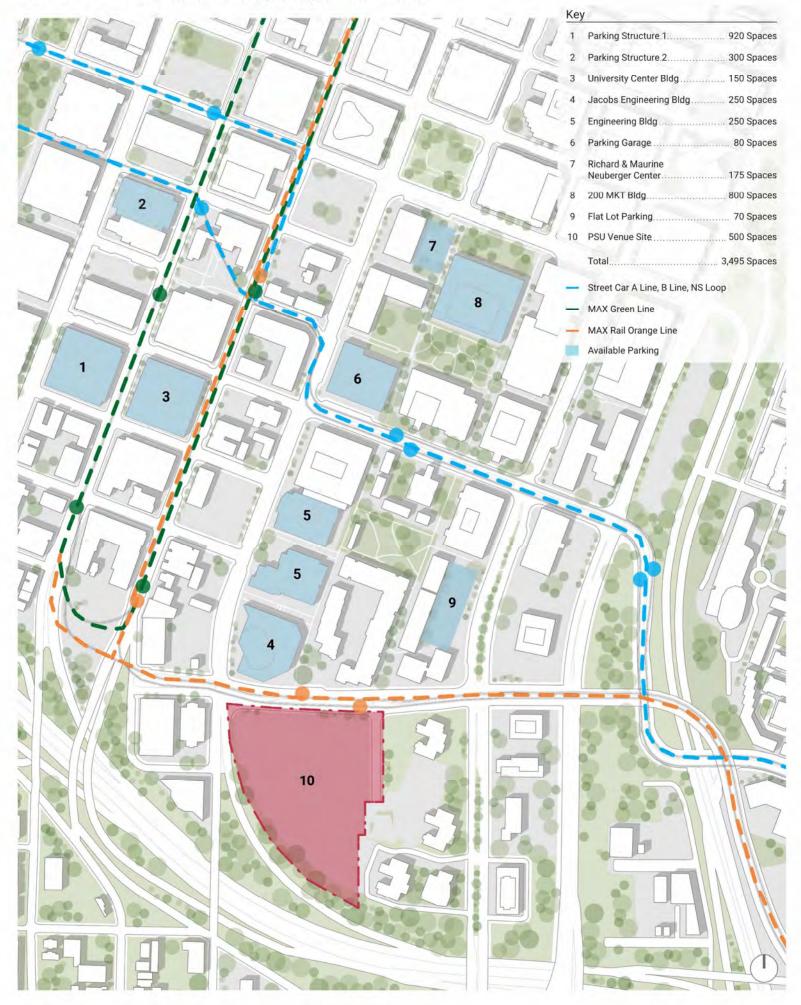
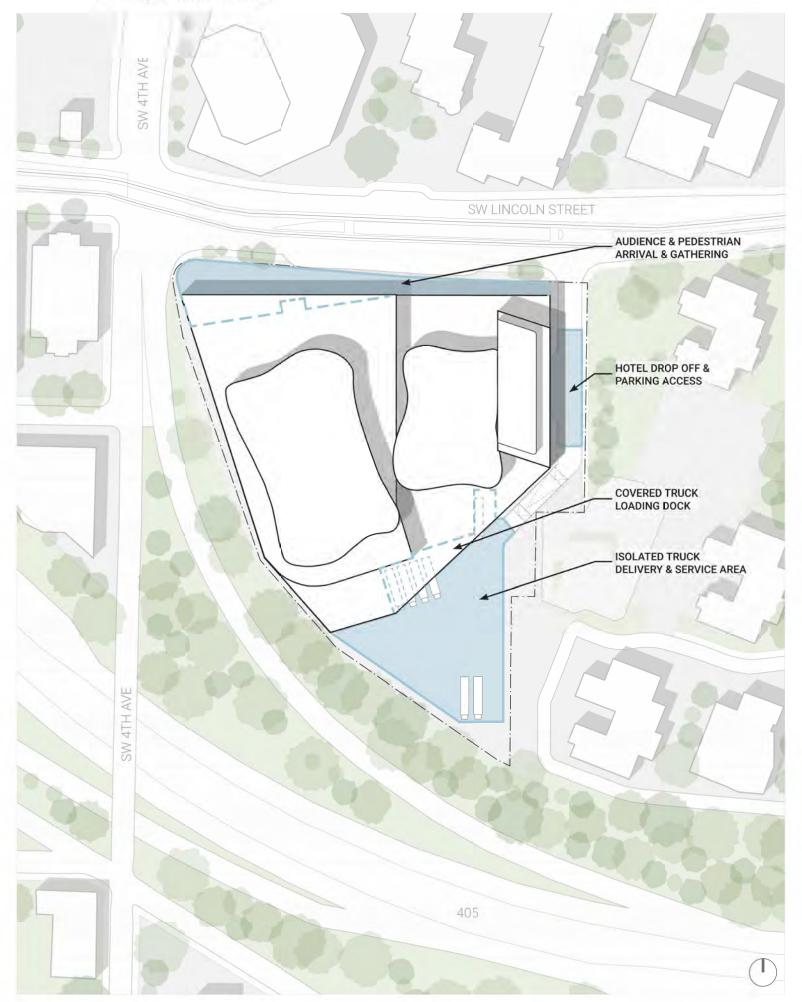


EXHIBIT 2 / Separation of Service / Load-In and Patron Arrival



Ride Share Considerations

Based on our anecdotal observations at both Providence Park as well as the existing Keller Auditorium, event attendees using third party network providers (ride shared) are dropped off/picked up at multiple locations within a short walking distance of the event venue. Given the MAX platform and bus stop located along the SW Lincoln Street frontage of the site as well as the limited locations on-site where a designated ride share zone could be established, we would posit that event patrons will choose from the plethora of on-street locations within a one-quarter mile walk of the new venue. We also note that there are no designated ride share drop-off locations within the PSU campus and that visitors and students use the multiple available locations nearby to be dropped off/picked up. This dispersed loading arrangement helps to reduce the delays patrons might experience after an event concludes because the traffic associated with ride share vehicles are not concentrated in one location.

Conclusions

Overall, the existing University Place Hotel and Conference Center site within the PSU campus provides a plethora of options for event patrons to access the new venues. The co-location of the site within PSU as well its location within downtown provides opportunities for people to walk, ride the bus, travel by Streetcar, travel by MAX, park at the many garages within one-quarter mile of the site, dine downtown and walk to/from the venue, etc. The readily available transportation options enable access to the venues for people of all ages and abilities. We also note that the provision of a secured, separated loading area for all back-of-house and loading activities to occur off street helps to minimize potential interactions with event patrons as well as people traveling along the adjacent streets.

In general, the relocation of the Keller Auditorium to the PSU campus would help to preserve and utilize the significant investments in the rich multimodal infrastructure within the downtown and the PSU campus and creates synergies between PSU activities and the events and the on-site hotel.

Please let us know if you have any questions regarding our review.



PSU Arts + Cultural Hotel Appendix 05/06/24

- Hotel Profit & Loss Statement Proforma
- Hotel Supply and Demand Analysis
- Hotel Customer Volume Forecast
- Hotel Market Share Forecast
- Hotel Facilities Program

Hotel Profit & Loss Statement Proforma

Profit and Loss Forecast	2032			_	2033				2034			-	2035				2036			
	54,750 30,318 55,4% \$193,31 \$107.05				54,750 36,683 67.0% \$214.38 \$143.64 20.99% 10.90% 34.18%				54,750 40,623 74,2% \$228,80 \$169,76 10,74% 6,73% 18,19%				54,900 41,856 76.2% \$238.84 \$182.09 2.75% 4.39% 7.26%				54,750 41,742 76.2% \$244.81 \$186.65 0.00% 2.50% 2.50%			
# Months Held in Year	12				12			-	12				12				12	-	-	-
	Amount	PAR	POR	% Rev	Amount	PAR	POR	% Rev	Amount	PAR	POR	% Rev	Amount	PAR	POR	% Rev	Amount	PAR	POR	% Rev
Revenues Rooms Revenue	5.860.772	\$107.05	\$193.31	50.0%	7.864.140	\$143.64	\$214.38	51.9%	9.294.600	\$169.76	\$228.80	52.8%	9.997.014	\$182.09	\$238.84	53.1%	10.218.942	\$186.65	\$244.81	53.09
Food and Beverage	3.001.453	\$54.82	\$99.00	25.6%	3.740.537	\$68.32	\$101.97	24.7%	4 266 594	\$77.93	\$105.03	24.2%	4 528 026	\$82.48	\$108.18	24.1%	4.651,124	\$84.95	\$111.43	24.1
Other Operated	181,906	\$3.32	\$6.00	1.6%	226,699	\$4.14	\$6.18	1.5%	258,581	\$4.72	\$6.37	1.5%	274,426	\$5.00	\$6.56	1.5%	281,886	\$5.15	\$6.75	1.5
Miscellaneous Revenue	394,130	\$7.20	\$13.00	3.4%	491,182	\$8.97	\$13.39	3.2%	560,260	\$10.23	\$13,79	3.2%	594,589	\$10.83	\$14.21	3.2%	610,754	\$11.16	\$14.63	3.29
Rooftop Bar	2,273,828	\$41.53	\$75.00	19.4%	2,833,740	\$51.76	\$77.25	18.7%	3,232,268	\$59.04	\$79.57	18.4%	3,430,323	\$62.48	\$81.95	18.2%	3,523,579	\$64.36	\$84.41	18.39
Reduction in Revenues During		120.00	-				100			Test.	-			in the second	24.44	and a		21.44	17.14	
Renovation Total Revenues	11,712,089	\$0.00	\$0.00 \$386.31	0.0%	0	\$0.00 \$276.83	\$0.00 \$413.17	0.0%	17,612,303	\$0.00	\$0.00	0.0%	0 18,824,379	\$0.00 \$3.42.88	\$0.00	0.0%	0	\$352.26	\$0.00	0.09
Total Revenues Growth	11,112,003	\$213.32	10000	100.076	29.4%	\$210.03	2413.11	100.0 %	16.2%	\$32 1.03	\$453.50	100.075	6.9%	3342.00	3443.14	100.076	15,200,200	\$336.60	9402.03	100.0 4
Departmental Expenses									1.0											
Rooms	(1,758,232)	(\$32.11)	(\$ 57.99)	-30.0%	(2,359,242)	(\$43.09)			(2,788,380)	(\$50.93)	(\$68.64)	-30.0%	(2,999,104)	(\$54.63)	(\$71.65)	-30.0%	(3,065,683)	(\$55.99)	(\$73.44)	-30.0%
Food and Beverage	(2,551,235)	(\$46.60)	(\$84.15)		(3,067,240)	(\$56.02)	(\$83.62)	-82.0%	(3,413,275)	(\$62.34)	(\$84.02)	-80.0%	(3,622,421)	(\$65.98)	(\$86.54)	-80.0%	(3,720,899)	(\$67.96)	(\$89.14)	-80.0%
Other Operated	(127,334)	(\$2.33)	(\$4.20)		(158,689)	(\$2.90)	(\$4.33)	-70.0%	(181,007)	(\$3.31)	(\$4.46)	-70.0%	(192,098)	(\$3.50)	(\$4.59)	-70.0%	(197,320)	(\$3.60)	(\$4.73)	-70.0%
Miscellaneous Revenue Rooftoo Bar	0 (1,591,679)	\$0.00 (\$29.07)	\$0.00	0.0%	0 (1,983,618)	\$0.00 (\$36.23)	\$0.00	0.0%	0 (2.262.588)	\$0.00 (\$41.33)	\$0.00 (\$55.70)	0.0%	0 (2,401,226)	\$0.00 (\$43.74)	\$0.00 (\$57.37)	0.0%	0 (2.466.505)	\$0.00 (\$45.05)	\$0.00 (\$59.09)	0.0%
Total Departmental Expenses	(6,028,480)				(7,568,790)												(9,450,408)			-49.0%
Total Departmental Expenses										1 et et et et et										
Growth					25.6%				14.2%				6.6%				2.6%			
Departmental Profits								1.11												
Rooms	4,102,541	\$74.93	\$135.32	70.0%	5,504,898	\$100.55	\$150.07	70.0%	6,506,220	\$118.84	\$160.16	70.0%	6,997,910	\$127.47	\$167.19	70.0%	7,153,260	\$130.65	\$171.37	70.0%
Food and Beverage Other Operated	450,218 54,572	\$8.22 \$1.00	\$14.85 \$1.80	15.0%	673,297 68.010	\$12.30 \$1.24	\$18.35 \$1.85	18.0%	853,319 77,574	\$15.59	\$21.01 \$1.91	20.0%	905,605 82,328	\$16.50	\$21.64 \$1.97	20.0%	930, 225 84, 566	\$16.99 \$1.54	\$22.29 \$2.03	20.0%
Miscellaneous Revenue	394,130	\$7.20	\$13.00	100.0%	491.182	\$8.97	\$13.39	100.0%	560.260	\$10.23	\$13.79	100.0%	594 589	\$10.83	\$1.97	100.0%	610,754	\$1.54	\$14.63	100.0%
Rooftop Bar	682,148	\$12.46	\$22.50	30.0%	850,122	\$15.53	\$23.18	30.0%	969.680	\$17.71	\$23.87	30.0%	1,029,097	\$18.74	\$24.59	30.0%	1,057,074	\$19.31	\$25.32	30.0%
Total Departmental Profits	5,683,609	\$103.81	\$187.47	48.5%	7,587,508	\$138.58	\$206.84	50.1%	8,967,053	\$163.78	\$220.74	50.9%		\$175.04	\$229.58	51.0%	9,835,878	\$179.65	\$235.63	51.0%
Total Departmental Profits Growth					33.5%			- 1	1.8,2%				7,2%				2.4%			
Undistributed Expenses			12112	1.50		5.2.62							in the second			1.5		-	-	
Admin and General Credit Card Commission	(660,000) (351,363)	(\$12.05) (\$6.42)	(\$21.77) (\$11.59)	-5.6%	(679,800) (454,689)	(\$12.42) (\$8.30)	(\$18.53) (\$12.40)	-4.5%	(700,194) (528,369)	(\$12.79) (\$9.65)	(\$17.24) (\$13.01)		(721,200) (564,731)	(\$13,14) (\$10,29)	(\$17.23) (\$13.49)	-3.8%	(742,836) (578,589)	(\$13.57) (\$10.57)	(\$17.80) (\$13.86)	-3.9%
Information and Technology	(200,000)	(\$3.65)	(\$6.60)	-1.7%	(206,000)	(\$3.76)	(\$12.40) (\$5.62)	-1.4%	(212,180)	(\$ 3.88)	(\$5.2.2)	-1.2%	(218,545)	(\$10.29)	(\$15.49)	-1.2%	(225, 102)	(\$4.11)	(\$15.80)	-1.2%
Sales and Marketing	(750.000)	(\$13.70)	(\$24,74)	-6.4%	(772,500)	(\$14.11)	(\$21.06)	-5.1%	(795,675)	(\$14.53)	(\$19.59)	-4.5%	(819,545)	(\$14.93)	(\$19.58)	-4.4%	(844, 132)	(\$15.42)	(\$20.22)	-4,4%
Repair and Maintenance	(450,000)	(\$8.22)	(\$ 14.84)	-3.8%	(463,500)	(\$8.47)	(\$12.64)	-3.1%	(477,405)	(\$8.72)	(\$11.75)	-2.7%	(491,727)	(\$8.96)	(\$11.75)	-2.6%	(506, 479)	(\$9.25)	(\$12.13)	-2.6%
Utilities	(304,514)	(\$5.56)	(\$ 10.04)	-2.6%	(394,064)	(\$7.20)	(\$10.74)	-2.6%	(457,920)	(\$8.36)	(\$11.27)	-2.6%	(489,434)	(\$8.92)	(\$11.69)	-2.6%	(501,443)	(\$9.16)	(\$12.01)	-2.6%
Franchise Fee	(293,039)	(\$5.35)	(\$9.67)	-2.5%	(393,207)	(\$7.18)	(\$10.72)	-2.6%	(464,730)	(\$8.49)	(\$11.44)	-2.6%	(499,851)	(\$9.10)	(\$11.94)	-2.7%	(510, 947)	(\$9.33)	(\$12.24)	-2.6%
Brand Loyalty Fee	(175,823)	(\$3.21)	(\$5.80)	-1.5%	(235,924)	(\$4.31)	(\$6.43)	-1.6%	(278,838)	(\$5.09)	(\$6.86)	-1.6%	(299,910)	(\$5.46)	(\$7.17)	-1.6%	(306, 568)	(\$5,60)	(\$7.34)	-1.6%
Brand Marketing Fee Total Undistributed Expenses	(146,519) (3,331,258)	(\$2.68)	(\$4.83)	-1.3%	(196,603) (3,796,287)	(\$3.59)	(\$5.36)	-1.3%	(232,365) (4,147,676)	(\$4.24)	(\$5.72)	-1.3%	(249,925) (4,354,869)	(\$4.55)	(\$5.97)	-1.3%	(255,474) (4,471,569)	(\$4.67)	(\$6.12)	-1.3%
Total Undistributed Expenses	(2,231,230)	(\$00.04)	(\$105.00)	-20.470	(5,130,201)	(203.34)	(3103.43)	-23.0 10	(4, 141, 010)	(913.10)	(\$102.10)	-63.370	(4,134,003)	(913-36)	(2104.04)	-63.1.10	(4,411,303)	(301.01)	(\$101.12)	-23.2.10
Growth					14.0%			12.1	9.3%				5.0%			1.1	2.7%			
Gross Operating Profit	2,352,351	\$42.97	\$77.59	20.1%	3,791,220	\$69.25	\$103.35	25.0%	4,819,377	\$88.03	\$118.64	27.4%	5,254,660	\$95.71	\$125.54	27.9%	5,364,309	\$97.98	\$128.51	27.8%
Gross Operating Profit Growth					61.2%				27.1%				9,0%				2.1%			
Fixed Charges				-																
Management Fee Insurance	(351,363) (270,000)	(\$6.42) (\$4.93)	(\$11.59) (\$8.91)	-3.0%	(454,689) (278,100)	(\$8.30) (\$5.08)	(\$12.40) (\$7.58)	-3.0%	(528,369) (286,443)	(\$ 9.65) (\$ 5.23)	(\$13.01) (\$7.05)	-3.0%	(564,731) (295,036)	(\$10.29) (\$5.37)	(\$13.49) (\$7.05)	-3.0%	(578,589) (303,887)	(\$10.57) (\$5.55)	(\$13.86) (\$7.28)	-3.0%
Taxes	(450.000)	(\$8.22)	(\$14.84)	-3.8%	(463,500)	(\$8.47)	(\$12.64)	-3.1%	(477,405)	(\$8.72)	(\$11.75)	-2.7%	(491,727)	(35.57)	(\$11.75)	-2.6%	(505,667)	(\$9.25)	(\$12.13)	-2.6%
Total Fixed Charges	(1,071,363)		(\$35.34)	-9.1%	(1,196,289)	(\$21.85)	(\$32.61)	-7.9%		(\$23.60)		-7.3%		(\$24.62)	(\$32.29)	-7.2%	(1,388,955)		(\$33.27)	
Total Fixed Charges Growth					11.7%				8.0%				4,6%				2.8%			-
Other Income								_				_								_
EBITDA	1,280,988	\$23.40	\$42.25	10.9%	2,594,931	\$47.40	\$70.74	17.1%		\$64.42	\$86.83	20.0%	and the second second	\$71.10	\$93.25	20.7%	3,975,354	\$72.61	\$95.24	20.6%
EBITDA Growth					102.6%				35.9%				10.7%				1.8%			
Fees & Keserve FF& E Reserve	(234,242)	(\$4.28)	(\$7,73)	-2.0%	(454,689)	(\$8.30)	(\$12.40)	-3.0%	(704,492)	(\$12.87)	(\$17.3.4)	-4.0%	(752.975)	(\$13.72)	(\$17.99)	-4.0%	(771,451)	(\$14.09)	(\$18.48)	-4.09
Total Fees & Reserve	(234,242)	(\$4.28)	(\$7.73)		(454,689)	(\$8.30)		-3.0%			(\$17.34)			(\$13.72)		-4.0%	(771,451)			-4.0%
Total Fees & Reserve Growth					94.1%				54.9%				6.9%				2.5%			
	(10,665,343)	(\$194.80)	(\$351.79)	-91.1%		(\$237.74)	(\$354.83)	-85.9%	(14,789,635)	(\$270.13)	(\$364.07)	-84.0%		(\$285.50)	(\$374.48)	-83.3%		(\$293.74)	(\$385.2.8)	-83.4%
Total Operating Expenses Growth	-		-	-	22.0%	-		-	13,6%				6.0%	-	-	-	2.6%		_	-
NOI	1,046,746	\$19.12	\$34.53	8.9%	2,140,243	\$39.09	\$58.34	14.1%	2,822,668	\$51.56	\$69.48	16.0%	3,150,190	\$57.38	\$75.26	16.7%	3,203,902	\$58.52	\$76.75	16.6%

Supply - Hotels

Under Construction

Open Year	Hotel	Location	Asset Class	Rooms	Stories
2025	Choice Cambria Portland	CBD	Upscale	178	6
2025	Portland Proper Hotel	CBD	Luxury	226	9

(CoStar, 2024)

Portland CBD Hotel Supply & Demand						
Year	Available Rooms	Change	% Change	Occupied Rooms	Change	% Change
2024	3,782,710	53,469	1.4	2,064,419	-9,620	-0.5
2025	3,849,945	67,235	1.8	2,065,426	1,007	0
2026	3,930,922	80,977	2.1	2,066,521	1,095	0.1
2027	3,930,922	0	0	2,116,539	50,018	2.4
2028	3,930,922	0	0	2,117,597	1,058	0

(CoStar, 2024)

Hotel Customer Volume Forecast

Overnight Paid Hotel Guests

Year	Rooms	Nights	Occupancy %	Occupants/Room	Length of Stay	Customers
2032	150	365	55.4%	1.2	1.4	25,987
2032	150	365	67.0%	1.3	1.5	31,792
2032	150	365	74.2%	1.4	1.6	35,545
2032	150	366	76.2%	1.4	1.6	36,624
2032	150	365	76.2%	1.4	1.6	36,524

Day Hotel Guests (Meetings & Events)			
Year	Events	Attendees/Event	Customers
2032	416	26	10,816
2032	416	33	13,728
2032	598	38	22,724
2032	634	46	29,182
2032	650	46	29,900



Hotel Market Share Forecast

Occupancy (%)	l																						
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036 76.2%
My Property	70.00/	00.40/	04.000	70.000	70.00/	77.00/	00.49/	00.00/	54.494	55.00/	54.000	50.00/	50.00/	50.00/	50.00/	50.00/	00.404	07.00/	55.4%	67.0%	74.2%	76.2%	
Portland CBD	79.8%	80.1%	81.2%	79.6%	78.0%	77.0%	30.4%	38.6%	51.4%	55.6%	54.6%	53.6%	52.6%	53.8%	53.9%	56.2%	62.1%	67.8%	72.1%	72.8%	72.8%	74.3%	74.3%
Index (MPI)																			76.8	92.0	101.9	102.6	102.6
ADR																							
My Property																			\$193.31	\$214.38	\$228.80	\$238.84	\$244.81
Portland CBD	\$158.17	\$177.46	\$180.53	\$180.58	\$178.48	\$173.34	\$126.70	\$141.06	\$160.79	\$160.52	\$161.34	\$160.66	\$161.47	\$169.63	\$173.21	\$177.54	\$181.98	\$186.53	\$191.19	\$195.97	\$200.87	\$205.89	\$211.04
Index (ARI)																			101.1	109.4	113.9	116.0	116.0
-																							-
RevPAR																							
		r		r	1	1	T	r	r	1	1	r	r				r	r					
My Property																			\$107.05	\$143.64	\$169.76	\$182.00	\$186.55
Portland CBD	\$126.28	\$142.19	\$146.66	\$143.71	\$139.27	\$133.45	\$38.49	\$54.39	\$82.61	\$89.27	\$88.05	\$86.19	\$84.89	\$91.34	\$93.31	\$99.78	\$113.01	\$126.47	\$137.85	\$142.67	\$146.23	\$152.98	\$156.80
Index (RGI)																			77.7	100.7	116.1	119.0	119.0
RevPAR v 2019									-				-					-					
My Property																							
Portland CBD						0%	-71%	-59%	-38%	-33%	-34%	-35%	-36%	-32%	-30%	-25%	-15%	-5%	3%	7%	10%	15%	17%

(CoStar, 2024)



Hotel Facilities Program

Guest Rooms	QTY	Net SF
Standard King	26	350
Standard Two Queen Beds	12	350
Premium King	60	475
Premium Two Queen Beds	34	475
Suite - One-Bedroom King w/ Living Room	16	750
Suite - Presidential One-Bedroom w/ 1.5 Bathroom	2	1,250
Total Guest Rooms	150	72,450

Lobby	
Front Desk	400
Guest Area	600
Total Lobby	1,000

Meeting and Event Space		
Ballroom(s)	4	12,000
Boardroom(s)	2	1,500
Breakout room(s)	6	3,300
Pre-Function	1	1,200
Total Meeting and Event Space		18,000

Food and Beverage Related		
Ground Floor Arts + Cultural Café and 3 Meal Restaurant	1	3,500
Ground Floor Bar	1	1,000
Rooftop Restaurant and Bar	1	4,500
Ground Floor Kitchens, Back of House, Storage	1	2,500
Meetings & Events Space Kitchen, Back of House, Storage	1	1,500
Rooftop Kitchen, Back of House, Storage	1	1,500
Total Food and Beverage Related		14,500

Amenities	
Fitness Room	1,000
Total Amenities	1,000



References

CoStar. (2024). Portland CBD Hospitality Submarket Report. CoStar.



