



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey,
Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
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Lisa Naito, Commission Dist. 3

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501 SE Hawthorne Boulevard, Suite 600
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DECEMBER 2 & 4, 2003

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Update on Multnomah County Wapato Jail Construction
Pg 2	10:00 a.m. Tuesday Update on Implementation of County Personal Income Tax
Pg 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg 4	9:55 a.m. Thursday First Readings of Proposed ORDINANCES Amending MCC Sections 9.160 and 9.170 and 7.101, 7.104 and 7.201
Pg 4	10:10 a.m. Thursday Briefing and Board Discussion on Downtown Waterfront Urban Renewal Area
	The December 25, 2003 and January 1, 2004 Board Meetings are Cancelled

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television

(503) 491-7636, ext. 333 for further info

or: <http://www.mctv.org>

Tuesday, December 2, 2003 - 7:30 to 9:00 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

LOCAL PUBLIC SAFETY COORDINATING COUNCIL EXECUTIVE COMMITTEE MEETING

A quorum of the Multnomah County Board of Commissioners may be attending the Local Public Safety Coordinating Council Executive Committee meeting. This meeting is open to the public. Agenda topics include Special Target Operations; Update on Bookings and Arrests based on Demographics and over-representation; and Focusing on "Quality of Life" crimes. For further information, contact Judith Bauman at (503) 988-5894.

Tuesday, December 2, 2003 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

- B-1 Update on Multnomah County Wapato Jail Construction. Presented by Sheriff Bernie Giusto, Lt. Jay Heidenrich, and Robert Nilsen. 30 MINUTES REQUESTED.
- B-2 Update on Implementation of Multnomah County Personal Income Tax (ITAX). Presented by Bob Gravely, Ed Sheets, Dave Boyer and Amy Swanson. 20 MINUTES REQUESTED.
-

Thursday, December 4, 2003 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

- C-1 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to the Estate of William C. Miller

- C-2 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to Charles G. Gunn
- C-3 Government Expenditure Contract (190 Agreement) 4600004476 with the City of Portland to Implement the State Domestic Preparedness Equipment Program Grant in the Amount of \$2,955,653
- C-4 Government Expenditure Contract (190 Agreement) 4600004477 with the Port of Portland to Implement the State Domestic Preparedness Equipment Program Grant in the Amount of \$375,052
- C-5 Government Expenditure Contract (190 Agreement) 4600004478 with the City of Gresham to Implement the State Domestic Preparedness Equipment Program Grant in the Amount of \$737,425
- C-6 Government Non-Expenditure Contract (190 Agreement) 0310533 with the Counties of Multnomah, Clackamas, Washington, Columbia, and Clark, to Develop an Organization to Recommend Regional Emergency Management Policy/Procedures and Plan

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

DEPARTMENT OF HEALTH - 9:30 AM

- R-1 Budget Modification HD 04-02, Adding \$485,491 in State Commission on Children and Families Funds for Crisis Relief Nursery Services in FY 2004

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:35 AM

- R-2 RESOLUTION Approving a Real Property Lease Amendment 4600004064 between Ford Property, LLC and Multnomah County, Extending the Lease of Property at 2505 SE 11th Street (Ford Building), Portland, Oregon, and Authorizing the County Chair to Execute the Lease Amendment and other Instruments Required to Extend the Lease of said Real Property
- R-3 RESOLUTION Declaring Certain Space within a County Facility Located at 10225 E Burnside Street, Portland, Oregon to be Surplus and Approving a

Real Property Lease with the City of Portland Police Bureau to Occupy that Space

- R-4 First Reading and Possible Adoption of a Proposed ORDINANCE Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

NON-DEPARTMENTAL - 9:55 AM

- R-5 First Reading of a Proposed ORDINANCE Amending Multnomah County Code Sections 9.160 and 9.170 Relating to County Compensation Plan
- R-6 First Reading of a Proposed ORDINANCE Amending Multnomah County Code Sections 7.101, 7.104 and 7.201 Relating to Board Authority Over Risk Management Fund and County Litigation
- R-7 RESOLUTION Approving Ground Lease with Mid-Co Apartments Limited Partnership Leasing Surplus County Property at the Mid-County Health Center Site at 12710 SE Division, Portland, and Authorizing County Chair to Execute Appropriate Documents

Thursday, December 4, 2003 - **10:10 AM**
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-3 Briefing and Board Discussion on Downtown Waterfront Urban Renewal Area. Presented by Richard Harris of Central City Concern and Invited Others. 30 MINUTES REQUESTED.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 10/22/03

Requested Date: December 4, 2003

Time Requested: N/A

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to THE ESTATE OF WILLIAM C. MILLER

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to THE ESTATE OF WILLIAM C. MILLER. The Department of Community Services recommends that the private sale be approved.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The subject property is a strip approximately 6.2' x 96.6' that came into Multnomah County ownership through the foreclosure of delinquent tax liens on September 19, 2001. The strip of property is located between a property at 3814 SE 41st Ave and two properties at 3741 and 3850 SE 42nd Ave. The parcel is mostly in yard area. A fence in the backyard of the property at 3814 SE 41st Ave separates it from the other two properties. A survey shows that the strip is located on the side of the fence and yard area

that belongs to 3814 SE 41st. We propose to enter into a private sale with the owner of that property.

The attached plat map, Exhibit A, shows the location of the subject property in relation to the surrounding properties. Exhibit B, an aerial photo of the neighborhood shows where the property is located in relation to 3814 SE 41st.

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 6.2' x 96.6' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for a full recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signatures:



Department/Agency Director:

Date: 10/22/03

Budget Analyst

By:

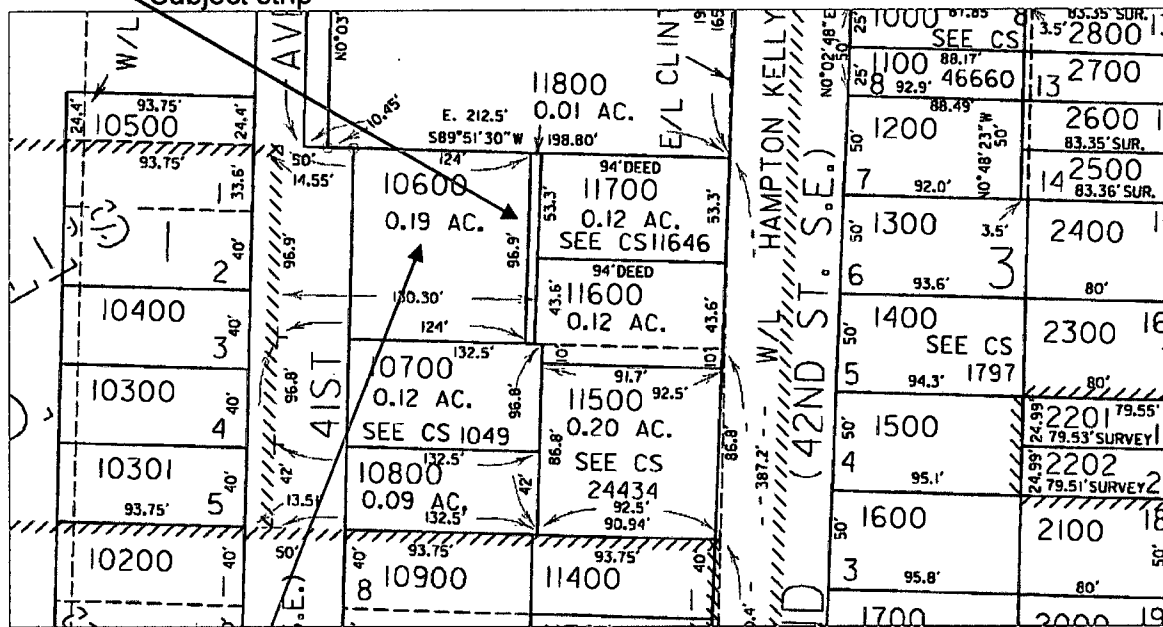
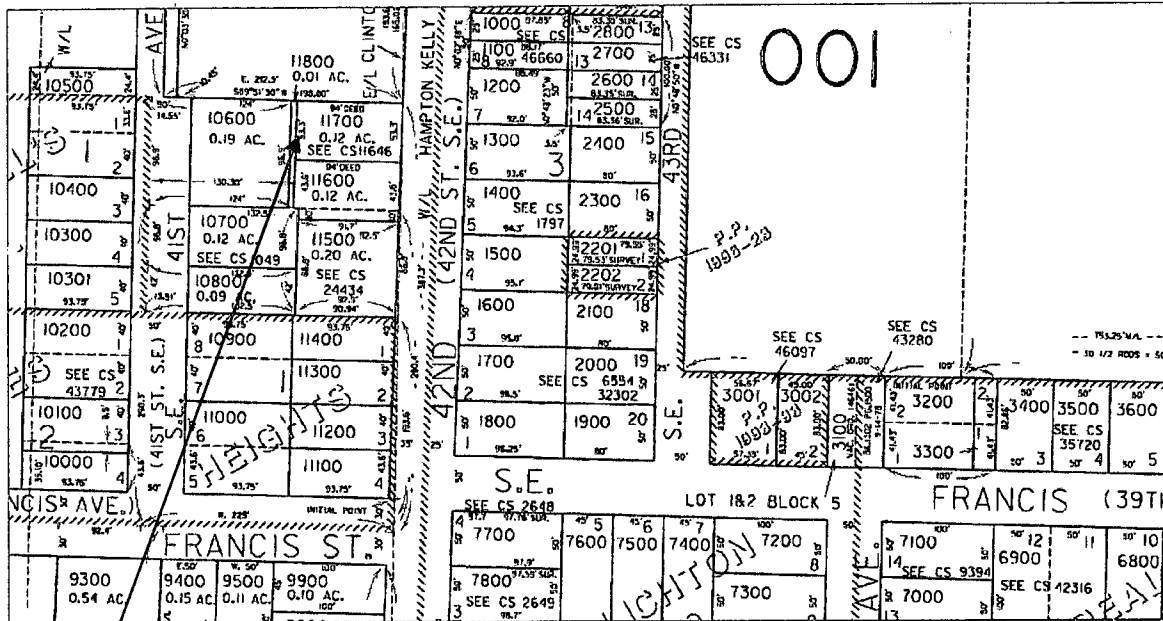
Date:

Dept/Countywide HR

By:

Date:

EXHIBIT A



3814 SE 41st

EXHIBIT B



Subject

EXHIBIT C

PROPOSED PROPERTY LISTED FOR PRIVATE SALE FISCAL YEAR 2003-04

LEGAL DESCRIPTION:

A tract of land in the Southwest quarter of Section 7, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point which is 225 feet west and 290.3 feet North of the intersection of the Center line of SE Francis Street and the east line of the Clinton Kelly DLC; thence East 124 feet to the true point of beginning; thence North 96.9 feet to the Northeast corner of a parcel described in a deed from Vera M. Miller to William C. Miller and Jacqueline Belle May in Book 1176 page 112 recorded May, 1977; thence 6.3 feet to the Northwest corner of a tract of land described in a deed to Robert E and Aralene Wells recorded May 31, 1963 in Book 2170 page 250; thence South 96.9 feet; thence West 6.3 feet to the true point of beginning.

ADJACENT PROPERTY ADDRESS:	3814 SE 41 st Ave
TAX ACCOUNT NUMBER:	R333102
GREENSPACE DESIGNATION:	None
SIZE OF PARCEL:	Approximately 6.2' x 96.6' (approx. 599sf)
ASSESSED VALUE:	\$600.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	\$142.40
TAX TITLE MAINTENANCE COST & EXPENSES:	\$7.50
ADVERTISING COST:	-0-
RECORDING FEE:	\$26.00
CITY LIENS:	-0-
SUB-TOTAL	\$176.00
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$770.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to THE ESTATE OF WILLIAM C. MILLER

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$600.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 6.2' X 96.6' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) THE ESTATE OF WILLIAM C. MILLER, has agreed to pay \$770.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$770.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to THE ESTATE OF WILLIAM C. MILLER, the real property described in Exhibit A.

ADOPTED this 4th day of December 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____

Christopher D. Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

A tract of land in the Southwest quarter of Section 7, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point which is 225 feet west and 290.3 feet North of the intersection of the Center line of SE Francis Street and the east line of the Clinton Kelly DLC; thence East 124 feet to the true point of beginning; thence North 96.9 feet to the Northeast corner of a parcel described in a deed from Vera M. Miller to William C. Miller and Jacqueline Belle May in Book 1176 page 112 recorded May, 1977; thence 6.3 feet to the Northwest corner of a tract of land described in a deed to Robert E and Aralene Wells recorded May 31, 1963 in Book 2170 page 250; thence South 96.9 feet; thence West 6.3 feet to the true point of beginning.

Multnomah County Deed No.: D041934

Tax Account No.: R333102

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

EXHIBIT A (DEED)

Legal Description:

A tract of land in the Southwest quarter of Section 7, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point which is 225 feet west and 290.3 feet North of the intersection of the Center line of SE Francis Street and the east line of the Clinton Kelly DLC; thence East 124 feet to the true point of beginning; thence North 96.9 feet to the Northeast corner of a parcel described in a deed from Vera M. Miller to William C. Miller and Jacqueline Belle May in Book 1176 page 112 recorded May, 1977; thence 6.3 feet to the Northwest corner of a tract of land described in a deed to Robert E and Aralene Wells recorded May 31, 1963 in Book 2170 page 250; thence South 96.9 feet; thence West 6.3 feet to the true point of beginning.

Multnomah County Deed No.: D041934

Tax Account No.: R333102

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-160

Authorizing Private Sale of Certain Tax Foreclosed Property to THE ESTATE OF WILLIAM C. MILLER

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$600.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 6.2' X 96.6' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) THE ESTATE OF WILLIAM C. MILLER, has agreed to pay \$770.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

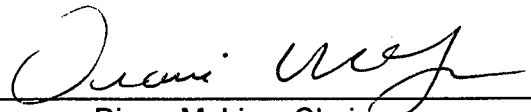
The Multnomah County Board of Commissioners Resolves:

1. Upon Tax Title's receipt of the payment of \$770.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to THE ESTATE OF WILLIAM C. MILLER, the real property described in Exhibit A.

ADOPTED this 4th day of December 2003.



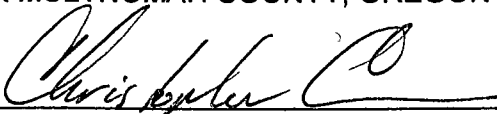
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Christopher D. Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

A tract of land in the Southwest quarter of Section 7, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point which is 225 feet west and 290.3 feet North of the intersection of the Center line of SE Francis Street and the east line of the Clinton Kelly DLC; thence East 124 feet to the true point of beginning; thence North 96.9 feet to the Northeast corner of a parcel described in a deed from Vera M. Miller to William C. Miller and Jacqueline Belle May in Book 1176 page 112 recorded May, 1977; thence 6.3 feet to the Northwest corner of a tract of land described in a deed to Robert E and Aralene Wells recorded May 31, 1963 in Book 2170 page 250; thence South 96.9 feet; thence West 6.3 feet to the true point of beginning.

Multnomah County Deed No.: D041934

Tax Account No.: R333102

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

EXHIBIT A (DEED)

Legal Description:

A tract of land in the Southwest quarter of Section 7, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

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Multnomah County Deed No.: D041934

Tax Account No.: R333102

Until a change is requested, all tax statements shall be sent to the following address:
THE ESTATE OF WILLIAM C. MILLER
3814 SE 41ST AVE
PORTLAND OR 97202-1717

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

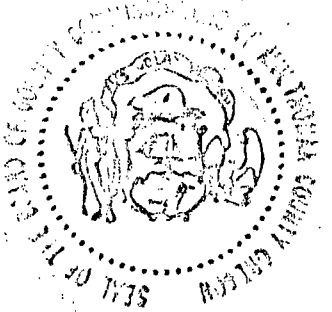
Deed D041934

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE ESTATE OF WILLIAM C. MILLER, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described in the attached Exhibit A.

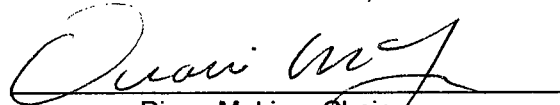
The true and actual consideration paid for this transfer; stated in the terms of dollars is \$770.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 4th day of December 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

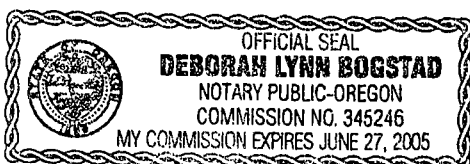
REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 4th day of December 2003, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



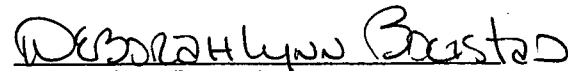

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

A tract of land in the Southwest quarter of Section 7, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point which is 225 feet west and 290.3 feet North of the intersection of the Center line of SE Francis Street and the east line of the Clinton Kelly DLC; thence East 124 feet to the true point of beginning; thence North 96.9 feet to the Northeast corner of a parcel described in a deed from Vera M. Miller to William C. Miller and Jacqueline Belle May in Book 1176 page 112 recorded May, 1977; thence 6.3 feet to the Northwest corner of a tract of land described in a deed to Robert E and Aralene Wells recorded May 31, 1963 in Book 2170 page 250; thence South 96.9 feet; thence West 6.3 feet to the true point of beginning.

Multnomah County Deed No.: D041934

Tax Account No.: R333102

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 11/03/03

Requested Date: December 4, 2003

Time Requested: N/A

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Consent Calendar Item

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to CHARLES G. GUNN

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to CHARLES G. GUNN. The Department of Business and Community Services recommends that the private sale be approved.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The subject property is a vacant lot approximately 100' x 197' that came into Multnomah County ownership through the foreclosure of delinquent tax liens on October 3, 1994. Deed records that go back to the early 1900's state that the property was supposed to be used as part of the Morgan family cemetery plot. The parcel came into existence as a separate tax lot as the result of a state map correction. The property was found to exist as a 0.46-acre parcel in 1986 and was restored to the original names on the 1906 deed. Unfortunately, due to the lapse in time, an address could not be found for the last known owners and the property went into foreclosure and eventually came into county

ownership. A thorough search was made to establish a chain of title but because of the numerous times that the properties in the area have been partitioned into smaller parcels it was difficult to accomplish.

The property slopes up from N.W. Skyline Blvd for a short distance and then slopes down rather steeply for the balance of the length. The interior of the parcel has some clearing but the ground is covered with a thick layer of ivy. The perimeter of the lot as well as a good portion of the interior is wooded and contains evergreen and deciduous trees. The attached plat map, Exhibit A, shows the location and shape of the property. The aerial photo, Exhibit B, shows that the parcel is covered mostly with older trees and shows the prevalent uses in the immediate area.

At one time, the parcel was most likely used as a cemetery. However, in the process of speaking with numerous neighbors around the property it has been determined that in all likelihood all evidence of the cemetery was removed. I walked around all areas of the parcel and could see no evidence of its use as a cemetery. The adjacent owner to whom we propose to sell the property, Mr. Gunn, is aware of the past use of the parcel and is confident that all evidence of the property's use as a cemetery has been removed. Mr. Gunn plans to consolidate the subject property with the adjacent property that he owns.

Written confirmation was obtained from the City of Portland, Bureau of Development Services regarding whether the parcel is suitable for the construction or placement of a dwelling. Their review of the parcel concluded that "primary structures are not allowed on this site". Because of this confirmation and the fact that the parcel is on the current tax roll for \$5,000 or less we are requesting approval of the private sale request as provided under ORS 275.225.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for the full recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit D).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

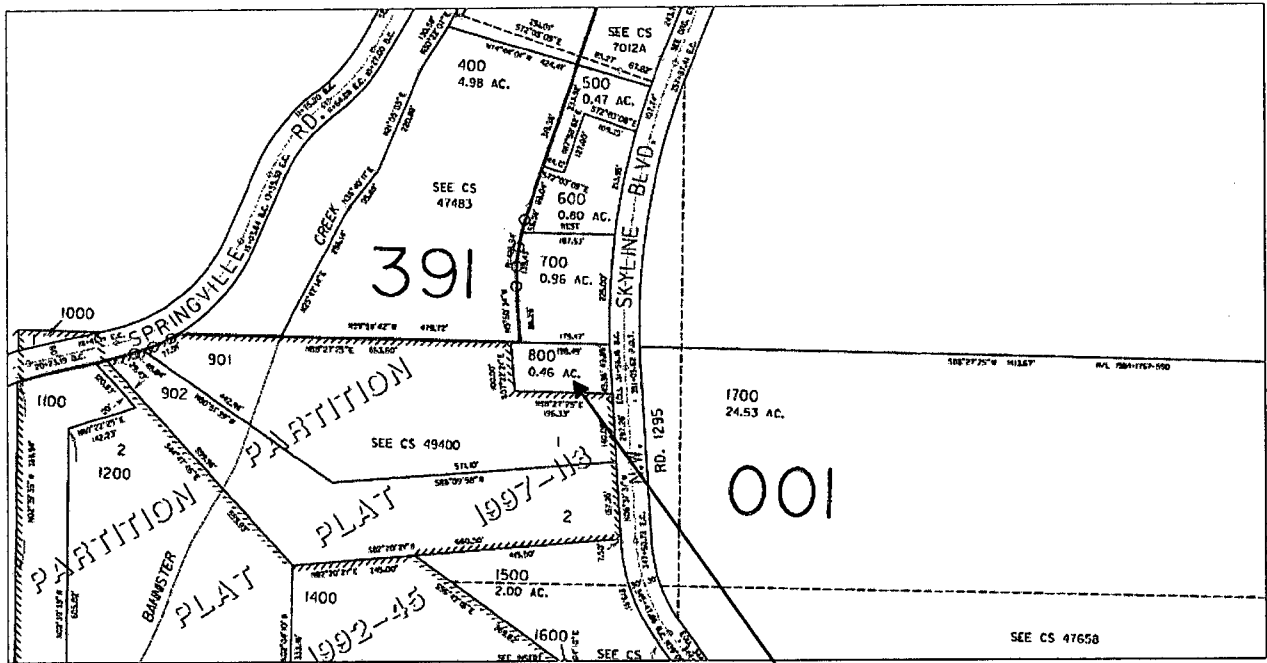
Required Signatures:

Department/Agency Director:

A handwritten signature in cursive script, reading "M. Cecilia Johnson".

Date: 10/31/03

EXHIBIT A



Subject

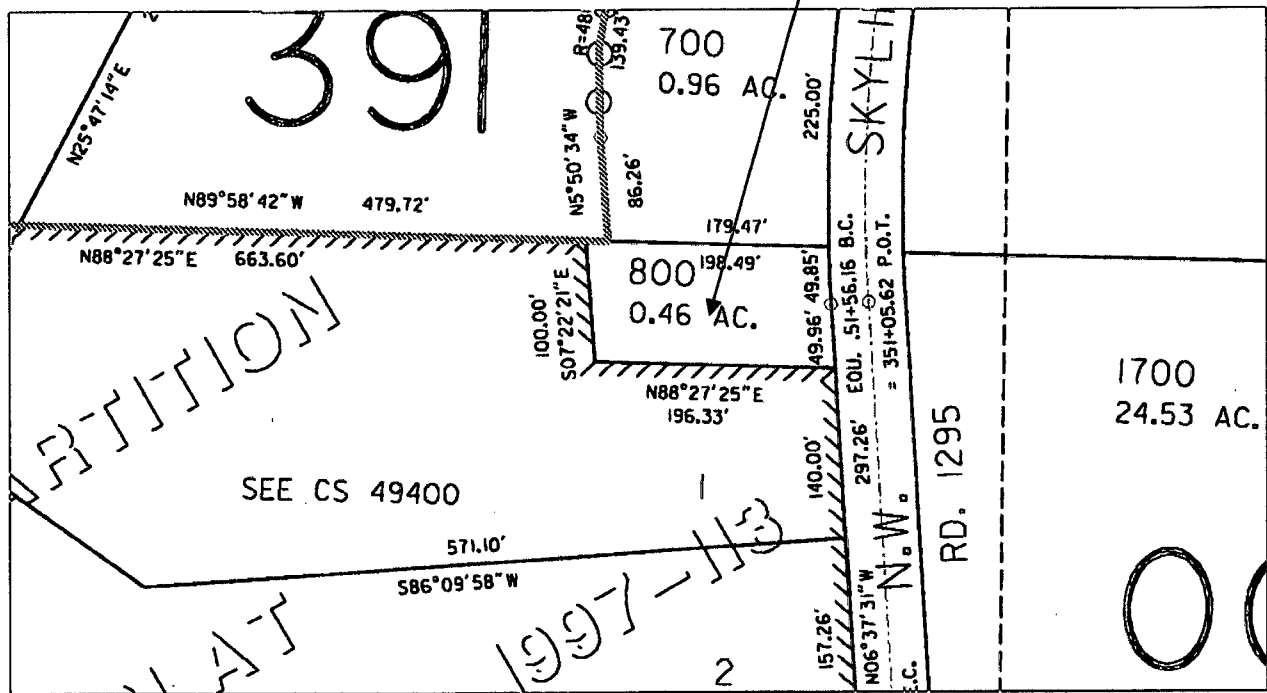


EXHIBIT B



Subject

EXHIBIT C



EXHIBIT D
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2003-04

LEGAL DESCRIPTION:

A tract of land in the Southeast One-Quarter of Section 15, Township 1N, Range 1W, of the Willamette Meridian, Multnomah County, Oregon, being a private cemetery reserved in Deed Book 356 at Page 382, recorded May 5, 1906, Multnomah County Deed Records and described as follows:

Beginning at the point of intersection of the Westerly right-of-way line of N.W. Skyline Blvd., County Road No. 1295, with a line which is 110 rods North of and parallel with the South line of said Section 15; thence West, from said intersection point, along said line which is 110 rods North of and parallel with the South line of said Section 15, a distance of 200 feet; thence Southerly and parallel with said Westerly right-of-way line of N.W. Skyline Blvd., a distance of 100 feet; thence East and parallel with the South line of said Section 15, a distance of 200 feet to said Westerly right-of-way line of N.W. Skyline Blvd.; thence Northerly along said right-of-way line to the point of beginning. Except that portion lying in Parcel 1 of Partition Plat 1997-113.

ADJACENT PROPERTY ADDRESS:	6229 NW Skyline Blvd
TAX ACCOUNT NUMBER:	R324287
GREENSPACE DESIGNATION:	G---
SIZE OF PARCEL:	Approximately 20,040 square feet
ASSESSED VALUE:	\$4600

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE
--

BACK TAXES & INTEREST:	\$1,288.18
TAX TITLE MAINTENANCE COST & EXPENSES:	\$662.00
ADVERTISING COST:	-0-
RECORDING FEE:	\$26.00
CITY LIENS:	\$-0-
SUB-TOTAL	\$1,976.18
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$2,300.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to CHARLES G. GUNN.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$4,600.00 on the County's current tax roll.
- c) Written confirmation from the City of Portland was obtained stating that the parcel is unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) CHARLES G. GUNN, has agreed to pay \$2,300.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$2,300.00, the Chair on behalf of Multnomah County is authorized to execute a deed conveying to CHARLES G. GUNN, the real property described in Exhibit A.

ADOPTED this 4th day of December 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

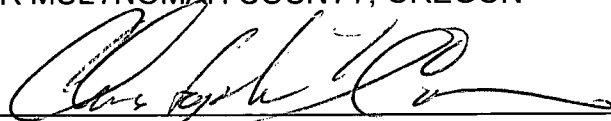
By 
Christopher D. Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

A tract of land in the Southeast One-Quarter of Section 15, Township 1N, Range 1W, of the Willamette Meridian, Multnomah County, Oregon, being a private cemetery reserved in Deed Book 356 at Page 382, recorded May 5, 1906, Multnomah County Deed Records and described as follows:

Beginning at the point of intersection of the Westerly right-of-way line of N.W. Skyline Blvd., County Road No. 1295, with a line which is 110 rods North of and parallel with the South line of said Section 15; thence West, from said intersection point, along said line which is 110 rods North of and parallel with the South line of said Section 15, a distance of 200 feet; thence Southerly and parallel with said Westerly right-of-way line of N.W. Skyline Blvd., a distance of 100 feet; thence East and parallel with the South line of said Section 15, a distance of 200 feet to said Westerly right-of-way line of N.W. Skyline Blvd.; thence Northerly along said right-of-way line to the point of beginning. Except that portion lying in Parcel 1 of Partition Plat 1997-113.

Multnomah County Deed No.: D041935

Tax Account No.: R324287

CHARLES G. GUNN
972 KENLEIGH CIRCLE
WINSTON-SALEM, NC 27106

Deed D041935

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHARLES G. GUNN, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described in the attached Exhibit A.

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$2,300.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 4th day of December 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 4th day of December 2003, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

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Multnomah County Deed No.: D041935

Tax Account No.: R324287

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-161

Authorizing Private Sale of Certain Tax Foreclosed Property to CHARLES G. GUNN

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$4,600.00 on the County's current tax roll.
- c) Written confirmation from the City of Portland was obtained stating that the parcel is unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) CHARLES G. GUNN, has agreed to pay \$2,300.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

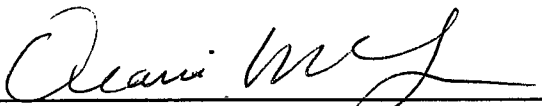
The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$2,300.00, the Chair on behalf of Multnomah County is authorized to execute a deed conveying to CHARLES G. GUNN, the real property described in Exhibit A.

ADOPTED this 4th day of December 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

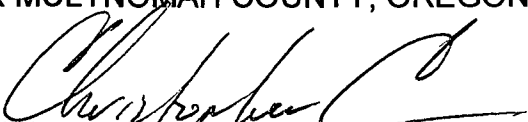
By 
Christopher D. Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

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Multnomah County Deed No.: D041935
Tax Account No.: R324287

CHARLES G. GUNN
972 KENLEIGH CIRCLE
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Deed D041935

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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 4th day of December 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 4th day of December 2003, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

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Multnomah County Deed No.: D041935
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Multnomah County Deed No.: D041935
Tax Account No.: R324287

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: C-3

Est. Start Time: 9:30 AM

Date Submitted: 11/14/03

Requested Date: December 4, 2003

Time Requested: N/A

Department: Business and Community Services **Division:** Emergency Management

Contact/s: Tom Simpson / Scott Salmon

Phone: 503-988-4233

Ext.: 84233

I/O Address: 503/600

Presenters: Consent Calendar

Agenda Title: Government Expenditure Contract (190 Agreement) 4600004476 with the City of Portland to Implement the State Domestic Preparedness Equipment Program Grant in the Amount of \$2,955,653

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

1. What action are you requesting from the Board? What is the department/agency recommendation?

Authorize the Chair to sign agreement and disperse these funds in accordance with State Domestic Preparedness Equipment Program.

2. Please provide sufficient background information for the Board and the public to understand this issue. This Agreement is a pass through of funds from the federal grant that originated with the Office of the Assistant Attorney General, Office of Justice Programs. It is designed to provide funds through the State Domestic Preparedness Equipment Program for the purchase of specialized equipment to enhance the capabilities of State and local units of government to respond to acts of terrorism involving chemical and biological agents, as well as radiological, nuclear, and explosive devices.

The Board of Commissioners was briefed on this grant program in July 2003. The grant requires the creation of a threat assessment and thus an identification of the gaps in a jurisdiction's ability to respond to an incident. While the County only is allowed to use the funds for equipment, the State of Oregon is using its share of the funds for training and planning.

The grant referenced is one of at least three equipment grants that will be made available to the County and its municipalities. In addition the Urban Area Security Initiative (UASI) is currently being coordinated by five regional counties (Multnomah, Clackamas, Washington and Columbia Counties in Oregon and Clark County Washington) and the City of Portland. UASI is connected to the grant by the use of the same assessment process. UASI allows a broader use of funds and the UASI Working Group is developing a plan to determine where the current gaps are in our regional preparedness.

3. **Explain the fiscal impact (current year and ongoing).** This agreement is part of the \$4.1 million that is passed on to other local governments in Multnomah County.

The grant award prohibits any administrative or county indirect costs.

The grant funds are used to reimburse the County and other jurisdictions for the purchase of equipment only. It's anticipated some equipment purchases will have ongoing maintenance costs that are not covered by the grant (future maintenance costs are unknown at this time).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** Federal thru State (G/L 50190) to receive these grant funds.
- ❖ **What budgets are increased/decreased?** Budgets in the Health, Sheriff and Business and Community Services increase.
- ❖ **What do the changes accomplish?** Provide for the necessary budget appropriations to allow for the eligible equipment acquisitions to proceed per the terms of the grant award.
- ❖ **Do any personnel actions result from this budget modification?** No Explain.
- ❖ **Is the revenue one-time-only in nature?** Yes
- ❖ **If a grant, what period does the grant cover?** 8/1/03 to 12/31/04
- ❖ **When the grant expires, what are funding plans?** These are one time only equipment purchases. Some equipment purchases may involve ongoing maintenance responsibilities (those costs are unknown at this time).

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**

- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

No indirect or administrative charges are allowed for in the grant.

5. Explain any citizen and/or other government participation that has or will take place.

The grant was achieved through the cooperation of a coalition of Emergency First Responder Organizations in every municipality, district, and jurisdiction in Multnomah County. Multnomah County Office of Emergency Management took the lead in this coalition. Multnomah County was the only county in the State of Oregon that applied in a unified manner, and quite possibly the only county in the entire North West region of the U.S. to achieve this task as well.

Required Signatures:



Department/Agency Director:

Date: 11/14/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 4600004476
Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: _____
 Originator: Scott Salmon Phone: 503-793-7158 Bldg/Rm: 425/2nd Fl
 Contact: Cathy Kramer Phone: x22589 Bldg/Rm: 455/AnnexT
 Description of Contract: Approval and execution of an Intergovernmental Agreement between Multnomah County and City of Portland for the administration of the State Domestic Preparedness Equipment Grant Program.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____ RFP/BID DATE: _____ ORS/AR #: _____
 EXEMPTION #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	City of Portland		Remittance address	_____
Address	1120 SW Fifth Avenue		(If different)	_____
City/State	Portland, Oregon		Payment Schedule / Terms	_____
ZIP Code	97204		<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Phone	503-823-4000		<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Employer ID# or SS#	_____		<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Contract Effective Date	Upon execution	Term	12/31/04	
Amendment Effect Date	New Term Date		_____	
Original Contract Amount	\$	_____		
Total Amt of Previous Amendments	\$	_____		
Amount of Amendment	\$	_____		
Total Amount of Agreement	\$	2,955,653.00		
Original Requirements Amount	\$	_____		
Total Amt of Previous Amendments	\$	_____		
Requirements Amount Amendment	\$	_____		
Total Amount of Requirements	\$	_____		

REQUIRED SIGNATURES:

Department Manager	<u><i>Michael Salmon</i></u>	DATE	<u>11/14/03</u>
Purchasing Manager	_____	DATE	_____
County Attorney	<u><i>Charles L. ...</i></u>	DATE	<u>11/14/03</u>
County Chair	<u><i>Chris ...</i></u>	DATE	<u>12.5.03</u>
Sheriff	_____	DATE	_____
Contract Administration	_____	DATE	_____

COMMENTS: _____

**MULTNOMAH COUNTY OREGON**

Page 1 of 1

IGA Contract**Vendor Address**

PORTLAND CITY OF
106/1302

Information

Contract Number 4600004476
Date 09/03/2003
Vendor No. 12079
Contact/Phone BCS Transport'n /
X26798
Validity Period: 09/03/2003 - 12/31/2004
Minority Indicator: Not Identified

Estimated Target Value: 2,955,653.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>State Domestic Preparedness Eq Grant Prog</p> <p>Plant: F030 Business & Community Service Requirements Tracking Number: 999 <i>IGA with the City of Portland - State Domestic Preparedness Equipment Grant Program - A cooperative effort between the First Responder Agencies of Portland, Gresham, The Port of Portland, Mult. Co., Fairview, Troutdale and Sauvies Island. The County will assume the role of administrator and manager for this grant program. Funds are to be used to procure equipment to better equip and prepare to respond to and recover from a Terrorist Attack.</i> Originator: Scott Salmon</p> <p>*** Text changed ***</p>	2,955,653.000	Dollars	\$ 1.0000

INTERGOVERNMENTAL AGREEMENT
Between
MULTNOMAH COUNTY
And
CITY OF PORTLAND

This Intergovernmental Agreement ("Agreement") is entered into pursuant to ORS 190.010 by and among Multnomah County ("County") and City of Portland ("Portland").

Witnesseth

WHEREAS the County has been selected by the U.S. Department of Homeland Security, Office of Domestic Preparedness ("ODP"), as a grant recipient from the State Domestic Preparedness Equipment Grant Program; and

WHEREAS the County has been awarded \$5,271,063.00 under the FY2002 & FY2003 State Domestic Preparedness Equipment Grant Program (the "Grant"); and

WHEREAS there is a cooperative effort between the first responder agencies of Portland, Gresham, the Port of Portland, Multnomah County, Fairview, Troutdale, and Sauvies Island to respond to local emergencies; and

WHEREAS the County will serve as the emergency equipment purchaser under the Grant for Fairview, Troutdale, and Sauvies Island; and

WHEREAS the cities of Portland and Gresham and the Port of Portland will provide their own purchasing services for emergency equipment under the Grant; and

WHEREAS Portland will receive up to a total of \$2,955,653 from Grant for the purpose of purchasing eligible equipment; and

WHEREAS the funds are to be used to procure equipment to allow emergency first responder agencies to respond to and recover from an attack made using weapons of mass destruction; and

WHEREAS the County shall administer the State Domestic Preparedness Equipment Grant; now therefore

IT IS AGREED that the mutual promises and the terms and conditions are set forth hereafter:

Terms and Conditions

1. The County shall reimburse Portland from the Grant award for eligible purchases made by Portland up to a total of \$2,955,653. Funds provided to the City under this Agreement may be used only for the purchase of equipment designated in the FY02 & FY03 State Domestic Preparedness Equipment Grant Application. A list of eligible equipment is included as Exhibit B to this Agreement.
2. The Grant requires the County to submit timely reports according to the dates established by the ODP. Portland assumes and shares this reporting obligation and hereby agrees to provide the County in a timely manner all documentation required under Paragraphs 3 and 4 of these Terms and Conditions.
3. Portland shall submit requests for reimbursement to the County, including supporting documentation, for all grant expenditures and any matching funds requirements. Purchases of equipment over \$5,000 require a description of the equipment, the purchase price, date of purchase, and identifying numbers if any. All purchases made by Portland must be completed by December 31, 2004.
4. Portland shall submit progress reports no later than January 3, 2004; July 3, 2004; and January 3, 2005. The County may withhold reimbursement payments if progress reports are not submitted by the specified dates or are incomplete. Unless otherwise specified by the parties in writing, the County may suspend or terminate this Agreement if any progress report is outstanding more than one month past the due date.
5. Portland shall comply with all terms and conditions of the Grant that are imposed on the County. A copy of the Grant is attached as Exhibit A to this Agreement. Portland assumes full responsibility, obligation and liability for the use of any funds transferred to the City under this Agreement.
6. Payments to Portland under this Agreement are contingent upon receipt by the County of sufficient Grant funds from the State Criminal Justice Services Division. Provided such funds have been received by the County, the County will reimburse Portland for eligible expenses incurred by Portland within 30 days of the date an invoice is received by the County, provided such invoice complies with the requirements of this Agreement.

Amendments

Proposed amendments to this Agreement shall be in writing and approved by the governing bodies of the County and Portland.

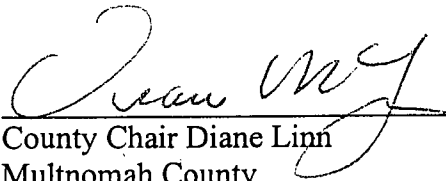
Severability, Interpretation, and Duration

1. **Severability**: The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.
2. **Interpretation**: The terms and conditions of this Agreement shall be liberally construed in accordance with the general purpose of this Agreement.
3. **Duration**: This Agreement will be in effect upon signature by the County and the City. The duration of this Agreement is from date of execution until December 31, 2004.

Responsibility for Acts

The County and Portland shall each be solely responsible for its own activities under this Agreement. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to hold harmless, defend and indemnify the other, their officers, agents, and employees, against any claims, demands, actions or suits, (including attorney fees and costs), brought against them arising out of or relating to each other's individual responsibilities under this Agreement.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) of the County and the City who are duly authorized to execute this Intergovernmental Agreement.

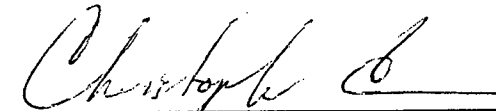

County Chair Diane Linn
Multnomah County

Date: 12.15.03

Mayor Vera Katz
City of Portland

Date: _____

Reviewed:


Assistant County Attorney

Date: 12/14/03

City Auditor

Date: _____

Approved as to Forum:

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 12.04.03
DEBORAH L. BOGSTAD, BOARD CLERK

City Attorney

Date: _____

PROGRAM NARRATIVE**INTRODUCTION**

This application is a collaborative, multi-discipline effort by the local jurisdictions and agencies serving Multnomah County and surrounding areas. Unless otherwise noted, the term “applicants” as used herein refers to the collaborating agencies as a whole as listed on the Cover Sheet.

We developed our comprehensive CBRNE needs list as an integral element of our Threat Assessment update, and recognize the federal funds requested exceed the limit for the 2003 State Domestic Preparedness Equipment Grant. We have established procedures to allocate any lesser amount of funding awarded, and also plan to use this master equipment list for our 02 Equipment Grant application and additional CBRNE funding as it becomes available.

PART ONE: COORDINATION WITH STATEWIDE NEEDS ASSESSMENT

The current needs assessment for Multnomah County, prepared prior to 9/11, resulted in a Terrorism Risk Rating of 18 (Vulnerability-11 and Threat-7). That assessment is being updated to reflect the increased risk to our county and cities in the post 9/11, CBRNE environment.

Multnomah County, with a population of 660,486, is the hub for major transportation networks serving all of Oregon and anchors the industrial lifeline for the entire state. The Port of Portland is the eighth largest U.S. marine port in total tonnage, fourteenth largest container port, and the number one auto port on the West Coast. Portland International Airport serves 12 million passengers and more than a quarter million tons of air cargo annually. The City of Portland, with nearly a half million residents, is home to the state’s largest high-rise buildings, which collectively house

thousands of workers, many of whom commute to work daily over the fourteen bridges that span the Willamette and Columbia rivers. Northwest Portland is also home to several large petroleum tank farms that provide a pipeline to Eugene and points beyond. At Multnomah County's eastern boundary is Bonneville Dam and its massive hydroelectric complex that supplies critical energy to a multi-state region.

Multnomah County is home to thirteen of the area's eighteen hospitals. These include OHSU and Emanuel Legacy Hospital, the state's only Level 1 trauma and pediatric referral medical centers. The state's only burn center is located at Emanuel Hospital, while Mt. Hood Medical Center serves the needs of nearly 200,000 residents in east Multnomah County. Gresham, the state's fourth largest city, is home to several modern manufacturing plants that provide critical components to the nation's aerospace and technology sectors. Farther to the east, the Bull Run watershed delivers fresh water to 800,000 persons in the Portland metropolitan area. The facilities cited above are but a few of those identified as potential targets for a CBRNE event or natural disaster. Other potential terrorist CBRNE targets include the 9,200 hazardous material sites in Multnomah County identified by the State Fire Marshall. A CBRNE incident in our target-rich community could have potentially catastrophic results for the greater metropolitan area and the state. To meet this potential reality, we have adopted a coordinated, multi-agency strategy for response to a CBRNE incident based on:

- Mutual aid agreements
- Sharing of specialized equipment and personnel
- Communications interoperability
- Coordinated first response
- Joint training and exercises

We are actively planning and coordinating a regional response to any CBRNE incident. We have defined our respective roles and responsibilities using the Incident Command System to optimize the effectiveness of their response to crisis and consequence management. Our police and fire special teams share immediate response protocols, and Unified Command is taught and practiced.

In our plan, initial response to a CBRNE incident will be by first responders of the impacted jurisdiction. Additional first responders, specialized equipment and supplies will rapidly reinforce them as provided in mutual aid agreements between the parties. This concept of operations forms the basis for our grant request.

PART TWO: IDENTIFICATION OF EQUIPMENT NEEDS

Common equipment employed under a shared concept of operations enables joint training and creates a force multiplier effect on limited grant funds. The primary criterion for requesting an equipment item is that it improves the response capability of the region as a whole. Another key criterion is to ensure the requested item optimizes interoperability and improves effectiveness of combined operations. A detailed listing of each item and requesting agency is in the Appendix.

1. Personal Protective Equipment (PPE) - \$1,163,116

Without PPE responders would be contaminated or at-risk of CBRNE exposure and unable to perform life saving procedures, stabilize the incident scene or perform other assigned tasks. Consequently, our first priority is to protect our fire, police and medical personnel responding to a CBRNE incident. We must equip our special teams with Level A and B ensembles that enable them to safely operate in the Hot and Warm Zones to identify the specific threat, implement effective perimeter controls, and stabilize the immediate situation. Other first responder teams will be equipped with

Level B and Level C ensembles that allow them to conduct decontamination and other essential response and recovery operations. In our intense urban environment, we must be prepared to deal with a large number of victims by equipping and training multiple response teams comprised of fire, police and medical first responders to safely perform their assigned tasks in a CBRNE incident. Essential safety equipment includes SCBA Packs, 1-hour air bottles, Cool Vests, hard hats and Nomex coveralls that together provide interoperable responder protection across all disciplines.

2. Explosive Device Mitigation and Remediation - \$327,950

The terrorist CBRNE delivery method is very likely to be an explosive device. Our jointly staffed Metropolitan Explosive Disposal Unit (MEDU) is currently operating with outdated and poorly performing equipment, and is limited in their ability to efficiently handle the potential CBRNE threat. The improved EOD 8 bomb suit and the integrated x-ray technology and chemical/radiation detection capability of the Remotec Robot will close a significant gap in our ability to analyze and neutralize a CBRNE threat. The x-ray machine at Portland International Airport is 15 years old, and employs outdated technology. The new x-ray machine will provide state of the art screening of suspected explosive devices at the airport and during MEDU call-outs.

3. CBRN Search and Rescue Equipment - \$270,300

The metropolitan area does not have an urban search and rescue capability. Critical search and rescue equipment for our fire and HazMat units, such as thermal imaging cameras, a listening device, stabilizing struts, lift bags and hydraulic rescue tools, are urgently needed to rescue victims trapped in a structural collapse. This all-hazard, interoperable equipment provides life-saving capability following a man-made or natural disaster.

4. Interoperable Communications Equipment - \$1,367,616

Emergency communications is the most critical element in coordinating a multi-agency, multi-discipline response to a terrorist incident and was consistently identified as our weakest link during CBRNE exercises. The County's Citizens Crime Commission, Portland's Emergency Preparedness Council, and Regional Emergency Managers have all stressed the need for mobile, interoperable and adaptable communications equipment. We request funding for 800MHz portable radios, base and mobile systems to help ensure our responders have interoperability and can communicate effectively to coordinate response activities. We also request funding for a Computer Aided Dispatch (CAD) system for Portland International Airport, which currently lacks CAD emergency dispatch capability. In addition to ensuring prompt, coordinated response for an airport incident, the PDX CAD system will be developed into a backup dispatch capability for BOEC, our only public safety emergency dispatch center, which currently has no backup capability.

5. Detection Equipment - \$557,049

Our first responders to a CBRNE incident involving hazardous materials lack adequate detection equipment to quickly and accurately identify the specific threat and initiate immediate protective measures. The requested equipment (Infrared Mass Spectrometer; Chemical Detectors; Radiological Detectors; a Biological Point Detection Set; Dosimeters; Air Monitors; HazCat Kits and gas detectors) gives us the capability to quickly sample, detect, identify, quantify, and monitor CBRNE agents across a wide range of potential hazards.

6. Decontamination Equipment - \$124,375

The potential number of victims who would need decontamination and the multiple locations where decontamination operations will be needed far exceed our current capabilities. Our special teams can only handle a few victims at single locations, and our hospitals can only decontaminate 1 or 2 victims per hour. In order to limit the spread of contaminants and to effectively protect our citizens, our CBRNE plan identified a critical need for multiple, mobile decontamination units that can be deployed to multiple locations. The trained personnel supporting each decontamination unit require decontamination equipment that will clean, remove or mitigate chemical and biological contamination. We request funding for tents, air and water heaters, fans, lights, generators, cords, litters, carriers, sumps, hoses, showers and backboards.

7. Physical Security Enhancement Equipment - \$971,750

The threat of domestic terrorism has highlighted significant deficiencies in physical security of our critical infrastructure, including our 911 dispatch center, essential government buildings, airport, waterways and hospitals. Improving the security of these key facilities and other potential CBRNE targets requires an expansion of protective measures, including increased capability to monitor activities and detect potential threats. We request funding to upgrade Portland's Air Support Unit (ASU) with a Forward Looking Infrared (FLIR), microwave downlink, and "Moving Mapping" software (see Part 8). This unit provides the metropolitan region a unique capability to enhance security of critical targets during periods of heightened alert, and to provide incident command with real-time information from an aerial perspective during a CBRNE incident. There are no other similar units in this region.

We request funding to enhance physical security at the Multnomah County Courthouse, including motion detection, video, and x-ray systems. We also request funding to install break glass sensors for all first floor windows and erect an iron fence and barrier system around BOEC, the county's only emergency dispatch center.

Additionally, we request funding for hull-penetration, surface and side-scan radar units to enhance physical security on the Willamette and Columbia rivers. We also request a high-resolution sonar unit to safely and accurately check for underwater explosive devices at the base of our fourteen bridges.

8. Terrorism Incident Prevention Equipment - \$217,000

Effective joint command hinges on timely and accurate incident information, particularly during a CBRNE situation. Currently, we do not have the crisis/consequence management tools needed to accurately track in-the-field response operations. We request software systems to enhance our ability to disseminate advanced warning information to prevent or disrupt a terrorist incident. Our request includes the AVID Forensic Video Analysis System, Criminal Intel Upgrades, Airborne Mapping Software and Microwave Downlink (used in conjunction with FLIR described in Part 7).

The microwave downlink provides instant images of a CBRNE scene to multiple EOC's, allowing command personnel to monitor and make decisions based on real-time information. Airborne Mapping software provides a map image that "moves" to constantly depict the area below, and can zoom to a specific location when the address is known.

9. CBRNE Logistical Support Equipment - \$164,012

Proper storage and protection of CBRNE equipment is absolutely essential to ensure operability when needed. Diversity of potential targets and the unique challenge of response to a terrorist incident in an urban environment require flexibility and mobility—we must be able to rapidly move our special teams, CBRNE equipment and decontamination capability to meet incident-specific needs. Currently we have very limited mobile storage capacity. We request funding to store gear and move equipment. We will position equipment trailers and specialized vehicles in strategic locations to ensure CBRNE response equipment will be delivered on time where needed.

10. CBRNE Incident Response Vehicles - \$812,000

We do not have incident response vehicles to support the special needs of CBRNE operations. We have developed our CBRNE response plan to optimize available resources and thus limit funding requirements. This, in turn, makes mobility a must—we need to rapidly move essential capabilities to where they needed to minimize the impact of a CBRNE incident. We request funding for these special-purpose vehicles for the transport of CBRNE equipment and personnel to the incident site: a transport ATV, a HazMat Response Vehicle and a Decon Response Vehicle (HM3); one Mobile Command and Communication Vehicle (PDX); two prime movers for moving MMRS equipment trailers; and five SERT/RRT Response Vehicles.

The HazMat and SERT/RRT vehicles will ensure safe insertion and extraction of first responders to CBRNE event, while the prime movers are necessary to move equipment trailers to and between incident sites. The Port of Portland currently does not have a Mobile Command and Communications Vehicle, which will serve as an

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
emergency command post and communications center for CBRNE events and as
backup to the airport's Communications Center and Emergency Operations Center.

11. Medical Supplies and Pharmaceuticals - \$957,438

The recovery process following a CBRNE incident is a continuum from detection to treatment. It does little good to train and equip fire and police first responders if we are unable to treat victims at hospitals. Our hospitals are at or near capacity now and do not have the necessary supplies to treat victims of a CBRNE incident in our densely populated urban area. We recognize the need to have a surge plan to accommodate a mass casualty event. Our regional hospitals have collaborated in development of the Portland Metropolitan Medical Response (MMRS) plan. We now need the tools to implement that plan.

We request funding for medical supplies and pharmaceuticals required for effective response to a CBRNE incident. These supplies will be divided into six modular packages, with each module able to triage and stabilize 100 patients, 10 of who are critical. Included in this request are medical supplies necessary for care as well as a small, core cache of medical pharmaceuticals. Other components of these "medical modules" are separately listed in their appropriate equipment categories (HOS in Appendix). This request is consistent with our role and operation as part of the National Disaster Medical System (NDMS) as well as the MMRS plan.

12. CBRNE Reference Materials - \$13,620

We do not have sufficient reference material for the growing roles and responsibilities of our first responders, and to promote training and procedural interoperability. We request the following materials to assist first responders to prepare for and respond to a CBRNE incident: First Responder Job Aids, WMD Reference

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
Library, Peak HazMat Reference Set, Fire Protection Guide on HazMat, CCINFO,
SAXIS, MERCK, and GENIUM.

PART THREE: IDENTIFICATION OF CURRENT CAPABILITIES

A. Current Equipment and Supplies for CBRNE Incident

Since 1996, Multnomah County emergency service providers have obtained federal grant funding to improve their response to terrorism. Over \$1.5 million has been spent on MMRS planning, HazMat equipment and training and exercises for regional responders. Our first objective has been to bring our specialized teams to a base level of response protection and capabilities. This request will expand that base and give an increasing number of essential response personnel the necessary protective gear and equipment that we have been unable to provide due to funding constraints.

We have developed several specialized, regional teams to deal with CBRNE events. PFB's HazMat team (HM6) and GFES' (HM3) are regional teams that serve areas beyond city and county limits. Portland's MEDU, the region's only bomb squad, is comprised of personnel from Portland, Gresham, Portland Airport (PDX), Clackamas County and Clark County (WA). In addition to serving those jurisdictions, MEDU covers calls for service in Columbia, Yamhill, Skamania (WA), and Cowlitz (WA) counties. MEDU bomb technicians train weekly, are qualified to work with HazMat teams in a Level A environment, and are trained and equipped to detect radiation, chemical warfare agents and other hazards.

The City of Portland (PPB SERT) and East County law enforcement agencies (GPD, MCSO) operate Special Weapons and Tactics (SWAT) teams. In a CBRNE incident, PPB SERT will work in the Warm Zone in Level B and would be tasked with arrest of suspects, reconnaissance for secondary devices, and security for HazMat

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application

personnel. PPB also operates a Rapid Response Team (RRT) that has extensive experience in crowd control. During a CBRNE incident, the RRT would control ingress and egress between Cold and Warm Zones.

The Willamette and Columbia rivers are patrolled by PFR, MCSO's River Patrol, and Port of Portland vessels. PPB operates a single fixed-wing aircraft that serves the entire region. The Port of Portland operates its own police and fire departments for quick response to emergencies at its facilities.

Multnomah County Public Health Department serves as the focal point for Emergency Medical Services for the county and assists in the coordination of all WMD hospital support in the four-county metropolitan region. Multnomah County EMS administers the contract for 911 ambulance service in Multnomah County, operates the Portland's Regional Hospital and Trauma System, and was a catalyst in development of the MMRS. All EMS responders in Multnomah County are currently equipped to enhanced Level C HAZMAT capability and trained in medical treatment protocols for chemical and radiological incidents. In contrast, most hospitals are only able to decontaminate one to two patients per hour. A limited quantity of antidote and PPE is available in each of the hospitals, with 2PAM and cyanide antidote kits in short supply. OHSU's Poison Control Center provides the state and the region with medical expertise in the management of patients exposed to chemical or toxic agents.

Portland's water supply is protected and maintained by the emergency response and security teams of the Bureau of Water Works. Key facilities do not have a security card-key system to protect water distribution. Personnel have protective suits, a response van and the training to effectively operate during a CBRNE incident, but do not have a decontamination tent system.

B. Current Training Received to Respond to CBRNE Event.

Since 9/11, we have, and continue to, train our first responders in WMD Awareness and Operations courses. Specialized teams receive advanced technical training from local and nationally sponsored courses.

C. CBRNE Exercises

We have planned and participated in several CBRNE exercises. For example, in November 2001 PPB tested a multi-jurisdictional plan in response to information that terrorists planned to blow up bridges on the West Coast. In August 2002, Gresham conducted a multi-agency functional exercise involving a "dirty bomb" in east Multnomah County. The exercise involved several grant applicants as well as volunteer organizations. Portland Office of Emergency Management (POEM) collaborated with local, state and federal agencies to develop Operation Red Rose, tabletop and full-scale exercises in early 2002. These exercises included multiple disciplines, 17 locations, and more than 2000 participants.

D. Incident or Unified Command System availability.

All applicants have adopted by ordinance, resolution or rule a unified command structure based on the Incident Command System.

PART FOUR: GOALS, OBJECTIVES AND PERFORMANCE MEASURES

Goal 1: Save lives and property in the event of a CBRNE incident by equipping first responder agencies with essential equipment

Objectives:

- CBRNE Interoperability Committee confirms prior agreements between applicants (see Part Five)
- Implement Procurement Plan

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Performance Measures:

- 100 percent of funded equipment delivered to agencies by Sept 30, 2004
- 100 percent of receipts received by grant administrator by Sept. 30, 2004

Goal 2: Save lives and property in the event of a CBRNE incident by training on equipment in coordinated, multi-jurisdictional method

Objective:

- Interoperability Committee coordinates joint training
- Implement Training Plan

Performance Measures:

- 100 percent of designated training completed by Sept. 30, 2004

PART FIVE: IMPLEMENTATION AND EVALUATION PLAN

Prior to the award date of the 2003 CBRNE grant, Multnomah County Office of Emergency Management will establish two CBRNE Grant Committees.

The CBRNE Interoperability Committee will be comprised of representatives with expertise in CBRNE operations from each of the participating agencies. The Committee will have primary responsibility for ensuring awarded grant funds are used to optimize the applicants' capability to effectively respond to and recover from a terrorist incident involving CBRNE. This committee will determine final resource allocation of the grant award, promote interoperability in equipment and procedures, and coordinate training among participants.

The CBRNE Grant Administration Committee will be comprised of representatives with expertise in federal grant administration and financial/accountability requirements from each participating agency. This committee will develop procedures to ensure compliance with local, state and federal grant requirements by all participants, to

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
include procurement, accountability, documentation, and reporting. This committee
supports the Interoperability Committee in fulfilling the requirements of the grant.

Timelines and Evaluation

<u>Date</u>	<u>Event and Evaluation</u>
July 2003	Grant Awarded; Convene CBRNE Committee(s);
September 2003	Implement Procurement Plan
October 2003	Interoperability Committee coordinates joint training
November 2003	Implement Training Plan
December 2003	First Reporting Period Ends
January 2004	First Report Due
June 2004	Second Reporting Period Ends
July 2004	Second Report Due
Sept. 30, 2004	Grant period ends; final report due

PART SIX: IDENTIFICATION OF AVAILABLE FUNDS AND EQUIPMENT

Portland has \$312,000 dedicated to purchase CBRNE equipment and supplies not included in this request. Health and Human Services has been allocated federal funding to the State of Oregon, but no funds have been made available to local medical providers at this time. This request represents a comprehensive, collaborated CBRNE needs list which will be updated and used to apply for the 2002 Equipment Grant and equipment grants in 2002 and future funding opportunities.

This application encompasses a network of mutual aid agreements between the applicants and adjoining jurisdictions. Much of this mutual-aid equipment was described and discussed in Part Three of this application. Available CBRNE equipment is for

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
specialized teams, not for other first responders needed in response to a CBRNE
incident.

PART SEVEN: BUDGET¹

- 1. Personal Protective Equipment (PPE) - \$1,163,116**
 - 2. Explosive Device Mitigation and Remediation - \$327,950**
 - 3. CBRN Search and Rescue Equipment - \$270,300**
 - 4. Interoperable Communications Equipment - \$1,367,616**
 - 5. Detection Equipment - \$557,049**
 - 6. Decontamination Equipment - \$124,375**
 - 7. Physical Security Enhancement Equipment - \$971,750**
 - 8. Terrorism Incident Prevention Equipment - \$217,000**
 - 9. CBRNE Logistical Support Equipment - \$164,012**
 - 10. CBRNE Incident Response Vehicles - \$812,000**
 - 11. Medical Supplies and Pharmaceuticals - \$957,438**
 - 12. CBRNE Reference Materials - \$13,620**
- TOTAL FEDERAL FUNDS REQUESTED: \$6,946,226**

¹ Due to the large number of applicants in this coordinated application, we have furnished for the reviewers' benefit a detailed Appendix showing item category, unit cost, quantity, training requirement, and specific agency to receive the equipment. Per telephone approval by Carmen Merlo, Director, CJSD.

Exhibit B

02-03 Authorized Equipment List

2002	2003
Level A	
Fully encapsulated Liquid & Vapor Protection Ensemble, re-useable and disposable	Fully encapsulated Liquid & Vapor Protection Ensemble, re-useable and disposable
Fully Encapsulated Training Suits	Fully Encapsulated Training Suits
Testing Equipment for fully encapsulated suits	
Closed Circuit Rebreather or Air-line System w 15min escape SCBA	Closed Circuit Rebreather or Air-line System w 15min escape SCBA
Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits	Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
Chemical Resistant Gloves, including thermal, as appropriate to hazard	Chemical Resistant Gloves, including thermal, as appropriate to hazard
Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.	Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.
Hardhat	Hardhat/helmet
Chemical/biological protective undergarment (fire resistant optional)	Chemical/biological protective undergarment
Inner gloves	Inner gloves
Approved Chemical Resistant Tape	Approved Chemical Resistant Tape
Chemical Resistant Boots, Steel or Fiberglass Toe & Shank	Chemical Resistant Boots, Steel or Fiberglass Toe & Shank
Chemical Resistant Outer Booties	Chemical Resistant Outer Booties
HazMat Gear bag/box	
Level B	
Liquid splash resistant chemical clothing encapsulated or non-encapsulated	Liquid splash resistant chemical clothing encapsulated or non-encapsulated
Liquid Splash Resistant Hood	Liquid Splash Resistant Hood
Closed Circuit re-breather minimum 2-hr supply, open circuit SCBA, or when appropriate, Air line system with 15 min. minimum escape SCBA	Closed Circuit re-breather minimum 2-hr supply, open circuit SCBA, or when appropriate, Air line system with 15 min. minimum escape SCBA
Spare Cylinders/Bottles for re-breathers or SCBA and service/repair kits	Spare Cylinders/Bottles for re-breathers or SCBA and service/repair kits
Chemical Resistant Gloves, including thermal, as appropriate to hazard	Chemical Resistant Gloves, including thermal, as appropriate to hazard
Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.	Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.
Hardhat	Hardhat/helmet
Chemical/biological protective undergarment (fire resistant optional)	Chemical/biological protective undergarment
Inner gloves	Inner gloves
Approved Chemical Resistant Tape	Approved Chemical Resistant Tape
Chemical Resistant Boots, Steel or Fiberglass Toe & Shank	Chemical Resistant Boots, Steel or Fiberglass Toe & Shank
Chemical Resistant Outer Booties	Chemical Resistant Outer Booties
HazMat Gear bag/box	
Level C	
Liquid Chemical splash resistant clothing (permeable or non-permeable)	Liquid Chemical splash resistant clothing (permeable or non-permeable)
Liquid Chemical Splash resistant hood (permeable or non-permeable)	Liquid Chemical Splash resistant hood (permeable or non-permeable)
Tight-fitting, full facepiece, negative pressure air purifying respirator with appropriate cartridge or canister and P100 filters for protection against toxic industrial chemicals, particulates, and military specific agents	Tight-fitting, full facepiece, negative pressure air purifying respirator with appropriate cartridge or canister and P100 filters for protection against toxic industrial chemicals, particulates, and military specific agents

	Tight -fitting, full face piece, powered air purifying respirator (PAPR) with chemical resistant hood with appropriate cartridge or canister and high efficiency filter for protection against toxic industrial chemical, particulate, and military specific agents
Equipment or system batteries will include those that are rechargeable (e.g. NiCad or non-rechargeable with extended shelf life (e.g.lithium)	Equipment or system batteries will include those that are rechargeable (e.g. NiCad or non-rechargeable with extended shelf life (e.g.lithium)
Chemical resistant gloves including thermal as appropriate to hazard	Chemical resistant gloves including thermal as appropriate to hazard
Personal cooling system, vest or full suit with support equipment	Personal cooling system, vest or full suit with support equipment
Level D	
Escape mask for self rescue	Escape mask for self rescue
Explosive Device Mitigation & Remediation	
Bomb search protective ensemble for chemical/biological response	Bomb search protective ensemble for chemical/biological response
Chemical/biological undergarment for bomb search protective ensemble	Chemical/biological undergarment for bomb search protective ensemble
Cooling garments to manage heat stress	Cooling garments to manage heat stress
Ballistic threat body armor (not for riot suppression)	Ballistic threat body armor (not for riot suppression)
Ballistic threat helmet (not for riot suppression)	Ballistic threat helmet (not for riot suppression)
Blast and ballistic threat eye protection (not for riot suppression)	Blast and ballistic threat eye protection (not for riot suppression)
Blast and overpressure threat ear protection (not for riot suppression)	Blast and overpressure threat ear protection (not for riot suppression)
Fire resistant gloves	Fire resistant gloves
Dearmor/disrupter	Dearmor/disrupter
Real time x-ray unit	Real time x-ray unit
Portable x-ray unit	Portable x-ray unit
WMD compatible total containment vessel	WMD compatible total containment vessel
WMD upgrades for existing TCV	WMD upgrades for existing TCV
Robot	Robot
Robot upgrades	Robot upgrades
Fiber Optic Kit	Fiber Optic Kit
Tents, standard or air inflatable for chem/bio protection	Tents, standard or air inflatable for chem/bio protection
	Inspection mirrors
	Ion track Explosive Detector
WMD Technical Rescue Equipment	CBRNE Search & Rescue Equipment
Listening devices	Listening devices, hearing protection
Search cameras	Search cameras
Lifting devices	Lifting devices
Breaking devices	Breaking devices
	Hydraulic tools; hydraulic power unit
	Blocking & bracing materials
Interoperable Communications Equipment	
Land mobile, 2way in suit communications (secure, hands free, fully duplex, optional)	Land mobile, 2way in suit communications (secure, hands free, fully duplex, optional)
	Antenna systems
Personnel Alert safety system	Personnel Alert safety system
Personnel Accountability systems	Personnel Accountability systems
Individual portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems	Individual portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with	Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with

integrated software packages designed specifically for chemical and or biological agent detection and communication purposes)	integrated software packages designed specifically for chemical and or biological agent detection and communication purposes)
Portable meteorological station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)	Portable meteorological station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
	Computer aided dispatch system
Commercially available crisis management software	Commercially available crisis management software
	Mobile display terminals
Detection Equipment	
M-8 Detection paper for chemical agent identification	M-8 Detection paper for chemical agent identification
M-9 detection paper (roll) for chemical agent (military grade) detection	M-9 detection paper (roll) for chemical agent (military grade) detection
M-256 detection kit for chemical agent (weapons grade-blister: CX/HD/L; blood; AC/CK; and nerve; GB/VX detection	M-256 detection kit for chemical agent (weapons grade-blister: CX/HD/L; blood; AC/CK; and nerve; GB/VX detection
M-256 training kit	M-256 training kit
M-18 series chemical agent detector kit for surface/vapor chemical agent analysis	M-18 series chemical agent detector kit for surface/vapor chemical agent analysis
Hazard categorizing (hazcat kits)	Hazard categorizing (hazcat kits)
Photo-ionization detector (PID)	Photo-ionization detector (PID)
Flame Ionization detector(FID)	Flame Ionization detector(FID)
Surface acoustic wave detector	Surface acoustic wave detector
Gas chromatograph/mass spectrometer (GC/MS)	Gas chromatograph/mass spectrometer (GC/MS)
Ion Mobility spectrometry	Ion Mobility spectrometry
Stand-off chemical detector	Stand-off chemical detector
M-272 chemical agent water test kit	M-272 chemical agent water test kit
Colormetric tube/chip kit specific for TICs and WMD applications	Colormetric tube/chip kit specific for TICs and WMD applications
Multi-gas meter with minimum of O2 and LEL	Multi-gas meter with minimum of O2 and LEL
Leak Detectors (soap solution, ammonium hydroxide, etc)	Leak Detectors (soap solution, ammonium hydroxide, etc)
PH paper/pH meter	PH paper/pH meter
Waste water classifier kit	Waste water classifier kit
Oxidizing paper	Oxidizing paper
Point detection systems kits - biological	Point detection systems kits - biological
Radiation detection equipment	Radiation detection equipment
Personal dosimeter	Personal dosimeter
Scintillation fluid pre-packed	Scintillation fluid pre-packed
	Radiation monitors
	Canines (initial acquisition, initial operational capability only)
Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation	Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation
Decon litters/roller systems	Decon litters/roller systems
Extraction litters, rollable	Extraction litters, rollable
Runoff Containment bladders, decontamination shower waste collection with intrinsically-safe evacuation pumps	Runoff Containment bladders, decontamination shower waste collection with intrinsically-safe evacuation pumps
Spill containment devices	Spill containment devices
Overpack drums	Overpack drums
Non-transparent cadaver bags	Non-transparent cadaver bags
	Hand carts
	Waste water classification kits/strips
HEPA vacuum for dry decontamination	HEPA vacuum for dry decontamination
Physical Security Enhancement Equipment	
Surveillance; Motion detector systems, acoustic, infrared, seismic, magnetometers	Motion detector systems, acoustic, infrared, seismic, magnetometers
Barriers, fences, jersey walls	Barriers, fences, jersey walls

Impact resistant doors and gates	Waterfront - Impact resistant doors and gates
Portal systems	Waterfront - Portal systems
Alarm systems	Alarm systems
Video assessment/ cameras, standard, low light, IR, automated detection	Waterfront -video assessment/ cameras, standard, low light, IR, automated detection
Personnel identification, visual, electronic, acoustic, laser, scanners, cyphers/codes	Personnel identification, visual, electronic, acoustic, laser, scanners, cyphers/codes
X-ray units	X-ray units
Magnetometers	Magnetometers
Vehicle identification, visual, electronic, standard, lowlight, IR, automated detection	Vehicle identification, visual, electronic, standard, lowlight, IR, automated detection
Diver/Swimmer detection systems; sonar	Waterfront - Diver/Swimmer detection systems; sonar
Hull scanning equipment	Waterfront - Hull scanning equipment
	Waterfront - Radar systems
Sensors - Chemical: active/passive; mobile/fixed; handheld	Sensors - Chemical: active/passive; mobile/fixed; handheld
Biological; Active/passive; mobile/fixed; handheld	Biological; Active/passive; mobile/fixed; handheld
Radiological	Radiological
Nuclear	Nuclear
Ground/wall penetrating radar	Ground/wall penetrating radar
Inspection/detection: vehicle & cargo inspection systems	Inspection/detection: vehicle & cargo inspection systems
Mobile search & inspection system	Mobile search & inspection system
Non-invasive radiological/chem/bio/explosives system	Non-invasive radiological/chem/bio/explosives system
Explosive protection: blast/shock/impact resistant	Explosive protection: blast/shock/impact resistant
Protective clothing	Protective clothing
Column and surface wraps; breakage/shatter resistant glass; window wraps	Column and surface wraps; breakage/shatter resistant glass; window wraps
Robotic disarm/disable systems	Robotic disarm/disable systems
General support	CBRNE Logistical support equipment
equipment trailer	equipment trailer
	Weather tight containers for equipment storage
	Software for equipment tracking and inventory
	Handheld computers for emergency response applications
	Small hand tools
	Binoculars, head lamps, range finders, and spotting scopes
	Small generators to operate light sets, water pumps for decontamination sets
	Light sets for nighttime operations
	Electrical current detectors
	Equipment harnesses, belts and vests
	Isolation containers fro suspected chem/bio samples
	Bull horns
	Water pumps for decontamination systems
	Badging system equipment and supplies
	Cascade system for refilling scba oxygen bottles
	SCBA fit test equipment and software to conduct flow testing
	Testing equipment for fully encapsulated suits
	Cooling heating ventilation fans
	Hazmat gear bag/box
	CBRNE Incident response vehicles
	Mobile command post vehicles
	Bomb response vehicles
	Prijme movers for equipment trailers
	2 wheel personal transport vehicles for transporting

	fully suited bomb technicians
	Multi-wheeled all terrain vehicles for transporting personnel and equipment to and from the hot-zone
Medical supplies	
Automatic biphasic external difibrillators	Automatic biphasic external difibrillators
Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level	Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level
IV administration sets	IV administration sets
IV Catheters (14,16,18,20,22 gauge)	IV Catheters (14,16,18,20,22 gauge)
IV Catheters (butterfly ,,,)	IV Catheters (butterfly ,,,)
Manual biphasic defibrillators	Manual biphasic defibrillators
Eye lense for lavage or continous medication	Eye lense for lavage or continous medication
Nasogastric tubes	Nasogastric tubes
Oxygen administration equipment and supplies	Oxygen administration equipment and supplies
Portable ventilators	Portable ventilators
Syringes	Syringes
26 ga 1/2" needles (for syringes)	26 ga 1/2" needles (for syringes)
21 ga. 1 1/2 " needles (for syringes)	21 ga. 1 1/2 " needles (for syringes)
	Triage tags and tarps
	Morgan shields
	Blood pressure cuffs
	Sterile and non-sterile dressings, all forms & sizes
	Gauze all sizes
2Pam Chloride	2Pam Chloride
Adenosine	Adenosine
Albuterol Sulfate .083%	Albuterol Sulfate .083%
Albuterol MDI	Albuterol MDI
Atropine	Atropine
Atropine Auto Injectors	Atropine Auto Injectors
Benadryl	Benadryl
CANA Auto Injectors	CANA Auto Injectors
Calcium Chloride`	Calcium Chloride`
Calcium Gluconate	Calcium Gluconate
Ciprofloxin	Ciprofloxin
Cyanide kits	Cyanide kits
Dextrose	Dextrose
Dopamine	Dopamine
Doxicillin	Doxicillin
Doxycycline	Doxycycline
Epinephrine	Epinephrine
Glucagon	Glucagon
Iodine	Iodine
Lasix	Lasix
Lidocaine	Lidocaine
Loperamide	Loperamide
Magnesium Sulfate	Magnesium Sulfate
Methylprednisolone	Methylprednisolone
Narcan	Narcan
Nubain	Nubain
Nitroglycerine`	Nitroglycerine
Normal Saline	Normal Saline
Silver Sulfadiazine	Silver Sulfadiazine
Sodium Bicarbonate	Sodium Bicarbonate
Sterile Water`	Sterile Water`
Tetracaine	Tetracaine
Valium	Valium
Verapamil	
	CBRNE Reference Materials

	NFPA Guide to hazardous materials
	NIOSH Hazardous Materials Pocket Guide
	North American Emergency Response Guide
	Jane's Chem – Bio Handbook
	First Responder Job Aids

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: C-4

Est. Start Time: 9:30 AM

Date Submitted: 11/14/03

Requested Date: December 4, 2003

Time Requested: N/A

Department: Business and Community Services **Division:** Emergency Management

Contact/s: Tom Simpson / Scott Salmon

Phone: 503-988-4233

Ext.: 84233

I/O Address: 503/600

Presenters: Consent Calendar

Agenda Title: Approval of a Government Expenditure Contract (190 Agreement) 4600004477 with the Port of Portland to Implement the State Domestic Preparedness Equipment Program Grant in the Amount of \$375,052

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

Authorize the Chair to sign agreement and disperse these funds in accordance with State Domestic Preparedness Equipment Program.

2. Please provide sufficient background information for the Board and the public to understand this issue.

This Agreement is a pass through of funds from the federal grant that originated with the Office of the Assistant Attorney General, Office of Justice Programs. It is designed to provide funds through the State Domestic Preparedness Equipment Program for the purchase of specialized equipment to enhance the capabilities of State and local units of government to respond to acts of terrorism involving chemical and biological agents, as well as radiological, nuclear, and explosive devices.

The Board of Commissioners was briefed on this grant program in July 2003. The grant requires the creation of a threat assessment and thus an identification of the gaps in a jurisdiction's ability to respond to an incident. While the County only is allowed to use the funds for equipment, the State of Oregon is using its share of the funds for training and planning.

The grant referenced is one of at least three equipment grants that will be made available to the County and its municipalities. In addition the Urban Area Security Initiative (UASI) is currently being coordinated by five regional counties (Multnomah, Clackamas, Washington and Columbia Counties in Oregon and Clark County Washington) and the City of Portland. UASI is connected to the grant by the use of the same assessment process. UASI allows a broader use of funds and the UASI Working Group is developing a plan to determine where the current gaps are in our regional preparedness.

3. Explain the fiscal impact (current year and ongoing).

This agreement is part of the \$4.1 million that is passed on to other local governments in Multnomah County.

The grant award prohibits any administrative or county indirect costs.

The grant funds are used to reimburse the County and other jurisdictions for the purchase of equipment only. It's anticipated some equipment purchases will have ongoing maintenance costs that are not covered by the grant (future maintenance costs are unknown at this time).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** Federal thru State (G/L 50190) to receive these grant funds.
- ❖ **What budgets are increased/decreased?** Budgets in the Health, Sheriff and Business and Community Services increase.
- ❖ **What do the changes accomplish?** Provide for the necessary budget appropriations to allow for the eligible equipment acquisitions to proceed per the terms of the grant award.
- ❖ **Do any personnel actions result from this budget modification?** No Explain.
- ❖ **Is the revenue one-time-only in nature?** Yes
- ❖ **If a grant, what period does the grant cover?** 8/1/03 to 12/31/04
- ❖ **When the grant expires, what are funding plans?** These are one time only equipment purchases. Some equipment purchases may involve ongoing maintenance responsibilities (those costs are unknown at this time).

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues.** No indirect or administrative charges are allowed for in the grant.

5. **Explain any citizen and/or other government participation that has or will take place.**

The grant was achieved through the cooperation of a coalition of Emergency First Responder Organizations in every municipality, district, and jurisdiction in Multnomah County. Multnomah County Office of Emergency Management took the lead in this coalition. Multnomah County was the only county in the State of Oregon that applied in a unified manner, and quite possibly the only county in the entire North West region of the U.S. to achieve this task as well.

Required Signatures:



Department/Agency Director:

Date: 11/14/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600004477

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached

Amendment #:

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services

Division: Land Use & Trans Program

Date:

Originator: Scott Salmon

Phone: 503-793-7158

Bldg/Rm: 425/2nd Fl

Contact: Cathey Kramer

Phone: x22589

Bldg/Rm: 455/AnnexT

Description of Contract: Approval and execution of an Intergovernmental Agreement between Multnomah County and Port of Portland for the administration of the State Domestic Preparedness Equipment Grant Program.

RENEWAL: ☐ PREVIOUS CONTRACT #(S):

RFP/BID:

RFP/BID DATE:

ORS/AR #:

EXEMPTION #:

EFFECTIVE DATE:

EXPIRATION DATE:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert#

or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor	Port of Portland		Remittance address	
Address	PO Box 3529		(If different)	
City/State	Portland, Oregon		Payment Schedule / Terms	
ZIP Code	97208		<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Phone	503-944-7000		<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Employer ID# or SS#			<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Contract Effective Date	Upon execution	Term 12/31/04	<input type="checkbox"/> Requirements Funding Info:	
Amendment Effect Date	New Term Date		Original Requirements Amount	\$
Original Contract Amount	\$		Total Amt of Previous Amendments	\$
Total Amt of Previous Amendments	\$		Requirements Amount Amendment	\$
Amount of Amendment	\$		Total Amount of Requirements	\$
Total Amount of Agreement	\$	\$375,052.00		

REQUIRED SIGNATURES:

Department Manager

Purchasing Manager

County Attorney

County Chair

Sheriff

Contract Administration

DATE 11/14/03

DATE

DATE 11/14/03

DATE 12.5.03

DATE

DATE

COMMENTS:

APPROVED - MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 12.04.03

DEBORAH L. BOGSTAD, BOARD CLERK

**MULTNOMAH COUNTY OREGON**

Page 1 of 1

IGA Contract**Vendor Address**

PORT OF PORTLAND
PO Box 3529
PORTLAND OR 97208

Information

Contract Number 4600004477
Date 09/03/2003
Vendor No. 11749
Contact/Phone BCS Transport'n /
X26798
Validity Period: 09/03/2003 - 12/31/2004
Minority Indicator: Not Identified

Estimated Target Value: 375,052.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>State Domestic Preparedness Eq Grant Prog</p> <p>Plant: F030 Business & Community Service Requirements Tracking Number: 999 <i>IGA with The Port of Portland - State Domestic Preparedness Equipment Grant Program - A cooperative effort between the First Responder Agencies of Portland, Gresham, The Port of Portland, Mult. Co., Fairview, Troutdale and Sauvies Island. The County will assume the role of administrator and manager for this grant program. Funds are to be used to procure equipment to better equip and prepare to respond to and recover from a Terroriest Attack.</i></p> <p>*** Text changed ***</p>	375,052.000	Dollars	\$ 1.0000

INTERGOVERNMENTAL AGREEMENT
Between
MULTNOMAH COUNTY
And
PORT OF PORTLAND

This Intergovernmental Agreement ("Agreement"), is entered into pursuant to ORS 190.010 by and among Multnomah County, (hereinafter "County"), and the Port of Portland, (hereinafter "Port").

Witnesseth

WHEREAS the County has been selected by the U.S. Department of Homeland Security, Office of Domestic Preparedness (ODP), as a grant recipient from the State Domestic Preparedness Equipment Grant Program; and

WHEREAS the County has been awarded \$5,271,063.00 under the State Domestic Preparedness Equipment Grant Program for Federal Years 2002 and 2003 (the "Grant"); and

WHEREAS there is a cooperative effort between the first responder agencies of Portland, Gresham, the Port of Portland, Multnomah County, Fairview, Troutdale, and Sauvies Island to respond to local emergencies; and

WHEREAS the County will serve as the emergency equipment purchaser under the Grant for Fairview, Troutdale, and Sauvies Island; and

WHEREAS the cities of Portland and Gresham and the Port of Portland will provide their own purchasing services for emergency equipment under the Grant; and

WHEREAS the Port will receive up to a total of \$375,052 from Grant for the purpose of purchasing eligible equipment; and

WHEREAS the funds are to be used to procure equipment to allow emergency first responder agencies to respond to and recover from an attack made using weapons of mass destruction; and

WHEREAS the County shall administer the State Domestic Preparedness Equipment Grant; now therefore

IT IS AGREED that the mutual promises and the terms and conditions are set forth hereafter:

Terms and Conditions

1. The County shall reimburse the Port from the Grant award for eligible purchases made by the Port up to a total of \$375,052. Funds provided to the Port under this Agreement may be used only for the purchase of equipment designated in the FY02 & FY03 State Domestic Preparedness Equipment Grant Application. A list of eligible equipment is included as Exhibit B to this Agreement.
2. The Grant requires the County to submit timely reports according to the dates established by the ODP. The Port assumes and shares this reporting obligation and hereby agrees to provide the County in a timely manner all documentation required under Paragraphs 3 and 4 of these Terms and Conditions.
3. The Port shall submit requests for reimbursement to the County, including supporting documentation for all grant expenditures and any matching funds requirements. Purchases of equipment over \$5,000 require a description of the equipment, the purchase price, date of purchase, and identifying numbers if any. All purchases made by the Port must be completed by December 31, 2004.
4. The Port shall submit progress reports no later than January 3, 2004; July 3, 2004; and January 3, 2005. The County may withhold reimbursement payments if progress reports are not submitted by the specified dates or are incomplete. Unless otherwise specified by the parties in writing, the County may suspend or terminate this Agreement if any progress report is outstanding more than one month past the due date.
5. The Port shall comply with all terms and conditions of the Grant that are imposed on the County. A copy of the Grant is attached as Exhibit A to this Agreement. The Port assumes full responsibility, obligation and liability for the use of any funds transferred to the Port under this Agreement.
6. Payments to the Port under this Agreement are contingent upon receipt by the County of sufficient Grant funds from the State Criminal Justice Services Division. Provided such funds have been received by the County, the County will reimburse the Port for eligible expenses incurred by the Port within 30 days of the date an invoice is received by the County, provided such invoice complies with the requirements of this Agreement.

Amendments

Proposed amendments to this Agreement shall be in writing and approved by the governing bodies of the County and the Port.

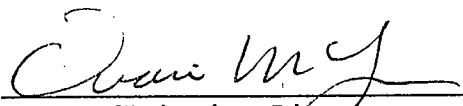
Severability, Interpretation, and Duration

1. Severability: The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.
2. Interpretation: The terms and conditions of this Agreement shall be liberally construed in accordance with the general purpose of this Agreement.
3. Duration: This Agreement will be in effect upon signature by the County and the Port. The duration of this Agreement is from date of execution until December 31, 2004.

Responsibility for Acts


The County and the Port shall each be solely responsible for its own activities under this Agreement. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to hold harmless, defend and indemnify the other, their officers, agents, and employees, against any claims, demands, actions or suits, (including attorney fees and costs), brought against them arising out of or relating to each other's individual responsibilities under this Agreement.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) of the County and the Port who are duly authorized to execute this Intergovernmental Agreement.


 County Chair Diane Linn
 Multnomah County
 12.5.03

Dated

Reviewed:

By 

 Port of Portland

 Dated

Reviewed:

By: _____

APPROVED : MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS

AGENDA # C-4 DATE 12.04.03

DEBORAH L. BOGSTAD, BOARD CLERK

INTRODUCTION

This application is a collaborative, multi-discipline effort by the local jurisdictions and agencies serving Multnomah County and surrounding areas. Unless otherwise noted, the term “applicants” as used herein refers to the collaborating agencies as a whole as listed on the Cover Sheet.

We developed our comprehensive CBRNE needs list as an integral element of our Threat Assessment update, and recognize the federal funds requested exceed the limit for the 2003 State Domestic Preparedness Equipment Grant. We have established procedures to allocate any lesser amount of funding awarded, and also plan to use this master equipment list for our 02 Equipment Grant application and additional CBRNE funding as it becomes available.

PART ONE: COORDINATION WITH STATEWIDE NEEDS ASSESSMENT

The current needs assessment for Multnomah County, prepared prior to 9/11, resulted in a Terrorism Risk Rating of 18 (Vulnerability-11 and Threat-7). That assessment is being updated to reflect the increased risk to our county and cities in the post 9/11, CBRNE environment.

Multnomah County, with a population of 660,486, is the hub for major transportation networks serving all of Oregon and anchors the industrial lifeline for the entire state. The Port of Portland is the eighth largest U.S. marine port in total tonnage, fourteenth largest container port, and the number one auto port on the West Coast. Portland International Airport serves 12 million passengers and more than a quarter million tons of air cargo annually. The City of Portland, with nearly a half million residents, is home to the state’s largest high-rise buildings, which collectively house

thousands of workers, many of whom commute to work daily over the fourteen bridges that span the Willamette and Columbia rivers. Northwest Portland is also home to several large petroleum tank farms that provide a pipeline to Eugene and points beyond. At Multnomah County's eastern boundary is Bonneville Dam and its massive hydroelectric complex that supplies critical energy to a multi-state region.

Multnomah County is home to thirteen of the area's eighteen hospitals. These include OHSU and Emanuel Legacy Hospital, the state's only Level 1 trauma and pediatric referral medical centers. The state's only burn center is located at Emanuel Hospital, while Mt. Hood Medical Center serves the needs of nearly 200,000 residents in east Multnomah County. Gresham, the state's fourth largest city, is home to several modern manufacturing plants that provide critical components to the nation's aerospace and technology sectors. Farther to the east, the Bull Run watershed delivers fresh water to 800,000 persons in the Portland metropolitan area. The facilities cited above are but a few of those identified as potential targets for a CBRNE event or natural disaster. Other potential terrorist CBRNE targets include the 9,200 hazardous material sites in Multnomah County identified by the State Fire Marshall. A CBRNE incident in our target-rich community could have potentially catastrophic results for the greater metropolitan area and the state. To meet this potential reality, we have adopted a coordinated, multi-agency strategy for response to a CBRNE incident based on:

- Mutual aid agreements
- Sharing of specialized equipment and personnel
- Communications interoperability
- Coordinated first response
- Joint training and exercises

We are actively planning and coordinating a regional response to any CBRNE incident. We have defined our respective roles and responsibilities using the Incident Command System to optimize the effectiveness of their response to crisis and consequence management. Our police and fire special teams share immediate response protocols, and Unified Command is taught and practiced.

In our plan, initial response to a CBRNE incident will be by first responders of the impacted jurisdiction. Additional first responders, specialized equipment and supplies will rapidly reinforce them as provided in mutual aid agreements between the parties. This concept of operations forms the basis for our grant request.

PART TWO: IDENTIFICATION OF EQUIPMENT NEEDS

Common equipment employed under a shared concept of operations enables joint training and creates a force multiplier effect on limited grant funds. The primary criterion for requesting an equipment item is that it improves the response capability of the region as a whole. Another key criterion is to ensure the requested item optimizes interoperability and improves effectiveness of combined operations. A detailed listing of each item and requesting agency is in the Appendix.

1. Personal Protective Equipment (PPE) - \$1,163,116

Without PPE responders would be contaminated or at-risk of CBRNE exposure and unable to perform life saving procedures, stabilize the incident scene or perform other assigned tasks. Consequently, our first priority is to protect our fire, police and medical personnel responding to a CBRNE incident. We must equip our special teams with Level A and B ensembles that enable them to safely operate in the Hot and Warm Zones to identify the specific threat, implement effective perimeter controls, and stabilize the immediate situation. Other first responder teams will be equipped with

Level B and Level C ensembles that allow them to conduct decontamination and other essential response and recovery operations. In our intense urban environment, we must be prepared to deal with a large number of victims by equipping and training multiple response teams comprised of fire, police and medical first responders to safely perform their assigned tasks in a CBRNE incident. Essential safety equipment includes SCBA Packs, 1-hour air bottles, Cool Vests, hard hats and Nomex coveralls that together provide interoperable responder protection across all disciplines.

2. Explosive Device Mitigation and Remediation - \$327,950

The terrorist CBRNE delivery method is very likely to be an explosive device. Our jointly staffed Metropolitan Explosive Disposal Unit (MEDU) is currently operating with outdated and poorly performing equipment, and is limited in their ability to efficiently handle the potential CBRNE threat. The improved EOD 8 bomb suit and the integrated x-ray technology and chemical/radiation detection capability of the Remotec Robot will close a significant gap in our ability to analyze and neutralize a CBRNE threat. The x-ray machine at Portland International Airport is 15 years old, and employs outdated technology. The new x-ray machine will provide state of the art screening of suspected explosive devices at the airport and during MEDU call-outs.

3. CBRN Search and Rescue Equipment - \$270,300

The metropolitan area does not have an urban search and rescue capability. Critical search and rescue equipment for our fire and HazMat units, such as thermal imaging cameras, a listening device, stabilizing struts, lift bags and hydraulic rescue tools, are urgently needed to rescue victims trapped in a structural collapse. This all-hazard, interoperable equipment provides life-saving capability following a man-made or natural disaster.

4. Interoperable Communications Equipment - \$1,367,616

Emergency communications is the most critical element in coordinating a multi-agency, multi-discipline response to a terrorist incident and was consistently identified as our weakest link during CBRNE exercises. The County's Citizens Crime Commission, Portland's Emergency Preparedness Council, and Regional Emergency Managers have all stressed the need for mobile, interoperable and adaptable communications equipment. We request funding for 800MHz portable radios, base and mobile systems to help ensure our responders have interoperability and can communicate effectively to coordinate response activities. We also request funding for a Computer Aided Dispatch (CAD) system for Portland International Airport, which currently lacks CAD emergency dispatch capability. In addition to ensuring prompt, coordinated response for an airport incident, the PDX CAD system will be developed into a backup dispatch capability for BOEC, our only public safety emergency dispatch center, which currently has no backup capability.

5. Detection Equipment - \$557,049

Our first responders to a CBRNE incident involving hazardous materials lack adequate detection equipment to quickly and accurately identify the specific threat and initiate immediate protective measures. The requested equipment (Infrared Mass Spectrometer; Chemical Detectors; Radiological Detectors; a Biological Point Detection Set; Dosimeters; Air Monitors; HazCat Kits and gas detectors) gives us the capability to quickly sample, detect, identify, quantify, and monitor CBRNE agents across a wide range of potential hazards.

6. Decontamination Equipment - \$124,375

The potential number of victims who would need decontamination and the multiple locations where decontamination operations will be needed far exceed our current capabilities. Our special teams can only handle a few victims at single locations, and our hospitals can only decontaminate 1 or 2 victims per hour. In order to limit the spread of contaminants and to effectively protect our citizens, our CBRNE plan identified a critical need for multiple, mobile decontamination units that can be deployed to multiple locations. The trained personnel supporting each decontamination unit require decontamination equipment that will clean, remove or mitigate chemical and biological contamination. We request funding for tents, air and water heaters, fans, lights, generators, cords, litters, carriers, sumps, hoses, showers and backboards.

7. Physical Security Enhancement Equipment - \$971,750

The threat of domestic terrorism has highlighted significant deficiencies in physical security of our critical infrastructure, including our 911 dispatch center, essential government buildings, airport, waterways and hospitals. Improving the security of these key facilities and other potential CBRNE targets requires an expansion of protective measures, including increased capability to monitor activities and detect potential threats. We request funding to upgrade Portland's Air Support Unit (ASU) with a Forward Looking Infrared (FLIR), microwave downlink, and "Moving Mapping" software (see Part 8). This unit provides the metropolitan region a unique capability to enhance security of critical targets during periods of heightened alert, and to provide incident command with real-time information from an aerial perspective during a CBRNE incident. There are no other similar units in this region.

We request funding to enhance physical security at the Multnomah County Courthouse, including motion detection, video, and x-ray systems. We also request funding to install break glass sensors for all first floor windows and erect an iron fence and barrier system around BOEC, the county's only emergency dispatch center.

Additionally, we request funding for hull-penetration, surface and side-scan radar units to enhance physical security on the Willamette and Columbia rivers. We also request a high-resolution sonar unit to safely and accurately check for underwater explosive devices at the base of our fourteen bridges.

8. Terrorism Incident Prevention Equipment - \$217,000

Effective joint command hinges on timely and accurate incident information, particularly during a CBRNE situation. Currently, we do not have the crisis/consequence management tools needed to accurately track in-the-field response operations. We request software systems to enhance our ability to disseminate advanced warning information to prevent or disrupt a terrorist incident. Our request includes the AVID Forensic Video Analysis System, Criminal Intel Upgrades, Airborne Mapping Software and Microwave Downlink (used in conjunction with FLIR described in Part 7).

The microwave downlink provides instant images of a CBRNE scene to multiple EOC's, allowing command personnel to monitor and make decisions based on real-time information. Airborne Mapping software provides a map image that "moves" to constantly depict the area below, and can zoom to a specific location when the address is known.

9. CBRNE Logistical Support Equipment - \$164,012

Proper storage and protection of CBRNE equipment is absolutely essential to ensure operability when needed. Diversity of potential targets and the unique challenge of response to a terrorist incident in an urban environment require flexibility and mobility—we must be able to rapidly move our special teams, CBRNE equipment and decontamination capability to meet incident-specific needs. Currently we have very limited mobile storage capacity. We request funding to store gear and move equipment. We will position equipment trailers and specialized vehicles in strategic locations to ensure CBRNE response equipment will be delivered on time where needed.

10. CBRNE Incident Response Vehicles - \$812,000

We do not have incident response vehicles to support the special needs of CBRNE operations. We have developed our CBRNE response plan to optimize available resources and thus limit funding requirements. This, in turn, makes mobility a must—we need to rapidly move essential capabilities to where they needed to minimize the impact of a CBRNE incident. We request funding for these special-purpose vehicles for the transport of CBRNE equipment and personnel to the incident site: a transport ATV, a HazMat Response Vehicle and a Decon Response Vehicle (HM3); one Mobile Command and Communication Vehicle (PDX); two prime movers for moving MMRS equipment trailers; and five SERT/RRT Response Vehicles.

The HazMat and SERT/RRT vehicles will ensure safe insertion and extraction of first responders to CBRNE event, while the prime movers are necessary to move equipment trailers to and between incident sites. The Port of Portland currently does not have a Mobile Command and Communications Vehicle, which will serve as an

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
emergency command post and communications center for CBRNE events and as
backup to the airport's Communications Center and Emergency Operations Center.

11. Medical Supplies and Pharmaceuticals - \$957,438

The recovery process following a CBRNE incident is a continuum from detection to treatment. It does little good to train and equip fire and police first responders if we are unable to treat victims at hospitals. Our hospitals are at or near capacity now and do not have the necessary supplies to treat victims of a CBRNE incident in our densely populated urban area. We recognize the need to have a surge plan to accommodate a mass casualty event. Our regional hospitals have collaborated in development of the Portland Metropolitan Medical Response (MMRS) plan. We now need the tools to implement that plan.

We request funding for medical supplies and pharmaceuticals required for effective response to a CBRNE incident. These supplies will be divided into six modular packages, with each module able to triage and stabilize 100 patients, 10 of who are critical. Included in this request are medical supplies necessary for care as well as a small, core cache of medical pharmaceuticals. Other components of these "medical modules" are separately listed in their appropriate equipment categories (HOS in Appendix). This request is consistent with our role and operation as part of the National Disaster Medical System (NDMS) as well as the MMRS plan.

12. CBRNE Reference Materials - \$13,620

We do not have sufficient reference material for the growing roles and responsibilities of our first responders, and to promote training and procedural interoperability. We request the following materials to assist first responders to prepare for and respond to a CBRNE incident: First Responder Job Aids, WMD Reference

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
Library, Peak HazMat Reference Set, Fire Protection Guide on HazMat, CCINFO,
SAXIS, MERCK, and GENIUM.

PART THREE: IDENTIFICATION OF CURRENT CAPABILITIES

A. Current Equipment and Supplies for CBRNE Incident

Since 1996, Multnomah County emergency service providers have obtained federal grant funding to improve their response to terrorism. Over \$1.5 million has been spent on MMRS planning, HazMat equipment and training and exercises for regional responders. Our first objective has been to bring our specialized teams to a base level of response protection and capabilities. This request will expand that base and give an increasing number of essential response personnel the necessary protective gear and equipment that we have been unable to provide due to funding constraints.

We have developed several specialized, regional teams to deal with CBRNE events. PFB's HazMat team (HM6) and GFES' (HM3) are regional teams that serve areas beyond city and county limits. Portland's MEDU, the region's only bomb squad, is comprised of personnel from Portland, Gresham, Portland Airport (PDX), Clackamas County and Clark County (WA). In addition to serving those jurisdictions, MEDU covers calls for service in Columbia, Yamhill, Skamania (WA), and Cowlitz (WA) counties. MEDU bomb technicians train weekly, are qualified to work with HazMat teams in a Level A environment, and are trained and equipped to detect radiation, chemical warfare agents and other hazards.

The City of Portland (PPB SERT) and East County law enforcement agencies (GPD, MCSO) operate Special Weapons and Tactics (SWAT) teams. In a CBRNE incident, PPB SERT will work in the Warm Zone in Level B and would be tasked with arrest of suspects, reconnaissance for secondary devices, and security for HazMat

personnel. PPB also operates a Rapid Response Team (RRT) that has extensive experience in crowd control. During a CBRNE incident, the RRT would control ingress and egress between Cold and Warm Zones.

The Willamette and Columbia rivers are patrolled by PFR, MCSO's River Patrol, and Port of Portland vessels. PPB operates a single fixed-wing aircraft that serves the entire region. The Port of Portland operates its own police and fire departments for quick response to emergencies at its facilities.

Multnomah County Public Health Department serves as the focal point for Emergency Medical Services for the county and assists in the coordination of all WMD hospital support in the four-county metropolitan region. Multnomah County EMS administers the contract for 911 ambulance service in Multnomah County, operates the Portland's Regional Hospital and Trauma System, and was a catalyst in development of the MMRS. All EMS responders in Multnomah County are currently equipped to enhanced Level C HAZMAT capability and trained in medical treatment protocols for chemical and radiological incidents. In contrast, most hospitals are only able to decontaminate one to two patients per hour. A limited quantity of antidote and PPE is available in each of the hospitals, with 2PAM and cyanide antidote kits in short supply. OHSU's Poison Control Center provides the state and the region with medical expertise in the management of patients exposed to chemical or toxic agents.

Portland's water supply is protected and maintained by the emergency response and security teams of the Bureau of Water Works. Key facilities do not have a security card-key system to protect water distribution. Personnel have protective suits, a response van and the training to effectively operate during a CBRNE incident, but do not have a decontamination tent system.

B. Current Training Received to Respond to CBRNE Event.

Since 9/11, we have, and continue to, train our first responders in WMD Awareness and Operations courses. Specialized teams receive advanced technical training from local and nationally sponsored courses.

C. CBRNE Exercises

We have planned and participated in several CBRNE exercises. For example, in November 2001 PPB tested a multi-jurisdictional plan in response to information that terrorists planned to blow up bridges on the West Coast. In August 2002, Gresham conducted a multi-agency functional exercise involving a “dirty bomb” in east Multnomah County. The exercise involved several grant applicants as well as volunteer organizations. Portland Office of Emergency Management (POEM) collaborated with local, state and federal agencies to develop Operation Red Rose, tabletop and full-scale exercises in early 2002. These exercises included multiple disciplines, 17 locations, and more than 2000 participants.

D. Incident or Unified Command System availability.

All applicants have adopted by ordinance, resolution or rule a unified command structure based on the Incident Command System.

PART FOUR: GOALS, OBJECTIVES AND PERFORMANCE MEASURES

Goal 1: Save lives and property in the event of a CBRNE incident by equipping first responder agencies with essential equipment

Objectives:

- CBRNE Interoperability Committee confirms prior agreements between applicants (see Part Five)
- Implement Procurement Plan

Performance Measures:

- 100 percent of funded equipment delivered to agencies by Sept 30, 2004
- 100 percent of receipts received by grant administrator by Sept. 30, 2004

Goal 2: Save lives and property in the event of a CBRNE incident by training on equipment in coordinated, multi-jurisdictional method

Objective:

- Interoperability Committee coordinates joint training
- Implement Training Plan

Performance Measures:

- 100 percent of designated training completed by Sept. 30, 2004

PART FIVE: IMPLEMENTATION AND EVALUATION PLAN

Prior to the award date of the 2003 CBRNE grant, Multnomah County Office of Emergency Management will establish two CBRNE Grant Committees.

The CBRNE Interoperability Committee will be comprised of representatives with expertise in CBRNE operations from each of the participating agencies. The Committee will have primary responsibility for ensuring awarded grant funds are used to optimize the applicants' capability to effectively respond to and recover from a terrorist incident involving CBRNE. This committee will determine final resource allocation of the grant award, promote interoperability in equipment and procedures, and coordinate training among participants.

The CBRNE Grant Administration Committee will be comprised of representatives with expertise in federal grant administration and financial/accountability requirements from each participating agency. This committee will develop procedures to ensure compliance with local, state and federal grant requirements by all participants, to

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
include procurement, accountability, documentation, and reporting. This committee
supports the Interoperability Committee in fulfilling the requirements of the grant.

Timelines and Evaluation

<u>Date</u>	<u>Event and Evaluation</u>
July 2003	Grant Awarded; Convene CBRNE Committee(s);
September 2003	Implement Procurement Plan
October 2003	Interoperability Committee coordinates joint training
November 2003	Implement Training Plan
December 2003	First Reporting Period Ends
January 2004	First Report Due
June 2004	Second Reporting Period Ends
July 2004	Second Report Due
Sept. 30, 2004	Grant period ends; final report due

PART SIX: IDENTIFICATION OF AVAILABLE FUNDS AND EQUIPMENT

Portland has \$312,000 dedicated to purchase CBRNE equipment and supplies not included in this request. Health and Human Services has been allocated federal funding to the State of Oregon, but no funds have been made available to local medical providers at this time. This request represents a comprehensive, collaborated CBRNE needs list which will be updated and used to apply for the 2002 Equipment Grant and equipment grants in 2002 and future funding opportunities.

This application encompasses a network of mutual aid agreements between the applicants and adjoining jurisdictions. Much of this mutual-aid equipment was described and discussed in Part Three of this application. Available CBRNE equipment is for

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
specialized teams, not for other first responders needed in response to a CBRNE
incident.

PART SEVEN: BUDGET¹

- 1. Personal Protective Equipment (PPE) - \$1,163,116**
- 2. Explosive Device Mitigation and Remediation - \$327,950**
- 3. CBRN Search and Rescue Equipment - \$270,300**
- 4. Interoperable Communications Equipment - \$1,367,616**
- 5. Detection Equipment - \$557,049**
- 6. Decontamination Equipment - \$124,375**
- 7. Physical Security Enhancement Equipment - \$971,750**
- 8. Terrorism Incident Prevention Equipment - \$217,000**
- 9. CBRNE Logistical Support Equipment - \$164,012**
- 10. CBRNE Incident Response Vehicles - \$812,000**
- 11. Medical Supplies and Pharmaceuticals - \$957,438**
- 12. CBRNE Reference Materials - \$13,620**
- TOTAL FEDERAL FUNDS REQUESTED: \$6,946,226**

¹ Due to the large number of applicants in this coordinated application, we have furnished for the reviewers' benefit a detailed Appendix showing item category, unit cost, quantity, training requirement, and specific agency to receive the equipment. Per telephone approval by Carmen Merlo, Director, CJSJSD.

Exhibit B

02-03 Authorized Equipment List

2002	2003
Level A	
Fully encapsulated Liquid & Vapor Protection Ensemble, re-useable and disposable	Fully encapsulated Liquid & Vapor Protection Ensemble, re-useable and disposable
Fully Encapsulated Training Suits	Fully Encapsulated Training Suits
Testing Equipment for fully encapsulated suits	
Closed Circuit Rebreather or Air-line System w 15min escape SCBA	Closed Circuit Rebreather or Air-line System w 15min escape SCBA
Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits	Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
Chemical Resistant Gloves, including thermal, as appropriate to hazard	Chemical Resistant Gloves, including thermal, as appropriate to hazard
Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.	Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.
Hardhat	Hardhat/helmet
Chemical/biological protective undergarment (fire resistant optional)	Chemical/biological protective undergarment
Inner gloves	Inner gloves
Approved Chemical Resistant Tape	Approved Chemical Resistant Tape
Chemical Resistant Boots, Steel or Fiberglass Toe & Shank	Chemical Resistant Boots, Steel or Fiberglass Toe & Shank
Chemical Resistant Outer Booties	Chemical Resistant Outer Booties
HazMat Gear bag/box	
Level B	
Liquid splash resistant chemical clothing encapsulated or non-encapsulated	Liquid splash resistant chemical clothing encapsulated or non-encapsulated
Liquid Splash Resistant Hood	Liquid Splash Resistant Hood
Closed Circuit re-breather minimum 2-hr supply, open circuit SCBA, or when appropriate, Air line system with 15 min. minimum escape SCBA	Closed Circuit re-breather minimum 2-hr supply, open circuit SCBA, or when appropriate, Air line system with 15 min. minimum escape SCBA
Spare Cylinders/Bottles for re-breathers or SCBA and service/repair kits	Spare Cylinders/Bottles for re-breathers or SCBA and service/repair kits
Chemical Resistant Gloves, including thermal, as appropriate to hazard	Chemical Resistant Gloves, including thermal, as appropriate to hazard
Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.	Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.
Hardhat	Hardhat/helmet
Chemical/biological protective undergarment (fire resistant optional)	Chemical/biological protective undergarment
Inner gloves	Inner gloves
Approved Chemical Resistant Tape	Approved Chemical Resistant Tape
Chemical Resistant Boots, Steel or Fiberglass Toe & Shank	Chemical Resistant Boots, Steel or Fiberglass Toe & Shank
Chemical Resistant Outer Booties	Chemical Resistant Outer Booties
HazMat Gear bag/box	
Level C	
Liquid Chemical splash resistant clothing (permeable or non-permeable)	Liquid Chemical splash resistant clothing (permeable or non-permeable)
Liquid Chemical Splash resistant hood (permeable or non-permeable)	Liquid Chemical Splash resistant hood (permeable or non-permeable)
Tight-fitting, full facepiece, negative pressure air purifying respirator with appropriate cartridge or canister and P100 filters for protection against toxic industrial chemicals, particulates, and military specific agents	Tight-fitting, full facepiece, negative pressure air purifying respirator with appropriate cartridge or canister and P100 filters for protection against toxic industrial chemicals, particulates, and military specific agents

	Tight –fitting, full face piece, powered air purifying respirator (PAPR) with chemical resistant hood with appropriate cartridge or canister and high efficiency filter for protection against toxic industrial chemical, particulate, and military specific agents
Equipment or system batteries will include those that are rechargeable (e.g. NiCad or non-rechargeable with extended shelf life (e.g.lithium)	Equipment or system batteries will include those that are rechargeable (e.g. NiCad or non-rechargeable with extended shelf life (e.g.lithium)
Chemical resistant gloves including thermal as appropriate to hazard	Chemical resistant gloves including thermal as appropriate to hazard
Personal cooling system, vest or full suit with support equipment	Personal cooling system, vest or full suit with support equipment
Level D	
Escape mask for self rescue	Escape mask for self rescue
Explosive Device Mitigation & Remediation	
Bomb search protective ensemble for chemical/biological response	Bomb search protective ensemble for chemical/biological response
Chemical/biological undergarment for bomb search protective ensemble	Chemical/biological undergarment for bomb search protective ensemble
Cooling garments to manage heat stress	Cooling garments to manage heat stress
Ballistic threat body armor (not for riot suppression)	Ballistic threat body armor (not for riot suppression)
Ballistic threat helmet (not for riot suppression)	Ballistic threat helmet (not for riot suppression)
Blast and ballistic threat eye protection (not for riot suppression)	Blast and ballistic threat eye protection (not for riot suppression)
Blast and overpressure threat ear protection (not for riot suppression)	Blast and overpressure threat ear protection (not for riot suppression)
Fire resistant gloves	Fire resistant gloves
Dearmor/disrupter	Dearmor/disrupter
Real time x-ray unit	Real time x-ray unit
Portable x-ray unit	Portable x-ray unit
WMD compatible total containment vessel	WMD compatible total containment vessel
WMD upgrades for existing TCV	WMD upgrades for existing TCV
Robot	Robot
Robot upgrades	Robot upgrades
Fiber Optic Kit	Fiber Optic Kit
Tents, standard or air inflatable for chem/bio protection	Tents, standard or air inflatable for chem/bio protection
	Inspection mirrors
	Ion track Explosive Detector
WMD Technical Rescue Equipment	CBRNE Search & Rescue Equipment
Listening devices	Listening devices, hearing protection
Search cameras	Search cameras
Lifting devices	Lifting devices
Breaking devices	Breaking devices
	Hydraulic tools; hydraulic power unit
	Blocking & bracing materials
Interoperable Communications Equipment	
Land mobile, 2way in suit communications (secure, hands free, fully duplex, optional)	Land mobile, 2way in suit communications (secure, hands free, fully duplex, optional)
	Antenna systems
Personnel Alert safety system	Personnel Alert safety system
Personnel Accountability systems	Personnel Accountability systems
Individual portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems	Individual portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with	Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with

integrated software packages designed specifically for chemical and or biological agent detection and communication purposes)	integrated software packages designed specifically for chemical and or biological agent detection and communication purposes)
Portable meteorological station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)	Portable meteorological station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
	Computer aided dispatch system
Commercially available crisis management software	Commercially available crisis management software
	Mobile display terminals
Detection Equipment	
M-8 Detection paper for chemical agent identification	M-8 Detection paper for chemical agent identification
M-9 detection paper (roll) for chemical agent (military grade) detection	M-9 detection paper (roll) for chemical agent (military grade) detection
M-256 detection kit for chemical agent (weapons grade-blister: CX/HD/L; blood; AC/CK; and nerve; GB/VX detection	M-256 detection kit for chemical agent (weapons grade-blister: CX/HD/L; blood; AC/CK; and nerve; GB/VX detection
M-256 training kit	M-256 training kit
M-18 series chemical agent detector kit for surface/vapor chemical agent analysis	M-18 series chemical agent detector kit for surface/vapor chemical agent analysis
Hazard categorizing (hazcat kits)	Hazard categorizing (hazcat kits)
Photo-ionization detector (PID)	Photo-ionization detector (PID)
Flame Ionization detector(FID)	Flame Ionization detector(FID)
Surface acoustic wave detector	Surface acoustic wave detector
Gas chromatograph/mass spectrometer (GC/MS)	Gas chromatograph/mass spectrometer (GC/MS)
Ion Mobility spectrometry	Ion Mobility spectrometry
Stand-off chemical detector	Stand-off chemical detector
M-272 chemical agent water test kit	M-272 chemical agent water test kit
Colormetric tube/chip kit specific for TICs and WMD applications	Colormetric tube/chip kit specific for TICs and WMD applications
Multi-gas meter with minimum of O2 and LEL	Multi-gas meter with minimum of O2 and LEL
Leak Detectors (soap solution, ammonium hydroxide, etc)	Leak Detectors (soap solution, ammonium hydroxide, etc)
PH paper/pH meter	PH paper/pH meter
Waste water classifier kit	Waste water classifier kit
Oxidizing paper	Oxidizing paper
Point detection systems kits - biological	Point detection systems kits - biological
Radiation detection equipment	Radiation detection equipment
Personal dosimeter	Personal dosimeter
Scintillation fluid pre-packed	Scintillation fluid pre-packed
	Radiation monitors
	Canines (initial acquisition, initial operational capability only)
Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation	Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation
Decon litters/roller systems	Decon litters/roller systems
Extraction litters, rollable	Extraction litters, rollable
Runoff Containment bladders, decontamination shower waste collection with intrinsically-safe evacuation pumps	Runoff Containment bladders, decontamination shower waste collection with intrinsically-safe evacuation pumps
Spill containment devices	Spill containment devices
Overpack drums	Overpack drums
Non-transparent cadaver bags	Non-transparent cadaver bags
	Hand carts
	Waste water classification kits/strips
HEPA vacuum for dry decontamination	HEPA vacuum for dry decontamination
Physical Security Enhancement Equipment	
Surveillance; Motion detector systems, acoustic, infrared, seismic, magnetometers	Motion detector systems, acoustic, infrared, seismic, magnetometers
Barriers, fences, jersey walls	Barriers, fences, jersey walls

Impact resistant doors and gates	Waterfront - Impact resistant doors and gates
Portal systems	Waterfront - Portal systems
Alarm systems	Alarm systems
Video assessment/ cameras, standard, low light, IR, automated detection	Waterfront -video assessment/ cameras, standard, low light, IR, automated detection
Personnel identification, visual, electronic, acoustic, laser, scanners, cyphers/codes	Personnel identification, visual, electronic, acoustic, laser, scanners, cyphers/codes
X-ray units	X-ray units
Magnetometers	Magnetometers
Vehicle identification, visual, electronic, standard, lowlight, IR, automated detection	Vehicle identification, visual, electronic, standard, lowlight, IR, automated detection
Diver/Swimmer detection systems; sonar	Waterfront - Diver/Swimmer detection systems; sonar
Hull scanning equipment	Waterfront - Hull scanning equipment
	Waterfront - Radar systems
Sensors - Chemical: active/passive; mobile/fixed; handheld	Sensors - Chemical: active/passive; mobile/fixed; handheld
Biological; Active/passive; mobile/fixed; handheld	Biological; Active/passive; mobile/fixed; handheld
Radiological	Radiological
Nuclear	Nuclear
Ground/wall penetrating radar	Ground/wall penetrating radar
Inspection/detection: vehicle & cargo inspection systems	Inspection/detection: vehicle & cargo inspection systems
Mobile search & inspection system	Mobile search & inspection system
Non-invasive radiological/chem/bio/explosives system	Non-invasive radiological/chem/bio/explosives system
Explosive protection: blast/shock/impact resistant	Explosive protection: blast/shock/impact resistant
Protective clothing	Protective clothing
Column and surface wraps; breakage/shatter resistant glass; window wraps	Column and surface wraps; breakage/shatter resistant glass; window wraps
Robotic disarm/disable systems	Robotic disarm/disable systems
General support equipment trailer	CBRNE Logistical support equipment
	equipment trailer
	Weather tight containers for equipment storage
	Software for equipment tracking and inventory
	Handheld computers for emergency response applications
	Small hand tools
	Binoculars, head lamps, range finders, and spotting scopes
	Small generators to operate light sets, water pumps for decontamination sets
	Light sets for nighttime operations
	Electrical current detectors
	Equipment harnesses, belts and vests
	Isolation containers fro suspected chem/bio samples
	Bull horns
	Water pumps for decontamination systems
	Badging system equipment and supplies
	Cascade system for refilling scba oxygen bottles
	SCBA fit test equipment and software to conduct flow testing
	Testing equipment for fully encapsulated suits
	Cooling heating ventilation fans
	Hazmat gear bag/box
	CBRNE Incident response vehicles
	Mobile command post vehicles
	Bomb response vehicles
	Priime movers for equipment trailers
	2 wheel personal transport vehicles for transporting

	fully suited bomb technicians
	Multi-wheeled all terrain vehicles for transporting personnel and equipment to and from the hot-zone
Medical supplies	
Automatic biphasic external difibrillators	Automatic biphasic external difibrillators
Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level	Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level
IV administration sets	IV administration sets
IV Catheters (14,16,18,20,22 gauge)	IV Catheters (14,16,18,20,22 gauge)
IV Catheters (butterfly ,,,)	IV Catheters (butterfly ,,,)
Manual biphasic defibrillators	Manual biphasic defibrillators
Eye lense for lavage or continous medication	Eye lense for lavage or continous medication
Nasogastric tubes	Nasogastric tubes
Oxygen administration equipment and supplies	Oxygen administration equipment and supplies
Portable ventilators	Portable ventilators
Syringes	Syringes
26 ga ½" needles (for syringes)	26 ga ½" needles (for syringes)
21 ga. 1 ½ " needles (for syringes)	21 ga. 1 ½ " needles (for syringes)
	Triage tags and tarps
	Morgan shields
	Blood pressure cuffs
	Sterile and non-sterile dressings, all forms & sizes
	Gauze all sizes
2Pam Chloride	2Pam Chloride
Adenosine	Adenosine
Albuterol Sulfate .083%	Albuterol Sulfate .083%
Albuterol MDI	Albuterol MDI
Atropine	Atropine
Atropine Auto Injectors	Atropine Auto Injectors
Benadryl	Benadryl
CANA Auto Injectors	CANA Auto Injectors
Calcium Chloride	Calcium Chloride
Calcium Gluconate	Calcium Gluconate
Ciprofloxin	Ciprofloxin
Cyanide kits	Cyanide kits
Dextrose	Dextrose
Dopamine	Dopamine
Doxicillin	Doxicillin
Doxycycline	Doxycycline
Epinephrine	Epinephrine
Glucagon	Glucagon
Iodine	Iodine
Lasix	Lasix
Lidocaine	Lidocaine
Loperamide	Loperamide
Magnesium Sulfate	Magnesium Sulfate
Methylprednisolone	Methylprednisolone
Narcan	Narcan
Nubain	Nubain
Nitroglycerine	Nitroglycerine
Normal Saline	Normal Saline
Silver Sulfadiazine	Silver Sulfadiazine
Sodium Bicarbonate	Sodium Bicarbonate
Sterile Water	Sterile Water
Tetracaine	Tetracaine
Valium	Valium
Verapamil	
	CBRNE Reference Materials

	NFPA Guide to hazardous materials
	NIOSH Hazardous Materials Pocket Guide
	North American Emergency Response Guide
	Jane's Chem – Bio Handbook
	First Responder Job Aids

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: C-5

Est. Start Time: 9:30 AM

Date Submitted: 11/14/03

Requested Date: December 4, 2003

Time Requested: N/A

Department: Business and Community Services **Division:** Emergency Management

Contact/s: Tom Simpson / Scott Salmon

Phone: 503-988-4233

Ext.: 84233

I/O Address: 503/600

Presenters: Consent Calendar

Agenda Title: Approval of a Government Expenditure Contract (190 Agreement) 4600004478 with the City of Gresham to Implement the State Domestic Preparedness Equipment Program Grant in the Amount of \$737,425.

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

Authorize the Chair to sign agreement and disperse these funds in accordance with State Domestic Preparedness Equipment Program.

2. Please provide sufficient background information for the Board and the public to understand this issue.

This Agreement is a pass through of funds from the federal grant that originated with the Office of the Assistant Attorney General, Office of Justice Programs. It is designed to provide funds through the State Domestic Preparedness Equipment Program for the purchase of specialized equipment to enhance the capabilities of State and local units of government to respond to acts of terrorism involving chemical and biological agents, as well as radiological, nuclear, and explosive devices.

The Board of Commissioners was briefed on this grant program in July 2003. The grant requires the creation of a threat assessment and thus an identification of the gaps in a jurisdiction's ability to respond to an incident. While the County only is allowed to use the funds for equipment, the State of Oregon is using its share of the funds for training and planning.

The grant referenced is one of at least three equipment grants that will be made available to the County and its municipalities. In addition the Urban Area Security Initiative (UASI) is currently being coordinated by five regional counties (Multnomah, Clackamas, Washington and Columbia Counties in Oregon and Clark County Washington) and the City of Portland. UASI is connected to the grant by the use of the same assessment process. UASI allows a broader use of funds and the UASI Working Group is developing a plan to determine where the current gaps are in our regional preparedness.

3. Explain the fiscal impact (current year and ongoing).

This agreement is part of the \$4.1 million that is passed on to other local governments in Multnomah County.

The grant award prohibits any administrative or county indirect costs.

The grant funds are used to reimburse the County and other jurisdictions for the purchase of equipment only. It's anticipated some equipment purchases will have ongoing maintenance costs that are not covered by the grant (future maintenance costs are unknown at this time).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** Federal thru State (G/L 50190) to receive these grant funds.
- ❖ **What budgets are increased/decreased?** Budgets in the Health, Sheriff and Business and Community Services increase.
- ❖ **What do the changes accomplish?** Provide for the necessary budget appropriations to allow for the eligible equipment acquisitions to proceed per the terms of the grant award.
- ❖ **Do any personnel actions result from this budget modification?** No Explain.
- ❖ **Is the revenue one-time-only in nature?** Yes
- ❖ **If a grant, what period does the grant cover?** 8/1/03 to 12/31/04
- ❖ **When the grant expires, what are funding plans?** These are one time only equipment purchases. Some equipment purchases may involve ongoing maintenance responsibilities (those costs are unknown at this time).

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

No indirect or administrative charges are allowed for in the grant.

5. Explain any citizen and/or other government participation that has or will take place.

The grant was achieved through the cooperation of a coalition of Emergency First Responder Organizations in every municipality, district, and jurisdiction in Multnomah County. Multnomah County Office of Emergency Management took the lead in this coalition. Multnomah County was the only county in the State of Oregon that applied in a unified manner, and quite possibly the only county in the entire North West region of the U.S. to achieve this task as well.

Required Signatures:



Department/Agency Director:

Date: 11/14/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 4600004478
Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <div style="text-align: center;">CLASS III B</div> <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: _____
 Originator: Scott Salmon Phone: 503-793-7158 Bldg/Rm: 425/2nd Fl
 Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/AnnexT
 Description of Contract: Approval and execution of an Intergovernmental Agreement between Multnomah County and City of Gresham of Portland for the administration of the State Domestic Preparedness Equipment Grant Program.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____ ORS/AR #: _____
 EXEMPTION #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☐ N/A (Check all boxes that apply)

Contractor <u>City of Gresham</u> Address <u>1333 NW Eastman Parkway</u> City/State <u>Gresham, Oregon</u> ZIP Code <u>97030</u> Phone <u>503-618-3000</u> Employer ID# or SS# _____ Contract Effective Date <u>Upon execution</u> Term <u>12/31/04</u> Amendment Effect Date _____ New Term Date _____	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info: Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment \$ _____ Total Amount of Requirements \$ _____
Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>\$737,425.00</u>	

REQUIRED SIGNATURES:

Department Manager <u><i>Scott Salmon</i></u>	DATE <u>11/14/03</u>
Purchasing Manager _____	DATE _____
County Attorney <u><i>Christopher Coyle</i></u>	DATE <u>11/14/03</u>
County Chair <u><i>Cecilia May</i></u>	DATE <u>12-5-03</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS:

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 12.04.03
DEBORAH L. BOGSTAD, BOARD CLERK

**MULTNOMAH COUNTY OREGON**

Page 1 of 1

IGA Contract**Vendor Address**

GRESHAM CITY OF
1333 NW EASTMAN PKWY
GRESHAM OR 97030-3813

Information

Contract Number 4600004478
Date 09/03/2003
Vendor No. 11913
Contact/Phone BCS Transport'n /
X26798
Validity Period: 09/03/2003 - 12/31/2004
Minority Indicator: Not Identified

Estimated Target Value: 737,425.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>State Domestic Preparedness Eq Grant Prog</p> <p>Plant: F030 Business & Community Service Requirements Tracking Number: 999 <i>IGA with the City of Gresham - State Domestic Preparedness Equipment Grant Program - A cooperative effort between the First Responder Agencies of Portland, Gresham, The Port of Portland, Mult. Co., Fairview, Troutdale and Sauvie Island. The County will assume the role of administrator and manager for this grant program. Funds are to be used to procure equipment to better equip and prepare to respond to and recover from a Terrorist Attack.</i></p> <p>*** Text changed ***</p>	737,425.000	Dollars	\$ 1.0000

INTERGOVERNMENTAL AGREEMENT

Between
MULTNOMAH COUNTY
And
CITY OF GRESHAM

This Intergovernmental Agreement ("Agreement") is entered into pursuant to ORS 190.010 by and among Multnomah County ("County") and the City of Gresham, ("Gresham").

Witnesseth

WHEREAS the County has been selected by the U.S. Department of Homeland Security, Office of Domestic Preparedness ('ODP'), as a grant recipient from the State Domestic Preparedness Equipment Grant Program; and

WHEREAS the County has been awarded \$5,271,063.00 under the FY2002 & FY2003 State Domestic Preparedness Equipment Grant Program for Federal Years ('FY') 2002 and 2003 (the "Grant"); and

WHEREAS there is a cooperative effort between the first responder agencies of Portland, Gresham, The Port, Multnomah County, Fairview, Troutdale, and Sauvie Island to respond to local emergencies; and

WHEREAS the County will serve as the emergency equipment purchaser under the Grant for Fairview, Troutdale, and Sauvie Island; and

WHEREAS the cities of Portland and Gresham and the Port of Portland will provide their own purchasing services for emergency equipment under the Grant; and

WHEREAS Gresham will receive up to a total of \$764,192 from Grant for the purpose of purchasing eligible equipment; and

WHEREAS the funds are to be used to procure equipment to allow emergency first responder agencies to respond to and recover from an attack made using weapons of mass destruction; and

WHEREAS the County shall administer the State Domestic Preparedness Equipment Grant; now therefore

IT IS AGREED that the mutual promises and the terms and conditions are set forth hereafter:

Terms and Conditions

1. The County shall reimburse Gresham from the Grant award for eligible purchases made by Gresham up to a total of \$764,192. Funds provided to Gresham under this Agreement may be used only for the purchase of equipment designated in the FY02 & FY03 State Domestic Preparedness Equipment Grant Application. A list of eligible equipment is included as Exhibit B to this Agreement.
2. The Grant requires the County to submit timely reports according to the dates established by the ODP. Gresham assumes and shares this reporting obligation and hereby agrees to provide the County in a timely manner all documentation required under Paragraphs 3 and 4 of these Terms and Conditions.
3. Gresham shall submit requests for reimbursement to the County, including supporting documentation, for all grant expenditures and any matching funds requirements. Purchases of equipment over \$5,000 require a description of the equipment, the purchase price, date of purchase, and identifying numbers if any. All purchases made by Gresham must be completed by December 31, 2004.
4. Gresham shall submit progress reports no later than January 3, 2004; July 3, 2004; and January 3, 2005. The County may withhold reimbursement payments if progress reports are not submitted by the specified dates or are incomplete. Unless otherwise specified by the parties in writing, the County may suspend or terminate this Agreement if any progress report is outstanding more than one month past the due date.
5. Gresham shall comply with all terms and conditions of the Grant that are imposed on the County. A copy of the Grant is attached as Exhibit A to this Agreement. Gresham assumes full responsibility, obligation and liability for the use of any funds transferred to the city under this Agreement.
6. Payments to Gresham under this Agreement are contingent upon receipt by the County of sufficient Grant funds from the State Criminal Justice Services Division. Provided such funds have been received by the County, the County will reimburse Gresham for eligible expenses incurred by Gresham within 30 days of the date an invoice is received by the County, provided such invoice complies with the requirements of this Agreement.

Amendments

Proposed amendments to this Agreement shall be in writing and approved by the governing bodies of the County and Gresham.

Severability, Interpretation, and Duration


1. **Severability**: The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

2. **Interpretation**: The terms and conditions of this Agreement shall be liberally construed in accordance with the general purpose of this Agreement.

3. **Duration**: This Agreement will be in effect upon signature by the County and Gresham. The duration of this Agreement is from date of execution until December 31, 2004.


Responsibility for Acts

The County and Gresham shall each be solely responsible for its own activities under this Agreement. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to hold harmless, defend and indemnify the other, their officers, agents, and employees, against any claims, demands, actions or suits, (including attorney fees and costs), brought against them arising out of or relating to each other's individual responsibilities under this Agreement.


County Chair Diane Linn
Multnomah County

12.5.03

Reviewed:


Assistant County Attorney

Dated 11/24/03

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 12-04-03
DEBORAH L. BOGSTAD, BOARD CLERK

4

PROGRAM NARRATIVE**INTRODUCTION**

This application is a collaborative, multi-discipline effort by the local jurisdictions and agencies serving Multnomah County and surrounding areas. Unless otherwise noted, the term “applicants” as used herein refers to the collaborating agencies as a whole as listed on the Cover Sheet.

We developed our comprehensive CBRNE needs list as an integral element of our Threat Assessment update, and recognize the federal funds requested exceed the limit for the 2003 State Domestic Preparedness Equipment Grant. We have established procedures to allocate any lesser amount of funding awarded, and also plan to use this master equipment list for our 02 Equipment Grant application and additional CBRNE funding as it becomes available.

PART ONE: COORDINATION WITH STATEWIDE NEEDS ASSESSMENT

The current needs assessment for Multnomah County, prepared prior to 9/11, resulted in a Terrorism Risk Rating of 18 (Vulnerability-11 and Threat-7). That assessment is being updated to reflect the increased risk to our county and cities in the post 9/11, CBRNE environment.

Multnomah County, with a population of 660,486, is the hub for major transportation networks serving all of Oregon and anchors the industrial lifeline for the entire state. The Port of Portland is the eighth largest U.S. marine port in total tonnage, fourteenth largest container port, and the number one auto port on the West Coast. Portland International Airport serves 12 million passengers and more than a quarter million tons of air cargo annually. The City of Portland, with nearly a half million residents, is home to the state’s largest high-rise buildings, which collectively house

thousands of workers, many of whom commute to work daily over the fourteen bridges that span the Willamette and Columbia rivers. Northwest Portland is also home to several large petroleum tank farms that provide a pipeline to Eugene and points beyond. At Multnomah County's eastern boundary is Bonneville Dam and its massive hydroelectric complex that supplies critical energy to a multi-state region.

Multnomah County is home to thirteen of the area's eighteen hospitals. These include OHSU and Emanuel Legacy Hospital, the state's only Level 1 trauma and pediatric referral medical centers. The state's only burn center is located at Emanuel Hospital, while Mt. Hood Medical Center serves the needs of nearly 200,000 residents in east Multnomah County. Gresham, the state's fourth largest city, is home to several modern manufacturing plants that provide critical components to the nation's aerospace and technology sectors. Farther to the east, the Bull Run watershed delivers fresh water to 800,000 persons in the Portland metropolitan area. The facilities cited above are but a few of those identified as potential targets for a CBRNE event or natural disaster. Other potential terrorist CBRNE targets include the 9,200 hazardous material sites in Multnomah County identified by the State Fire Marshall. A CBRNE incident in our target-rich community could have potentially catastrophic results for the greater metropolitan area and the state. To meet this potential reality, we have adopted a coordinated, multi-agency strategy for response to a CBRNE incident based on:

- Mutual aid agreements
- Sharing of specialized equipment and personnel
- Communications interoperability
- Coordinated first response
- Joint training and exercises

We are actively planning and coordinating a regional response to any CBRNE incident. We have defined our respective roles and responsibilities using the Incident Command System to optimize the effectiveness of their response to crisis and consequence management. Our police and fire special teams share immediate response protocols, and Unified Command is taught and practiced.

In our plan, initial response to a CBRNE incident will be by first responders of the impacted jurisdiction. Additional first responders, specialized equipment and supplies will rapidly reinforce them as provided in mutual aid agreements between the parties. This concept of operations forms the basis for our grant request.

PART TWO: IDENTIFICATION OF EQUIPMENT NEEDS

Common equipment employed under a shared concept of operations enables joint training and creates a force multiplier effect on limited grant funds. The primary criterion for requesting an equipment item is that it improves the response capability of the region as a whole. Another key criterion is to ensure the requested item optimizes interoperability and improves effectiveness of combined operations. A detailed listing of each item and requesting agency is in the Appendix.

1. Personal Protective Equipment (PPE) - \$1,163,116

Without PPE responders would be contaminated or at-risk of CBRNE exposure and unable to perform life saving procedures, stabilize the incident scene or perform other assigned tasks. Consequently, our first priority is to protect our fire, police and medical personnel responding to a CBRNE incident. We must equip our special teams with Level A and B ensembles that enable them to safely operate in the Hot and Warm Zones to identify the specific threat, implement effective perimeter controls, and stabilize the immediate situation. Other first responder teams will be equipped with

Level B and Level C ensembles that allow them to conduct decontamination and other essential response and recovery operations. In our intense urban environment, we must be prepared to deal with a large number of victims by equipping and training multiple response teams comprised of fire, police and medical first responders to safely perform their assigned tasks in a CBRNE incident. Essential safety equipment includes SCBA Packs, 1-hour air bottles, Cool Vests, hard hats and Nomex coveralls that together provide interoperable responder protection across all disciplines.

2. Explosive Device Mitigation and Remediation - \$327,950

The terrorist CBRNE delivery method is very likely to be an explosive device. Our jointly staffed Metropolitan Explosive Disposal Unit (MEDU) is currently operating with outdated and poorly performing equipment, and is limited in their ability to efficiently handle the potential CBRNE threat. The improved EOD 8 bomb suit and the integrated x-ray technology and chemical/radiation detection capability of the Remotec Robot will close a significant gap in our ability to analyze and neutralize a CBRNE threat. The x-ray machine at Portland International Airport is 15 years old, and employs outdated technology. The new x-ray machine will provide state of the art screening of suspected explosive devices at the airport and during MEDU call-outs.

3. CBRN Search and Rescue Equipment - \$270,300

The metropolitan area does not have an urban search and rescue capability. Critical search and rescue equipment for our fire and HazMat units, such as thermal imaging cameras, a listening device, stabilizing struts, lift bags and hydraulic rescue tools, are urgently needed to rescue victims trapped in a structural collapse. This all-hazard, interoperable equipment provides life-saving capability following a man-made or natural disaster.

4. Interoperable Communications Equipment - \$1,367,616

Emergency communications is the most critical element in coordinating a multi-agency, multi-discipline response to a terrorist incident and was consistently identified as our weakest link during CBRNE exercises. The County's Citizens Crime Commission, Portland's Emergency Preparedness Council, and Regional Emergency Managers have all stressed the need for mobile, interoperable and adaptable communications equipment. We request funding for 800MHz portable radios, base and mobile systems to help ensure our responders have interoperability and can communicate effectively to coordinate response activities. We also request funding for a Computer Aided Dispatch (CAD) system for Portland International Airport, which currently lacks CAD emergency dispatch capability. In addition to ensuring prompt, coordinated response for an airport incident, the PDX CAD system will be developed into a backup dispatch capability for BOEC, our only public safety emergency dispatch center, which currently has no backup capability.

5. Detection Equipment - \$557,049

Our first responders to a CBRNE incident involving hazardous materials lack adequate detection equipment to quickly and accurately identify the specific threat and initiate immediate protective measures. The requested equipment (Infrared Mass Spectrometer; Chemical Detectors; Radiological Detectors; a Biological Point Detection Set; Dosimeters; Air Monitors; HazCat Kits and gas detectors) gives us the capability to quickly sample, detect, identify, quantify, and monitor CBRNE agents across a wide range of potential hazards.

6. Decontamination Equipment - \$124,375

The potential number of victims who would need decontamination and the multiple locations where decontamination operations will be needed far exceed our current capabilities. Our special teams can only handle a few victims at single locations, and our hospitals can only decontaminate 1 or 2 victims per hour. In order to limit the spread of contaminants and to effectively protect our citizens, our CBRNE plan identified a critical need for multiple, mobile decontamination units that can be deployed to multiple locations. The trained personnel supporting each decontamination unit require decontamination equipment that will clean, remove or mitigate chemical and biological contamination. We request funding for tents, air and water heaters, fans, lights, generators, cords, litters, carriers, sumps, hoses, showers and backboards.

7. Physical Security Enhancement Equipment - \$971,750

The threat of domestic terrorism has highlighted significant deficiencies in physical security of our critical infrastructure, including our 911 dispatch center, essential government buildings, airport, waterways and hospitals. Improving the security of these key facilities and other potential CBRNE targets requires an expansion of protective measures, including increased capability to monitor activities and detect potential threats. We request funding to upgrade Portland's Air Support Unit (ASU) with a Forward Looking Infrared (FLIR), microwave downlink, and "Moving Mapping" software (see Part 8). This unit provides the metropolitan region a unique capability to enhance security of critical targets during periods of heightened alert, and to provide incident command with real-time information from an aerial perspective during a CBRNE incident. There are no other similar units in this region.

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application

We request funding to enhance physical security at the Multnomah County Courthouse, including motion detection, video, and x-ray systems. We also request funding to install break glass sensors for all first floor windows and erect an iron fence and barrier system around BOEC, the county's only emergency dispatch center.

Additionally, we request funding for hull-penetration, surface and side-scan radar units to enhance physical security on the Willamette and Columbia rivers. We also request a high-resolution sonar unit to safely and accurately check for underwater explosive devices at the base of our fourteen bridges.

8. Terrorism Incident Prevention Equipment - \$217,000

Effective joint command hinges on timely and accurate incident information, particularly during a CBRNE situation. Currently, we do not have the crisis/consequence management tools needed to accurately track in-the-field response operations. We request software systems to enhance our ability to disseminate advanced warning information to prevent or disrupt a terrorist incident. Our request includes the AVID Forensic Video Analysis System, Criminal Intel Upgrades, Airborne Mapping Software and Microwave Downlink (used in conjunction with FLIR described in Part 7).

The microwave downlink provides instant images of a CBRNE scene to multiple EOC's, allowing command personnel to monitor and make decisions based on real-time information. Airborne Mapping software provides a map image that "moves" to constantly depict the area below, and can zoom to a specific location when the address is known.

9. CBRNE Logistical Support Equipment - \$164,012

Proper storage and protection of CBRNE equipment is absolutely essential to ensure operability when needed. Diversity of potential targets and the unique challenge of response to a terrorist incident in an urban environment require flexibility and mobility—we must be able to rapidly move our special teams, CBRNE equipment and decontamination capability to meet incident-specific needs. Currently we have very limited mobile storage capacity. We request funding to store gear and move equipment. We will position equipment trailers and specialized vehicles in strategic locations to ensure CBRNE response equipment will be delivered on time where needed.

10. CBRNE Incident Response Vehicles - \$812,000

We do not have incident response vehicles to support the special needs of CBRNE operations. We have developed our CBRNE response plan to optimize available resources and thus limit funding requirements. This, in turn, makes mobility a must—we need to rapidly move essential capabilities to where they needed to minimize the impact of a CBRNE incident. We request funding for these special-purpose vehicles for the transport of CBRNE equipment and personnel to the incident site: a transport ATV, a HazMat Response Vehicle and a Decon Response Vehicle (HM3); one Mobile Command and Communication Vehicle (PDX); two prime movers for moving MMRS equipment trailers; and five SERT/RRT Response Vehicles.

The HazMat and SERT/RRT vehicles will ensure safe insertion and extraction of first responders to CBRNE event, while the prime movers are necessary to move equipment trailers to and between incident sites. The Port of Portland currently does not have a Mobile Command and Communications Vehicle, which will serve as an

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
emergency command post and communications center for CBRNE events and as
backup to the airport's Communications Center and Emergency Operations Center.

11. Medical Supplies and Pharmaceuticals - \$957,438

The recovery process following a CBRNE incident is a continuum from detection to treatment. It does little good to train and equip fire and police first responders if we are unable to treat victims at hospitals. Our hospitals are at or near capacity now and do not have the necessary supplies to treat victims of a CBRNE incident in our densely populated urban area. We recognize the need to have a surge plan to accommodate a mass casualty event. Our regional hospitals have collaborated in development of the Portland Metropolitan Medical Response (MMRS) plan. We now need the tools to implement that plan.

We request funding for medical supplies and pharmaceuticals required for effective response to a CBRNE incident. These supplies will be divided into six modular packages, with each module able to triage and stabilize 100 patients, 10 of who are critical. Included in this request are medical supplies necessary for care as well as a small, core cache of medical pharmaceuticals. Other components of these "medical modules" are separately listed in their appropriate equipment categories (HOS in Appendix). This request is consistent with our role and operation as part of the National Disaster Medical System (NDMS) as well as the MMRS plan.

12. CBRNE Reference Materials - \$13,620

We do not have sufficient reference material for the growing roles and responsibilities of our first responders, and to promote training and procedural interoperability. We request the following materials to assist first responders to prepare for and respond to a CBRNE incident: First Responder Job Aids, WMD Reference

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
Library, Peak HazMat Reference Set, Fire Protection Guide on HazMat, CCINFO,
SAXIS, MERCK, and GENIUM.

PART THREE: IDENTIFICATION OF CURRENT CAPABILITIES

A. Current Equipment and Supplies for CBRNE Incident

Since 1996, Multnomah County emergency service providers have obtained federal grant funding to improve their response to terrorism. Over \$1.5 million has been spent on MMRS planning, HazMat equipment and training and exercises for regional responders. Our first objective has been to bring our specialized teams to a base level of response protection and capabilities. This request will expand that base and give an increasing number of essential response personnel the necessary protective gear and equipment that we have been unable to provide due to funding constraints.

We have developed several specialized, regional teams to deal with CBRNE events. PFB's HazMat team (HM6) and GFES' (HM3) are regional teams that serve areas beyond city and county limits. Portland's MEDU, the region's only bomb squad, is comprised of personnel from Portland, Gresham, Portland Airport (PDX), Clackamas County and Clark County (WA). In addition to serving those jurisdictions, MEDU covers calls for service in Columbia, Yamhill, Skamania (WA), and Cowlitz (WA) counties. MEDU bomb technicians train weekly, are qualified to work with HazMat teams in a Level A environment, and are trained and equipped to detect radiation, chemical warfare agents and other hazards.

The City of Portland (PPB SERT) and East County law enforcement agencies (GPD, MCSO) operate Special Weapons and Tactics (SWAT) teams. In a CBRNE incident, PPB SERT will work in the Warm Zone in Level B and would be tasked with arrest of suspects, reconnaissance for secondary devices, and security for HazMat

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application

personnel. PPB also operates a Rapid Response Team (RRT) that has extensive experience in crowd control. During a CBRNE incident, the RRT would control ingress and egress between Cold and Warm Zones.

The Willamette and Columbia rivers are patrolled by PFR, MCSO's River Patrol, and Port of Portland vessels. PPB operates a single fixed-wing aircraft that serves the entire region. The Port of Portland operates its own police and fire departments for quick response to emergencies at its facilities.

Multnomah County Public Health Department serves as the focal point for Emergency Medical Services for the county and assists in the coordination of all WMD hospital support in the four-county metropolitan region. Multnomah County EMS administers the contract for 911 ambulance service in Multnomah County, operates the Portland's Regional Hospital and Trauma System, and was a catalyst in development of the MMRS. All EMS responders in Multnomah County are currently equipped to enhanced Level C HAZMAT capability and trained in medical treatment protocols for chemical and radiological incidents. In contrast, most hospitals are only able to decontaminate one to two patients per hour. A limited quantity of antidote and PPE is available in each of the hospitals, with 2PAM and cyanide antidote kits in short supply. OHSU's Poison Control Center provides the state and the region with medical expertise in the management of patients exposed to chemical or toxic agents.

Portland's water supply is protected and maintained by the emergency response and security teams of the Bureau of Water Works. Key facilities do not have a security card-key system to protect water distribution. Personnel have protective suits, a response van and the training to effectively operate during a CBRNE incident, but do not have a decontamination tent system.

B. Current Training Received to Respond to CBRNE Event.

Since 9/11, we have, and continue to, train our first responders in WMD Awareness and Operations courses. Specialized teams receive advanced technical training from local and nationally sponsored courses.

C. CBRNE Exercises

We have planned and participated in several CBRNE exercises. For example, in November 2001 PPB tested a multi-jurisdictional plan in response to information that terrorists planned to blow up bridges on the West Coast. In August 2002, Gresham conducted a multi-agency functional exercise involving a "dirty bomb" in east Multnomah County. The exercise involved several grant applicants as well as volunteer organizations. Portland Office of Emergency Management (POEM) collaborated with local, state and federal agencies to develop Operation Red Rose, tabletop and full-scale exercises in early 2002. These exercises included multiple disciplines, 17 locations, and more than 2000 participants.

D. Incident or Unified Command System availability.

All applicants have adopted by ordinance, resolution or rule a unified command structure based on the Incident Command System.

PART FOUR: GOALS, OBJECTIVES AND PERFORMANCE MEASURES

Goal 1: Save lives and property in the event of a CBRNE incident by equipping first responder agencies with essential equipment

Objectives:

- CBRNE Interoperability Committee confirms prior agreements between applicants (see Part Five)
- Implement Procurement Plan

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application

Performance Measures:

- 100 percent of funded equipment delivered to agencies by Sept 30, 2004
- 100 percent of receipts received by grant administrator by Sept. 30, 2004

Goal 2: Save lives and property in the event of a CBRNE incident by training on equipment in coordinated, multi-jurisdictional method

Objective:

- Interoperability Committee coordinates joint training
- Implement Training Plan

Performance Measures:

- 100 percent of designated training completed by Sept. 30, 2004

PART FIVE: IMPLEMENTATION AND EVALUATION PLAN

Prior to the award date of the 2003 CBRNE grant, Multnomah County Office of Emergency Management will establish two CBRNE Grant Committees.

The CBRNE Interoperability Committee will be comprised of representatives with expertise in CBRNE operations from each of the participating agencies. The Committee will have primary responsibility for ensuring awarded grant funds are used to optimize the applicants' capability to effectively respond to and recover from a terrorist incident involving CBRNE. This committee will determine final resource allocation of the grant award, promote interoperability in equipment and procedures, and coordinate training among participants.

The CBRNE Grant Administration Committee will be comprised of representatives with expertise in federal grant administration and financial/accountability requirements from each participating agency. This committee will develop procedures to ensure compliance with local, state and federal grant requirements by all participants, to

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
include procurement, accountability, documentation, and reporting. This committee
supports the Interoperability Committee in fulfilling the requirements of the grant.

Timelines and Evaluation

<u>Date</u>	<u>Event and Evaluation</u>
July 2003	Grant Awarded; Convene CBRNE Committee(s);
September 2003	Implement Procurement Plan
October 2003	Interoperability Committee coordinates joint training
November 2003	Implement Training Plan
December 2003	First Reporting Period Ends
January 2004	First Report Due
June 2004	Second Reporting Period Ends
July 2004	Second Report Due
Sept. 30, 2004	Grant period ends; final report due

PART SIX: IDENTIFICATION OF AVAILABLE FUNDS AND EQUIPMENT

Portland has \$312,000 dedicated to purchase CBRNE equipment and supplies not included in this request. Health and Human Services has been allocated federal funding to the State of Oregon, but no funds have been made available to local medical providers at this time. This request represents a comprehensive, collaborated CBRNE needs list which will be updated and used to apply for the 2002 Equipment Grant and equipment grants in 2002 and future funding opportunities.

This application encompasses a network of mutual aid agreements between the applicants and adjoining jurisdictions. Much of this mutual-aid equipment was described and discussed in Part Three of this application. Available CBRNE equipment is for

Exhibit A – IGA 02/03 – MultCo & Portland – 2003 Grant Application
specialized teams, not for other first responders needed in response to a CBRNE
incident.

PART SEVEN: BUDGET¹

- 1. Personal Protective Equipment (PPE) - \$1,163,116**
- 2. Explosive Device Mitigation and Remediation - \$327,950**
- 3. CBRN Search and Rescue Equipment - \$270,300**
- 4. Interoperable Communications Equipment - \$1,367,616**
- 5. Detection Equipment - \$557,049**
- 6. Decontamination Equipment - \$124,375**
- 7. Physical Security Enhancement Equipment - \$971,750**
- 8. Terrorism Incident Prevention Equipment - \$217,000**
- 9. CBRNE Logistical Support Equipment - \$164,012**
- 10. CBRNE Incident Response Vehicles - \$812,000**
- 11. Medical Supplies and Pharmaceuticals - \$957,438**
- 12. CBRNE Reference Materials - \$13,620**
- TOTAL FEDERAL FUNDS REQUESTED: \$6,946,226**

¹ Due to the large number of applicants in this coordinated application, we have furnished for the reviewers' benefit a detailed Appendix showing Item category, unit cost, quantity, training requirement, and specific agency to receive the equipment. Per telephone approval by Carmen Merlo, Director, CJSO.

Exhibit B
02-03 Authorized Equipment List

2002	2003
Level A	
Fully encapsulated Liquid & Vapor Protection Ensemble, re-useable and disposable	Fully encapsulated Liquid & Vapor Protection Ensemble, re-useable and disposable
Fully Encapsulated Training Suits	Fully Encapsulated Training Suits
Testing Equipment for fully encapsulated suits	
Closed Circuit Rebreather or Air-line System w 15min escape SCBA	Closed Circuit Rebreather or Air-line System w 15min escape SCBA
Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits	Spare Cylinders/Bottles for rebreathers or SCBA and service/repair kits
Chemical Resistant Gloves, including thermal, as appropriate to hazard	Chemical Resistant Gloves, including thermal, as appropriate to hazard
Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.	Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.
Hardhat	Hardhat/helmet
Chemical/biological protective undergarment (fire resistant optional)	Chemical/biological protective undergarment
Inner gloves	Inner gloves
Approved Chemical Resistant Tape	Approved Chemical Resistant Tape
Chemical Resistant Boots, Steel or Fiberglass Toe & Shank	Chemical Resistant Boots, Steel or Fiberglass Toe & Shank
Chemical Resistant Outer Booties	Chemical Resistant Outer Booties
HazMat Gear bag/box	
Level B	
Liquid splash resistant chemical clothing encapsulated or non-encapsulated	Liquid splash resistant chemical clothing encapsulated or non-encapsulated
Liquid Splash Resistant Hood	Liquid Splash Resistant Hood
Closed Circuit re-breather minimum 2-hr supply, open circuit SCBA, or when appropriate, Air line system with 15 min. minimum escape SCBA	Closed Circuit re-breather minimum 2-hr supply, open circuit SCBA, or when appropriate, Air line system with 15 min. minimum escape SCBA
Spare Cylinders/Bottles for re-breathers or SCBA and service/repair kits	Spare Cylinders/Bottles for re-breathers or SCBA and service/repair kits
Chemical Resistant Gloves, including thermal, as appropriate to hazard	Chemical Resistant Gloves, including thermal, as appropriate to hazard
Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.	Personal cooling system; Vest or full suit with support equipment needed for maintaining body core temperature within acceptable limits.
Hardhat	Hardhat/helmet
Chemical/biological protective undergarment (fire resistant optional)	Chemical/biological protective undergarment
Inner gloves	Inner gloves
Approved Chemical Resistant Tape	Approved Chemical Resistant Tape
Chemical Resistant Boots, Steel or Fiberglass Toe & Shank	Chemical Resistant Boots, Steel or Fiberglass Toe & Shank
Chemical Resistant Outer Booties	Chemical Resistant Outer Booties
HazMat Gear bag/box	
Level C	
Liquid Chemical splash resistant clothing (permeable or non-permeable)	Liquid Chemical splash resistant clothing (permeable or non-permeable)
Liquid Chemical Splash resistant hood (permeable or non-permeable)	Liquid Chemical Splash resistant hood (permeable or non-permeable)
Tight-fitting, full facepiece, negative pressure air purifying respirator with appropriate cartridge or canister and P100 filters for protection against toxic industrial chemicals, particulates, and military specific agents	Tight-fitting, full facepiece, negative pressure air purifying respirator with appropriate cartridge or canister and P100 filters for protection against toxic industrial chemicals, particulates, and military specific agents

	Tight –fitting, full face piece, powered air purifying respirator (PAPR) with chemical resistant hood with appropriate cartridge or canister and high efficiency filter for protection against toxic industrial chemical, particulate, and military specific agents
Equipment or system batteries will include those that are rechargeable (e.g. NiCad or non-rechargeable with extended shelf life (e.g.lithium)	Equipment or system batteries will include those that are rechargeable (e.g. NiCad or non-rechargeable with extended shelf life (e.g.lithium)
Chemical resistant gloves including thermal as appropriate to hazard	Chemical resistant gloves including thermal as appropriate to hazard
Personal cooling system, vest or full suit with support equipment	Personal cooling system, vest or full suit with support equipment
Level D	
Escape mask for self rescue	Escape mask for self rescue
Explosive Device Mitigation & Remediation	
Bomb search protective ensemble for chemical/biological response	Bomb search protective ensemble for chemical/biological response
Chemical/biological undergarment for bomb search protective ensemble	Chemical/biological undergarment for bomb search protective ensemble
Cooling garments to manage heat stress	Cooling garments to manage heat stress
Ballistic threat body armor (not for riot suppression)	Ballistic threat body armor (not for riot suppression)
Ballistic threat helmet (not for riot suppression)	Ballistic threat helmet (not for riot suppression)
Blast and ballistic threat eye protection (not for riot suppression)	Blast and ballistic threat eye protection (not for riot suppression)
Blast and overpressure threat ear protection (not for riot suppression)	Blast and overpressure threat ear protection (not for riot suppression)
Fire resistant gloves	Fire resistant gloves
Dearmor/disrupter	Dearmor/disrupter
Real time x-ray unit	Real time x-ray unit
Portable x-ray unit	Portable x-ray unit
WMD compatible total containment vessel	WMD compatible total containment vessel
WMD upgrades for existing TCV	WMD upgrades for existing TCV
Robot	Robot
Robot upgrades	Robot upgrades
Fiber Optic Kit	Fiber Optic Kit
Tents, standard or air inflatable for chem/bio protection	Tents, standard or air inflatable for chem/bio protection
	Inspection mirrors
	Ion track Explosive Detector
WMD Technical Rescue Equipment	CBRNE Search & Rescue Equipment
Listening devices	Listening devices, hearing protection
Search cameras	Search cameras
Lifting devices	Lifting devices
Breaking devices	Breaking devices
	Hydraulic tools; hydraulic power unit
	Blocking & bracing materials
Interoperable Communications Equipment	
Land mobile, 2way in suit communications (secure, hands free, fully duplex, optional)	Land mobile, 2way in suit communications (secure, hands free, fully duplex, optional)
	Antenna systems
Personnel Alert safety system	Personnel Alert safety system
Personnel Accountability systems	Personnel Accountability systems
Individual portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems	Individual portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with	Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with

integrated software packages designed specifically for chemical and or biological agent detection and communication purposes)	integrated software packages designed specifically for chemical and or biological agent detection and communication purposes)
Portable meteorological station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)	Portable meteorological station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
	Computer aided dispatch system
Commercially available crisis management software	Commercially available crisis management software
	Mobile display terminals
Detection Equipment	
M-8 Detection paper for chemical agent identification	M-8 Detection paper for chemical agent identification
M-9 detection paper (roll) for chemical agent (military grade) detection	M-9 detection paper (roll) for chemical agent (military grade) detection
M-256 detection kit for chemical agent (weapons grade-blister: CX/HD/L; blood; AC/CK; and nerve; GB/VX detection	M-256 detection kit for chemical agent (weapons grade-blister: CX/HD/L; blood; AC/CK; and nerve; GB/VX detection
M-256 training kit	M-256 training kit
M-18 series chemical agent detector kit for surface/vapor chemical agent analysis	M-18 series chemical agent detector kit for surface/vapor chemical agent analysis
Hazard categorizing (hazcat kits)	Hazard categorizing (hazcat kits)
Photo-ionization detector (PID)	Photo-ionization detector (PID)
Flame Ionization detector(FID)	Flame Ionization detector(FID)
Surface acoustic wave detector	Surface acoustic wave detector
Gas chromatograph/mass spectrometer (GC/MS)	Gas chromatograph/mass spectrometer (GC/MS)
Ion Mobility spectrometry	Ion Mobility spectrometry
Stand-off chemical detector	Stand-off chemical detector
M-272 chemical agent water test kit	M-272 chemical agent water test kit
Colormetric tube/chip kit specific for TICs and WMD applications	Colormetric tube/chip kit specific for TICs and WMD applications
Multi-gas meter with minimum of O2 and LEL	Multi-gas meter with minimum of O2 and LEL
Leak Detectors (soap solution, ammonium hydroxide, etc)	Leak Detectors (soap solution, ammonium hydroxide, etc)
PH paper/pH meter	PH paper/pH meter
Waste water classifier kit	Waste water classifier kit
Oxidizing paper	Oxidizing paper
Point detection systems kits - biological	Point detection systems kits - biological
Radiation detection equipment	Radiation detection equipment
Personal dosimeter	Personal dosimeter
Scintillation fluid pre-packed	Scintillation fluid pre-packed
	Radiation monitors
	Canines (initial acquisition, initial operational capability only)
Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation	Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation
Decon litters/roller systems	Decon litters/roller systems
Extraction litters, rollable	Extraction litters, rollable
Runoff Containment bladders, decontamination shower waste collection with intrinsically-safe evacuation pumps	Runoff Containment bladders, decontamination shower waste collection with intrinsically-safe evacuation pumps
Spill containment devices	Spill containment devices
Overpack drums	Overpack drums
Non-transparent cadaver bags	Non-transparent cadaver bags
	Hand carts
	Waste water classification kits/strips
HEPA vacuum for dry decontamination	HEPA vacuum for dry decontamination
Physical Security Enhancement Equipment	
Surveillance; Motion detector systems, acoustic, infrared, seismic, magnetometers	Motion detector systems, acoustic, infrared, seismic, magnetometers
Barriers, fences, jersey walls	Barriers, fences, jersey walls

Impact resistant doors and gates	Waterfront - Impact resistant doors and gates
Portal systems	Waterfront - Portal systems
Alarm systems	Alarm systems
Video assessment/ cameras, standard, low light, IR, automated detection	Waterfront -video assessment/ cameras, standard, low light, IR, automated detection
Personnel identification, visual, electronic, acoustic, laser, scanners, cyphers/codes	Personnel identification, visual, electronic, acoustic, laser, scanners, cyphers/codes
X-ray units	X-ray units
Magnetometers	Magnetometers
Vehicle identification, visual, electronic, standard, lowlight, IR, automated detection	Vehicle identification, visual, electronic, standard, lowlight, IR, automated detection
Diver/Swimmer detection systems; sonar	Waterfront - Diver/Swimmer detection systems; sonar
Hull scanning equipment	Waterfront - Hull scanning equipment
	Waterfront - Radar systems
Sensors - Chemical: active/passive; mobile/fixed; handheld	Sensors - Chemical: active/passive; mobile/fixed; handheld
Biological; Active/passive; mobile/fixed; handheld	Biological; Active/passive; mobile/fixed; handheld
Radiological	Radiological
Nuclear	Nuclear
Ground/wall penetrating radar	Ground/wall penetrating radar
Inspection/detection: vehicle & cargo inspection systems	Inspection/detection: vehicle & cargo inspection systems
Mobile search & inspection system	Mobile search & inspection system
Non-invasive radiological/chem/bio/explosives system	Non-invasive radiological/chem/bio/explosives system
Explosive protection: blast/shock/impact resistant	Explosive protection: blast/shock/impact resistant
Protective clothing	Protective clothing
Column and surface wraps; breakage/shatter resistant glass; window wraps	Column and surface wraps; breakage/shatter resistant glass; window wraps
Robotic disarm/disable systems	Robotic disarm/disable systems
General support equipment trailer	CBRNE Logistical support equipment
	equipment trailer
	Weather tight containers for equipment storage
	Software for equipment tracking and inventory
	Handheld computers for emergency response applications
	Small hand tools
	Binoculars, head lamps, range finders, and spotting scopes
	Small generators to operate light sets, water pumps for decontamination sets
	Light sets for nighttime operations
	Electrical current detectors
	Equipment harnesses, belts and vests
	Isolation containers fro suspected chem/bio samples
	Bull horns
	Water pumps for decontamination systems
	Badging system equipment and supplies
	Cascade system for refilling scba oxygen bottles
	SCBA fit test equipment and software to conduct flow testing
	Testing equipment for fully encapsulated suits
	Cooling heating ventilation fans
	Hazmat gear bag/box
	CBRNE Incident response vehicles
	Mobile command post vehicles
	Bomb response vehicles
	Priime movers for equipment trailers
	2 wheel personal transport vehicles for transporting

	fully suited bomb technicians
	Multi-wheeled all terrain vehicles for transporting personnel and equipment to and from the hot-zone
Medical supplies	
Automatic biphasic external difibrillators	Automatic biphasic external difibrillators
Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level	Equipment and supplies for establishing and maintaining a patient airway at the advanced life support level
IV administration sets	IV administration sets
IV Catheters (14,16,18,20,22 gauge)	IV Catheters (14,16,18,20,22 gauge)
IV Catheters (butterfly ...)	IV Catheters (butterfly ...)
Manual biphasic defibrillators	Manual biphasic defibrillators
Eye lense for lavage or continous medication	Eye lense for lavage or continous medication
Nasogastric tubes	Nasogastric tubes
Oxygen administration equipment and supplies	Oxygen administration equipment and supplies
Portable ventilators	Portable ventilators
Syringes	Syringes
26 ga ½" needles (for syringes)	26 ga ½" needles (for syringes)
21 ga. 1 ½ " needles (for syringes)	21 ga. 1 ½ " needles (for syringes)
	Triage tags and tarps
	Morgan shields
	Blood pressure cuffs
	Sterile and non-sterile dressings, all forms & sizes
	Gauze all sizes
2Pam Chloride	2Pam Chloride
Adenosine	Adenosine
Albuterol Sulfate .083%	Albuterol Sulfate .083%
Albuterol MDI	Albuterol MDI
Atropine	Atropine
Atropine Auto Injectors	Atropine Auto Injectors
Benadryl	Benadryl
CANA Auto Injectors	CANA Auto Injectors
Calcium Chloride	Calcium Chloride
Calcium Gluconate	Calcium Gluconate
Ciprofloxin	Ciprofloxin
Cyanide kits	Cyanide kits
Dextrose	Dextrose
Dopamine	Dopamine
Doxicillin	Doxicillin
Doxycycline	Doxycycline
Epinephrine	Epinephrine
Glucagon	Glucagon
Iodine	Iodine
Lasix	Lasix
Lidocaine	Lidocaine
Loperamide	Loperamide
Magnesium Sulfate	Magnesium Sulfate
Methylprednisolone	Methylprednisolone
Narcan	Narcan
Nubain	Nubain
Nitroglycerine	Nitroglycerine
Normal Saline	Normal Saline
Silver Sulfadiazine	Silver Sulfadiazine
Sodium Bicarbonate	Sodium Bicarbonate
Sterile Water	Sterile Water
Tetracaine	Tetracaine
Valium	Valium
Verapamil	
	CBRNE Reference Materials

	NFPA Guide to hazardous materials
	NIOSH Hazardous Materials Pocket Guide
	North American Emergency Response Guide
	Jane's Chem – Bio Handbook
	First Responder Job Aids

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: C-6

Est. Start Time: 9:30 AM

Date Submitted: 11/26/03

Requested Date: December 4, 2003

Time Requested: 5 minutes

Department: DBCS

Division: Emergency Management

Contact/s: Tom Simpson

Phone: 988-4233 **Ext.:** 84233 **I/O Address:** 503/6th Fl.

Presenters: Tom Simpson

Agenda Title: Government Non-Expenditure Contract (190 Agreement) 0310533 with the Counties of Multnomah, Clackamas, Washington, Columbia, and Clark, to Develop an Organization to Recommend Regional Emergency Management Policy/Procedures, to Develop a Training Program, Establish Mutual Aid Agreements to Manage Resources During an Emergency, Coordinate Regional Efforts to Obtain Emergency Management Funding, to Contract to Carry Out Programs from Such Funding, and to Develop a Plan for the Regional Emergency Management Group (REMG)

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Board approval of an Intergovernmental Agreement to develop a regional emergency management plan. This organization shall be known as the Regional Emergency Management Group ("REMG").
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** Jurisdictions within Washington, Multnomah, Clackamas, and Columbia Counties in Oregon, and Clark County in Washington, including counties, cities, regional governments, and special districts within both states, may enter into this Agreement. The purpose of this multi-agency agreement is to develop an organization to recommend policy and procedures on regional emergency management issues related to planning, mitigation, response, and recovery; to develop an ongoing,

interjurisdictional training and exercise program; to establish mutual aid agreements to ensure effective management of resources during an emergency; to coordinate efforts in the region to obtain funding for emergency management matters; to contract with one or more jurisdictions (contractors) to carry out programs made possible by such funding and to develop a regional emergency management plan.

3. Explain the fiscal impact (current year and ongoing). N/A

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**

- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**

- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. Explain any legal and/or policy issues involved. In order to be a party to this agreement, certain actions must be completed no later than October 31, 2003; therefore, we are requesting an exception to the agenda submission timeline.

5. **Explain any citizen and/or other government participation that has or will take place.** This agreement has been reviewed by attorneys and staff from participating jurisdictions. REMG is a consortium of over twenty counties, cities and special districts.

Required Signatures:

A handwritten signature in cursive script, reading "M. Cecilia Johnson".

Department/Agency Director:

Date: 09/16/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☒ Attached ☐ Not Attached Contract #: 0310533
Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Emergency Services Date: 9/9/03
 Originator: Tom Simpson Phone: 84233 Bldg/Rm: 503/6th Fl.
 Contact: Stuart Farmer Phone: x85276 Bldg/Rm: 455/Annex

Description of Contract: A Governmental Agreement with the Counties of Multnomah, Clackamas, Washington, Columbia, and Clark Co., Washington, to develop an organization to recommend regional emergency mgmt policy/procedures, to develop a training program, establish mutual aid agreements to manage resources during an emergency, coordinate regional efforts to obtain emergency mgmt funding, to contract to carry out programs from such funding, and to develop a plan for the Regional Emergency Management Group ("REMG").

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: _____
 EFFECTIVE DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor <u>Clackamas County Emergency Management</u> Address <u>2200 S. Kaen Rd.</u> City/State <u>Oregon City OR 97045</u> ZIP Code <u>97045</u> Phone <u>(503) 655-8362 / Jim Coleman</u> Employer ID# or SS# <u>N/A</u> Contract Effective Date <u>11/01/03</u> Term Date <u>06/30/04*</u> Amendment Effect Date _____ New Term Date _____	* This is an ongoing renewable Governmental Agreement Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info: Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment \$ _____ Total Amount of Requirements \$ _____
Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>\$0</u>	

REQUIRED SIGNATURES:

Department Manager	<u>[Signature]</u>	DATE	<u>9/16/03</u>
Purchasing Manager	<u>[Signature]</u>	DATE	<u>9/24/03</u>
County Attorney	<u>[Signature]</u>	DATE	<u>12.5.03</u>
County Chair	<u>[Signature]</u>	DATE	_____
Sheriff	_____	DATE	_____
Contract Administration	_____	DATE	_____

APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS
 AGENDA # C-6 DATE 12-04-03
 DEBORAH L. BOGSTAD, BOARD CLERK

INTERGOVERNMENTAL AGREEMENT FOR REGIONAL EMERGENCY MANAGEMENT

I. PURPOSE

The purpose of this Intergovernmental Agreement is to develop an organization to recommend policy and procedures on regional emergency management issues related to planning, mitigation, response, and recovery; to develop an ongoing, interjurisdictional training and exercise program; to establish mutual aid agreements to ensure effective management of resources during an emergency; to coordinate efforts in the region to obtain funding for emergency management matters; to contract with one or more jurisdictions (contractors) to carry out programs made possible by such funding and to develop a regional emergency management plan. This organization shall be known as the Regional Emergency Management Group ("REMG").

II. STATUTORY AUTHORITY

This agreement is entered into pursuant to ORS 190.003 to 190.030, and Chapter 39.34 RCW. This agreement supersedes the similar Intergovernmental Agreement adopted by the parties in 1993 as of October 31, 2003.

III. PARTIES

Jurisdictions within Washington, Multnomah, Clackamas, and Columbia Counties in Oregon, and Clark County in Washington, including counties, cities, regional governments, and special districts within both states, may enter into this Agreement. Additional jurisdictions may enter into this Agreement with the approval of the REMG Policy Advisory Committee.

IV. TERM OF AGREEMENT, EFFECTIVE DATE

A jurisdiction may become a party to this Agreement by action of its governing body to authorize participation in this Agreement, and adopting the annual work plan by resolution or ordinance. In order to be a party to this agreement those actions must have been completed no later than October 31, 2003, which date shall be the effective date of this agreement. The initial term of this agreement shall be from the November 1, 2003 effective date to June 30, 2004 and then ongoing from July 1 to June 30 of each year. A party may renew its participation in this Agreement by adopting the annual work plan, including any amendments to the plan, for each succeeding year.

V. TERMINATION

Any party to this Agreement may withdraw upon giving thirty (30) days written notice to the Policy Advisory Committee. Any withdrawing party, however, shall remain responsible for its portion of any financial obligations incurred by REMG while it was a member. That financial

obligation will be determined by the Policy Advisory Committee and paid by the withdrawing party within 180 days of the date of the written notice.

VI. NON-EXCLUSIVE

The parties may enter into subsequent separate mutual assistance or mutual aid agreements with any other jurisdiction to the extent not inconsistent with the terms of this Agreement.

VII. LIABILITY

To the extent permitted by law, each party shall be responsible for the acts and omissions of its officers, employees, and agents arising from the performance of or failure to perform any duty pursuant to this Agreement.

VIII. ORGANIZATIONAL STRUCTURE

A. Policy Advisory Committee

1. The REMG Policy Advisory Committee shall be comprised of an elected official from each party.
2. The Policy Advisory Committee shall meet in February each year. The Committee shall meet:
 - a. to review programs and developments of the past year;
 - b. to recommend to their respective governing bodies programs and work plans for the upcoming year; and
 - c. to recommend to their respective governing bodies regional policy on emergency management issues.
 - d. at other times at the call of the chair to conduct such other business as is deemed necessary.
3. The Policy Advisory Committee shall adopt bylaws to address officers, quorum, agendas, and other matters of business. At a minimum the bylaws shall establish requirements and process for the execution and management of contracts on behalf of REMG.

B. Technical Committee

1. The REMG Technical Committee shall include one person appointed by each party, and a representative from the Chapters of the American Red

Cross in participating jurisdictions. These representatives shall constitute the voting membership of the Technical Committee. Upon invitation of the Technical Committee, the Technical Committee may also include non-voting participants from signatory jurisdictions or other agencies or organizations with emergency management responsibilities or special technical expertise.

2. The Technical Committee shall develop and propose an Annual Work plan for review by the Policy Advisory Committee. At the direction of the Policy Advisory Committee, or on its own initiative, the Technical Committee shall also identify policy issues, research alternative strategies, available funding and present options for action to the Policy Advisory Committee.
3. The Annual Work plan, regular progress reports, the Annual Report, and other action items developed by the Technical Committee shall be forwarded to the Policy Advisory Committee on the recommendation of a simple majority of the voting members present.
4. The Technical Committee may establish subcommittees, or each member may work within that member's own jurisdiction as necessary to achieve policy goals, address action items, and prepare the proposed Annual Work plan.
5. The Technical Committee shall select a Chair, Vice Chair, and Secretary. The Technical Committee shall meet at least quarterly.

C. Administrative Support

The activities of the REMG shall be supported administratively by the staffs of the participating jurisdictions. Such support shall include keeping notes, conducting research, printing, producing an agenda, mailing, and coordinating the flow of information between the Policy and Technical Committees.

IX. FUNDING

Funding to execute the Annual Work Plan may be accepted from any source subject to REMG Policy Advisory Committee approval. Funding options necessary for action items in the proposed Annual Work plan shall be identified by the Technical Committee for Policy Advisory Committee review. Funding sources and cost allocations shall be identified and cost share agreements shall be developed as needed and included in each Annual Work plan. All required expenditures identified in the proposed Annual Work plan will be ratified by resolution or ordinance as specified in Section IV above.

X. OWNERSHIP OF ASSETS

In the event that any real or personal property is deemed necessary, an amendment to this Agreement shall be negotiated and approved by all the then current members prior to acquisition.

XI. AMENDMENTS

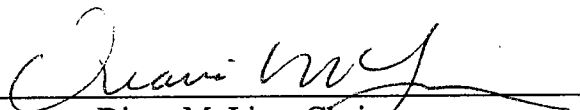
Any amendment to the provisions of this Agreement shall be approved in the same manner as this Agreement, shall be in writing and signed by the parties.

XII. EXECUTION AND FILING

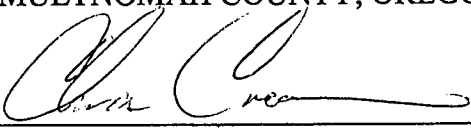
The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature. Upon execution, the executed original signature pages shall be returned to the City of Vancouver, Office of the City Attorney, who shall cause an executed original of this Agreement to be filed with the Clark County Auditor and shall distribute duplicate conformed copies to each party.

This Agreement dated this _____ day of _____, 2003, by action of the

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Chris Crean, Assistant County Attorney

Date: Sept. 25, 2003

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-6 DATE 12.04.03

DEBORAH L. BOGSTAD, BOARD CLERK

AGENDA PLACEMENT REQUEST

BUD MOD #: HD-04-02

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-1 DATE 12-04-03
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 11/10/03

Requested Date: December 4, 2003 **Time Requested:** 5 minutes
Department: Health, CCFC **Division:**
Contact/s: Diane Ruminski, Elizabeth Carroll (Health); Wendy Lebow (CCFC)
Phone: 503-988-3674 **Ext.:** 29770 **I/O Address:** 160/8th
Presenters: Diane Ruminski, Wendy Lebow

Agenda Title: Request approval of Budget Modification HD 04-02, Adding \$485,491 in State Commission on Children and Families Funds for Crisis Relief Nursery Services in FY 2004

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Health Department and the Commission on Children, Families, and Communities requests approval of bud mod HD-04-02, adding \$485,491 for crisis relief nursery services in FY 2004.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** This bud mod adds funding for crisis relief nurseries, which provide child abuse prevention services including family nursery, intensive parent training and home visiting.

During the FY 2004 budget process, grant funding through the state Commission on Children & Families (OCCF) was very uncertain. While the OCCF has funded crisis nurseries for the past several years, the CCFC and the Health Department did not have enough information about the level of crisis relief nursery funding at the state level to

include it in the budget at the time, and felt it would be prudent to await the final grant award before adding it to the County budget.

3. **Explain the fiscal impact (current year and ongoing).** This bud mod increases the Health Department's budget by \$485,491 in FY 2004. Crisis nurseries are expected to be funded at approximately the same level in FY 2005 (the second half of the state biennium).

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** Adds \$485,491 in State Commission on Children & Families (OCCF) grant funds
- ❖ **What budgets are increased/decreased?** The Health Department manages the service contracts with Portland Relief Nurseries and Volunteers of America-Family Relief Nurseries for crisis relief nursery services. The Health Department's budget is increased by \$485,491.
- ❖ **What do the changes accomplish?** This change will add operating funds for the County's crisis relief nurseries for FY 2004.
- ❖ **Do any personnel actions result from this budget modification? Explain.** None.
- ❖ **Is the revenue one-time-only in nature?** The County has received OCCF funding for crisis relief nurseries for the past several years, and expects the funding to be ongoing.
- ❖ **If a grant, what period does the grant cover?** This request is for FY 2004. The state grant covers fiscal years 2004 and 2005 (the 03-05 biennium.). FY 2005 funding will be included in the Health Department's FY 2005 budget request.
- ❖ **When the grant expires, what are funding plans?** Funding is expected to be ongoing.

4. **Explain any legal and/or policy issues.** None.
5. **Explain any citizen and/or other government participation that has or will take place.** N/A.

Required Signatures:

Department/Agency Director:



Date: 11/04/03

Budget Analyst

By:



Date: 11/10/03

EXPENDITURES & REVENUES

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		Internal Order	Cost Center	WBS Element						
40-40	20380		404701		50190		(276,218)	(276,218)		Federal Crisis Relief Nursery funds/Title XX
40-40	23150		404701		50180		(209,273)	(209,273)		State General Fund Crisis Relief Nurseries
							0			
40-40	1505		404701		60160		485,491	485,491		Contracts with Volunteers of America and Portland Relief Nursery for crisis relief nursery services
							0			
40-40	20380		404701		60350		0	0		No indirect - straight pass-thru to CBOs
40-40	23150		404701		60355		0	0		No indirect - straight pass-thru to CBOs
							0			
40-40	1505		404701		91002		(485,491)	(485,491)		
							0			
40-40	20380			4CA-54-2	91002		276,218	276,218		
40-40	23150			4CA-54-1	91002		209,273	209,273		
							0			
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							0	0	0	GRAND TOTAL

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: R-2

Est. Start Time: 9:35 AM

Date Submitted: 11/10/03

Requested Date: 12-4-03

Time Requested: 5 minutes

Department: DBCS

Division: FPM

Contact/s: Greg Herlean

Phone: 503-988-4216

Ext.: 84216

I/O Address: 274/FM

Presenters: Greg Herlean, Doug Butler

Agenda Title: RESOLUTION approving Amendment of Lease Agreement between Multnomah County and Ford Property LLC of property located at 2505 SE 11th Street, Portland, OR, and authorizing County Chair to execute the lease amendment.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services and the Assistant County Attorney requests this Resolution be considered as a "consent agenda". A consent agenda item is requested because: 1) the current lease of County premises at the Ford Building expires December 31, 2003 and the County requires additional time to move the remaining tenants; 2) the process for relocating County tenants at the Ford Building has been extensive; 3) the amendment to extend the current lease term to February 29, 2004 without monetary penalty to the County has been executed by the property owner.

The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.** The County entered into a lease with Ford Property, LLC effective March 31, 2003 through December 31, 2003 to maintain the operating space

for County Records, Central Stores/Distribution, the School/Community Dental Program, and the IT Mainframe Migration Group at the Ford Building until those programs could be relocated. The relocation process and negotiation for new space has been extensive and cannot be completed by December 31, 2003. Rather than exercising County's option to renew for 3 months or holdover at 125% of base rent, the Ford Property, LLC is willing to amend the current lease to:

- 1) extend the term and allow the County to occupy the premises until February 29, 2004, and
- 2) maintain the base rent during the extension period at the current rate of \$14,250 per month plus O&M and CAM expense and will not increase the rental to 125 percent as provided in the original lease holdover clause 16.3, and
- 3) delete the lease section 16.3 which allows the Landlord to terminate the lease during the holdover period with 10 day notice.

3. **Explain the fiscal impact (current year and ongoing).** Lease payments during the extended term of this amendment will be \$14,250 per month base rent, plus \$2,969. per month for common area expenses and insurance; total estimated cost during the lease extension period ending February 29, 2004 is \$34,438. If the County had not negotiated this amendment, and instead exercised its option to extend the lease for 3 months, the cost would have been \$17,813 per month base rent, plus \$2,969 per month common area expenses and insurance for a total of \$62,345. Reduction of potential expenses is estimated at \$27,907.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain: N/A

- ❖ **What revenue is being changed and why? N/A**
- ❖ **What budgets are increased/decreased? N/A**
- ❖ **What do the changes accomplish? N/A**
- ❖ **Do any personnel actions result from this budget modification? Explain. N/A**
- ❖ **Is the revenue one-time-only in nature? N/A**
- ❖ **If a grant, what period does the grant cover? N/A**
- ❖ **When the grant expires, what are funding plans? N/A**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ **Why was the expenditure not included in the annual budget process? N/A**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure? N/A**
- ❖ **Why are no other department/agency fund sources available? N/A**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account. N/A**
- ❖ **Has this request been made before? When? What was the outcome? N/A**

If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency? N/A
- ❖ Specify grant requirements and goals. N/A
- ❖ Explain grant funding detail – is this a one time only or long term commitment? N/A
- ❖ What are the estimated filing timelines? N/A
- ❖ If a grant, what period does the grant cover? N/A
- ❖ When the grant expires, what are funding plans? N/A
- ❖ How will the county indirect and departmental overhead costs be covered? N/A

4. Explain any legal and/or policy issues involved. None
5. Explain any citizen and/or other government participation that has or will take place. Facilities & Property Management has involved the affected County tenants remaining at the Ford building in the planning and coordination process for their relocation and has assigned project managers to each section.

Required Signatures:

Department/Agency Director: _____



Date: 11/25/03

Budget Analyst



By: _____

Date: 11/10/03

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving a Real Property Lease Amendment between Ford Property, LLC and Multnomah County, extending the lease of property at 2505 SE 11th Street (Ford Building), Portland, Oregon, and Authorizing the County Chair to Execute the Lease Amendment and other Instruments Required to extend the Lease of said Real Property

The Multnomah County Board of Commissioners Finds:

- a. By County Resolution 03-093, the Board found that Tenants in the Ford Building need to be moved including Materiel Management/Central Stores and Distribution (hereinafter referred to collectively as "Central Stores"), and the Board resolved and authorized Facilities and Property Management to negotiate with Portland Public Schools for the leasing of warehouse space in the Blanchard Building.
- b. Facilities and Property Management and Portland Public Schools (PPS) were unable to complete negotiations to the parties' mutual satisfaction.
- c. By County Resolution 03-093, the Board further resolved and directed Facilities and Property Management to evaluate efficiency and cost-savings of co-location or merger of Central Stores and the Sheriff's warehouse.
- d. Facilities and Property Management identified a potential warehouse space for Central Stores and in the same industrial park with the Sheriff's warehouse that may offer some efficiencies and cost-savings of co-location.
- e. Facilities and Property Management has completed negotiations with Pac Trust Properties for a lease of space in the Banfield Industrial Park, located at 700 N.E. 55th Avenue in Portland for the Central Stores.
- f. This proposed lease for the new Central Stores location was presented to the Board for its consideration on November 13, 2003. By the terms of the new lease the County is not entitled to fully occupy the new space until February 1, 2004. During the time period from November 2003 to February 2004, the Landlord is to construct necessary tenant improvements for the benefit of the County, which have an estimated completion date of February 1, 2004.
- g. The Facilities Management Division has determined the time necessary to move the Central Stores operations to the new location will take up much of the month of February 2004

- h. The County's present lease of the Ford Building expires on December 31, 2003. Accordingly an extension of the Ford Building lease to February 29, 2004 is needed to provide space for Central Stores during this interim period of tenant improvement construction at the Banfield Industrial Park and as well the time necessary to conduct the move of the program into the new space during the month of February 2004.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County shall enter into and execute an amendment to the current real property lease between Ford Property, LLC and the County to extend the term of the lease until February 29, 2004 for the property known as 2505 SE 11th Street, Portland, Oregon.
2. The County Chair is hereby authorized to execute an amendment to the lease agreement between Ford Property, LLC and Multnomah County for the property known as 2505 SE 11th Street, Portland, Oregon and other instruments required to complete the extension of the lease agreement of said real property, including future lease amendments to renew the lease.

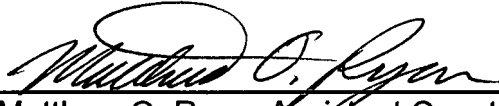
ADOPTED this 4th day of December, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-162

Approving a Real Property Lease Amendment between Ford Property, LLC and Multnomah County, extending the lease of property at 2505 SE 11th Street (Ford Building), Portland, Oregon, and Authorizing the County Chair to Execute the Lease Amendment and other Instruments Required to extend the Lease of said Real Property

The Multnomah County Board of Commissioners Finds:

- a. By County Resolution 03-093, the Board found that Tenants in the Ford Building need to be moved including Materiel Management/Central Stores and Distribution (hereinafter referred to collectively as "Central Stores"), and the Board resolved and authorized Facilities and Property Management to negotiate with Portland Public Schools for the leasing of warehouse space in the Blanchard Building.
- b. Facilities and Property Management and Portland Public Schools (PPS) were unable to complete negotiations to the parties' mutual satisfaction.
- c. By County Resolution 03-093, the Board further resolved and directed Facilities and Property Management to evaluate efficiency and cost-savings of co-location or merger of Central Stores and the Sheriff's warehouse.
- d. Facilities and Property Management identified a potential warehouse space for Central Stores and in the same industrial park with the Sheriff's warehouse that may offer some efficiencies and cost-savings of co-location.
- e. Facilities and Property Management has completed negotiations with Pac Trust Properties for a lease of space in the Banfield Industrial Park, located at 700 NE 55th Avenue in Portland for the Central Stores.
- f. This proposed lease for the new Central Stores location was presented to the Board for its consideration on November 13, 2003. By the terms of the new lease the County is not entitled to fully occupy the new space until February 1, 2004. During the time period from November 2003 to February 2004, the Landlord is to construct necessary tenant improvements for the benefit of the County, which have an estimated completion date of February 1, 2004.
- g. The Facilities Management Division has determined the time necessary to move the Central Stores operations to the new location will take up much of the month of February 2004

- h. The County's present lease of the Ford Building expires on December 31, 2003. Accordingly an extension of the Ford Building lease to February 29, 2004 is needed to provide space for Central Stores during this interim period of tenant improvement construction at the Banfield Industrial Park and as well the time necessary to conduct the move of the program into the new space during the month of February 2004.

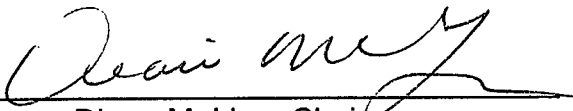
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County shall enter into and execute an amendment to the current real property lease between Ford Property, LLC and the County to extend the term of the lease until February 29, 2004 for the property known as 2505 SE 11th Street, Portland, Oregon.
2. The County Chair is hereby authorized to execute an amendment to the lease agreement between Ford Property, LLC and Multnomah County for the property known as 2505 SE 11th Street, Portland, Oregon and other instruments required to complete the extension of the lease agreement of said real property, including future lease amendments to renew the lease.

ADOPTED this 4th day of December, 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

Type: Revenue ☐ Expense ☒ County Owned ☐ Amendment ☒

Taxpayer ID: 16-1646293 Tax Exemption Filing: ☒ Yes ☐ No

Lease Name: Amendment # 1 to Ford Building Lease from Ford Property LLC

Property Management Contact: Canterbury Real Estate Services,
Nita Slater Phone: 988-4206

Date: 11/6/03

Division Requesting Lease: Facilities & Property Management
Contact: Debra Crawford, Property Mgmt Spc. Phone: 988-4206

Lessor: Ford Property LLC

Address: 1750 SW Harbor Way, # 310, Portland, OR 97201

Phone: 503-222-2900

Lessee: Multnomah County

Address: 401 N. Dixon Street, Portland, OR 97227-1865

Phone: 503-988-3322

Address of lease and purpose: 2505 SE 11th Avenue, Portland, OR. Purpose: facilities for County Records, Central Stores/Distribution, School/Community Dental Program, and the IT Mainframe Migration Group.

Effective Date: January 1, 2004

Expiration: February 29, 2004

Total Amount of Agreement : \$172,410.

(amount for all rent payments length of lease, including extended term)

Payment Terms: Base Rent \$14,250/month, plus
Common area expenses estimated \$1,951.78/month, plus
Insurance expense estimated at \$1,017.54/month, plus County pays
70% of Landlord's actual costs and expenses incurred for O&M. Reconciliation of actual expenses will be made per statement from Landlord within 30 days after expiration of the term of the lease.

<u>Business Area</u>	<u>Cost Center</u>	<u>Project/File Number</u>	<u>CO. Bldg #/Name</u>
3505	902325	L-38	B421 Ford Building

Required Signatures

Date:

Department Head *[Signature]*

11-10-03

County Counsel *sec attached*

Property Management *[Signature]*

11-25-03

County Executive/Sheriff *[Signature]*

12-5-03

Contract Number: 4600004064 (from SAP O/A #)

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 12-04-03

Rev. 8-03 DEST: Originator; Accounts Payable; Contract Admin; FM Admin, DEBORAH L. BOGSTAD, BOARD CLERK

**LEASE AMENDMENT
MULTNOMAH COUNTY AND FORD PROPERTY, LLC**

This Amendment to that certain lease dated March 31, 2003, made between Ford Property, LLC ("Landlord") and Multnomah County ("Tenant") for the described leased premises at 2505 SE 11th Street, Portland, Oregon.

The Parties agree to amend this lease as follows:

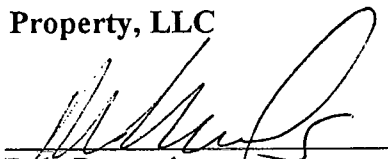
- 1) The Lease term shall be extended and Tenant shall continue to occupy the premises until February 29, 2004, and
- 2) The Landlord will maintain the base rent for the during this extension period at \$14,250 per month and will not increase the rental rate to 125 percent of the rent paid during the original term as stated in 16.3 (1), and
- 3) Section 16.3 (2) shall be deleted in its entirety.

All other terms and conditions of the Lease shall remain the same and in full force and effect.

Executed this 30th day of October, 2003.

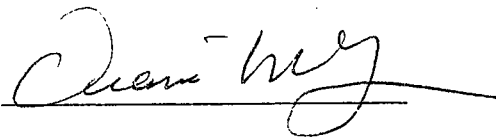
Owner: Ford Property, LLC

By:


Dale Bernards
Authorized Agent

Tenant: Multnomah County

Signature:



Print Name:

Diane M. Linn

Title:

Multnomah County Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

BY: 
ASSISTANT COUNTY ATTORNEY

DATE: 11/10/03

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 12.04.03
DEBORAH L. BOGSTAD, BOARD CLERK

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: R-3

Est. Start Time: 9:40 AM

Date Submitted: 11/24/03

Requested Date: December 4, 2003

Time Requested: 10 minutes

Department: DBCS

Division: Facilities and Property Mgmt

Contact/s: Doug Butler, Greg Herlean

Phone: 503-988-4216

Ext.: 84216

I/O Address: 274 / FPM

Presenters: Doug Butler, Greg Herlean

Agenda Title: Resolution Declaring Certain Space Within a County Facility Located at 10225 E. Burnside Street, Portland, Oregon to be Surplus and Approving a Real Property Lease with the City of Portland Police Bureau to Occupy that Space.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

1. **What action are you requesting from the Board? What is the department/agency recommendation?** The Department of Business and Community Services requests this Resolution be adopted by the Board giving authority to the County Chair to execute a lease agreement with the City of Portland. The Department of Business and Community Services, Facilities and Property Management Division, recommends adoption of the Resolution.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** By Oregon State Statue, ORS 418.747, et seq, each County's District Attorney's Office is responsible for establishing a Multi-Disciplinary Team to investigate child abuse cases. Multnomah County's D.A.'s Office has been operating a Child Abuse Multi-Disciplinary Team since the late 1980's co-located with non-county agencies, including the City of Portland Police Bureau. The Morrison Building has been in poor condition for some years, and the County searched for a new site for the Multi-Disciplinary Team. By County Resolution 99-225, the Board directed the Facilities and Property Management Division to secure the property at 102nd and East Burnside for the co-location of the future Child Receiving Center and the Child

Abuse Multi-Disciplinary Team. The site was purchased and has been developed for the Children's Receiving Center, the Child Abuse Multi-Disciplinary Team, and related social services.

By County Resolution 01-041, the Board approved the Project Charter for the Children's Receiving Center which designated the building located at 10225 East Burnside to be the "MDT Building" to house the Multi-Disciplinary Team which is comprised of County and non-County agencies, including the County District Attorney's Office and the City of Portland Police Bureau. By Resolution 02-032, March 7, 2002, the Board directed Facilities and Property Management, (FPM), to dispose of four buildings, including the Morrison Building. Therefore, all Multi-Disciplinary Team members must now relocate to the newly renovated MDT Building at 10225 East Burnside Street.

The County District Attorney's Office has directed the Multi-Disciplinary Team for many years with the participation of the City of Portland Police Bureau, and the County District Attorney's Office needs and requests the City of Portland Police Bureau co-location as a Tenant at the new MDT Building. The Multi-Disciplinary Team, County Facilities and Property Management, and the City of Portland have determined the space needed in the MDT Building for the Portland Police Bureau which is not available for other County uses and is designated surplus so the space may be leased to the City of Portland.

The City of Portland is committed to supporting the Multi-Disciplinary Team and the Children's Receiving Center Program and it is in the County's and public's interest to lease space in the MDT Building to the City of Portland for a five year term with options to renew the lease for up to six additional years.

3. **Explain the fiscal impact (current year and ongoing).** The costs of relocating non-County Multi-Disciplinary Team members is borne by each team member. Lease payments made by Multi-Disciplinary Team members to the County at the MDT Building will cover the County's costs to operate the MDT Building, GCC Campus, and provide funds to the Children's Receiving Center Program located on the GCC Campus. Attachment A shows estimated impact of Children's Receiving Center leases. It details estimated financial impact of revenues, expenses, and amount for program subsidy.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain: NONE REQUIRED

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: NONE REQUIRED

- ❖ **Why was the expenditure not included in the annual budget process?**

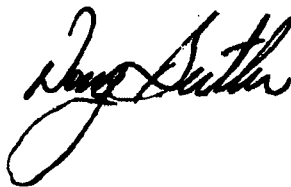
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: NONE REQUIRED

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues involved.** Passage of this Resolution and execution of this Lease supports the Board's Resolutions 99-225 and 01-041 and allows the mandated Child Abuse Multi-Disciplinary Team members to continue to co-locate in a County owned facility.
5. **Explain any citizen and/or other government participation that has or will take place.** A public siting process was completed at the Board's direction in Resolution 99-225. None has been required for this resolution.

Required Signatures:



Department/Agency Director: _____

Date: 11/25/03

Budget Analyst



By: _____

Date: 11/24/03

Dept/Countywide HR

By: Not Required for this Resolution

Date:

Attachment A: GCC Revenue/Expense Comparison

Attachment A
GATEWAY CHILDREN'S CENTER REVENUE / EXPENSE COMPARISON

Building	Tenant	Tenant	Move-In Date	Sq Ft	Monthly Rent '@ \$20/sf	FY 02-03				FY 03-04				FY 04-05			
						FY 03 Lease Revenue	FY 03 TI and Move	FY 03 FPM Operatin g Costs	FY 03 Subsidy for CRC Program	FY 04 Lease Revenue	FY 04 TI and Move	FY 04 FPM Operatin g Costs	FY 04 Subsidy for CRC Program	FY 05 Lease Revenue	FY 05 TI and Move	FY 05 FPM Operatin g Costs	FY 05 Subsidy for CRC Program
Building	Tenant	10305 East Burnside Street															
CRC		Children's Receiving Center		10,802													
#451	A /R-04D	Christie School	Nov '02	10,802	\$6,976	\$0				\$0				\$0			
	X	Vacant Space		0	\$0	\$0				\$0				\$0			
	CRC BLDG TOTALS				10,802	\$6,976	\$0	\$12,205	-\$12,205	\$0	\$59,760	-\$59,760		\$0	\$62,748	-\$62,748	
Building	Tenant	10317 East Burnside Street															
SERVICES		Services Building		13,914													
#448	A	County Health Dept-Clinic	Oct-02	940	\$1,567	\$14,103				\$18,804				\$18,804			
	B	County Health Dept-Office	Oct-02	677	\$1,128	\$10,152				\$13,536				\$13,536			
	C	County CHW Capacitation	Aug-03	975	\$1,625	\$0				\$17,875				\$19,500			
	D /R-04B	Oregon D.of Human Services	Dec-02	2,807	\$3,950	\$27,650				\$47,400				\$47,400			
	E /R-04A	Mount Hood Head Start	Aug-03	3,610	\$2,436	\$0				\$26,796				\$29,232			
	F?	DCHS?/YWCA Saftey Matters?		00?	\$0	\$0				\$0				\$0			
	X /R-04C	Morrison Center (vacant)	Jul '02 - Aug '03		\$4,973	\$59,676				\$14,919				\$0			
	X	Vacant Space		4,905	\$0	\$0				\$0				\$0			
	SERVICES BLDG TOTALS				9,009	\$15,679	\$111,581	\$41,551	\$70,030	\$139,330	\$61,002	\$78,328		\$128,472	\$64,052	\$64,420	
Building	Tenant	10225 East Burnside Street															
MDT		Multi-Disciplinary Team Bldg		22,955													
#439	A	County District Attorney	Oct '03	2,913	\$4,855	\$58,260				\$43,695				\$58,260			\$58,260
	B /R-04F	Oregon D.of Human Services	Oct '03	8,173	\$13,622	\$0				\$122,598				\$163,464			\$163,464
	C /R-04E	Portland Police	Oct '03	8,548	\$14,246	\$0				\$128,214				\$170,952			\$170,952
	D	FPM Storage	Oct '03	297	\$0	\$0				\$0				\$0			\$0
	X	Vacant Space		3,023	\$0	\$0				\$0				\$0			\$0
	MDT BLDG TOTALS				22,954	\$32,723	\$58,260	\$46,440	\$11,820	\$294,507	\$80,402	\$214,105		\$392,676	\$84,422	\$308,254	
	GATEWAY CHILDREN'S CENTER																
	CAMPUS TOTALS				42,765	\$55,378	\$169,841	\$100,196	\$69,645	\$433,837	\$0	\$201,164	\$232,673	\$521,148	\$0	\$211,222	\$309,926
										ACTUAL 1ST QTR =				\$15,958			

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

DECLARING CERTAIN SPACE WITHIN A COUNTY FACILITY LOCATED AT 10225 E. BURNSIDE STREET, PORTLAND, OREGON TO BE SURPLUS AND APPROVING A REAL PROPERTY LEASE WITH THE CITY OF PORTLAND POLICE BUREAU TO OCCUPY THAT SPACE.

The Multnomah County Board of Commissioners Finds:

- a. By County Resolution 99-225, the Board directed the Facilities and Property Management Division to secure the property at 102nd and East Burnside for the co-location of the future Child Receiving Center and the Child Abuse Multi-Disciplinary Team (MDT). The site was purchased and has been developed for the Children's Receiving Center, the MDT, and related social services.
- b. By County Resolution 01-041, the Board approved the Project Charter for the Children's Receiving Center which designated the building located at 10225 East Burnside to be the "MDT Building" to house the MDT which is comprised of County and non-County agencies, including the County District Attorney's Office and the City of Portland Police Bureau.
- c. The County District Attorney's Office has directed the MDT program for many years with the participation of the City of Portland Police Bureau.
- d. The County's Facilities and Property Management Division has determined the space in the MDT Building for the proposed Portland Police Bureau office is not needed for other County uses and is eligible to be designated surplus.
- e. The City of Portland is committed to supporting the Multi-Disciplinary Team and the Children's Receiving Center Program and it is in the County's and public's interest to lease space in the MDT Building to the City of Portland for a five year term with options to renew the lease for up to six additional years.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County hereby declares that certain space as more particularly described in the attached lease to be surplus and not needed for the County's use at this time.
2. The County Chair is hereby authorized to execute the attached lease on behalf of County with the City of Portland Police Bureau for that space as more particularly described in the attached lease.

3. The County Chair is hereby authorized to execute any other instruments required to complete or extend the attached lease, including future lease options to renew or lease amendments.

4. The attached lease shall be known as the "Multnomah County-Portland Police Bureau MDT Building Lease" and the County's Facilities Management Division shall identify the lease by an internal number unique to said lease.

ADOPTED this 4th day of December, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matt O. Ryan
Assistant County Attorney

BOGSTAD Deborah L

From: HERLEAN Gregory B
Sent: Thursday, December 04, 2003 3:04 PM
To: LINN Diane M; CRUZ Serena M; ROBERTS Lonnie J; ROJO DE STEFFEY Maria;
NAITO Lisa H
Cc: BOGSTAD Deborah L; BUTLER Douglas E.; BALL John
Subject: Questions Pertaining to Resolution R-3, Ford Building 2-Month Lease Extension

The purpose of this email is to address two questions asked by Commissioner Cruz at this morning's Board meeting.

1. Why was the Ford move delayed two months?

As mentioned in our Board meeting, Facilities encountered unforeseen challenges to this move. The Board had requested us to enter into negotiations with the Portland Public Schools (PPS) for this needed space. At this time, we were not aware that PPS would demand a higher than market rate, be unwilling to pay for any tenant improvements related to racking modifications, and not repair a 50 yard leak in the ceiling that would overhang our stored products. Upon reaching an impasse in negotiations, Facilities quickly surveyed the area for other sites. After numerous site visits and reaching agreement with Distribution and Central Stores for a new site, we were successful in negotiating \$160,000 in tenant improvements (at no additional cost to the County) to be performed in 2 months. Moving in on January 1, 2004, during this construction, was considered unwise.

2. What potential negative impact was incurred by the County due to this delay?

We believe there will be no negative impact to the County because Facilities negotiated four (4) months of free base rent valued at \$46,728 in anticipation of this two (2) month delay, and also because the costs of the two buildings are comparable in the short term.

Please feel free to call or contact me if I can answer further questions.

Gregory B. Herlean, CPCM, CPPO
Manager,
Contracts, Procurement, & Real Property management
Facilities & Property Management Division
Multnomah County

(503) 988-4216, direct line
(503) 209-3209, cellular

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-163

Declaring Certain Space within a County Facility Located at 10225 E Burnside Street, Portland, Oregon to be Surplus and Approving a Real Property Lease with the City of Portland Police Bureau to Occupy that Space

The Multnomah County Board of Commissioners Finds:

- a. By County Resolution 99-225, the Board directed the Facilities and Property Management Division to secure the property at 102nd and East Burnside for the co-location of the future Child Receiving Center and the Child Abuse Multi-Disciplinary Team (MDT). The site was purchased and has been developed for the Children's Receiving Center, the MDT, and related social services.
- b. By County Resolution 01-041, the Board approved the Project Charter for the Children's Receiving Center which designated the building located at 10225 East Burnside to be the "MDT Building" to house the MDT which is comprised of County and non-County agencies, including the County District Attorney's Office and the City of Portland Police Bureau.
- c. The County District Attorney's Office has directed the MDT program for many years with the participation of the City of Portland Police Bureau.
- d. The County's Facilities and Property Management Division has determined the space in the MDT Building for the proposed Portland Police Bureau office is not needed for other County uses and is eligible to be designated surplus.
- e. The City of Portland is committed to supporting the Multi-Disciplinary Team and the Children's Receiving Center Program and it is in the County's and public's interest to lease space in the MDT Building to the City of Portland for a five year term with options to renew the lease for up to six additional years.

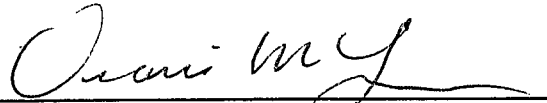
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County hereby declares that certain space as more particularly described in the attached lease to be surplus and not needed for the County's use at this time.
2. The County Chair is hereby authorized to execute the attached lease on behalf of County with the City of Portland Police Bureau for that space as more particularly described in the attached lease.

3. The County Chair is hereby authorized to execute any other instruments required to complete or extend the attached lease, including future lease options to renew or lease amendments.
4. The attached lease shall be known as the "Multnomah County-Portland Police Bureau MDT Building Lease" and the County's Facilities Management Division shall identify the lease by an internal number unique to said lease.

ADOPTED this 4th day of December, 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair



REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

LEASE

Date: October 10, 2003

Between: Multnomah County, Oregon ("Landlord")
Facilities and Property Management
401 N. Dixon Street
Portland Oregon 97227

And: City of Portland, a municipal corporation for the use
by the Bureau of Police ("Tenant")
1120 SW 5th Ave #1204
Portland OR 97204-1985

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 8,548 square feet of space, as shown in **Exhibit "A"** of this Lease, in the building known as the Gateway Children's Center, (GCC), MDT Building, located at **10225 East Burnside Street, Portland Oregon, 97216**

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence **October 10, 2003** and continue through **September 30, 2008** unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on **October 10, 2003**. Landlord shall have no liability for delays in delivery of possession and Tenant will not have the right to terminate this lease because of delay in delivery of possession except as hereinafter provided.

1.3 Renewal Option. If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for two (2) successive terms of three (3) years each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than 120 days prior to the last day of the expiring term. The giving of such notice shall

be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be determined by Landlord and either equal to the monthly rental of the preceding original or renewal term increased by the percentage change over the previous years in the Consumer Price Index published by the U.S. Bureau of Labor Statistics, U.S. City Average, or market rate as supported by comparable leased space at the time of anticipated beginning of renewal period.

Section 2. Rent

2.1 Base Rent. During the original term, Tenant shall pay to Landlord as base rent the sum of \$14,246.00 per month. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord. Landlord's Operating and Maintenance Costs shall be documented and, if requested by the Tenant, a report showing reasonable detail shall be made available to Tenant within thirty days after the end of Landlord's fiscal year.

2.2 Children's Receiving Center Subsidy. The Parties stipulate that a portion of the payment made under this Sub-section 2.1 shall be used to subsidize the Children's Receiving Center Program at the GCC. If the Children's Receiving Center Program is terminated then upon such termination, the parties agree to renegotiate the rental rate. If the negotiations are not successful, Tenant shall have the right to terminate the lease upon 30 days written notice to Landlord.

2.3 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used ~~to~~ for police office activities and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent

Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord, which shall not be unreasonably withheld.

3.3 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

3.4 Parking. Tenant, its employees and clientele shall have the exclusive use of parking spaces designated for MDT use in the parking lot at the structure in which the Premises are located, and shall abide by Lessor's Parking Guidelines, as described in attached **Exhibit B**.

Section 4. Repair and Maintenance. Responsibilities for repair and maintenance of the Premises shall be as follows:

4.1 Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if

necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.

4.2 Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.3 Landlord shall perform all necessary repairs and maintenance in a timeframe consistent with the nature of the use of the Building as described in Section 3.1 Permitted Use, and in the specific interest of continuous and adequate protection of the health and safety of all tenants of the MDT Building.

4.4 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.3 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

4.5 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision.

4.6 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Alterations requested by Tenant will be performed by Landlord at the reasonable expense of Tenant. Landlord shall provide Tenant with a work letter detailing Tenant's requested work and provide costs for each item.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required Landlord. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Insurance Required Tenant. Landlord acknowledges Tenant is self-insured. If Tenant is no longer self-insured, Tenant shall provide at its expense on or before the commencement Date and keep in force during the Term, naming Landlord insured, (i) a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "claims made basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide coverage limits of not less than \$1,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to Landlord.

6.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the

insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes

7.1 Property Taxes. Landlord acknowledges Tenant is tax exempt. If Tenant is no longer tax exempt, Tenant shall, upon invoice from Landlord, reimburse Landlord for all real property taxes levied against the Premises.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Proration of Taxes. Subject to the provisions of section 7.1 of this Lease, Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

Section 8. Services and Utilities

8.1 Landlord and Tenant Responsibilities. Landlord will cause the utilities and services listed below to be furnished to the Premises.

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	<u>X</u>	___
Sewer	<u>X</u>	___
Electricity	<u>X</u>	___
Gas	<u>X</u>	___
Trash Removal	<u>X</u>	___
Janitorial Service	<u>X</u>	___
Janitorial Supplies	<u>X</u>	___
Window Washing	<u>X</u>	___
Snow and Ice Removal	<u>X</u>	___

8.2 Recycling Materials. Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

Section 9. Damage and Destruction

9.1 Partial Damage. If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.1 (1) and Section 4.3.

9.2 Destruction. If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control. Landlord shall take appropriate action to complete the work if such work stoppage threatens the health and safety of any tenants of the MDT Building.

9.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the Premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

9.4 Damage Late in Term. If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 8% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. To the extent permitted by the Oregon Constitution Article XI, § 9, and the Oregon Tort Claims Act, ORS 30.260, et. seq., Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

Section 11. Landlord's Warranties; Quiet Enjoyment

11.1 Landlord's Warranties.

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord shall defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that the Premises, including any common areas within the real property in which the Premises are situated, comply with all applicable regulatory and building codes requirements for occupancy by Tenant for the permitted uses under this Lease, and meet the standards of the Americans With Disabilities Act (ADA) in place at the date of the execution of the Lease, for accessibility in accordance with the standards provided in the ADA Accessibility Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.223.

(3) Landlord affirms that all known accessible asbestos containing materials (ACM) have been removed within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other

means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

Section 13. Default. The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

Section 14. Remedies on Default

In the event of default by Tenant, the Lease may be terminated at the option of Landlord by written notice. Whether or not the Lease is terminated by the election of either party, Landlord and Tenant each shall be entitled to pursue any remedies available to Landlord under applicable law as provided for in Section 13.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed

to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to the rent last paid by Tenant. (~~during the original term.~~) Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than **30** days prior to the termination date which shall be specified in the notice. If Tenant holds over under this provision of the Lease for more than two months without beginning negotiations for extension of the Lease, Landlord may increase the rent to reflect market rate at the time of the increase. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

16.3 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.4 Entry for Inspection. Landlord shall have the right to enter upon the Premises with 24 hours prior **written** notice to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.5 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of eight percent (8%) per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

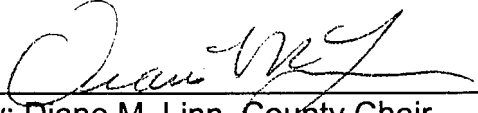
16.6 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.7 Time of Essence. Time is of the essence in the performance of the parties' obligations under this lease.

16.8 Landlord Limitations Under Oregon Tort Claims Act. Any covenant herein by Landlord to defend, indemnify or hold harmless the Tenant, or to assume

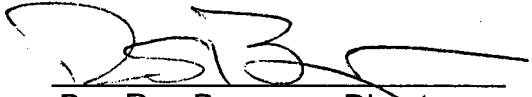
liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 – 30, and within the limits in ORS 30.270.

Landlord:
Multnomah County, Oregon


By: Diane M. Linn, County Chair

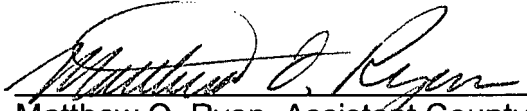
Date: 12.5.03

Tenant:
City of Portland


By: Ron Bergman, Director
Bureau of General Services

Date: 10-13-03

Reviewed By:


Matthew O. Ryan, Assistant County Attorney

Approved as to form:


Deputy City Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 12-04-03
DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A

GATEWAY CHILDREN'S CENTER (GCC) MDT BUILDING (B-439)

BUILDING SPACE ALLOCATION FLOOR PLANS

A-b: BASEMENT FLOOR PLAN

A-1: FIRST FLOOR PLAN

A-2: SECOND FLOOR PLAN

Measured by: Michael Khaligh
Date: 28 January 2003

Tenant Information

- ① 153300
District Attorney
General Use
1769 Sqft
- ② Non- County
POLICE
General Use
3837 Sqft

Gateway Children's Center-MDT Building- #439
10225 E. Burnside Street
Portland, OR. 97216

EXHIBIT A **A-1: FIRST FLOOR PLAN**

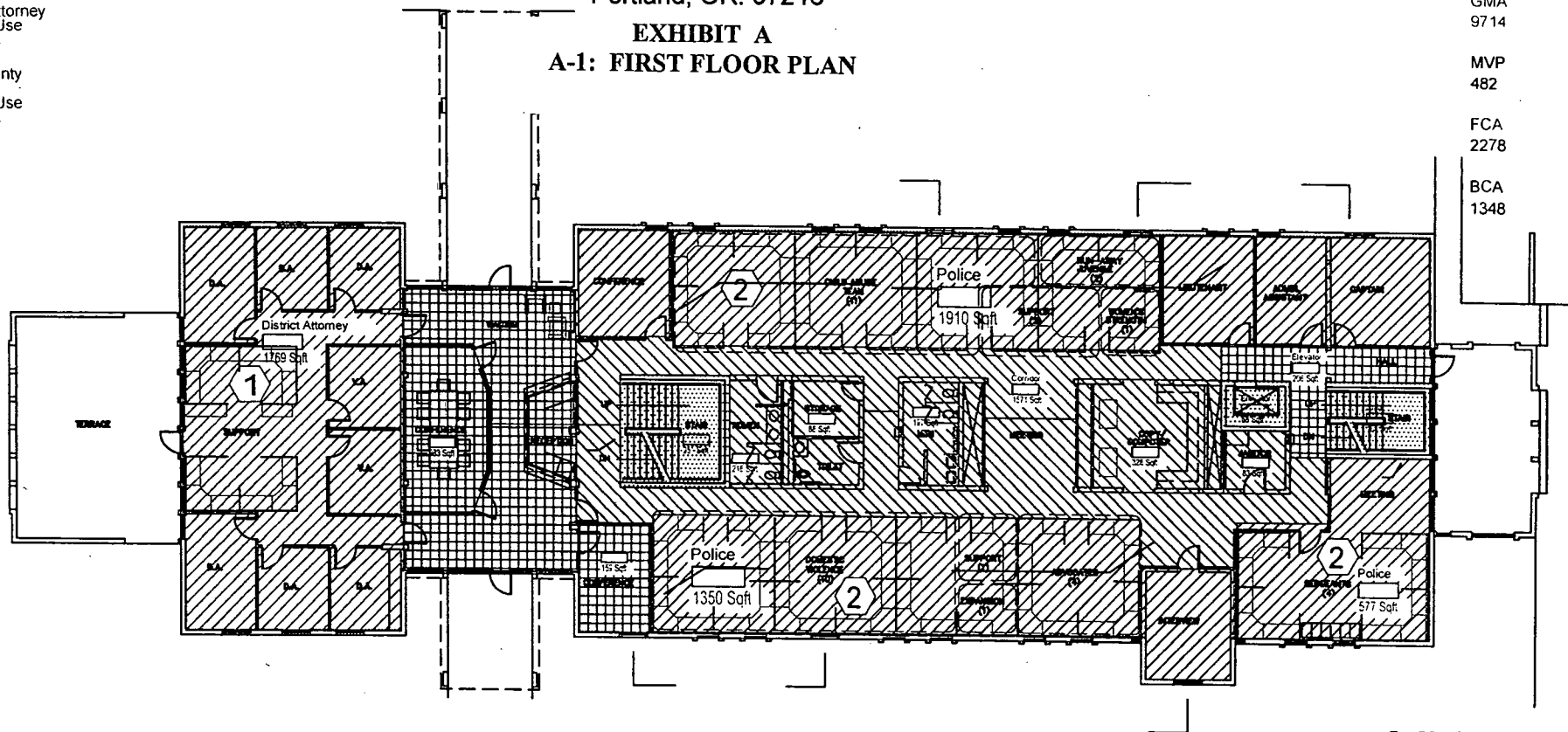
Floor Information

GMA
9714

MVP
482

FCA
2278

BCA
1348



For BDMC Use Only

GBA
9999
TCS
0

(0.1% variance allowance)
+ 1 Sq Ft

Control # 394

Figures above represent occupied areas by tenant and do not reflect total billable square footage. For example, the figures above do not include common areas. For further information contact Facility Services Manager.

January 2003
Esther Lugalía

1st Floor

Measured by: Michael Khaligh
Date: 27 January 2003

Tenant Information

① Non-County
State DHS
General Use
4116

GATEWAY CHILDREN'S CENTER-MDT- #439

10225 E. Burnside Street
Portland, OR. 97216

EXHIBIT A **A-2: SECOND FLOOR PLAN**

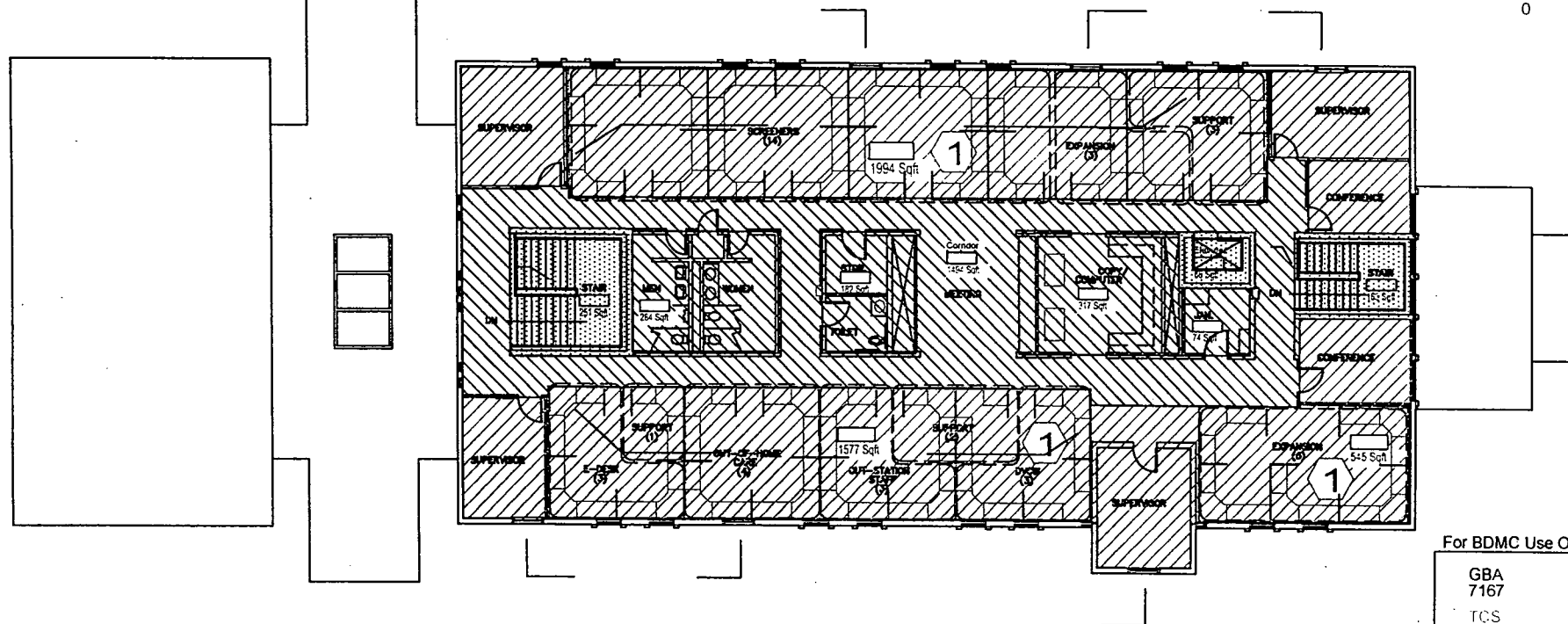
Floor Information

GMA
6950

MVP
482

FCA
2352

BCA
0



For BDMC Use Only

GBA
7167

TCS
0

(0.1% variance allowance)
+1 Sq Ft

Control # 394

Figures above represent occupied areas by tenant and do not reflect total billable square footage. For example, the figures above do not include common areas. For further information contact Facility Services Manager.

January 2003
Esther Lugalia

Second Floor

Measured by: Michael Khaligh
Date: 28 January 2003

EXHIBIT B
GATEWAY CHILDREN'S CENTER
(GCC)

PARKING GUIDELINES

1. Twenty spaces will be reserved for visitors. Visitor spaces will be marked. Social Services building receptionist will provide visitor passes. Accommodation will be made for visitors with children to conveniently pick up passes.
2. Staff who must have a car due to disability will get a space. There are four designated handicap spaces.
3. Staff who must have their own vehicle for work purposes will get a space; however, staff who can park-and-ride should, and employers who provide Tri-Met passes should expect employees to use them.
4. Publicly owned (government) vehicles will be identified as such, except in such cases where the government vehicle as a matter of police policy is not marked.
5. Visitor spaces will be marked. All other spaces will be marked as reserved and numbered.
6. Employers should encourage staff to park on street (102nd or E. Burnside) whenever possible.
7. Itinerant staff who use the building occasionally will follow the same direction under #3. Tri-Met Park & Ride lots at Gateway or 122nd can be used for the brief commute to the Gateway Children's Center.
8. Remaining spaces will be allocated based on number of staff (e.g. If a GCC tenant (~~Morrison Center~~) has 10% of GCC staff, so would get 10% of remaining parking spaces.)

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: R-4

Est. Start Time: 9:50 AM

Date Submitted: 11/24/03

Requested Date: December 4, 2003

Time Requested: 5 Minutes

Department: Business and Community Services **Division:** Land Use & Transportation

Contact/s: Gary Clifford / Karen Schilling

Phone: 503-988-3043

Ext.: 26782

I/O Address: 455/116

Presenters: Gary Clifford

Agenda Title: An Ordinance Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Adopt the ordinance as recommended by the Portland Planning Commission and Portland City Council.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** On October 11, 2001 the Board adopted Ordinance 967 (effective date January 1, 2002) adopting, in summary, the Portland Comprehensive Plan and zoning ordinance. The County and the City of Portland have been engaged in agreements enabling the City of Portland to provide planning services to achieve compliance with the Metro Functional Plan for those areas outside the City limits, but within the urban growth boundary and urban service boundary of Portland. Since the adoption of Ordinance 967 and subsequently Ordinance 997, the attached ordinances have been passed by the City Council and therefore the County must adopt them pursuant to our intergovernmental agreement

to keep the code up to date. Multnomah County and the City of Portland entered into an Intergovernmental Agreement (IGA) to transfer land use planning responsibilities on January 1, 2002. The IGA lays out a process requiring the County to ensure that any City Council adopted amendments to the City comprehensive plan, zoning code and other regulations adopted by the County Board of Commissioners will be considered by the County Board of Commissioners at the earliest possible meeting. It also states "The County Board of Commissioners shall enact all comprehensive plan and code amendments so that they take effect on the same date specified by the City's enacting ordinance" (unless adopted by emergency). The City will have taken action on all of the above items by the hearing date of this ordinance. If the County does not adopt these amendments, the IGA will be void and the County will be required to resume responsibility for planning and zoning administration within the affected areas.

3. **Explain the fiscal impact (current year and ongoing).** NA
4. **Explain any legal and/or policy issues.** State law requires a notice be placed in a newspaper of general circulation 10 days prior (11/24/03) to the BCC hearing. We request adoption of this ordinance by emergency to coincide with the City of Portland adoption date (12/10/03) as stated in the IGA. The County Attorney's office was involved in the drafting of the original IGA and has been involved in coordinating our compliance effort through adoption of these code amendments.
5. **Explain any citizen and/or other government participation that has or will take place.** The City included the County affected property owners in their noticing for these code revisions when required pursuant to the IGA and directed them to the City legislative process.

Required Signatures:

Department/Agency Director:



Date: 11/24/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. ____

Amending County Land Use Code, Plans And Maps To Adopt Portland's Recent Land Use Code, Plan And Map Revisions In Compliance With Metro's Functional Plan And Declaring An Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On November 13, 2003, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1020.
- f. Since the adoption of Ordinance 1020, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 6. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibits 1 through 6 and effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance amending Title 33 to amend the Northwest District Plan to add a Parking Policy and Regulations. (PDX Ord. #178020)	12/20/2003
2	Revised New Language for 33.562.130.G (Exhibit A to PDX Ord. #178020)	12/20/2003
3	Northwest District Plan Parking Policy and Regulations (Exhibit A)	11/5/2003
4	Northwest District Plan Parking Policy and Regulations Findings (Exhibit B)	11/5/2003
5	Ordinance amending Title 33 to exempt development on certain vacant lots in the R5 zone from minimum lot size standards. (PDX Ord. #178045)	12/10/03
6	Planning Commission recommended Draft of Policy Package 2-A; Minimum lot size exemption for vacant lots.	11/10/03

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON

REVIEWED:

By Sandra Duffy
Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

1. Ordinance amending Title 33 to amend the Northwest District Plan to add a Parking Policy and Regulations. (PDX Ord. #178020)
2. Revised New Language for 33.562.130.G (Exhibit A to PDX Ord. #178020)
3. Northwest District Plan Parking Policy and Regulations (Exhibit A)
4. Northwest District Plan Parking Policy and Regulations Findings (Exhibit B)
5. Ordinance amending Title 33 to exempt development on certain vacant lots in the R5 zone from minimum lot size standards. (PDX Ord. #178045)
6. Planning Commission recommended Draft of Policy Package 2-A; Minimum lot size exemption for vacant lots.

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1021

Amending County Land Use Code, Plans and Maps to Adopt Portland's Recent Land Use Code, Plan and Map Revisions in Compliance with Metro's Functional Plan and Declaring an Emergency

The Multnomah County Board of Commissioners Finds:

- a. The Board of County Commissioners (Board) adopted Resolution A in 1983 which directed the County services towards rural services rather than urban.
- b. In 1996, Metro adopted the Functional Plan for the region, mandating that jurisdictions comply with the goals and policies adopted by the Metro Council.
- c. In 1998, the County and the City of Portland (City) amended the Urban Planning Area Agreement to include an agreement that the City would provide planning services to achieve compliance with the Functional Plan for those areas outside the City limits, but within the Urban Growth Boundary and Portland's Urban Services Boundary.
- d. It is impracticable to have the County Planning Commission conduct hearings and make recommendations on land use legislative actions pursuant to MCC 37.0710, within unincorporated areas inside the Urban Growth Boundary for which the City provides urban planning and permitting services. The Board intends to exempt these areas from the requirements of MCC 37.0710, and will instead consider the recommendations of the Portland Planning Commission and City Council when legislative matters for these areas are brought before the Board for action as required by intergovernmental agreement (County Contract #4600002792) (IGA).
- e. On November 13, 2003, the Board amended County land use codes, plans and maps to adopt the City's land use codes, plans and map amendments in compliance with Metro's Functional Plan by Ordinance 1020.
- f. Since the adoption of Ordinance 1020, the City's Planning Commission recommended land use code, plan and map amendments to the City Council through duly noticed public hearings.
- g. The City notified affected County property owners as required by the IGA.

- h. The City Council adopted the land use code, plan and map amendments, set out in Section 1 below and attached as Exhibits 1 through 6. The IGA requires that the County adopt these amendments for the City planning and zoning administration within the affected areas.

Multnomah County Ordains as follows:

Section 1. The County Comprehensive Framework Plan, community plans, rural area plans, sectional zoning maps and land use code chapters are amended to include the City land use code, plan and map amendments, attached as Exhibits 1 through 6 and effective on the same date as the respective Portland ordinance:

Exhibit No.	Description	Effective / Hearing Date
1	Ordinance amending Title 33 to amend the Northwest District Plan to add a Parking Policy and Regulations. (PDX Ord. #178020)	12/20/2003
2	Revised New Language for 33.562.130.G (Exhibit A to PDX Ord. #178020)	12/20/2003
3	Northwest District Plan Parking Policy and Regulations (Exhibit A)	11/5/2003
4	Northwest District Plan Parking Policy and Regulations Findings (Exhibit B)	11/5/2003
5	Ordinance amending Title 33 to exempt development on certain vacant lots in the R5 zone from minimum lot size standards. (PDX Ord. #178045)	12/10/03
6	Planning Commission recommended Draft of Policy Package 2-A; Minimum lot size exemption for vacant lots.	11/10/03

Section 2. In accordance with ORS 215.427(3), the changes resulting from Sections 1 of this ordinance shall not apply to any decision on an application that is submitted before the applicable effective date of this ordinance and that is made complete prior to the applicable effective date of this ordinance or within 180 days of the initial submission of the application.

Section 3. In accordance with ORS 92.040(2), for any subdivisions for which the initial application is submitted before the applicable effective date of this ordinance, the subdivision application and any subsequent application for construction shall be governed by the County's land use regulations in effect as of the date the subdivision application is first submitted.

Section 4. Any future amendments to the legislative matters listed in Section 1 above, are exempt from the requirements of MCC 37.0710. The Board acknowledges, authorizes and agrees that the Portland Planning Commission will act instead of the Multnomah Planning Commission in the subject unincorporated areas using the City's own procedures, to include notice to and participation by County citizens. The Board will consider the recommendations of the Portland Planning Commission when legislative matters for County unincorporated areas are before the Board for action.

Section 5. An emergency is declared in that it is necessary for the health, safety and general welfare of the people of Multnomah County for this ordinance to take effect concurrent with the City code, plan and map amendments. Under section 5.50 of the Charter of Multnomah County, this ordinance will take effect in accordance with Section 1.

FIRST READING AND ADOPTION: December 04, 2003



BOARD OF COUNTY COMMISSIONERS,
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*
Sandra N. Duffy, Assistant County Attorney

EXHIBIT LIST FOR ORDINANCE

1. Ordinance amending Title 33 to amend the Northwest District Plan to add a Parking Policy and Regulations. (PDX Ord. #178020)
2. Revised New Language for 33.562.130.G (Exhibit A to PDX Ord. #178020)
3. Northwest District Plan Parking Policy and Regulations (Exhibit A)
4. Northwest District Plan Parking Policy and Regulations Findings (Exhibit B)
5. Ordinance amending Title 33 to exempt development on certain vacant lots in the R5 zone from minimum lot size standards. (PDX Ord. #178045)
6. Planning Commission recommended Draft of Policy Package 2-A; Minimum lot size exemption for vacant lots.

Prior to adoption, this information is available electronically or for viewing at the Multnomah County Board of Commissioners and Agenda website (www.co.multnomah.or.us/cc/WeeklyAgendaPacket/). To obtain the adopted ordinance and exhibits electronically, please contact the Board Clerk at 503-988-3277. These documents may also be purchased on CD-Rom from the Land Use and Transportation Program. Contact the Planning Program at 503-988-3043 for further information.

**SUBSTITUTE
178020**

ORDINANCE No.

As Amended

Amend the Northwest District Plan to add a Parking Policy and Regulations (Ordinance; amend Code Chapters 33.562, 33.815, 33.910)

The City of Portland Ordains:

Section 1. The Council finds:

1. Portland's *Comprehensive Plan* was adopted on October 16, 1980, acknowledged for compliance with Statewide Planning Goals on May 3, 1981, and again on January 25, 2000, and updated as a result of periodic review in June 1988, January 1991, March 1991, September 1992, and May 1995.
2. Oregon Revised Statutes (ORS) 197.628 requires cities and counties to review their comprehensive plans and land use regulations periodically and make changes necessary to keep plans and regulations up-to-date and in compliance with Statewide Planning Goals and State laws. Portland is also required to coordinate its review and update of the *Comprehensive Plan* and land use regulations with State plans and programs.
3. The *Northwest District Policy Plan*, adopted in 1975 and revised in 1977, was incorporated into Portland's *Comprehensive Plan* in 1980.
4. Portland *Comprehensive Plan* Goal 3, Neighborhoods, calls for preserving and reinforcing the stability, diversity, residential quality, and economic vitality of the City's neighborhoods, while allowing for increased density.
5. Portland *Comprehensive Plan* Policy 3.6, Neighborhood Plan, encourages the creation of neighborhood plans to address issues and opportunities at a scale that is more refined and more responsive to neighborhood needs than can be attained under the broad outlines of the City's *Comprehensive Plan*.
6. Neighborhood and district plans serve as components of the *Comprehensive Plan* and are intended to promote patterns of land use, urban design, infrastructure facilities and services that encourage and contribute to the economic, social, and physical health, welfare, and safety of the neighborhood and the city.
7. In November 1999, the Northwest District Association Board of Directors adopted the Northwest District Neighborhood Plan, intending it to serve as an update of the 1977 City-adopted *Northwest District Policy Plan*. In June 2000, City Council directed the Bureau of Planning to review the Northwest District Neighborhood Plan and take it through the formal City adoption process. The *Northwest District Plan* was adopted on September 24, 2003, to replace the *Northwest District Policy Plan*. The *Northwest District Plan* Parking Policy and Regulations (Parking Policy and Regulations) are being

adopted separately from the rest of the *Northwest District Plan*, due to issue complexity and implementation strategy coordination, but will be incorporated into the rest of the plan upon adoption. The Northwest District Neighborhood Plan served as the foundation for the recently adopted *Northwest District Plan* and for the Parking Policy and Regulations adopted by this Ordinance.

8. In 2000 the Portland Office of Transportation (PDOT) initiated the *Northwest Portland On-Street Parking Plan* project. With input from a diverse citizen advisory committee, PDOT developed an on-street parking *Concept Plan*, released in January 2002. The *Concept Plan* sought to discourage parking by PGE Park patrons and commuters, to mitigate the impacts of automobile traffic and to increase the supply of off-street parking in Northwest Portland.
9. The *Concept Plan* outlines parking management provisions such as an on-street pay-to-park and permit program. However, there are other implementation strategies in the *Concept Plan* that pertain to the supply of off-street parking, such as shared-use of accessory parking and siting new commercial parking structures, that are appropriately addressed by changes in the Zoning Code. The *Northwest District Plan* and the Parking Policy and Regulations make these changes.
10. Public involvement and outreach activities included consultation with citizen and technical advisory committees, and an open house. Staff also attended numerous neighborhood and business association meetings and convened a special advisory group of neighborhood and business interests to provide input on proposals.
11. The Parking Policy and Regulations were developed by the Bureau of Planning with participation from interested neighborhood and business associations, property owners, business persons and citizens, and the Office of Transportation.
12. The Parking Policy and Regulations implement, or are consistent with, the Statewide Planning Goals, the Region 2040 Growth Concept, the Metro Urban Growth Management Functional Plan, and the Portland *Comprehensive Plan*, as described in the Parking Policy and Regulations Findings document, which is attached to and incorporated by reference as a part of this Ordinance.
13. The Notice of Proposed Action and two copies of the *Northwest District Plan* (which included the initial Parking Policy and Regulations proposal) were mailed to the Oregon Department of Land Conservation and Development as required by ORS 197.610 on October 8, 2002.
14. Notice of the November 26, 2002 Portland Planning Commission and November 21, 2002 Portland Design Commission hearings on the proposed *Northwest District Plan* was mailed to 1,060 interested parties on October 18, 2002. A Measure 56 notice of the November 26, 2002 Planning Commission and November 21, 2002 Design Commission public hearings on the proposed *Northwest District Plan* was mailed to all property owners potentially affected by proposed zoning and design-related changes on October 18, 2002.

15. On November 21 and December 5, 2002 and January 9 and 16, 2003, the Portland Design Commission held public hearings on the Proposed *Northwest District Plan*, which included testimony on Parking Policy and Regulations. The Design Commission recommended that City Council adopt the design-related provisions of the *Northwest District Plan* as amended.
16. On November 26, 2002, the Portland Planning Commission held a public hearing on the Proposed *Northwest District Plan*. On April 8, 2003 the Planning Commission recommended that City Council adopt the Recommended *Northwest District Plan*, which included the parking strategies now known as Parking Policy and Regulations.
17. Notice of the May 21, 2003 City Council public hearing on the recommended *Northwest District Plan* (including the Parking Policy and Regulations) was mailed to individuals who testified at the Planning Commission and Design Commission hearings and other interested individuals on April 18, 2003. A Measure 56 notice of the May 21, 2003 City Council public hearing was mailed on April 18, 2003 to all property owners potentially affected by Planning Commission recommended zoning code parking amendments.
18. After the initial City Council hearing of the entire *Northwest District Plan* on May 21, the Parking Policy and Regulations were discussed by City Council separately from the rest of the Recommended *Northwest District Plan* on June 19, August 28, and October 30. After receiving public testimony, City Council decided to proceed with adoption of a Parking Policy and off-street parking implementation strategies, but to delay implementation of the on-street program.
19. Upon adoption, the Parking Policy and Regulations will amend the adopted *Northwest District Plan*, which provides a comprehensive land use and transportation policy framework for the Northwest District.
20. The policy, objectives, and zoning implementation measures associated with the Parking Policy and Regulations of the *Northwest District Plan* will serve as an official guide to the parking aspect of public and private decision-making and investment in the plan area.
21. The Parking Policy provides long-term guidance on an integrated parking strategy designed to address a long-standing parking supply and management problem, while protecting the district's livability and urban character. Key elements are 1) a metered on-street parking and permit program 2) a local transportation management association (TMA) 3) a zoning provision to allow shared use of existing accessory parking 4) a zoning provision to allow addition of a limited amount of new structured commercial parking at specific locations, and 5) various provisions including development standards and design review intended to protect neighborhood character. However, City Council decided that immediate implementation of an on-street and permit program and a TMA should be delayed based on public input.

22. The Parking Policy and Regulations amendment to the *Northwest District Plan* provides the policy framework for the overall parking strategy and implements land use and zoning components, including shared use of accessory parking, provisions to allow a limited number of new commercial parking structures, along with related development standards.

NOW, THEREFORE, the Council directs:

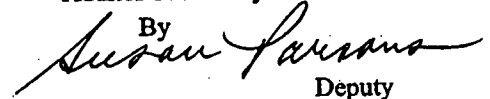
- a. The Comprehensive Plan is amended to add a Parking Policy to the *Northwest District Plan*, as shown in the attached Exhibit A.
- b. Title 33, Planning and Zoning, of the Code of the City of Portland, Oregon is amended as shown in the attached Exhibit A.
- c. The Parking Policy and Regulations Findings, as shown in the attached Exhibit B, are adopted.
- d. The commentary in the attached Exhibit A, Parking Policy and Regulations, is adopted as legislative intent and as further findings.
- e. The Office of Transportation shall return to City Council with a status report on implementation of a comprehensive on-street parking plan and development of a Transportation Management Association (TMA) by February 15, 2004.

Section 2. This Ordinance shall be in full force and effect 45 days after Council adoption.

Passed by the Council, NOV 05 2003

Mayor Vera Katz
Debbie Bischoff
October 30, 2003

GARY BLACKMER
Auditor of the City of Portland

By

Deputy

Northwest District Plan

Parking Policy and Regulations

Exhibit A

Adopted by City Council on November 5, 2003
(goes into effect on December 20, 2003)



November 5, 2003

CITY OF PORTLAND, OREGON
BUREAU OF
Planning

Exhibit 2

Acknowledgements

Portland City Council

Vera Katz, Mayor
Jim Francesconi, Commissioner
Randy Leonard, Commissioner
Dan Saltzman, Commissioner
Erik Sten, Commissioner

Portland Planning Commission

Richard Michaelson, President
Ethan Seltzer, Vice President
Ingrid Stevens, Vice President
Ernie Bonner (term completed 1/14/03)
Amanda Fritz
Larry Hilderbrand
Paul Schlesinger
Ronald Sykes

Portland Bureau of Planning

Vera Katz, Mayor, Commissioner-in-Charge
Gil Kelley, Planning Director
Joe Zehnder, Principal Planner

Project Staff

Debbie Bischoff, Senior Planner, Project Manager
Nicholas Starin, City Planner

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Introduction

On November 5, 2003 City Council adopted a substitute ordinance that amends the *Northwest District Plan*, known as the Northwest District Plan *Parking Policy and Regulations*. This report contains a the most up-to-date version of a parking policy and implementing regulations, revised to include amendments discussed and approved by City Council at hearings held on May 21, June 19, August 28, and October 30, 2003.

A key modification made at these hearings was to separate implementation of the proposed on-street parking program from off-street parking provisions. The revised document also includes a few technical corrections to improve the organization and readability of the code language. These changes are not considered substantive. The use of strikethrough and underlined words indicate the changes made since the original proposal was presented to City Council on May 21.

The *Parking Policy and Regulations* will be amendments to the *Northwest District Plan*, the Comprehensive Plan, and the Zoning Code (primarily Chapter 33.562, Northwest Plan District) and will go into effect on December 20, 2003.

On September 24, 2003, the City Council approved the non-parking-related components of the *Northwest District Plan*, which will go into effect on November 8, 2003.

PARKING POLICY, OBJECTIVES and ACTION ITEMS

Northwest District Plan **Policy 4: Parking**

Discussion

The mix of commercial activity and high residential density in the Northwest District creates a situation where parking demand far exceeds supply. This is especially true in the core area between W. Burnside, NW Pettygrove, I-405 and NW 25th, where many land uses were developed with little or no on-site parking. The question of how to address parking issues has preoccupied and polarized NW resident and business organizations for over a decade.

One view sees managing parking and related traffic as essential to preserving neighborhood character and livability. This point of view has been heightened as the community faced the prospect of overflow parking from PGE Park events and commuters using the streetcar to access downtown. Another view sees regulating short-term on-street parking as a threat to the competitive position and viability of the community's small and independent retail businesses, which also affects neighborhood livability. This point of view has been heightened as other urban retail areas have emerged with large supplies of off-street parking, such as the nearby Pearl District.

Independent of the *Northwest District Plan*, the Portland Office of Transportation has been working, since 1999, with Northwest residents and businesses on a Northwest On-Street Parking Plan to address these issues. The best chance to address the parking supply issue comes from a combined land use, parking and transportation management approach that combines elements of the two plans, which are described below. The timing for implementation of these elements, with participation from the City and local community will vary, but are essential for successful parking management and neighborhood livability and vitality.

1. Manage the Supply of On-street Parking

- Better manage the on-street parking supply shared by residents, businesses and visitors through creation of a "pay-to-park" district.
- Tailor time limits (such as 2-hour or 4-hour parking) to encourage turnover, keep a supply of parking available and discourage commuter and PGE Park event parking where appropriate.
- Create a permit program that exempts residents and a certain number of employees from the "pay-to-park" limits and provides incentive for residents and employees to use a means of transportation other than driving.
- Keep part of the revenues generated by the pay-to-park in the Northwest District to be used for local transportation demand management programs and parking improvements.
- Consider restricting some block faces to on-street parking by residents or permit-holders only.

Establishing a pay-to-park system creates a flexible tool to manage the use of the limited on-street parking supply. Time limits can be tailored to balance the competing parking needs such as using turnover to keep spaces available for shoppers. The combination of better management of on-street parking and the availability of funds for improvements in the District could be a powerful means of addressing the chronic parking issues in the Northwest District.

2. Establish a Transportation Management Association

The establishment of a Northwest District Transportation and Parking Management Association (NW-TPMA) is a key component to implement parking and transportation system strategies as well as maintaining and enhancing the area's livability and economic vitality. The NW-TPMA would have permanent staff and a board made up of diverse stakeholders from within the community. Its roles and functions would include:

- On-going management of parking and permit programs, including the licensing and monitoring of shared parking in the Northwest Plan District area;
- Oversee, with the City, the use of the community's share of on-street parking revenues;
- Create and implement programs to encourage residents, employees and visitors to use transportation modes other than driving, e.g., transit passes, with the goal of increasing the percentage of non-automobile travel use in the community;
- Support for the creation of a limited number of additional off-street parking spaces;
- Identify and develop pedestrian, streetscape and other transportation-related livability improvements in the neighborhood;
- Monitor, evaluate, and modify NW-TPMA programs and activities; and
- Recommend to the City, TriMet and Metro, other transportation system improvements that are important for continued implementation and improvement of the parking plan.

3. Increase the Supply of Off-Street Parking

The complement to optimizing use of the on-street parking supply is to marginally increase the supply of off-street parking in the high-density residential areas adjacent to the busy commercial main streets, NW 21st and NW 23rd Avenues. The narrowness and small size of the parcels along these streets provides few, if any, sites appropriately zoned and configured for commercial parking structures.

The implementation approach would allow for the development of new off-street parking in a very controlled way, through a limited number of small parking structures that would be

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allowed on specifically identified sites. (See Zoning Code Amendments to Sections 33.562.130, Map 562-3, and 33.815.308).

Zoning Code changes provide for two types of off-street commercial parking – 1. Small decks allowed as permitted uses, and 2. Larger structures potentially allowed as a conditional use. Both types would be subject to design review. The four “permitted use” sites identified would be limited to 75 or 110 spaces depending on the site. The “conditional use” sites allow for larger parking structures on the permitted sites and two additional locations. See Map 562-3. The total number of permitted or conditional use spaces would be capped. The cap was set to provide assurance that the increase in parking is large enough to make a difference for continuing economic vitality while not significantly affecting the District’s overall traffic capacity and livability.

All sites eligible for commercial parking consideration must meet the base zone and Northwest plan district development standards. The specifics of this approach includes the following:

- **General applicability:** The commercial parking proposal only applies to specifically mapped locations south of NW Kearney Street. The majority of sites include a portion of the site zoned CS and abuts NW 21st or 23rd Avenues. A concerted effort has been made to minimize the likelihood of demolition of historic contributing or landmark structures.
- **Allowed parking locations:** Four identified sites may build commercial parking as allowed uses based on certain requirements and a maximum number of parking spaces. Design review is required for all sites to ensure a quality structure that fits in with the character of and minimizes impacts in the neighborhood.
- **Conditional use reviewed locations:** Two sites have been identified as possible locations for larger parking structures subject to Conditional Use review and design review. Applicants associated with the four “allowed” sites, as described above, may also apply for conditional use approval if they desire to exceed the allowable number of commercial parking spaces. The following specific transportation criterion will be applied in the conditional use review of a commercial parking project:

The transportation system must be capable of supporting the proposed use in addition to the existing uses in the area. Evaluation findings must demonstrate that

- Signalized intersections near the site will operate at an acceptable level of service or will not be significantly degraded by the proposed use;
- The proposed use does not create a significant adverse impact on on-street parking;
- The location of parking structure vehicular access minimizes the impact of traffic circulation on local service streets; and
- The design for the proposed use provides safe operation of motor vehicle access and does not significantly degrade the safety of other modes.

- **Cap the total amount of parking:** The total number of commercial off-street parking spaces developed under Zoning Code Section 33.562.130 is capped at 650 spaces. Up to 450 parking spaces may be approved under the conditional use review provision. This applies to the two mapped Type C “conditional use” sites and through the condition use review on the four Type A and B sites, if the total number of spaces requested for these sites exceeds the number of spaces allowed by its designated type. Once the overall 650 space cap is reached from some combination of allowed and conditional use projects, no new commercial parking structures may be permitted under this Zoning Code regulation.
- **Require Historic Design and Community Design Guideline review:** for mapped sites to ensure a quality structure and one that fits in with the character of and minimizes impacts to the neighborhood. Historic design review is required because all sites are located within the Alphabet Historic District
- **Base zone and Northwest plan district development regulations apply:** Unless noted under the commercial parking regulation for the Northwest plan district, base zone and other Northwest plan district development regulations apply. For example, ground floor active uses along the main streets and parking behind active uses are plan district requirements. For most of the sites on Map 562-3 which are split zoned between Commercial Storefront (CS) and Medium Density Multi-Dwelling Residential (R1) or High Density Multi-Dwelling Residential (RH) zones, the primary zone for these sites is CS, and the CS development standards will apply. There are also setback standard exceptions for two of the smallest parking sites, Papa Haydn’s and Restaurant Row, (sites 4 and 5 on Map 562-3.) Overall, the maximum building height for commercial parking structures will be based on the number of allowed based on the zoning – 30’ for the portion of the site in an R zone, and 45’ in the portion of the site in the CS zone.

4. Make Efficient Use of Existing Off-street Parking

There is such a limited amount of parking in the Northwest District that fully utilizing the available supply can make a big difference. One way to do this is to allow shared-use of off-street lots spaces. Implementing this concept is a Zoning Code provision to allow accessory parking spaces in residential areas to be leased to area residents, employers and valet parking services (see Section 33.562.290 Use of Accessory Parking for Commercial Parking). Initially this provision would be administered by the City’s Bureau of Development Services for up to two years, until the NW-TPMA is operational. Then shared parking would be administered and monitored by the NW-TPMA, and illegal shared parking operations, which would be zoning violations, would be enforced by the City Bureau of Development Services.

Since these existing lots tend to be in residential areas, it is important to avoid the potential nuisance that could result if the lots were operated like a general commercial parking lot. The interim provision would only allow shared parking on mapped sites (Map 562-8) for the specific parking uses mentioned above. When the NW-TPMA is operational mapped and non-mapped parking facilities could be considered for sharing parking use. Since these are lease only agreements, the NW-TPMA in reviewing and approving shared parking could contain provisions that allow cancellation if the use becomes a nuisance.

Second, use of an accessory parking lot for shared use parking in the NW Plan District would require a license that would include at a minimum the following information: the number of parking spaces to be used for shared parking, the purpose of the operation such as additional parking for residents, the hours of shared parking use and other conditions of approval, and a statement from the site owner(s) agreeing to manage the shared parking so that parking for the primary use is maintained. The NW-TPMA would also monitor the effectiveness of these facilities to ensure they do not become a nuisance and are utilized for the expressed purpose. The NW-TPMA would have the power to revoke a license that has created a nuisance and inform the City of such.

5. Protect Neighborhood Character and Promote Better Design

Poorly designed off-street parking can be very detrimental to neighborhood appearance and character. The problem could be avoided by some basic development and design strategies, which are included in the *Northwest District Plan* Zoning Code and this amendments package, or are applied in the Alphabet Historic District Design Guidelines or Community Design Guidelines such as the following:

- Establish development standards, conditional use approval criteria and design review for structured parking;
- Limit the building height of commercial parking structures to 30' on the portion of the site in a residential zone;
- Require surface and ground-level structured parking to locate behind active-use building areas along main streets and the streetcar line;
- Limit the number of sites and amount of parking spaces for new commercial parking structures;
- Design buildings to match architectural details and proportions of surrounding buildings and adjacent landmarks for structured parking in the Alphabet Historic District; and
- Design site and building features that reflect the area's character and neighborhood traditions, and integrating parking garages in an attractive manner that complement its surroundings per Community Design Guideline D.4.

Parking Policy

Provide and manage parking to serve the community while protecting and enhancing the livability and urban character of the district.

Parking Objectives

- A. Reduce the demand for automobile parking.
- B. Provide for efficient use of on- and off-street parking through such means as “shared use” of parking facilities and minimizing the number and size of curb cuts.
- C. Accommodate a limited amount of additional structured off-street commercial parking while preserving the overall pedestrian-friendly character of the district, and mitigating for negative impacts.
- D. Minimize the impacts of off-street parking along main streets and the Portland Streetcar line.
- E. Discourage parking in the district by PGE Park patrons and Central City commuters.
- F. Encourage turnover of on-street visitor parking.
- G. Focus short-term patron parking along NW 21st and 23rd Avenues.
- H. Encourage new off-street parking to locate within structures.
- I. Limit the size of new surface parking lots.

Action Chart: Parking

#	Action	Time				Implementers
		Adopt With Plan	On-Going	Next 5 Years	6 to 20 Years	
PROJECTS						
TP1	Develop a parking management strategy that includes <ul style="list-style-type: none">On-street parking regulation,Transportation demand management programs,Limited increase in off-street parking supply andStreet and sidewalk project investments to improve community livability and safety, andCreation of a Transportation and Parking Management Association to oversee ongoing management of the NW transportation and parking program.	✓				PDOT, NHBA, NWDA, BOP
PROGRAMS						
TP2	Establish an on-street management program that utilizes pay-to-park regulations and a permit program for residents and employers. Earmark part of the revenue generated by the pay-to-park program for expenditure on transportation demand and parking improvements in the NW District.	✓	✓			PDOT, NHBA, NWDA, BOP
TP3	Authorize creation of Create a Northwest Transportation and Parking Management Association (NW-TPMA). Undertake activities to establish board and organization.	✓	✓			PDOT, NHBA, NWDA, BOP
TP4	Preserve on-street parking spaces and reduce auto-pedestrian conflicts by eliminating unneeded curb cuts, minimizing the width of curb cuts, and consolidating driveways as properties redevelop.		✓			PDOT, BDS BOP,
TP5	Review whether existing on-street parking limitations and signage are still appropriate for adjacent land uses.		✓			NHBA, Private
TP6	Continue enforcing parking regulations through frequent patrols.		✓			PDOT, PB
TP7	Consider citywide application of the urban fence provision for parking areas after careful consideration of stormwater management and parking lot landscaping issues.			✓		BDS, BES, BOP

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#	Action	Time				Implementers
		Adopt With Plan	On-Going	Next 5 Years	6 to 20 Years	
REGULATIONS						
TP8	Allow a limited amount of structured commercial parking on specific residentially zoned properties adjacent to CS-zoned properties along NW 23 rd and NW 21 st Avenues.	✓				BOP
TP9	Allow “shared use” of <u>existing</u> accessory parking facilities <u>in plan district residential zones</u> by <u>district residents, employees and valet-services</u> and <u>encourage the “shared use” of parking in commercial and employment zones.</u>	✓				BOP, NW-TPMA
TP10	Eliminate minimum parking requirements in the Northwest Plan District.	✓				BOP
TP11	Limit new surface parking lots to 20,000 square feet per site.	✓				BOP
TP12	Encourage accessory parking to locate in a structure by exempting 50% of above grade parking from the maximum FAR calculation and by providing an underground parking bonus in the most urban part of the plan district.	✓				BOP
TP13	Require new commercial parking structures associated with a residential zone, as identified on a zoning map, to locate in a structure	✓				BOP

ZONING CODE AMENDMENTS

Zoning Code Amendments

The City's *Zoning Code* is an important tool for implementing the Parking Policy amendments to the *Northwest District Plan*. There are several changes to Title 33, Planning and Zoning pertaining to:

Chapter 33.562, Northwest Plan District
Chapter 33.815, Conditional Uses
Chapter 33.910, Definitions

The following conventions are used in this section:

- Odd-numbered pages show *Zoning Code* language with suggested changes.
- New code language to the parking regulations since presented in the *Planning Commission Recommended Northwest District Plan* (April 2003) is underlined unless noted at the top of the section.
- Code language to be removed from the recommended parking regulations is shown in ~~striketrough~~.
- Even-numbered pages contain staff commentary on the recommended changes, **presented in Comic Sans typeface**. This commentary is descriptive and indicates the intent of the proposals and will not be adopted into the *Zoning Code*.

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Northwest Plan District - Chapter 33.562

The table of contents for the Northwest Plan District Chapter 33.562 would be amended with the addition of two new sections and two new maps.

Note: the table of contents has been updated to assume prior adoption of the *Northwest District Plan* and amendments to Chapter 562, (adopted by Council on September 24 with an effective date of November 8). The *Parking Policy and Regulations* amendments would be subsequently adopted and would amend the recently adopted amendments to Chapter 562.

CHAPTER 33.562
NORTHWEST PLAN DISTRICT
(Added by: Ord. No. 175877, effective 9/21/01.)

Sections:

General

- 33.562.010 Purpose
- 33.562.020 Where the These Regulations Apply

Use Regulations

- 33.562.100 Residential Use Limitation
- 33.562.110 Retail Sales And Service Uses in the EX Zone
- 33.562.120 Retail Sales And Service and Office Uses in the RH Zone
- 33.562.130 Commercial Parking in Multi-Dwelling Zones

Development Standards

- 33.562.200 Purpose
- 33.562.210 Maximum Height
- 33.562.220 Floor Area Ratios
- 33.562.230 Bonus Options
- 33.562.240 Standards on Main Streets and the Streetcar Alignment
- 33.562.250 Drive-Through Facilities Prohibited
- 33.562.260 Mechanical Equipment in the EX zone
- 33.562.270 Minimum Active Floor Area
- 33.562.280 Parking
- 33.562.290 Use of Accessory Parking for Commercial Parking

Map 562-1 Northwest Plan District

Map 562-2 Limited Use Areas

Map 562-3 Commercial Parking in Multi-Dwelling Zones

Map 562-4 Maximum Heights

Map 562-5 Floor Area Ratios

Map 562-6 Bonus Areas

Map 562-7 Areas with Special Development Standards

Map 562-8 Sites where Accessory Parking May be Operated as Commercial Parking

33.562.130 Commercial Parking in Multi-Dwelling Zones

A. Purpose

There is currently a shortage of parking spaces to serve the Northwest District businesses, residents, and other visitors. This regulation does not try to provide adequate parking for the District but helps to concentrate a marginal increase in parking near NW 23rd and NW 21st Avenue main streets. Because most of the Commercial Storefront (CS) zoned lots along these main streets are confined in size, this provision allows for a portion of adjacent multi-dwelling zoned property to be included in a commercial parking project. A total of 2.5 acres of residentially zoned land is affected by this provision.

All commercial parking projects under this regulation must meet other plan district and base zone regulations unless otherwise noted. Commercial parking must be structured (decks on top of a structure meet this requirement), meet appropriate building setbacks, and be approved through a design review process (including historic design review since these sites are located in the Historic Alphabet District). Design review will look at the project meeting relevant community design guidelines and historic design guidelines that consider among other items the materials used, matching architectural details and proportions of surrounding buildings and landmarks.

B. Where these regulations apply

Only a small number of sites are eligible for this provision. The 6 sites are designated on Map 562-3. The total number of spaces to be permitted under this provision is 650 (including new and existing spaces). There is also a maximum number of spaces that could be built under the conditional use section as part of the overall cap: no more than 450 conditional use approved parking spaces could be constructed. This is to avoid a large parking structure from being built with its associated impacts such as traffic, in an area with nearby residences.

There are three designated commercial parking types in this regulation:

1. Type A - Two mapped sites allow up to 75 commercial parking spaces including existing accessory parking spaces, behind an active main street use.
2. Type B - Two mapped sites allow a commercial parking structure of up to 110 spaces, behind an active use if located along a main street.
3. Type C - Two mapped sites that are labeled Type C or any of the other sites designated on the map that exceed the number of parking spaces allowed for Type A or B sites, must go through a conditional use review for transportation impacts in order to gain project approval.

Section 33.562.130

33.562.130 Commercial Parking in Multi-Dwelling Zones

- A. Purpose.** These regulations allow a limited amount of Commercial Parking in Multi-Dwelling zones to address the scarcity of off-street parking in an area where busy commercial main streets are adjacent to high-density residential areas.
- B. Where these regulations apply.** The regulations of this Section apply to Type A, B and C parking sites shown on Map 562-3. ~~Where a site is shown as a Type A or Type B parking site, commercial parking is an allowed use when all of the standards of Subsection D are met. Commercial parking may be requested on Type A and B parking sites through the conditional use review as specified in Subsection D.3 is not met. Where the site is shown as a Type C parking site, Commercial Parking requires a conditional use review as specified in Subsection E.~~
1. Type A and B sites. Applicants for Commercial Parking on a Type A or Type B parking site may choose to meet the standards of Subsection DE, or apply for a Conditional Use, as specified in Subsection EF.
 2. Type C sites. Applicants for Commercial Parking on a Type C site must apply for a Conditional Use as specified in Subsection F.
- C. Maximum number of commercial parking spaces allowed under the provisions of this Section.** ~~The following maximums include any existing accessory parking on the site. Adjustments to this subsection are prohibited.~~
1. Accessory parking.
 - a. Except as specified in C.1.b, the maximums of this subsection include any existing accessory parking on the site.
 - b. Exception. If the Commercial Parking is approved through a Conditional Use, and the approval includes a parking management plan that specifies how all the parking on the site will be managed to comply with the requirements of this Chapter, then accessory parking on the site does not count towards these maximums.
 - 1.2. The maximum number of parking spaces that may be allowed on Type A, B, and C parking sites combined is 800650;. Of that 800-650, no more than 450 spaces may be approved through a conditional use review.
 2. The maximum number of parking spaces that can be allowed by right on Type A and B sites combined is 450; and
 3. The maximum number of parking spaces that can be approved through a conditional use review on Type A, B and C parking sites combined is 450.
 3. Adjustments to this subsection are prohibited.

33.562.130 Commercial Parking in Multi-Dwelling Zones (continued)

D. Setbacks

Table 562-1 indicates the parking structure building setbacks for the 6 sites on Map 562-3. The setbacks would be determined from lot lines of abutting residentially zoned sites. Two sites would develop according to the High Density Residential (RH) base zone standards (site #2 & 3). One site would develop according to Commercial Storefront (CS) base zone setback standards (site #4) based on the split-zoned sites standard of 562.130.H. Three other sites (#1, 5 & 6) would allow commercial parking without any side or rear lot setbacks from adjacent residentially zoned lot lines. The special setback standards would allow parking structures to be built to the allowed number of parking spaces on these relatively small sites, which are located in the area of greatest need. For sites 2, 3, and 4, the setback standards will vary based on the height of the commercial parking structure along the side or rear of the lot. Where a range of setback distance is given, the actual setback depends on the surface area of the wall (site #2 & 3) or the height of the structure (site #4). The following table summarizes the setback requirements. Setback standards from front yards of all sites would be 0 per the base zone standards of CS and RH.

Site # & Name	Type	Setback from front yard lot line	Setback from side yard lot line	Setback from rear yard lot line
1. Papa Haydn	B	0	0	0
2. Flanders Medical Office	C	0	5'-14'	0'-14'
3. Metropolitan Learning Ctr.	B	0	5'-14'	0
4. Trader Joe's	C	0	5' -8'	0-11'
5. Elizabeth Street	A	0	0	0
6. Restaurant Row	A	0	0	0

Setback standards may not be increased from a land use review as permitted under subsection E, so that the allowed amount of parking can be achieved on smaller designated sites (#1, 5 & 6). Other base zone and plan district regulations would apply including parking behind active uses along a main street and historic design review. The design review process would take into account the necessary design features to ensure that these structures would fit in with the surrounding area and minimize impacts to it.

Allowed Use

Four sites identified as Types A and B on Map 562-3 would be considered as allowed structured commercial parking uses permitting up to 75 and 110 spaces respectively. The maximum building height on the C zoned portion of these sites is 45 feet. On the residential portion, the maximum height is lowered to 30 feet to reduce impacts on adjacent residential development in the R1 and RH zones, where maximum heights are actually 45 feet and higher. The maximum building height for a parking structure on an R and C split-zoned site will be measured as if two different buildings are separated by a zoning line. Minimum density requirements do not apply to the R portion of the sites in order to maximize these smaller sites for the limited amount of commercial parking, though opportunities for mixed-use development with housing is not precluded. These provisions are not adjustable. Additional parking spaces requested above the limit for Type A & B sites prompts a conditional use review for approval.

D. Setbacks. The minimum setbacks from side and rear lot lines of abutting lots for structures containing Commercial Parking are stated in Table 562-1. These minimums may not be increased as part of a land use review except as specified in Subsection F, but may be reduced through an adjustment or modification. The site numbers refer to numbers on Map 562-3.

Table 562-1 Parking Structure Setbacks From Lot Lines Abutting an R Zone		
Site No.	Setback from the side lot line of an R-zoned lot	Setback from the rear lot line of an R-zoned lot
2, 3	Regulations of the RH Zone apply	
4	Regulations of the CS Zone apply; See Table 130-4	
5, 6, 1	None	None

E.D. Allowed use. Commercial Parking on Type A and B sites that meets the following standards is allowed on Type A or B sites. The entire A or B site must meet the following standards including any portion of the site that is in a Commercial zone. Adjustments to this Subsection are prohibited. However adjustments to the parking space maximums of Paragraph 3, below, may be requested through the conditional use review as specified in Subsection E.

1. The site must be a Type A or B parking site as shown on Map 562-3;
- 1.2. All of the parking must be structured parking except as allowed by Subsection G;
- 2.3. Maximum number of parking spaces allowed per site.
 - a. Type A parking sites. A maximum of 75 parking spaces, including existing accessory parking, are allowed on each Type A parking site; and
 - b. Type B parking sites. A maximum of 160 110 parking spaces, including existing accessory parking, are allowed on each Type B parking site.
- 3.4. Maximum height. On the portion of a site within an R zone, the maximum height allowed is 25 30 feet. On the portion of a site within a C zone, the maximum height allowed is 45 feet;
- 4.5-4. Minimum density requirements do not apply.

33.562.130 Commercial Parking in Multi-Dwelling Zones (continued)

E. Conditional use

Two sites (# 2 & 4) identified on Map 562-3 would be approved only through a conditional use review due to the potential size, scale and impact. The other 4 sites could also be reviewed as a conditional use if the number of parking spaces requested exceed the maximum number of spaces allowed for Type A or B. The maximum building height on the C zoned portion of these sites is 45 feet. On the residential portion, the maximum height is lowered to 30 feet to reduce impacts on adjacent residential development in the R1 and RH zones, where maximum heights are actually 45 feet and higher. This would limit the building height of these somewhat larger parking structures. The maximum building height for a parking structure on an R and C split-zoned site will be measured as if two different buildings are separated by a zoning line. If development on the RH zoned sites includes at least 50% housing, a mixed-use structure on these sites could reach 75'. Finally, side setback standards from abutting residentially zoned sites are identified in Table 562-1 and in other Zoning Code sections may be changed for individual sites as part of the land use review process that includes a conditional use request. Conditional use requests will be for larger parking structures with potentially more impacts to the adjacent residentially zoned area.

A new conditional use review criterion found in 33.815.308 would evaluate transportation impacts of proposed parking structure. Other base zone and plan district development standards along with design review and historic design review would apply.

F. Surface parking.

A limited amount of existing accessory parking (on surface lots) that is located partially or completely in a residential zone, is allowed as Commercial Parking. The provision applies to two sites (#3 & 5). This is due to their close proximity to the 23rd and 21st Avenues and the need for short-term visitor parking to serve these main streets. No new spaces for Commercial Parking may be created, and accessory parking needs must be served. Also, these lots must meet current perimeter parking landscaping standards. This is due to the significant change in use from accessory to commercial parking in an R zone. Landscaping helps mitigate the impacts of this specially allowed use when it borders other residentially zoned properties. This would generally involve 5' of landscaping with shrubbery or a masonry wall.

H. Split zoned sites

The split zoned sites on Map 562-3 all involve a residential zone with a Commercial Storefront (CS) zone. This regulation states that the development standards of the CS zone would apply except as specified in this chapter. This provision clarifies which setbacks would apply throughout the split zoned sites, simplifying code complexity and making commercial parking more feasible on these sites.

F E. Conditional Use. Commercial Parking may be requested as a Conditional Use if all of the following standards are met. The entire site must meet the standards including any portion of the site that is in a Commercial zone. Adjustments to Paragraphs F.1 through 4 ~~this Subsection~~ are prohibited.

1. The site must be a Type A, B, or C parking site ~~as shown on Map 562-3;~~
2. All of the parking must be structured parking except as allowed in Subsection G;
3. Maximum height. ~~allowed on sites that are completely within the RH zone.~~
 - a. ~~Generally. On sites that are completely within the RH zone, the maximum height allowed is 45 feet. On the portion of a site within an R zone, the maximum height allowed is 30 feet. On the portion of a site within a C zone, the maximum height is 45 feet. However,~~
 - b. Exception. If at least 50 percent of the floor area of the structure containing the Commercial Parking is in residential use, then the maximum height allowed is of 75 feet standard of for the portion of the site in the RH zone applies; and
4. Minimum density requirements do not apply; and
5. ~~Motor vehicle access. Motor vehicle access from a main street or streetcar alignment is allowed if all of the other potential motor vehicle access streets are classified as Local Service Traffic Streets.~~
5. Setbacks. The minimum setbacks from side and rear lot lines of abutting lots for structures containing Commercial Parking are stated in Table 562-1. These minimums may be changed as part of the land use review process.

G . Surface parking. All Commercial Parking must be in a structure except on sites 3 and 5 as shown on Map 562-3. Existing surface parking lots used for accessory parking may be converted to Commercial Parking. The conversion is allowed without a land use review. Landscaping must be in compliance with current regulations for perimeter landscaping. No new Commercial Parking spaces may be added to the sites surface lots. Additional Commercial Parking spaces may be added to these sites if the requirements of 562.130 are met.

H G-F.Split zoned sites. When the zoning of a Type A, B or C parking site is split between a Multi-Dwelling Zone and the CS zone, the ~~base zone~~ development standards of the CS zone apply to the whole site, except as specified in this chapter.

33.562.240 Standards on Main Streets and Streetcar Alignment

This regulation allows commercial parking access from a main street or streetcar alignment street through the conditional use approval process if access to a local street would have significant negative impacts to the adjacent residential area.

Subsection 33.562.240.F

F. Motor vehicle access. Motor vehicle access to a vehicle area or structure is not allowed from a main street or streetcar alignment except in the following situations:

1. When the site has no other street frontage; ~~and~~ or
2. ~~When the site is an approved conditional use and meets the standard in 33.562.130.E.5.~~ For Commercial Parking, access may be approved from a main street or streetcar alignment as part of a Conditional Use approved under Section 33.815.308.

33.562.290 Use of Accessory Parking for Commercial Parking

This regulation would allow accessory parking to be used as commercial parking in the Northwest Plan District as licensed and monitored by a local Transportation Management Association (TMA). Commonly referred to as "shared parking," this arrangement would encourage more efficient use of existing parking facilities by allowing their use by residents, area employees, and through valet parking, when such parking facilities are typically underutilized. Currently, shared parking is prohibited on these sites, as the *Zoning Code* classifies all off-street parking used in ways that are not accessory to a primary use as "Commercial Parking," which is prohibited in most residential zones and requires a conditional use approval in the Central Employment (EX) zone. Residents are not allowed to park in a nearby institution's parking lot (which is zoned residential), even when such parking is underused, because such a parking arrangement is considered to be Commercial Parking.

Currently, the above mentioned example can be permitted by a special code waiver that must be periodically renewed by City Council. This is costly and time consuming for all involved. Today there are two code waivers for shared parking in the plan district: at the Legacy Good Samaritan Hospital and Medical Center and at the Flanders Medical Center. These arrangements allow parking by residents, employees, valet parking, and parking by customers of specified businesses. Residents have been the primary users of the shared parking. Those administering the shared parking programs have received no complaints. The new code provision (33.562.290) will obviate the need for the costly and time-consuming code waivers.

This regulation would minimize potential impacts on nearby residents by restricting Commercial Parking use to residents, employees of area businesses, and to valet parking. Parking by customers and other short-term visitors would not be allowed, in order to minimize traffic impacts and other potential nuisances. An interim measure allows the program to occur under the City's approval for up to two years based on mapped sites in 562-8, until a local Transportation Management Association (TMA) is operational. The local TMA, made up of key NW stakeholders, would determine the appropriateness of a property owner's request for shared parking resources under this provision.

The TMA would consider location, parking utilization, target service population and other related factors including consistency the goals and objectives of the *Northwest District Plan*. Then if the TMA agrees to a shared parking proposal it will forward a letter with the applicant to the City stating the specifics of an allowed shared parking use of a site. The City would then record the information as part of the site's building information. The TMA would be responsible for monitoring approved shared parking sites and will have the power to revoke a permit if such a use becomes a neighborhood nuisance. The City, through zoning enforcement, will enforce the regulations when there are illegal shared parking operations.

The TMA may not want to allow use of accessory parking as commercial parking on surface parking lots that are considered prime redevelopment sites such that there becomes a disincentive for redevelopment. The TMA would also monitor the use of licensed parking sites and revoke licenses if there are local negative livability impacts.

33.562.290 Use of Accessory Parking for Commercial Parking

A. Purpose. This section encourages efficient use of existing accessory parking by allowing greater flexibility for use during times when accessory parking is typically underutilized. This section includes limitations to minimize negative impacts on nearby residents.

B. Where these regulations apply. These regulations apply to accessory parking in the Northwest plan district as follows:

1. On sites in an R or EX zone, the regulations of this section apply to the entire site;
2. On sites that are in both an R or EX zone and a Commercial zone, if any of the accessory parking is in the R or EX zone, the regulations of this section apply to the entire site;
3. On sites that are in both an R or EX zone and a CS zone, if all of the accessory parking is in the CS zone, and none is in the R or EX zone, the regulations of this section do not apply to the site. The parking is subject to the regulations of the base zone;
4. On sites that are in the CS zone, the regulations of this section do not apply. The parking is subject to the regulations of the base zone.

BC. Regulations.

1. Before ~~Between~~ (2 years after the effective date of these regulations) and (2 years after), accessory parking on the sites shown on Map 562-8 may be operated as Commercial Parking until [2 years after effective date of these regulations]. Parking on these sites must comply with Paragraph B.3, but is exempt from the requirements of Paragraphs C.2 and 4. Commercial Parking allowed under this provision does not establish a nonconforming use. After [2 years after effective date of these regulations] Paragraphs C.2 through 4 must be met on all sites that continue to operate accessory parking as Commercial Parking.
2. After (2 years after the effective date of these regulations) accessory parking may be operated as Commercial Parking when licensed and monitored by a local transportation management association. The parking must comply with the requirements of Paragraphs C.3 and C.4.
3. ~~5.~~ When accessory parking is operated as Commercial Parking, long-term daily (four or more hours) and short term parking is prohibited; and parking is limited to monthly arrangements for the following:
 - a. Parking by residents of the Northwest plan district;
 - b. Parking by employees of businesses in the Northwest plan district; or
 - c. Valet parking for businesses or institutions in the Northwest plan district.

33.562.290 Use of Accessory Parking for Commercial Parking (continued)

Northwest District Plan Parking Policy and Regulations – November 5, 2003

4. The applicant must submit a letter to the Director of the Bureau of Development Services from the transportation management association that includes the following information:
 - a. Identification of the site;
 - b. A statement that the transportation management association has approved the site for participation in the Accessory Parking Used As Commercial Parking Program;
 - c. The number of spaces that have been approved by the transportation management association for use under the program;
 - d. The type of use that will be served by the parking that has been approved under the program;
 - e. The hours of the day that the accessory parking will be used as Commercial Parking;
 - f. Any conditions imposed by the transportation management association; and
 - g. A statement that the owner or owners of the site have agreed to manage the parking approved under the program so that adequate parking for the primary use as served by the accessory parking on the site is maintained.
- ~~1. Accessory parking may be operated as Commercial Parking when licensed and monitored by a local transportation management association.~~
- ~~2. When accessory parking is operated as Commercial Parking, parking is limited to monthly arrangements for:
 - ~~a. Parking by residents of the Northwest plan district;~~
 - ~~b. Parking by employees of businesses in the Northwest plan district; or~~
 - ~~c. Valet parking for businesses or institutions in the Northwest plan district.~~~~

33.562.290 Use of Accessory Parking for Commercial Parking (continued)

Northwest District Plan Parking Policy and Regulations – November 5, 2003

~~3. The applicant must submit a letter to the Director of the Bureau of Development Services from the transportation management association that includes the following information:~~

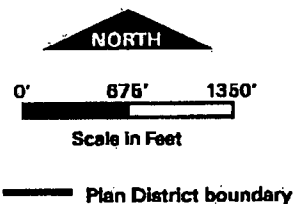
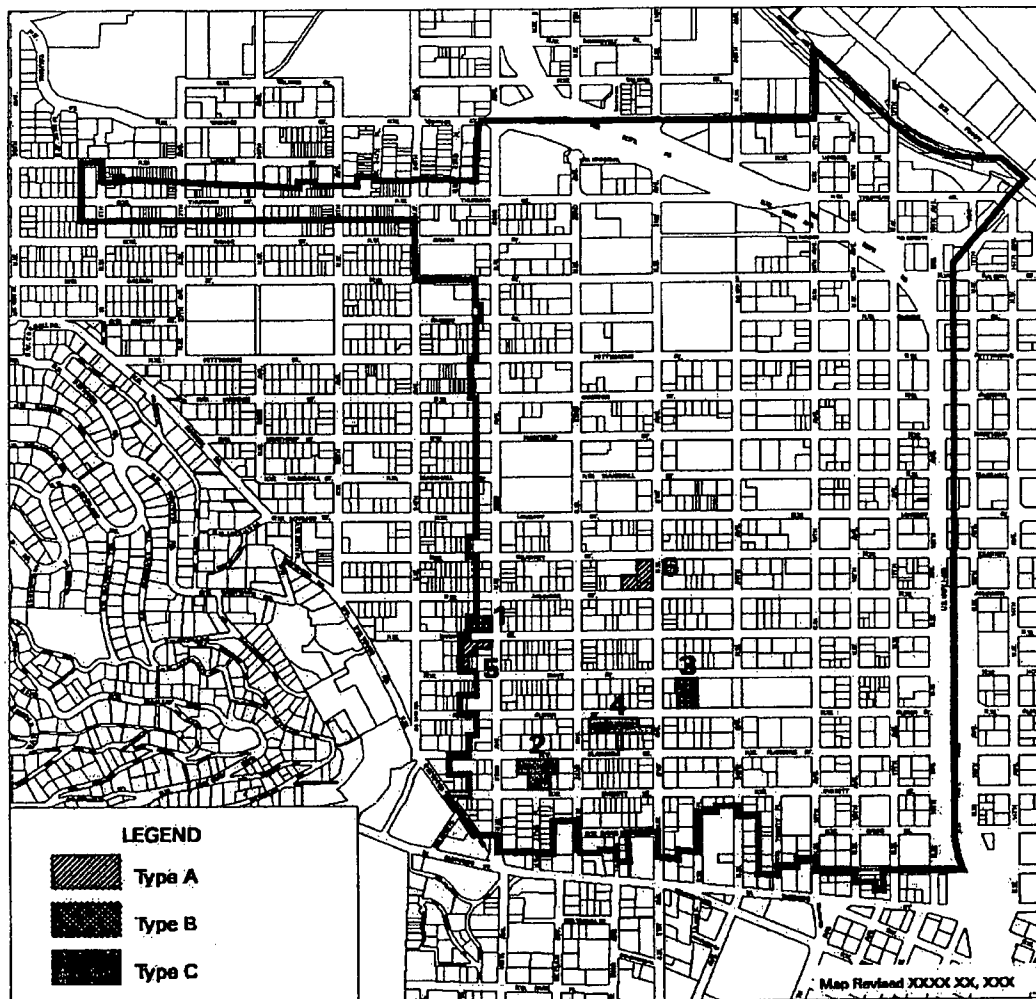
- ~~a. Identification of the site;~~
- ~~b. A statement that the transportation management association has approved the site for participation in the Accessory Parking Used As Commercial Parking Program;~~
- ~~c. The number of spaces that have been approved by the transportation management association for use under the program;~~
- ~~d. The type of use that will be served by the parking that has been approved under the program;~~
- ~~e. The hours of the day that the accessory parking will be used as commercial parking;~~
- ~~f. Any conditions imposed by the transportation management association; and~~
- ~~g. A statement that the owner or owners of the site have agreed to manage the parking approved under the program so that adequate parking for the primary use on the site is maintained.~~

Northwest District Plan Parking Policy and Regulations – November 5, 2003

Map 562-3 Commercial Parking in Multi-Dwelling Zones

This map identifies the sites where structured commercial parking would be allowed under Section 33.562.130. The map identifies sites as Types A, B, and C. See commentary for Section 33.562.130. The identification number associated with each mapped site is used to indicate commercial parking structure side and rear lot setbacks from adjacent residentially zoned sites as found in 33.562.130.D.

Map 562-3 Commercial Parking in Multi-Dwelling Zones



Map 562-3

Northwest Plan District

Commercial Parking in

Multi-Dwelling Zones

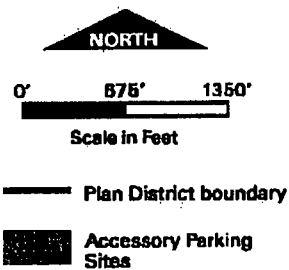
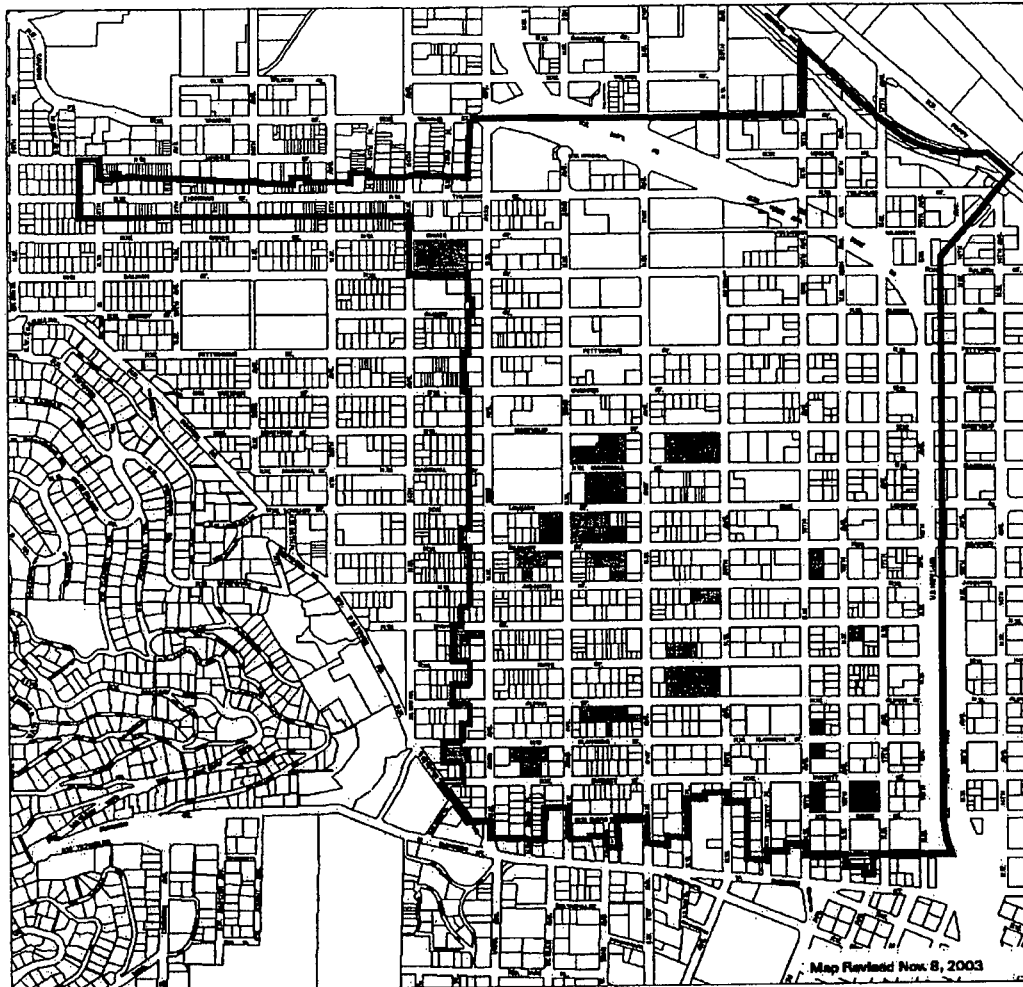
Bureau of Planning • City of Portland, Oregon

Northwest District Plan Parking Policy and Regulations – November 5, 2003

Map 562-8

The map shows where accessory parking may be operated as commercial parking as described in Section 33.562.290. Sites were selected through community input and are associated with residential, office and institutional uses located in R or EX zones.

New Map 562-8



Map 562-8

**Northwest Plan District
Sites where Accessory
Parking may be operated
as Commercial Parking**

Bureau of Planning • City of Portland, Oregon

Conditional Uses

33.815.308 Commercial Parking in Multi-Dwelling Zones in the Northwest Plan District

This section contains the conditional use approval criterion for Commercial Parking sites identified on Map 562-3 under Section 33.562.130. This specifically applies to Type C sites or Type A and B sites that exceed the allowed number of Commercial Parking spaces allowed under Section 33.562.130.E. The criterion evaluates specific transportation-related impacts of a proposed commercial parking project on nearby street levels of service, the on-street parking system, the location of parking structure access, and multimodal safety.

Criterion C is related to Section 33.562.240.F, which permits motor vehicle access for Commercial Parking sites approved under the Conditional Use review to be from a main street or street car alignment when the other potential motor vehicle access is from a street classified as Local Service Traffic Streets. This would minimize traffic impacts along a predominantly residential Local Service Traffic Street.

Other non-transportation-related impacts would be addressed by Zoning Code development standards through the required design review process.

Amend Chapter 33.815 Conditional Uses

33.815.308 Commercial Parking in Multi-Dwelling Zones and Commercial Parking Access to from Main Streets in the Northwest Plan District

This ~~approval criterion~~ review provides for Commercial Parking that supports the diverse mix of uses and urban scale of development in the Northwest plan district. The ~~criterion~~ review allows for a limited amount of Commercial Parking for community use in a high-density residential area in close proximity to commercial main streets and for motor vehicle access to a parking structure from a Main Street, while ensuring that the transportation system is capable of supporting the proposed parking. The criterion is:

A.—The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation findings must demonstrate that:

- A 1.** Signalized intersections within 600 feet of the site will operate at an acceptable level of service or will not be significantly degraded by the proposed use;
- B 2.** The proposed use does not create a significant adverse impact on the availability of existing on-street parking along streets within one block of the site. Adverse impacts to on-street parking could include removal of a significant portion of the existing on-street parking in the area;
- C 3.** The design of the site, and in particular the locations of vehicular ingress and egress, minimizes the impact of traffic circulation on local service streets; and
- D 4.** The design of the site provides for safe operation of motor vehicle access and does not significantly degrade the safety of pedestrians, or other modes, using the streets near the site.

Northwest District Plan Parking Plan and Amendments — August 28, 2003

Chapter 33.910 Definitions

This amendment would provide a definition for two new terms: "transportation management association" and "valet parking," because they are newly used terms included in Section 33.562.290 of the Northwest Plan District.

Amend Chapter 33.910 Definitions

Transportation Management Association (TMA). An organization devoted to managing transportation ~~and/or~~ parking within a local community. A main goal for a TMA is to reduce reliance on the automobile for both work ~~and~~ non-work trips. A TMA typically provides information, programs, and activities that encourage the use of carpooling, transit, and other alternative modes of travel along with efficient use of parking resources.

Valet Parking. Parking arrangement in which drivers leave and reclaim their cars at a destination site, with the cars parked at an off-site location by employees associated with the destination site. The valet parking occurs at the off-site location where the cars are parked.

October 30, 2003 City Council
NWDP Parking Code Revision No. 1

REVISED NEW LANGUAGE FOR 33.562.130.G is in shading:

G. Surface parking. All Commercial Parking must be in a structure except on sites 3 and 5 as shown on Map 562-3. Existing surface parking lots used for accessory parking may be converted to Commercial Parking. The conversion is allowed without a land use review. Landscaping must be in compliance with current regulations for perimeter landscaping. No new Commercial Parking spaces may be added to the sites surface lots. Additional Commercial Parking spaces may be added to these sites if the requirements of 562.130 are met.

EXHIBIT A,

Pg 27

Northwest District Plan

Parking Policy and Regulations Findings Exhibit B

Adopted by City Council October 30, 2003



November 5, 2003

CITY OF PORTLAND, OREGON
BUREAU OF
Planning

Exhibit 4

Acknowledgements

Portland City Council

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Jim Francesconi, Commissioner
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Introduction

The Parking Policy and Regulations amendment to the *Northwest District Plan* is the product of several years of effort by residents, business and property owners, city staff, and other interested stakeholders to guide parking management in this inner urban mixed-use district. City Council's adoption of this plan amendment updates the Portland *Comprehensive Plan* and sets in motion a coordinated set of programs, projects, and regulations intended to guide public and private decision-making and investment related to parking in the Northwest District over the next 20 years. The findings in this document show how the Parking Policy and Regulations amendment to the *Northwest District Plan* complies with the State Land Use Planning Goals, the *Metro Urban Growth Management Functional Plan*, and the Portland *Comprehensive Plan*.

Relationship to Statewide Land Use Planning

Comprehensive land use planning in Oregon was mandated by the 1973 Legislature with the adoption of Senate Bill 100 (ORS Chapter 197). Under this Act, the State Land Conservation and Development Commission (LCDC) was created and directed to adopt statewide planning Goals and Guidelines. These Goals and Guidelines were adopted by LCDC in December 1974 and became effective January 1, 1975. Under state law, comprehensive plans must comply with the statewide planning goals. Portland's *Comprehensive Plan* meets this requirement. The Parking Policy and Regulations amendment to the *Northwest District Plan* revises Portland's *Comprehensive Plan* through the addition of a Parking Policy and Objectives into Portland's *Comprehensive Plan*.

How This Document is Structured

This document is organized into five sections: this introduction, Statewide Planning Goals Findings, *Metro Urban Growth Management Functional Plan* Findings, Portland *Comprehensive Plan* Findings, and *Northwest District Plan* Findings. Within these sections, the individual findings general consist of two parts: 1) a brief explanation of the criteria (goal, policy, objective, further statement, etc.) against which the Parking Policy and Regulations amendment to the *Northwest District Plan* is judged for consistency; and 2) statements that support a conclusion of consistency. If a finding against a given measure (goal, title, policy, objective, further statement, etc.) is not included in this document, it is because it has been determined to not be relevant to the Parking Policy and Regulations amendment to the *Northwest District Plan*.

Statewide Planning Goals Findings

State planning statutes require cities to adopt and amend comprehensive plans and land use regulations in compliance with the state land use goals.

1. **Goal 1, Citizen Involvement**, requires provision of opportunities for citizens to be involved in all phases of the planning process. The Parking Policy and Regulations amendment to the *Northwest District Plan* (NWDP) was developed as part of the broader citizen involvement process for the NWDP and included numerous opportunities for public involvement. Portland *Comprehensive Plan* findings on Goal 9, Citizen Involvement, and its related policies and objectives also support this goal. The amendments are supportive of this goal in the following ways:
 - a. In November 1999, the Northwest District Association board adopted the Northwest District Neighborhood Plan after a decade of community-driven planning that included numerous public meetings and workshops. In June 2000, City Council directed the Bureau of Planning to review the Northwest District Neighborhood Plan and take it through the adoption process. The Northwest District Neighborhood Plan has served as a major input in the crafting of the *Northwest District Plan* and the Parking Policy and Regulations amendment.
 - b. The Northwest Planning Citizen Advisory Committee (CAC) met regularly throughout the planning process, advising staff and providing written and oral input. The CAC included community residents, business people, and property owners from the Northwest District, Northwest Industrial, Pearl District, Hillside, Goose Hollow and Linnton neighborhoods.
 - c. The Northwest Planning Technical Advisory Committee (TAC) met throughout the planning process, advising staff and providing written and oral input. The TAC included representatives of state, regional, county, and city agencies, as well as private sector utilities.
 - d. A parking issues working group advised staff on parking-related plan proposals and included representatives from the Northwest District Association and Nob Hill Business Association and representatives from the Portland Office of Transportation's *On-Street Parking Plan* Citizen Advisory Committee.
 - e. Throughout the planning process, staff sought input from the local affected neighborhood and business associations by attending meetings, making presentations, and exchanging ideas. The relevant groups related to the Parking Policy and Regulations amendment included the Northwest District (NWDA) and the Nob Hill Business Association (NHBA).
 - f. Staff met individually with district property owners and business people whenever asked.
 - g. Staff held four neighborhood walks during the summer of 2001 as an initial outreach strategy and way to gather information about the desired future for the Northwest District. Information gathered from the walks was presented at a public meeting on October 10, 2001, where additional public input was sought.
 - h. Staff held a Northwest District Vision and Urban Design Concept Workshop on November 15, 2001. Small groups discussed and provided verbal and graphical input on the draft vision statement and urban design concept, which serve as a broad framework for the plan and support its policies and implementation measures.

- i. Between the start of this project and publication of the proposed *Northwest District Plan*, (which included initial Parking Policy and Regulation concepts) staff met regularly with the following committees, groups, and organizations: Northwest Planning Citizen Advisory Committee (CAC), Northwest Planning Technical Advisory Committee (TAC), Northwest Planning District Committee (NWDC), Northwest District Association (NWDA), Nob Hill Business Association (NHBA), Northwest Industrial Neighborhood Association (NINA), Goose Hollow Foothills League (GHFL), and Pearl District Neighborhood Association (PDNA).
- j. Staff attended and worked with project staff and advisory committees of related on-going City-sponsored projects, including the Northwest On-Street Parking Plan Project, which was led by the Portland Office of Transportation.
- k. The Bureau of Planning's web site was regularly updated to include notices of upcoming *Northwest District Plan* events and included electronic versions of project documents, notices and plan drafts.
- l. The public was notified of *Northwest District Plan* public events through a variety of means including notices and articles in the *Oregonian*, the *Portland Tribune*, the *Daily Journal of Commerce* and the *Northwest Examiner* newspapers. Staff also posted fliers and notices of events in prominent locations within the Northwest District and canvassed individual residents and businesses in the district.
- m. Notice of Proposed Amendment was sent to the State Department of Land Conservation and Development (DLCD) and Metro on October 8, 2002.
- n. Measure 56 notification of the November 26, 2002 Portland Planning Commission public hearing on the proposed *Northwest District Plan* (which included the initial Parking Policy and Regulations proposal) was mailed to all property owners potentially affected by proposed zoning map and code changes on October 18, 2002.
- o. A general notification of the November 26, 2002 Portland Planning Commission public hearing on the proposed *Northwest District Plan* was mailed to 1,060 interested parties, including those on the project mailing list, on October 18, 2002.
- p. The Discussion Draft *Northwest Area Plan* (which included initial parking concepts and strategies) was made available to the public on June 20, 2002. The plan's name was changed to *Northwest District Plan* subsequent to the release of the Discussion Draft.
- q. A public open house was held on June 20, 2002 to provide the public a chance to review and comment on the Discussion Draft *Northwest Area Plan* including the initial parking concepts and strategies. Community members could discuss plan proposals with planning staff, and offer suggestions for changes in person, through prepared response forms, or in any manner of their choosing prior to the end of the 53-day public comment period on the Discussion Draft plan on August 12, 2002.
- r. The proposed *Northwest District Plan*, planning staff's proposal to the Portland Planning Commission that included the initial Parking Policy and Regulations, was made available to the public on October 28, 2002. Many of the changes evident in the proposed draft resulted directly from public comments on the previous discussion draft.

- s. On November 4, 2002 planning staff briefed the Portland Historic Landmarks Commission on the proposed plan, which included initial Parking Policy and Regulations. The Landmarks Commission provided comments and suggestions for changes to the Portland Planning Commission.
 - t. On November 7, 2002 planning staff briefed the Design Commission on the plan including the initial Parking Policy and Regulations. The Design Commission held a public hearing and accepted public testimony on the urban design-related portions of the plan on November 21, 2002. The Commission continued the hearing and deliberated on the plan during subsequent meetings on December 5, 2002, January 9, 2003, and January 16, 2003. The Commission's recommendations on the urban design related plan components were forwarded to the Portland Planning Commission and the Portland City Council.
 - u. On November 26, 2002, the Portland Planning Commission held a public hearing on the proposed *Northwest District Plan*, including the initial Parking Policy and Regulations. The Planning Commission deliberated on the plan at subsequent work sessions on December 10, 2002, and January 14, January 28 and April 8, 2003. On April 8, 2003 the Planning Commission recommended that City Council adopt the recommended *Northwest District Plan*, which included a refined draft of the Parking Policy and Regulations.
 - v. A general notification of the May 21, 2003 City Council public hearing on the recommended *Northwest District Plan* (including Parking Policy and Regulations) was mailed to individuals who testified at the Planning Commission and Design Commission hearings, to those requesting such notification and to other interested parties on April 18, 2003.
 - w. Measure 56 notification of the May 21, 2003 City Council public hearing on the recommended *Northwest District Plan* was mailed to all property owners potentially affected by Planning Commission recommended zoning map and code amendments (where such recommended amendments differed from the October 2002 Proposed *Northwest District Plan*) on April 18, 2003.
 - x. On May 19, 2003 the Bureau of Planning staffed an open house on the *recommended Northwest District Plan* in conjunction with the Northwest District Association's annual meeting and discussed elements of the Parking Policy and Regulations.
 - y. On May 21, 2003 the Portland City Council held a public hearing and accepted testimony on the plan including the Parking Policy and Regulations. City council also held meetings and accepted testimony on the Parking Policy and Regulations on June 19, August 28, and October 30, 2003.
2. **Goal 2, Land Use Planning**, requires the development of a process and policy framework which acts as a basis for all land use decisions and assures that decisions and actions are based on an understanding of the facts relevant to the decision. The amendments are supportive of this goal because they provide a policy guide and implementation framework for parking in the Northwest District. This will guide specific land use activity within the framework of the City's adopted *Comprehensive Plan*. Portland *Comprehensive Plan* findings on Goal 1, Metropolitan Coordination, and its related policies and objectives also support this goal.
 3. **Goal 5, Open Space, Scenic and Historic Areas, and Natural Resources**, requires the conservation of open space and the protection of natural and scenic resources. The Parking Policy and Regulations

amendment supports the district's historic core area known as the Alphabet Historic District because the:

- a. Parking Policy calls for providing and managing parking to serve the community while protecting and enhancing the livability of the district
- b. The Zoning Code regulations designate 6 potential off-street parking sites adjacent to the 21st and 23rd main streets that do not involve a designated contributing or historic landmark structure, and by require historic design review for development review of these 6 parking structure sites. Parking structure site regulations also limit the building height and number of parking spaces that are permitted on these sites along with an overall cap for the 6 sites that will minimize impacts to the historic district. Other Parking Policy and Regulation provisions seek to more efficiently utilize existing on and off-street parking resources, which may in the long-term negate the need for some of the 6 parking structures from being built.

14. Goal 6, Air, Water and Land Resource Quality, requires the maintenance and improvement of the quality of air, water and land resources. The amendments are consistent with this goal because the recently adopted *Northwest District Plan* along with the Parking Policy and Regulations amendment, when considered as a whole, provide specific objectives and implementation measures preserve the quality of these resources.

- a. The *Northwest District Plan's* objectives to Land Use Policy 1 and implementation actions reinforce the Northwest District's mixed-use higher density environment, including the promotion of more housing and employment, in this pedestrian and transit-oriented inner city neighborhood.
- b. The *Northwest District Plan's* Policy 3, Transportation, calls for providing a variety of transportation systems in part to reduce reliance on the automobile. Policy 3 objectives encourage the use of alternative modes, such as walking and transit. More compact mixed-use development with a balanced transportation system should reduce vehicle miles traveled in the study area and positively impact air quality.
- c. Objective A of Policy 4 Parking, calls for reducing the demand for automobile parking.
- d. The Parking Policy and Regulations amendment is consistent with the above but seeks to better manage on and off-street parking in this high density mixed use district that has a shortage of off-street parking. This is accomplished by allowing more efficient use of existing parking facilities and by allowing a limited increase in the number of commercial off-street parking spaces on small sites in the core of the mixed-use area.
- e. The Parking Policy's Objectives and implementing actions also call for establishment of a local Transportation Management Association to implement parking management and promote alternative modes of transport for area residents, employees and visitors.

15. Goal 9, Economic Development, requires provision of adequate opportunities for a variety of economic activities vital to public health, welfare, and prosperity. The amendments are consistent with this goal, as shown in the provisions listed below. Portland *Comprehensive Plan* findings on Goal 5, Economic Development, and its related policies and objectives also support this goal.

- a. Policy 4, Parking and its related Objectives calls for providing and managing parking resources to serve the community. This includes area businesses that are dependent on customers that rely on autos to get to the district and require auto parking. Northwest plan district provisions provide for more efficient use of existing parking through “shared use” of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors. The shared use of parking will benefit residents and owners of residential property including apartments, by providing more opportunities tenant parking, which may increase the attractiveness of apartment buildings in the district.
16. **Goal 10, Housing**, requires provision for the housing needs of citizens of the state. The amendments are consistent with this goal because they do not preclude the provision of housing on sites affected by off-street commercial parking and shared parking provisions. There are a small number of residentially zoned sites that are included in the off-street commercial parking provision. Any loss of potential housing units is made up for by the recently adopted *Northwest District Plan*, which rezoned properties in the Northwest District to allow approximately 6,000 more housing units.
 17. **Goal 11, Public Facilities and Services**, requires planning and development of timely, orderly and efficient public service facilities that serve as a framework for urban and rural development. The portion of Northwest Portland included in this amendment already contains sufficient public facilities and services. Any impacts of the amendments are addressed therein such as requiring a Conditional Use review for 2 of the 6 sites or for the remaining 4 sites if the number of parking spaces sought exceeds the number allowed in the Zoning Code. The conditional use review criterion relates to transportation system impacts and the project could be denied or adjusted based on how well the criteria are met.
 18. **Goal 12, Transportation**, requires provision of a safe, convenient and economic transportation system. The amendments are consistent with this goal, as shown in the provisions listed below. Findings for Portland *Comprehensive Plan* Goal 6, Transportation also support this goal
 - a. Policy 4, Parking supports the provision and management of auto parking to serve the community and enhance livability.
 - (1) Objective A calls for reducing demand for parking.
 - (2) Objectives B and F call for efficient use of existing parking resources.
 - (3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.
 - (4) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.
 - b. Northwest Plan District provisions provide for more efficient use of existing parking through “shared use” of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd Avenue commercial corridors.

19. Goal 13, Energy Conservation, requires development of a land use pattern that maximizes the conservation of energy based on sound economic principles. The amendments are consistent with this goal because they encourage the continuation of a compact development pattern in this dense urban district. Portland *Comprehensive Plan* findings on Goal 7, Energy, and its related policies and objectives also support this goal. The following policies and implementation measures support this goal.

- a. Policy 4, Parking, includes a number of objectives that support this goal.
 - (1) Objective A calls for reducing the demand for automobile parking.
 - (2) Objective B provides for efficient use of on and off-street parking through means such as "shared use" parking facilities and minimizing the number and size of curb cuts.
 - (3) Objective C seeks to accommodate a limited amount of additional structured off-street commercial parking while preserving the overall pedestrian-friendly character of the district and mitigating for negative impacts.
 - (4) Objective D calls for minimizing the impacts of off-street parking along main streets and the Portland Streetcar line.
 - (5) Objective H encourages new off-street parking to locate within structures.
- b. Parking policy implementation action TP3 calls for creation of a local Transportation Management Association that will conduct activities that promote alternatives to the automobile in addition to parking management.
- c. The 6 sites selected for potential commercial parking structures are strategically located in the most active and densest mixed-use area in the Northwest District. The number of spaces allowed under the Zoning Code regulations is limited as is the number of parking spaces per site. A developed parking structure on one or more of the 6 sites will be a resource for automobile drivers to go directly to the garage to park as opposed to circling around the neighborhood looking for on-street parking spaces.

Metro Urban Growth Management Functional Plan Findings

On April 10, 2003 Metro Council adopted a Compliance Order that declares that Portland is in full compliance with the Urban Growth Management Functional Plan.

- 24. Title 1, Requirements for Housing and Employment Accommodation,** requires that each jurisdiction contribute its fair share to increasing the development capacity of land within the Urban Growth Boundary. This requirement is to be generally implemented through citywide analysis based on calculated capacities from land use designations. The City of Portland is in full compliance with the *Urban Growth Management Functional Plan Compliance Report* in 1999. The amendments are not inconsistent with this title as housing and jobs are not precluded on appropriately zoned sites.
- 25. Title 2, Regional Parking Policy,** regulates the amount of parking permitted by use for jurisdictions in the region. This Metro Title is generally implemented in Portland through citywide planning processes. On April 10, 2003 Metro Council adopted a Compliance Order that declares that Portland is in full compliance with the Urban Growth Management Functional Plan. The amendments are consistent with this title for the following reasons.
- a. Policy 4, Parking, supports the provision and management of auto parking to serve the community while enhancing livability and the urban character of the district.
 - (1) Objective A calls for reducing demand for parking.
 - (2) Objectives B and F call for efficient use of existing parking resources.
 - (3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.
 - (4) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.
 - b. The plan identified a significant disparity between the supply and the demand for parking in the district. New Northwest Plan District provisions provide for more efficient use of existing parking through "shared use" of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors. The additional commercial parking allowed under the new regulation is capped at 650 spaces total, but fewer spaces are expected to be developed.
- 26. Title 3, Water Quality and Flood Management Conservation,** calls for the protection of the beneficial uses and functional values of resources within Metro-defined Water Quality and Flood Management Areas by limiting or mitigating the impact of development in these areas. This Metro Title is generally implemented in Portland through citywide planning processes. On April 10, 2003 Metro Council adopted a Compliance Order that declares that Portland is in full compliance with the Urban Growth Management Functional Plan. The amendments do not relate to this Title.
- 27. Title 4, Retail in Employment and Industrial Areas,** calls for limiting incompatible uses in employment and industrial areas including restrictions on commercial retail development outside Centers. This Metro Title is generally implemented in Portland through citywide planning processes. On April 10, 2003 Metro Council adopted a Compliance Order that declares that Portland is in full

compliance with the Urban Growth Management Functional Plan. The amendments do not relate to this title.

28. **Title 6, Central City, Regional Centers, Town Centers and Station Communities** calls for enhancing the Centers designated on 2040 Growth Concept Map by encouraging development in these Centers. On April 10, 2003 Metro Council adopted a Compliance Order that declares that Portland is in full compliance with the Urban Growth Management Functional Plan. The study area lies outside these centers.
29. **Title 7, Affordable Housing**, recommends that local jurisdictions implement tools to facilitate development of affordable housing. This Metro Title is generally implemented in Portland through citywide planning processes. On April 10, 2003 Metro Council adopted a Compliance Order that declares that Portland is in full compliance with the Urban Growth Management Functional Plan. The amendments do not specifically relate to this title.
30. **Title 8, Compliance Procedures**, outlines compliance procedures for amendments to comprehensive plans and implementing ordinances. The City submitted a Compliance Report in February 1999, an updated report in June 1999, and a final compliance Report update in December 1999. This Metro Title is generally implemented in Portland through citywide planning processes. On April 10, 2003 Metro Council adopted a Compliance Order that declares that Portland is in full compliance with the Urban Growth Management Functional Plan.

Portland Comprehensive Plan Goals Findings

31. The City's *Comprehensive Plan* was adopted by the Portland City Council on October 16, 1980, and was acknowledged as being in conformance with the statewide planning goals by the Land Conservation and Development Commission on May 1, 1981. On May 26, 1995 and again on January 25, 2000, the LCDC completed its review of the City's final local periodic review order and periodic review work program, and reaffirmed the plan's compliance with the statewide planning goals.
32. The ordinance adopting the Parking Policy and Regulations amendments to the *Northwest District Plan* amends Goal 3, Neighborhoods, Policy 3.10: "Promote the livability, historic character, and economic vitality of a diverse, mixed-use, urban neighborhood by including the Northwest District Plan as part of this *Comprehensive Plan*." In addition, the ordinance amends the following chapters in Title 33, Zoning Code: Chapter 33.562, Northwest Plan District; Chapter 33.815, Conditional Uses; and Chapter 33.910, Definitions. The amendments do not change any other land use regulation. Therefore, the following *Comprehensive Plan* goals, policies and objectives apply to the amendments and the amendments satisfy the applicable goals, policies and objectives for the reasons stated below.
33. During the course of public hearings, the Bureau of Planning, the Planning Commission, and the City Council provided all interested parties opportunities to identify, either orally or in writing, any other *Comprehensive Plan* goal, policy or objective that might apply to the amendments. No additional provisions were identified.
34. **Goal 1, Metropolitan Coordination**, calls for the *Comprehensive Plan* to be coordinated with federal and state law and to support regional goals, objectives and plans. The Northwest District planning process (which included the public process for the Parking Policy and Regulations) included participation of representatives from city, regional, and state agencies, ensuring consistency with applicable local, regional, and state plans. See finding for Statewide Planning Goal 1, Citizen Involvement.
35. **Policy 1.4, Intergovernmental Coordination**, calls for continuous participation in intergovernmental affairs with public agencies to coordinate metropolitan planning and project development and maximize the efficient use of public funds. The amendments support this policy because the Northwest District planning process (which was the public process for the Parking Policy and Regulations) included continuous participation of representatives from public agencies, ensuring coordination of metropolitan planning and project development and the efficient use of public funds. State Goal 1, Citizen Involvement findings also supports this policy.
36. **Goal 2, Urban Development**, calls for maintenance of Portland's role as the major regional employment and population center by expanding opportunities for housing and jobs, while retaining the character of established residential neighborhoods and business centers. The amendments support this goal and its policies by seeking parking management and a limited amount of structured commercial parking that serves the established residential and mixed-use employment area that is currently deficient in parking resources. Also:
 - a. Policy 4, Parking, supports the provision and management of auto parking to serve the community while enhancing livability and the urban character of the district.
 - (1) Objective A calls for reducing demand for parking.

- (2) Objectives B and F call for efficient use of existing parking resources.
- (3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.
- (4) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.

37. Policy 2.12, Transit Corridors, calls for providing a mixture of activities along major transit routes and Main Streets that supports the use of transit and is compatible with the surrounding area. The amendments support this policy in the following ways:

- a. Parking Policy calls for providing and managing parking to serve the community while protecting and enhancing the livability and urban character of the district.
- b. Objectives A, C, and D, of the Parking Policy also support this policy by seeking to reduce demand for automobile parking, accommodating a limited amount of additional structured off-street commercial parking while preserving the overall pedestrian-friendly character of the district and mitigating for negative impacts, and minimizing the impacts of off-street parking along main streets and the Portland Streetcar line.
- c. Northwest Plan District regulations recently adopted in the *Northwest District Plan* contain provisions that would apply to the limited number of commercial off-street parking structure sites in this amendment. They are designed to reinforce the main streets and the streetcar line as pedestrian and transit-friendly places, including required windows above the ground floor, ground floor active uses, parking and motor vehicle access restrictions and prohibition of drive-through uses.
- d. As a balancing regulation in the amendments, Conditional Use review of a commercial parking structure will consider the most appropriate vehicular access location, and in a few cases, access from a main street may be preferred to that of a local service street that may be residential in nature. This is due to potential traffic impact of the parking structure to that local street.

38. Policy 2.22, Mixed Use, calls for continuation of a mechanism that will allow for the maintenance and enhancement of areas of mixed use character where such areas act as buffers and where opportunities exist for the creation of mixed use nodes. The amendments support this policy by providing and managing parking to serve the community while protecting and enhancing livability and urban character of the district. Components of the amendments seek to efficiently use existing parking resources for residents and businesses. Also there is a provision for a limited additional supply of commercial parking on selected sites that will have to meet development standards and design review to make these structures fit into the character of the mixed-use, pedestrian friendly, and historic character of the district. The required development standards include active uses fronting the main streets with parking behind active uses. Also, housing is not precluded as an option for mixed-use development on these sites.

39. Policy 2.23, Buffering, calls for mitigating the impacts from non residential uses on residential areas through the use of buffering and access limitations, in particular when residentially zoned lands are changed to commercial, employment or industrial zones. The Zoning Code provisions that relate to 6 sites that can develop a limited amount of commercial parking spaces adjacent to commercial main

streets include development standards and design review that will help mitigate these non residential uses next to residential areas.

40. **Goal 3, Neighborhoods**, calls for preservation and reinforcement of the stability and diversity of the city's neighborhoods while allowing for increased density. The amendments along with the recently adopted *Northwest District Plan* are consistent with this goal because the combination of policies, objectives and actions work together to ensure that increased density occurs within the Northwest District while simultaneously preserving and reinforcing the stability and diversity of the district. The Parking Policy and Regulations amendments address one element of the overall vision for the neighborhood and reinforces commercial and residential vitality by maximizing the efficient use of a limited resource parking, promoting a local Transportation Management Association, and allowing a limited amount of additional commercial parking adjacent to the 23rd and 21st main streets. The latter must be in a structure, is limited in the number of spaces that can be built, be approved through historic design review, and is subject to other Northwest Plan District and Zoning Code development standards. This is to ensure that these generally smaller parking structures fit in with the neighborhood and do not degrade it.
41. **Policy 3.4, Historic Preservation**, calls for the preservation and retention of historic structures and areas throughout the city. The amendments support this policy for the reasons below. Findings for State Goal 5, Open Space, Scenic and Historic Areas, and Natural Resources also support this policy.
- a. Policy 4, Parking, and its implementing objectives seek to provide and manage parking while protecting and enhancing the livability and urban character of the district.
 - b. Zoning Code provisions allow a limited additional supply of commercial parking on identified sites that were thoughtfully considered and do not involve a historic landmark or contributing structure. Any new commercial parking development is limited in size and dimensions and would have to be permitted through historic design review and meet specific historic district guidelines. These guidelines along with community design guidelines and development regulations will make development of these structures fit in with the historic context of the district.
43. **Policy 3.5, Neighborhood Involvement**, provides for the active involvement of neighborhood residents and businesses in decisions affecting their neighborhood. The amendments support this policy for the reasons cited in the findings for State Goal 1, Citizen Involvement and Portland Comprehensive Plan Goal 9 Citizen Involvement.
- a. Action TP3 calls for the creation of a local Transportation Management Association (TMA) that would have active representation from neighborhood and business interests in managing parking and promoting alternative modes of transportation. The TMA will also be responsible for approving sites for the shared use of parking provision.
 - b. Land use review including historic development review is required for the 6 commercial parking sites on Map 562-3. Neighborhood involvement in land use reviews is encouraged.
44. **Goal 4, Housing**, calls for enhancing Portland's vitality as a community at the center of the region's housing market by providing housing of different types, tenures, density, sizes, costs and locations that accommodates the needs, preferences, and financial capabilities of current and future households. The amendments support this Goal. See findings for State Goal 10, Housing.

45. **Objective G:** Facilitate the redevelopment of surface parking lots zoned for residential and mixed-uses to accommodate housing and mixed-use development. On balance, when this objective is considered in the context of the recently adopted *Northwest District Plan* (NWDP), the amendments are consistent.
- a. The NWDP greatly increases opportunities for housing and mixed-use development in the Northwest District and offsets the possibility of commercial parking sites not including housing or mixed-use development. See finding for Statewide Planning Goal 10, Housing.
 - b. Housing and mixed-use development is not precluded on any of the sites affected by the amendments. Both the identified shared use parking and commercial parking sites may be redeveloped with housing and/or mixed-use. Two of the commercial parking sites in the RH zone, are encouraged to build housing and will receive greater building height if at least 50% of the project is residential development.
46. **Objective H:** Create alternatives to the demolition, without replacement, of structurally sound housing on residentially zoned property. The amendments generally support this objective with one exception for a residential development on a site where commercial parking is allowed. The designation of commercial parking sites in the area of most need in the Northwest District involved looking at sites that did not involve historically designated resources or residential uses. Due to limited opportunity sites and the plethora of historic structures and residences in close proximity to the 23rd and 21st main streets, one site was selected that involves a non-historically designated residential use. On balance with the recently adopted *Northwest District Plan*, which includes Objective F of Policy 5, Housing, encouraging the renovation and rehabilitation of existing housing as a preferred alternative to clearance and redevelopment, and the rezoning of property in the district to allow up to 6,000 new residential units, this objective is met.
47. **Policy 4.2, Maintain Housing Potential,** calls for retaining housing potential by requiring no net loss of land reserved for, or committed to, residential, or mixed-use. The amendments support this policy because there is no change in base zoning that might preclude the housing potential. The recently adopted *Northwest District Plan* greatly increased the housing potential in the district, which would quickly negate any potential loss of housing that might occur on the limited acreage of residentially zoned properties allowed to develop commercial parking (in addition to residential uses).
48. **Objective B:** Establish development patterns that combine residential with other compatible uses in mixed-use areas such as the Central City, Gateway Regional Center, Station Communities, Town Centers, Main Streets, and Corridors. The amendments support this objective for the following reasons. The amendments are not inconsistent with this objective as the commercial parking allowance serves main street vitality along NW 21st and 23rd avenues and is a limited extension of the main street zoning to accomplish a parking supply deficiency in a highly developed urban mixed-use neighborhood.
49. **Objective C:** Protect housing from excessive off-site impacts including pollution, noise, vibration, odors, and glare. The amendments support this objective because commercial parking regulations allow this use to occur on a very limited number of sites and parking must be in a structure. Additionally, there are existing development standards and design review guidelines that would have to be met that specifically relate minimizing off-site impacts. Also, shared use parking sites can be approved or denied through a TMA based on off-site impacts or the lack thereof.
50. **Objective D:** Limit conflicts between existing business areas and housing caused by traffic and parking, noise, and signage. The amendments support this objective for the following reasons.

- a. The impacts of potential commercial parking uses located near housing was considered in development of the regulations and these sites are intentionally limited in the amount of new parking spaces and the overall number of parking spaces per site to minimize impacts. This use must also be in a structure, which helps to minimize impacts.
 - b. The parking strategy includes zoning provisions that allow shared use of parking facilities and the provision of commercial parking adjacent to residential areas. Parking strategy elements designed to limit conflicts between residential uses and parking facilities include limits on the number of spaces, design review provisions, conditional use review for potentially larger structures that includes meeting transportation criterion, development standards, and the creation of a Transportation Management Association to monitor and administer elements of the district's parking programs.
- 51. Goal 5, Economic Development,** calls for promotion of a strong and diverse economy that provides a full range of employment and economic choices for individuals and families in all parts of the city. The amendments support this goal and its policies and objectives for the reasons below. The amendments are one element of a strong and diverse economy. Findings for Comprehensive Plan Goal 2, Urban Development and its policies and objectives and for State Goal 9, Economic Development also support this Goal and its policies and objectives.
- a. Policy 4, Parking, calls for providing and managing parking to serve the community while protecting and enhancing the livability and urban character of the district.
 - b. Objectives B, F, and G of Policy 4 promote a diverse economy by providing opportunities for the shared use of existing parking, encouraging turnover of on-street visitor parking , and focusing short-term patron parking along NW 21st and 23rd avenues.
 - c. TP3 calls for the creation of a TMA, which would assist employers and employees with multi-modal transportation choices.
 - d. The zoning regulations for the shared use of parking and commercial parking sites assist with employee and customer parking needs by providing increased parking opportunities.
- 52. Policy 5.2, Business Development,** calls for sustaining and supporting business development activities to retain, expand, and recruit businesses. The amendments support this policy for those businesses in the Northwest District that rely upon parking resources for their employees and customers. The amendments address a parking supply shortage in a manner that does not limit other transportation options for employees and customers. See findings for Goal 5 above.
- 53. Objective B:** Incorporate economic considerations in long-range planning activities undertaken by the Bureau of Planning. The *Northwest District Plan* addresses economic concerns in the following ways.
- a. The amendments were developed as part of the Northwest District Plan process, which included many avenues for input from business community stakeholders. The Northwest Planning Citizen Advisory Committee (CAC) met regularly throughout the planning process, advising staff and providing written and oral input. The CAC included community residents and business people from the Nob Hill Business Association. A parking issues working group advised staff on parking-related plan proposals and included representatives from the Northwest District

Association and Nob Hill Business Association and representatives from the Portland Office of Transportation's *On-Street Parking Plan* Citizen Advisory Committee. Throughout the planning process, staff sought input from affected neighborhood and business associations by attending meetings, making presentations, and exchanging ideas. Staff met individually with district property owners and business people whenever asked.

- a. Policy 4 Parking calls for providing and managing parking to serve the community while protecting livability. Objective B calls for providing for efficient use of on- and off-street parking through such means as "shared use" of parking facilities and minimizing the number and size of curb cuts. Parking objective C calls for accommodating a limited amount of additional structured off-street parking to serve local residents and businesses, while mitigating for negative impacts.

54. Objective C of Policy 5.3 Community-Based Economic Development: calls for evaluating the impact of zoning regulations on neighborhood businesses and for involving business and neighborhood associations in that evaluation. See finding for Objective B above. Business participants in this process provided their input on the impacts of concepts and proposals under consideration.

55. Policy 5.4, Transportation System, calls for promotion of a multi-modal regional transportation system that encourages economic development. The amendments support this policy and its objectives for the reasons below. Findings for State Goal 12, Transportation also support this policy and its objectives.

- a. Policy 4, Parking supports the provision and management of parking to serve the community and enhance livability.

- (1) Objective A calls for reducing demand for parking.

- (2) Objectives B and F call for efficient use of existing parking resources.

- (3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.

- (4) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.

- b. Northwest Plan District provisions provide for more efficient use of existing parking through "shared use" of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors.

- c. Action TP3, creating a Transportation Management Association (TMA) that will serve to meet the transportation needs of the business community.

56. Objective H: Pursue transportation and parking improvements that reinforce commercial, industrial and residential districts and promote development of new commercial, industrial, and residential districts. The amendments support this objective for the reasons below.

- a. Policy 4, Parking and its related Objectives calls for providing and managing parking resources to serve the community. This includes area businesses that are dependant on customers that rely on autos to get to the district and require auto parking. Northwest plan district provisions provide for more efficient use of existing parking through "shared use" of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors.
- b. Action TP3, creating a Transportation Management Association (TMA) that will serve to meet the transportation needs of the business community.

57. Objective F of Policy 5.6 Area Character Within Designated Commercial Areas: Support public and private improvements and maintenance actions, which help enhance a commercial area's identity and provide a safe and attractive physical environment. The amendments support this objective as the primary commercial areas of NW 21st and 23rd avenues have an identity as attractive retail streets but are also known for their limited parking resources. The amendments seek to better manage parking resources and provide a limited increase in the parking supply through the allowance of commercial parking structures on identified sites. These uses will have to meet development standards and design guidelines that will require them be attractive and safe facilities.

58. Goal 6, Transportation, calls for developing a balanced, equitable, and efficient transportation system that provides a range of transportation choices; reinforces the livability of neighborhoods; supports a strong and diverse economy; reduces air, noise, and water pollution; and lessens reliance on the automobile while maintaining accessibility. The amendments are one element of a balanced transportation system the remainder of which is comprehensively addressed in the recently adopted *Northwest District Plan*. The amendments support this goal and its policies and objectives for the reasons below and for the reasons cited in the findings for State Goal 11, Public Facilities and Services and State Goal 12, Transportation and Portland Comprehensive Plan Goal 2, Urban Development.

- a. Policy 4, Parking, supports the provision and management of auto parking to serve the community and enhance livability.
 - (1) Objective A calls for reducing demand for parking.
 - (2) Objectives B and F call for efficient use of existing parking resources.
 - (3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.
 - (4) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.
- b. Northwest Plan District provisions provide for more efficient use of existing parking through "shared use" of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors.

59. Policy 6.2, Public Involvement and its objectives, call for carrying out a public involvement process that provides information about transportation issues, projects, and processes to citizens, businesses

and other stakeholders. The amendments support this policy for the reasons cited in the findings for State Goal 1, Citizen Involvement, Comprehensive Plan Goal 9, Citizen Involvement and in the General Findings of the Ordinance to which this exhibit is attached.

60. **Policy 6.12, Regional and City Travel Patterns** and its objectives, calls for supporting the use of the street system consistent with its state, regional, and city classifications and its classification descriptions. The amendments support this policy because they are consistent with existing street classifications.
61. **Policy 6.16, Access Management**, calls for promoting an efficient and safe street system, and provide adequate accessibility to planned land uses. The amendments support this policy for the following reasons:
 - a. Objectives B and D of Policy 4, Parking, call for providing efficient use of on (and off-) street parking through such means as...minimizing the number of curb cuts, and minimizing the impacts of off-street parking along main streets and the Portland Streetcar line
 - b. Action TP4 preserves on-street parking spaces and reduces auto-pedestrian conflicts by eliminating unneeded curb cuts, minimizing the width of curb cuts, minimizing the width of curb cuts, and consolidating driveways as properties develop.
 - c. The zoning provisions for conditional use approval of commercial parking structures allows access to be considered from a main street if, traffic impacts from accessing the structure from an adjacent local street with a residential character is deemed to be detrimental to the local area.
62. **Policy 6.17, Coordinate Land Use and Transportation**, calls for implementing the *Comprehensive Plan* Map and the 2040 Growth Concept through long-range transportation and land use planning and the development of efficient and effective transportation projects and programs. The amendments support this policy because the Northwest District Plan process included coordinated land use and transportation planning and the cooperation of the Bureau of Planning and the Office of Transportation.
63. **Policy 6.18, Adequacy of Transportation Facilities**, calls for ensuring that amendments to the *Comprehensive Plan* (including goal exceptions and map amendments), zone changes, conditional uses, master plans, impact mitigation plans, and land use regulations that change allowed land uses are consistent with the identified function and capacity of, and adopted performance measures for, affected transportation facilities. The amendments are consistent with this policy for the reasons cited in the findings for State Goal 12, Transportation and Portland Comprehensive Plan Goal 6, Transportation.
 - a. Traffic impacts of the permitted (Type A and B) commercial parking uses with a capped amount of parking was evaluated by the Office of Transportation and did not significantly degrade the system.
 - b. Type C and larger Type A and B site projects would require conditional use review and would evaluate each project's impact on the transportation system as a basis for project approval or denial.
64. **Policy 6.25, Parking Management**, calls for managing the parking supply to achieve transportation policy objectives for neighborhood and business district vitality, auto trip reduction, and improved air quality. The amendments are consistent with this policy this policy for the reasons below.

- a. Policy 4, Parking, supports the provision and management of auto parking to serve the community while enhancing livability and the urban character of the district.
 - (1) Objective A calls for reducing demand for parking.
 - (2) Objectives B and F call for efficient use of existing parking resources.
 - (3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.
 - (4) Objective D calls for minimizing the impacts of off-street parking along main streets and the streetcar line.
 - (5) Objective E calls for discouraging parking by central city commuters and PGE Park patrons in the district.
 - (6) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.
 - (7) Objective I calls for limiting the size of new surface parking lots. This is implemented through the expanded Northwest Plan District, which limits new surface parking lots to 20,000 square feet per site.
 - c. The plan identified a significant disparity between the supply and the demand for parking in the district. The plan outlines a multi-part parking strategy that includes on- and off-street supply and management approaches as well as measures to limit the impacts of parking on the character of the district. New Northwest Plan District provisions provide for more efficient use of existing parking through "shared use" of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors, where demand is highest. The additional commercial parking allowed under the new regulation is capped at 650 spaces total, but fewer spaces are expected to be developed.
 - d. Parking strategy elements designed to limit conflicts between residential uses and parking facilities include design review provisions and development standards, parking space limitations and the creation of a Transportation Management Association to monitor and administer elements of the district's parking programs.
65. **Policy 6.26, On-Street Parking Management**, calls for managing the supply, operations, and demand for parking and loading in the public right-of-way to encourage economic vitality, safety for all modes, and livability of residential neighborhoods. The amendments support this policy for the reasons cited in the findings for Portland Comprehensive Plan Policy 6.25, Parking Management and because the Northwest District Plan includes a multi-part parking strategy that includes on-street parking supply and management approaches as part of an integrated approach to parking in the district. The Office of Transportation will be implementing on-street parking management strategies over the next 20 years.

- a. Parking Policy and Objectives B, E, F, and G address on-street parking management by providing efficient use of on-street parking including minimizing curb cuts, discouraging commuter parking and parking by PGE Park patrons in the district, by encouraging turnover of on-street parking, and focusing short-term patron parking along NW 21st and 23rd avenues.
 - b. Actions TP2, TP4, TP5 and TP6 all relate to on-street parking management through the establishment of a program that utilizes pay-to-park and permit parking, preservation of on-street parking spaces and eliminating unnecessary curb cuts, reviewing on-street parking signage, and continuing to enforce parking regulations.
66. **Policy 6.27, Off-Street Parking**, calls for regulating off-street parking to promote good urban form and the vitality of commercial and employment areas. The amendments support this policy for the reasons below and for the reasons cited in the findings for Portland Comprehensive Plan Policy 6.25, Parking Management and Goal 12 Urban Design.
- a. The amendments include a multi-part parking plan that includes off-street parking supply and management approaches as part of an integrated strategy to parking in the district. The off-street parking supply and management elements will be implemented by this amendment.
 - b. The plan contains zoning strategies designed to facilitate the addition of a limited amount of new commercial parking in close proximity to the district's mixed-use main streets, where parking demand is highest.
 - c. Parking strategy elements designed to limit conflicts between residential uses and parking facilities include design review provisions and development standards, parking space limitations and the creation of a Transportation Management Association to monitor and administer elements of the district's parking programs.
67. **Objective B:** Encourage the redevelopment of surface parking lots into transit-supportive uses or development or to include facilities for alternatives to the automobile. The amendments partially support objective and are balanced with other findings that related to economic development and transportation. The amendments replace surface parking lots with urban designed structures that will include active main street uses and may also include housing. The amount of new commercial parking permitted in structures is limited and should not interfere with the continued high level of transit and other modes such as walking along the 21st and 23rd main streets. See findings for Comprehensive Plan Objective G of Goal 4 Housing, Goal 5 Economic Development, and Goal 6 Transportation.
68. **Objective C:** Limit the development of new parking spaces to achieve land use, transportation, and environmental objectives. The amendments are consistent with this objective because the additional new off-street commercial parking spaces allowed by the regulations of this amendment is capped at 650 total spaces, including both new and existing spaces, and is focussed at strategic locations in the highest parking demand portions of the district that has a shortage of parking spaces. Other amendments to and provisions in the *Northwest District Plan*, such as creation of a Transportation Management Association, help to reduce the demand for new parking spaces. See findings for Statewide Planning Goal 12, Transportation and Comprehensive Plan Goal 6 Transportation.
69. **Policy 6.28, Travel Management**, calls for reducing congestion, improve air quality, and mitigate the impact of development-generated traffic by supporting transportation choices through demand management programs and measures and through education and public information strategies. The

amendments support this policy for the reasons cited in the findings for State Goal 12, Transportation and Portland Comprehensive Plan Goal 6, Transportation and Policy 6.39 below.

70. Policy 6.39 Northwest Transportation District calls for strengthening the multimodal transportation system in the Northwest District by increasing public transit use, encouraging transportation demand management measures, and improving pedestrian and bicycle access. This policy is supported by these amendments and the recently adopted *Northwest District Plan*. Policy 3 of the plan, Transportation, comprehensively addresses multimodal transportation. The amendments support this objective for the reasons below.

a. Policy 4, Parking supports the provision and management of auto parking to serve the community and enhance livability.

(1) Objective A calls for reducing demand for parking.

(2) Objectives B and F call for efficient use of existing parking resources.

(3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.

(4) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.

b. Northwest Plan District provisions provide for more efficient use of existing parking through “shared use” of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors.

c. TP3 calls for the formation of a TMA that will promote alternative modes of transportation.

71. Objective E. Reinforce the Northwest District main streets – NW 21st and 23rd – by retaining and improving their pedestrian-oriented character and improving access to transit. The amendments support this objective as stated in finding for Policy 2.12 above.

72. Objective F. Support a range of strategies in the high-density portions of the district to address parking issues, including commuter and event parking impacts. The amendments support this objective for the reasons below.

a. The Parking Policy and implementation actions include a multi-part parking strategy that address both on- and off-street parking issues as well as the impacts of parking on businesses and residents.

b. Policy 4, Parking supports the provision and management of auto parking to serve the community and enhance livability.

(1) Objective A calls for reducing demand for parking.

(2) Objectives B and F call for efficient use of existing parking resources.

- (3) Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts.
 - (4) Objective D calls for minimizing the impacts of off-street parking on main streets
 - (5) Objective E discourages parking in the district by central city commuters and PGE Park event goers.
 - (6) Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.
- c. The Northwest District Plan parking strategy includes zoning provisions that allow shared use of parking facilities and the provision of commercial parking immediately adjacent to residential areas. Parking strategy elements designed to limit conflicts between residential uses and parking facilities include design review provisions and development standards, parking space limitations and the creation of a Transportation Management Association to monitor and administer elements of the district's parking programs.
 - d. Northwest Plan District provisions provide for more efficient use of existing parking through "shared use" of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors.
73. **Goal 7, Energy**, calls for promotion of a sustainable energy future by increasing energy efficiency in all sectors of the city by ten percent by the year 2000. The amendments support this Goal and its policies for the reasons cited in the findings for State Goal 13, Energy Conservation, and on balance when considering the broader context of the recently adopted *Northwest District Plan*, which promotes compact urban mixed-use development and a balanced multimodal transportation system.
74. **Policy 7.6, Energy Efficient Transportation** and its objectives call for providing opportunities for non-auto transportation and for reducing gasoline and diesel use by increasing fuel efficiency. The amendments support this policy for the reasons cited in the findings for State Goal 12, Transportation and Policy 6.39 above.
75. **Goal 8, Environment**, calls for maintenance and improvement of the quality of Portland's air, water, and land resources, as well as protection of neighborhoods and business centers from noise pollution. The amendments support this goal for the reasons cited in the findings for State Goal 5, Open Space, Scenic and Historic Areas, and Natural Resources, State Goal 6, Air, Water and Land Resource Quality, State Goal 14, Urbanization and Portland Comprehensive Plan Goal 2, Urban Development.
76. **Goal 9, Citizen Involvement**, calls for improved methods and ongoing opportunities for citizen involvement in the land use decision-making process. The amendments are consistent with this goal for the reasons cited in the findings for State Goal 1, Citizen Involvement.
77. **Policy 9.3, Comprehensive Plan Amendment**, calls for allowing for the review and amendment of the adopted *Comprehensive Plan* which ensures citizen involvement opportunities for the city's residents, businesses and organizations. The amendments support this policy for the reasons cited in the findings for State Goal 1, Citizen Involvement and because the Northwest District Plan Process provided a forum for a district-specific review and update of portions of the Comprehensive Plan.

78. **Policy 9.4, Intergovernmental Cooperation**, calls for promoting citizen involvement in land use decisions initiated by other governmental agencies. The amendments support this policy for the reasons cited in the findings for State Goal 1, Citizen Involvement and because this amendment was part of the Northwest District Plan Process and provided a forum for citizens to engage with other government agencies and their ongoing planning work.
79. **Goal 10, Plan Review and Administration**, requires that Portland's *Comprehensive Plan* undergo a periodic review. The amendments support this goal for the reasons cited in the findings for State Goal 1, Citizen Involvement and because this plan updates Portland's *Comprehensive Plan* for this area of the city. Area and district plans are the current method the City of Portland is using to update the *Comprehensive Plan* map for specific geographic areas.
80. **Policy 10.1, Comprehensive Plan Review**, calls for implementing a process for the review of the *Comprehensive Plan* goals, policies, objectives, and implementation provisions on a periodic basis. The amendments support this policy for the reasons cited in the findings State Goal 1, Citizen Involvement and because this plan updates Portland's *Comprehensive Plan* for this area of the city. Area and district plans are the current method the City of Portland is using to update the *Comprehensive Plan* map for specific geographic areas.
81. **Policy 10.6, Amendments to the Comprehensive Plan Goals, Policies, and Implementing Measures**, requires that all proposed amendments to implementing ordinances be reviewed by the Planning Commission prior to action by the City Council. The amendments support this policy because on November 26, 2002, the Portland Planning Commission held a public hearing on the Proposed *Northwest District Plan* (which included the initial parking proposal). The Planning Commission deliberated on the plan at subsequent work sessions on December 10, 2002, and January 14, January 28 and April 8, 2003. On April 8, 2003 the Planning Commission recommended that City Council adopt the Recommended *Northwest District Plan*, which included the Parking Policy and Regulations.
82. **Policy 10.10, Amendments to the Zoning and Subdivision Regulations**, requires amendments to the zoning and subdivision regulations to be clear, concise, and applicable to the broad range of development situations faced by a growing, urban city. The amendments are consistent with this policy for the reasons below.
- a. The amendments provide a district-specific refinement of the City's zoning code that responds to the unique urban character and issues related to parking in the Northwest District.
 - b. The code provisions provide clear regulatory guidance in the form of clear and objective standards as well as provisions requiring discretionary review, where appropriate.
83. **Goal 11 A, Public Facilities, General**, calls for provision of a timely, orderly and efficient arrangement of public facilities and services that support existing and planned land use patterns and densities. Overall, the Northwest District contains sufficient public facilities and services to allow for significant changes and additions in population and economic expansion. The amendments are consistent with this goal for the following reasons and for the reasons cited in the findings for State Goal 11, Public Facilities and Services, State Goal 12 Transportation, Portland Comprehensive Plan Goal 8 Environment and Portland Comprehensive Plan Goal 12, Transportation.
- 83a. **Objective B of Policy 11.13 Performance Measures**, calls for use of level of service as one measure to evaluate the adequacy of transportation facilities in the vicinity of sites subject to land

use review. The amendments support this policy by requiring that larger commercial parking structures undergo a conditional use review with transportation criterion that will determine the approval or denial of the proposed use. A key criterion evaluates signalized intersections within 600 feet of the site to ensure that the intersection(s) will operate at an acceptable level of service or will not be significantly degraded by the proposed use.

84. **Goal 12, Urban Design**, calls for the enhancement of Portland as a livable city, attractive in its setting and dynamic in its urban character by preserving its history and building a substantial legacy of quality private developments and public improvements for future generations. The amendments are consistent with this goal because new permitted commercial parking facilities must meet Northwest Plan District and base zone development regulations and must be approved through historic design review that will consider Alphabet Historic District design and community design guidelines, and they must be developed in a structure.
85. **Objective A of Policy 12.1**: Give form to the City and extend the intimate and human scale that typifies Portland. Preserve public access to light and air by managing and shaping the mass, height and bulk of new development. Retain the variety of alternative routes between locations that is produced by using a small block size. Focus new development at locations where necessary services already exist such as near light rail transit stations and along transit streets. The amendments support this objective by allowing a limited amount of structured commercial parking at 6 specifically identified locations associated with a residential zone adjacent to the commercial main street zoning. Maximum height limits of these structures in the residential zones is 30 feet, below that which the base zone allows for residential uses. The permitted number of parking spaces and overall cap of 650 new and existing spaces on the 6 sites will also limit the bulk of these uses. Historic design review with historic design and community design guidelines will consider many of the features described above for commercial parking structure projects. For a few of the Type A and B sites, the building footprint is maximized to ensure that the allowed number of commercial parking spaces can be reached. This provision should be considered in the larger context of economic development and transportation. See Comprehensive Plan findings for Goal 5 Economic Development and Goal 6 Transportation.
86. **Objective I of Policy 12.1**, Encourage the use of materials and a quality of finish work which reinforce the sense of this City as one that is built for beauty and to last. Reflect this desire in both public and private development projects. The amendment supports this objective by requiring historic design review for all of the potential new commercial parking sites. All projects will have to meet specific design guidelines that will consider use of materials.
87. **Objective C of Policy 12.1**: Foster the development of an attractive urban character along Portland's commercial streets and in its commercial districts. Accommodating pedestrians as shoppers and visitors in commercial areas is a major priority of development projects. Commercial areas should allow the development of a mixture of uses, including residential uses. Add new building types to established areas with care and respect for the context that past generations of builders have provided. The amendments support this objective because new commercial parking structures must meet Northwest Plan District regulations that support active uses and ground floor windows along the mixed-use main street corridors, parking will locate in a structure behind the active uses. Housing is not precluded from the sites identified for commercial parking.
88. **Policy 12.3, Historic Preservation**, calls for enhancing the City's identity through the protection of Portland's significant historic resources. The amendments support this policy. See findings for Statewide Planning Goal 5, Open Space, Scenic and Historic Areas, and Natural Resources.

89. **Objective E of Policy 12.3:** Protect potentially significant historic structures from demolition until the City can determine the significance of the structure and explore alternatives to demolition. The amendments support this objective because the City completed a comprehensive planning effort with the Northwest District neighborhood to nominate the Alphabet Historic District to the National Register of Historic Places. The district was listed in the National Register on November 16, 2000. The 6 sites identified for commercial parking structures associated with residentially zoned land were carefully selected to avoid demolition of historically designated resources. The one residential development that may be demolished if a commercial parking structure is constructed is classified as a Historic Noncontributing structure.
90. **Policy 12.6, Preserve Neighborhoods,** calls for preserving and supporting the qualities of individual neighborhoods that help to make them attractive places. The Northwest District is a complex inner-urban area, with a rich diversity of land uses, people, businesses, infrastructure, services, and amenities. See findings for Goal 3, Neighborhoods. The amendments also support this policy by:
- a. Policy 4, Parking, and its implementing objectives seek to provide and manage parking while protecting and enhancing the livability and urban character of the district. Specifically, Objective A calls for reducing demand for parking. Objectives B and F call for efficient use of existing parking resources. Objective C supports a limited amount of additional structured commercial parking while preserving the character of the district and mitigating for negative impacts. Objective G calls for focussing short-term patron parking along NW 21st and 23rd Avenues, where the greatest demand exists and where negative impacts to surrounding residences can be minimized.
 - b. The plan identified a significant disparity between the supply and the demand for parking in the district. New Northwest Plan District provisions provide for more efficient use of existing parking through "shared use" of accessory parking under certain conditions and also provide for the addition of a limited amount of structured commercial parking in close proximity to the 21st and 23rd avenue commercial corridors. The additional commercial parking allowed under the new regulation is capped at 650 spaces total, but fewer spaces are expected to be developed.
91. **Objective B of Policy 12.6:** Respect the fabric of established neighborhoods when undertaking infill development projects. The amendments support this objective. New commercial parking projects must be approved through historic design review that includes meeting historic and community design guidelines that will make the project respect the fabric of the established neighborhood, including specifically identified subarea characteristics and traditions recently adopted in the *Northwest District Plan*.
92. **Objective A of Policy 12.7:** Consider as part of the development of community plans the following urban design issues: the need for new design zones; the protection of significant historical resources; the location of major and minor points of transition, gateways and focal points; the protection and enhancement of scenic resources; the location of existing public attractions; good locations for possible new attractions; the locations of trails, pedestrian paths and bicycle routes and paths; the location of existing open spaces; and the need for new public open spaces. The amendments support this objective. See findings for Statewide Goal 5, Open Space, Scenic and Historic Areas, and Natural Resources.

Northwest District Plan Findings

93. **Policy 1, Land Use**, calls for participating in the growth of the metropolitan region in a manner that protects and enhances the quality of life in the Northwest district and enhancing the district's sense of place as a distinct yet diverse community, with an active mix of housing and businesses. The amendments support this policy. See findings for Comprehensive Plan Goal 3 Neighborhoods.
94. **Objective B of Policy 1, Land Use**, supports land use strategies and developments that enhance employment opportunities in the district. The amendments support this objective by managing parking in the mixed-use area of the district that will benefit businesses by creating more opportunities for customer and employee parking through on- and off-street strategies. Additionally, action item TP3, calls for the creation of a Transportation Management Association (TMA) that will promote alternative modes of transportation and may provide transit incentives and other programs for businesses and employees.
95. **Objective C of Policy 1, Land Use**, concentrates a mix of higher intensity residential and commercial development along main streets and the Portland Streetcar line. The amendments support this objective by providing a policy, objectives, and implementation actions and regulations that support a mix of higher intensity residential and commercial development along the 21st and 23rd avenue main streets. Shared use of existing parking facilities will benefit local residents and employees, and the provision allowing a limited amount of additional structured commercial parking near the main streets will support commercial development by providing an incremental amount of parking for visitors and customers.
96. **Objective D of Policy 1, Land Use**, reinforces main streets and the Portland streetcar line as the focus for retail activity in the district. The amendments support this objective. See findings for Objective C above.
97. **Policy 3, Transportation**, calls for providing a full range of transportation options for moving people and goods thereby supporting neighborhood livability and commerce and reducing reliance on the automobile. The amendments support this policy as one element, parking, in a multimodal system. The remaining elements were addressed in this policy, which was recently adopted. See findings for Comprehensive Plan Goal 6 Transportation.
98. **Objective E of Policy 3, Transportation**, promotes increased use of public transit by residents, employees and visitors. The amendments support this objective by Objective A of Policy 4 seeking to reduce reliance on the automobile, and action TP3 that calls for the creation of a TMA that will conduct programs to promote transit use along with other alternative modes of travel.
99. **Objective G of Policy 3, Transportation**, calls for enhancing main streets and the Portland Streetcar line as key pedestrian places. The amendments support this objective by providing an on-street and off-street parking management policy, objectives, and implementation strategies that: maximize the efficiency of parking resources, allow a limited increase in the number of commercial parking spaces behind active uses along main streets, and promote a reduction of parking demand. Action TP3 calls for creation of a Transportation Management Association (TMA), which will promote alternatives to the automobile and seek funding to improve the key pedestrian places. The amendments will not significantly impact the emphasis of the 21st and 23rd main streets as pedestrian places, but will better accommodate one sector of residents, visitors, and commercial customers, and employees who travel by car but utilize the pedestrian realm of the main streets.

100. **Policy 5, Housing**, calls for retaining the district's existing housing stock and mix of types and tenures and promoting new housing opportunities that reflect the existing diversity of housing and supporting a population diverse in income, age and household size. The amendments are consistent with this policy as opportunities for residential development are not precluded. The recently adopted *Northwest District Plan* comprehensively addresses the Northwest District's diverse housing stock. The amendments are only one transportation-related component of the plan. See findings for Statewide Planning Goal 10, Housing.
101. **Objective F of Policy 5, Housing**, encourages the renovation and rehabilitation of existing housing as a preferred alternative to clearance and redevelopment. The amendments on balance with the broader *Northwest District Plan*, support this objective. See findings for Comprehensive Plan Objective H of Goal 4 Housing.
102. **Policy 6, Business and Economic Development**, calls for fostering a healthy and prosperous business community that serves the needs of the district and retaining and expanding the diverse mix of businesses and jobs. The amendments support this policy. See findings for Comprehensive Plan Goal 5 Economic Development.
103. **Objective A of Policy 6, Business and Economic Development**, promote the formation of new, and the growth of established, businesses. The amendments support this objective. See findings for Comprehensive Plan Goal 5 Economic Development.
104. **Objective C of Policy 6, Business and Economic Development**, support the establishment and growth of retail businesses that provide goods and services needed by district residents and employees while responding to the regional nature of the Northwest retail and service market. The amendments support this objective. See findings for Comprehensive Plan Goal 5 Economic Development.
105. **Objective I of Policy 6, Business and Economic Development**, build on the unique identity and economic strength provided by the district's main streets. The amendments support this objective. See findings for Comprehensive Plan Objective F of Policy 5.6.
106. **Policy 7, Urban Design**, calls for respecting the urban design principles and architectural qualities that define the district's human-scaled, pedestrian-oriented character. The amendments support this policy. See findings for Comprehensive Plan Goal 12, Urban Design and Objective A of Policy 12.1.
107. **Objective A of Policy 7, Urban Design**, integrate new development with the existing urban fabric by acknowledging the scale, proportions, orientation, quality of construction and other architectural and site design elements of the building's immediate area. The amendments support the objective. See findings for Objective B of Comprehensive Plan Policy 12.6.
108. **Objective B of Policy 7, Urban Design**, promote a high level of design quality in mixed-use areas, including main streets, the Portland Streetcar line and other areas where more intensive development is anticipated. The amendments support this objective to promote a high level of design quality in mixed-use areas. See findings for Comprehensive Plan Goal 12, Urban Design and Objective C of Policy 12.1.
109. **Objective C of Policy 7, Urban Design**, seeks to preserve and enhance the distinct character of different parts of the Northwest District. The amendments support this objective. See finding for Comprehensive Plan Objective B of Policy 12.6.

- 110. Objective D of Policy 7, Urban Design,** foster a continuous frontage of buildings and active uses along main streets and the Portland Streetcar line. The amendments support this objective. See findings for Comprehensive Plan Objective C of Policy 12.1.

178045

Ordinance No. As Amended

*Amend Title 33, Planning and Zoning, to exempt development on certain vacant lots in the R5 zone from minimum lot size standards. (Ordinance; Amend Title 33)

The City of Portland Ordains:

Section 1. The Council finds:

General Findings

1. On June 26th, 2002, the City Council adopted Resolution 36080, which authorized the Mayor to develop a process to streamline and update the City's building and land use regulations and to improve regulatory-related procedures and customer services.
2. This process, the Regulatory Improvement Workplan, includes several phases, and a number of projects assigned to several bureaus.
3. On August 14, 2002, Council adopted the FY 2002-2003 Initial Regulatory Improvement Work Plan.
4. On August 13, 2003, Council adopted the FY 2003-2004 Regulatory Improvement Work Plan.
5. These workplans have been divided into several projects. The first of the projects addressed the dollar thresholds for upgrades to nonconforming development and was adopted by City Council on April 2, 2003.
6. The second project containing items from the 2002-2003 Regulatory Improvement Workplan - Policy Package 1 was initially adopted by City Council on July 9, 2003 with an effective date of August 30, 2003.
7. The ordinance adopting Policy Package 1 was appealed to the State Land Use Board of Appeals (LUBA). The City Council adopted a resolution on September 10, 2003 authorizing the City Attorney to voluntarily withdraw the ordinance for reconsideration. In addition, City Council directed staff to consider an exemption to minimum lot size for vacant lots, to allow detached houses on smaller lots in the R2 and R2.5 zones citywide, to allow duplexes and triplexes in more situations in the R2 and R2.5 zone citywide and to eliminate the accessory dwelling unit requirements of the 'a' overlay and apply the citywide standards.
8. On September 24, 2003 City Council heard testimony on a revised Policy Package 1 ordinance and recommended Zoning Code language. On October 15, 2003 the Council voted to adopt the revised Policy Package 1 and amend the Zoning Code. It was adopted with an effective date of November 14, 2003.
9. The current proposal is part of Policy Package 2 and is referred to as Policy Package 2-A. It exempts development on certain vacant lots in the R5 zone from the minimum lot size requirements.
10. On September 9, 2003, notice of the proposed action was mailed to the Department of Land Conservation and Development in compliance with the post-acknowledgement review process

required by OAR 660-18-020, and to the Metro Land Use Planning Division in compliance with Metro's Section 3.07.820.

11. On October 28, 2003, the Planning Commission held a hearing on the proposal. Staff from the Bureau of Planning presented the proposal, and public testimony was received.
12. On November 19, 2003, the City Council held a hearing on the Planning Commission recommendation in favor of the proposal. Staff from the Bureau of Planning presented the Planning Commission's recommendations, and public testimony was received.
13. Much of the testimony at the hearings focussed on regulations that are not part of this proposal. Primarily, this testimony asserted that adopting minimum lot size standards for development on platted lots in the R5 zone would limit opportunities for development of detached houses on small lots, and that this would violate a variety of housing goals and objectives, including several that are part of Portland's Comprehensive Plan, Statewide Planning Goals, and the Metro Urban Growth Management Functional Plan. However, the minimum lot size standards for development on platted lots in the R5 zone, and the limitations that may impose, have already been adopted; they were part of the revised Policy Package 1 ordinance adopted by City Council on October 15, 2003, with an effective date of November 14. The regulations that are included in this proposal actually expand the opportunities for development on small platted lots that do not meet minimum lot size standards by exempting certain vacant lots in the R5 zone from the minimum lot size standards adopted in October. Testimony on regulations that have already been adopted is irrelevant to this proposal, and so is not addressed in these findings.
14. There was also a significant amount of testimony at the hearings that the regulations would limit the ability of an owner to demolish a house, regardless of the condition of the structure or the cost to rehabilitate it. However, nothing in this proposal limits an owners' rights and ability to demolish a structure. In addition, nothing in this proposal limits an owners' rights and ability to reasonably use a site after demolition of a structure. The regulations adopted by City Council in October limited development and redevelopment opportunities on small, platted lots that do not meet the minimum lot size standards. Testimony on those already-adopted regulations is irrelevant to this proposal, and so is not addressed in these findings. Under the regulations already adopted by Council, and unchanged by these proposed regulations, a house may be rebuilt when one is demolished, allowing a reasonable use of the land. The regulations considered with this ordinance would allow, in limited cases, two houses to be built when one is demolished, thus increasing the options for redevelopment. Testimony on regulations that have already been adopted is irrelevant to this proposal, and so is not addressed in these findings.
15. On November 19, 2003 the City Council adopted this proposal.
16. Notice under ORS 227.186 was not provided or required because Policy Package 2A does not "rezone" property as defined in that statute.

Statewide Planning Goals Findings

17. State planning statutes require cities to adopt and amend comprehensive plans and land use regulations in compliance with the state land use goals. The following goals and policies are relevant and applicable to Policy Package 2A.

18. **Goal 1, Citizen Involvement**, requires provision of opportunities for citizens to be involved in all phases of the planning process. The preparation of these amendments has provided numerous opportunities for public involvement:

- On September 26, 2003, the Bureau of Planning sent notice to all neighborhood associations and coalitions, and business associations in the City of Portland, as well as other interested persons, to inform them of a Community Open House on October 8, 2003. The purpose of the open house was to allow the public the opportunity to review the proposed recommendations, and ask questions of staff.
- Also on September 26, 2003, the Bureau of Planning sent notice to all neighborhood association and coalitions, and business associations in the City of Portland, as well as other interested persons, to inform them of a Planning Commission public hearing on Policy Package 2. The hearing was also advertised in the Oregonian.
- On September 30, 2003, the Bureau of Planning published a document titled, *2002-2003 and 2003-2004 Regulatory Improvement Workplan: Policy Package 2 Proposed Draft*. The report was made available to the public and mailed to all those requesting a copy. An electronic copy was posted to the Bureau's website for Regulatory Improvement.
- On October 8, 2003, the Bureau of Planning held a Community Open House at which bureau staff from the Bureau of Planning and the Office of Transportation were available to answer questions and copies of the Proposed Draft were available. 10 members of the community attended the open house.
- On October 28, 2003, the Planning Commission held a public hearing during which citizens commented on this proposal.
- On November 19, 2003, the City Council held a public hearing on this proposal, during which citizens commented on the proposal.

19. **Goal 2, Land Use Planning**, requires the development of a process and policy framework that acts as a basis for all land use decisions, and ensures that decisions and actions are based on an understanding of the facts relevant to the decision. The amendments are supportive of this goal because development of the recommendations followed established city procedures for legislative actions.

20. **Goal 7, Areas Subject to Natural Disasters and Hazards**, requires the protection of life and property from natural disasters and hazards. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to areas subject to natural disasters and hazards.

The provision to exempt development on vacant lots in the R5 zone from minimum lot sizes will not apply to lots that have an environmental overlay zone. Retaining minimum lot sizes in environmental overlay zones ensures that these sensitive areas are not subject to development beyond their capacity, or in a manner that would have a significant adverse effect on environmental resources.

21. **Goal 9, Economic Development**, requires provision of adequate opportunities for a variety of economic activities vital to public health, welfare, and prosperity. The amendments support Goal 9 because they update and improve City land use regulations and procedures that hinder desirable

development. Improving land use regulations to make them clear and easily implemented has positive effects on economic development.

22. **Goal 10, Housing**, requires provision for the housing needs of citizens of the state. The amendments are consistent with this goal because they foster housing in the City of Portland and therefore support Goal 10 and its policies.

The Minimum Lot Size Exemption for Vacant Lots provision allows owners of multiple lots in the R5 zone to separate out a lot without a dwelling unit from the rest of the property, even if the vacant lot doesn't meet the minimum lot size standards of 33.110.212. This allows for infill development in existing neighborhoods, increasing housing choice without having a significant effect on neighborhood character. Development standards to regulate size and height on these smaller lots will result in smaller and potentially more affordable houses. The City is currently in compliance with Goal 10; this amendment to the Zoning Code increases the degree to which Portland meets and exceeds the requirements of the Title to provide a variety of housing types at a variety of income levels, and in a variety of locations. This goal is also supported by these amendments for the reasons included under Portland Comprehensive Plan Goal 4, Housing.

23. **Goal 11, Public Facilities and Services**, requires planning and development of timely, orderly and efficient public service facilities that serve as a framework for urban and rural development. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to public facilities and services.
24. **Goal 12, Transportation**, requires provision of a safe, convenient and economic transportation system. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to transportation.
25. **Goal 13, Energy Conservation**, requires development of a land use pattern that maximizes the conservation of energy based on sound economic principles. The amendments are consistent with this goal because they do not change policy or intent of any of the existing regulations pertaining to energy conservation.

The exemption of existing vacant lots in the R5 zone from minimum lot size standards allows for additional units to be built in single dwelling zones, using existing infrastructure without changing the overall character of these neighborhoods. This provides for the use of vacant land within existing neighborhoods for housing, and conserves energy.

Metro Urban Growth Management Functional Plan Findings

26. The following elements of the Metro Urban Growth Management Functional Plan are relevant and applicable to Policy Package 2A.
27. **Title 1, Requirements for Housing and Employment Accommodation**, requires that each jurisdiction contribute its fair share to increasing the development capacity of land within the Urban Growth Boundary. This requirement is to be generally implemented through city-wide analysis based on calculated capacities from land use designations.

According to Metro's Urban Growth Functional Plan, Portland's zoned capacity for 1994 to 2022 is for 72,136 units. This capacity is calculated from residential and mixed use designations on

Portland's Comprehensive Plan map with an assumption that the Portland R5 designation will develop at 80 percent of an allowed maximum density of one housing unit per 5,000 square feet of net buildable land. This analysis is detailed in Metro's December 20, 2002 Periodic Review submittal to LCDC; particularly Appendix A, item 3 of Metro Ordinance 02-969 B, 2002-2022 Urban Growth Report, A Residential Land Need Analysis, August 2002, Updated December 2002.

The analysis used to show that Portland can accommodate 72,136 additional units by the year 2022 did not rely on development on small, platted lots in the R5 zone, but instead assumed that development and redevelopment in the R5 zone would occur at a maximum of 0.8 units per 5,000 square feet. Allowing development on some of these small, platted lots in the R5 zone would increase Portland's planned capacity beyond the calculated amount. As detailed above in addressing compliance with Statewide Goal 9 (Economic Development) and Goal 10 (Housing), the amendments in Policy Package 2-A foster economic growth, and facilitate the development of housing within the City, in compliance with this Title. This is also supported for the reasons included under Portland Comprehensive Plan Goal 4, Housing.

Although Portland is already in compliance with this Title, this amendment will increase the City's planned capacity for housing, increasing the efficient use of land, and increasing the share of regional growth that can be accommodated in Portland (Sections 3.07.110, 3.07.140(3)). Capacity within the City will be increased, not decreased, and so there will be no transfer of capacity to another jurisdiction (Section 3.07.150(A)).

28. **Title 3, Water Quality and Flood Management Conservation**, calls for the protection of the beneficial uses and functional values of resources within Metro-defined Water Quality and Flood Management Areas by limiting or mitigating the impact of development in these areas. The amendments are not inconsistent with this title because they do not change policy or intent of existing regulations relating to water quality and flood management conservation.
29. **Title 7, Affordable Housing**, recommends that local jurisdictions implement tools to facilitate development of affordable housing. The amendments are not inconsistent with this title. The amendments provide an exemption to the minimum lot size standards in the R5 zone for lots that have not had a dwelling unit for a period of time. This will allow detached houses to be built on small lots in limited situations. As a result of the small size of the lots, the houses will provide a more affordable alternative to other houses in the neighborhood. Development standards to limit size and height on these smaller lots will also result in smaller and potentially more affordable houses. Restricting development to vacant lots will help preserve existing affordable housing. This is also supported for the reasons included under Portland Comprehensive Plan Goal 4, Housing.

Subsection 3.07.730(B) requires the City to consider incorporating a number of affordable housing land use tools and strategies into our Comprehensive Plan and Zoning Code. Compliance with this requirement requires that, the City each tool or strategy listed in the subsection and either adopt it or explain why we have decided not to adopt it. This requirement is for a general update to our Comprehensive Plan, not a requirement that must be considered with each amendment to land use regulations. In addition, compliance is not required until the end of this calendar year. The Planning Bureau is working on the City's compliance report now, and expects that no amendments to the Comprehensive Plan or Zoning Code will be needed; the Portland Comprehensive Plan's Housing Goal was updated in 1998 in anticipation of this requirement.

The combination of allowing small houses on small lots in existing neighborhoods, while

preserving existing housing complies with several elements of this Title, including 3.07.710 and 3.07.730(A)

30. **Title 8, Compliance Procedures**, outlines compliance procedures for amendments to comprehensive plans and implementing ordinances. The amendments are not inconsistent with this title because they do not change policy or intent of existing regulations relating to compliance.

Portland Comprehensive Plan Goals Findings

31. The following goals, policies, and objectives of the Portland Comprehensive Plan are relevant and applicable to Policy Package 2A.
32. The City's Comprehensive Plan was adopted by the Portland City Council on October 16, 1980, and was acknowledged as being in conformance with the statewide planning goals by the Land Conservation and Development Commission on May 1, 1981. On May 26, 1995, the LCDC completed its review of the City's final local periodic review order and periodic review work program, and reaffirmed the plan's compliance with statewide planning goals.
33. **Goal 1, Metropolitan Coordination**, calls for the Comprehensive Plan to be coordinated with federal and state law and to support regional goals, objectives and plans. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to metropolitan coordination.
34. **Goal 2, Urban Development**, calls for maintenance of Portland's role as the major regional employment and population center by expanding opportunities for housing and jobs, while retaining the character of established residential neighborhoods and business centers.

The amendments specifically support Goal 2 and its relevant policies by facilitating the development of housing at appropriate locations and intensities. The amendments exempt certain vacant lots from minimum lot size requirements allowing a limited amount of infill housing on lots that do not meet minimum lot size requirements in the R5 zone, if the lot has not had a dwelling unit for a period of time. This expands housing opportunities in established neighborhoods by allowing for the development of underutilized lots. Development standards to regulate size and height on these smaller lots will result in smaller and potentially more affordable houses. Restricting development to vacant lots will also help preserve existing affordable housing

35. **Goal 3, Neighborhoods**, calls for preservation and reinforcement of the stability and diversity of the city's neighborhoods while allowing for increased density. In general, the amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to the stability and diversity of neighborhoods. The amendments directly support this goal by allowing a limited amount of infill housing on lots that do not meet minimum lot size requirements in the R5 zone, if the lot has not had a dwelling unit for a period of time. This expands housing opportunities in established neighborhoods by allowing for the development of underutilized lots. Development standards to regulate size and height on these smaller lots will result in smaller and potentially more affordable houses. Restricting development to vacant lots will also help preserve existing affordable housing

36. **Goal 4, Housing**, calls for enhancing Portland's vitality as a community at the center of the region's housing market by providing housing of different types, tenures, density, sizes, costs and locations that accommodates the needs, preferences, and financial capabilities of current and future households. The amendments are consistent with this goal due to the following:

The amendments foster the provision of housing in the City of Portland and therefore support Goal 4 and its relevant policies. The amendments allow a limited amount of infill housing on lots that do not meet minimum lot size requirements in the R5 zone, if the lot has not had a dwelling unit for a period of time (Policy 4.1, Objective E). This provision will be used in areas of the city that have a historical platting pattern of lots that do not meet current lot size standards. Some rough counts in these areas indicate that this amendment would affect a total of 4-6 percent of the total lots. This results in the potential for infill development on 1400 to 1900 small, vacant lots throughout the city. While this is a significant number in terms of providing additional opportunities for housing on small lots, including affordable housing (Policy 4.13), the overall effect on any one neighborhood is small – no more than 15 percent of the lots in any of the neighborhoods examined meet the criteria for development, and the percentage is typically much lower. Although its overall effect is limited, the amendment expands housing opportunities in established neighborhoods by allowing for the development of underutilized lots (Policy 4.1, Objectives B and E; Policy 4.14; Policy 4.14, Objectives E, H, and I) and, by limiting the number of lots that can be developed in this manner, ensures diversity and a variety of housing rather than wholesale redevelopment (Policy 4.7, Objective B; Policy 4.10, Objective C; Policy 4.12, Objective D; Policy 4.14; and Policy 4.14, Objectives E, H, and I). Development standards to regulate size and height on these smaller lots will result in smaller and potentially more affordable houses (Policy 4.13, Objectives A and B; Policy 4.14, Objective E). Restricting development to vacant lots will also help preserve existing affordable housing (Policy 4.8, Objective B; Policy 4.14, Objective E). The combination of allowing small houses on small lots in existing neighborhoods, while preserving existing housing will help Portland meet current and future housing demand for a variety of housing types and income levels (Policy 4.1, Objective C; Policy 4.7, Objectives B and I; Policy 4.11, Objective B; Policy 4.12, Objective E).

37. **Goal 5, Economic Development**, calls for promotion of a strong and diverse economy that provides a full range of employment and economic choices for individuals and families in all parts of the City. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to economic development.

In general, the amendments support Goal 5 because they update and improve City building and land use regulations and procedures. Improving land use regulations to make them clear and easily implemented has positive effects on economic development.

38. **Goal 7, Energy**, calls for promotion of a sustainable energy future by increasing energy efficiency in all sectors of the City by ten percent by the year 2000. The amendments are consistent with this goal because they do not change policy or intent of existing regulations.

The exemption of existing vacant lots in the R5 zone from minimum lot size allows for additional units to be built in single dwelling zones, using existing infrastructure without changing the overall character of these neighborhoods. This provides for the use of vacant land within existing neighborhoods for housing, and conserves energy.

39. **Goal 8, Environment**, calls for maintenance and improvement of the quality of Portland's air, water, and land resources, as well as protection of neighborhoods and business centers from noise pollution. The amendments are consistent with this goal because they do not change policy or

intent of existing regulations relating to environment.

The provision to exempt development on vacant lots in the RS zone from minimum lot sizes will not apply to lots that have an environmental overlay zone. Retaining minimum lot sizes in environmental overlay zones ensures that these sensitive areas are not subject to development beyond their capacity, or in a manner that would have a significant adverse effect on environmental resources.

40. **Goal 9, Citizen Involvement**, calls for improved methods and ongoing opportunities for citizen involvement in the land use decision-making process. The amendments are consistent with this goal because the process provided opportunities for public input and followed adopted procedures for notification and involvement of citizens in the planning process.
41. **Goal 10, Plan Review and Administration**, is broken down into several policies and objectives. Policy 10.10, Amendments to the Zoning and Subdivision Regulations, directs that amendments to the zoning and subdivision regulations should be clear, concise, and applicable to the broad range of development situations faced by a growing, urban city. These amendments are supportive of Policy 10.10 because they clarify and streamline many of the regulations in the Zoning Code. They also respond to identified current and anticipated problems, including barriers to desirable development, and will help ensure that Portland remains competitive with other jurisdictions as a location in which to live, invest, and do business.
42. **Goal 11, Public Facilities**, is broken down into several goals. The first calls for the provision of a timely, orderly and efficient arrangement of public facilities and services that support existing and planned land use patterns and densities. The second is to preserve the quality of Portland's land transportation system. For the most part, the amendments do not have an affect on these goals because they do not change policy or intent of existing regulations relating to public facilities.
43. **Goal 12, Urban Design**, calls for the enhancement of Portland as a livable city, attractive in its setting and dynamic in its urban character by preserving its history and building a substantial legacy of quality private developments and public improvements for future generations. The amendments are consistent with this goal because they do not change policy or intent of existing regulations relating to urban design.

NOW, THEREFORE, the Council directs:

- a. The second recommendation in Exhibit A, *2002-2003 and 2003-2004 Regulatory Improvement Workplan: Policy Package 2-A Recommended Draft*, dated November 10, 2003, to allow a vacant lot exception, is hereby adopted, as amended;
- b. The third recommendation in Exhibit A, *2002-2003 and 2003-2004 Regulatory Improvement Workplan: Policy Package 2-A Recommended Draft*, dated November 10, 2003, to clarify the development standards for attached housing on narrow lots in Section 33.110.213, is hereby adopted;
- c. Title 33, Planning and Zoning, is hereby amended as shown in Exhibit A, *2002-2003 and 2003-2004 Regulatory Improvement Workplan: Policy Package 2-A Recommended Draft*, dated November 10, 2003, as amended;
- d. The commentary and discussion in Exhibit A, *2002-2003 and 2003-2004 Regulatory Improvement Workplan: Policy Package 2-A Recommended Draft*, dated November 10, 2003, are hereby adopted as legislative intent and further findings, as amended; and
- e. The date in Section 33.110.212 is changed from November 14 to November 15, as shown in the amended Exhibit A, *2002-2003 and 2003-2004 Regulatory Improvement Workplan: Policy Package 2-A Recommended Draft*.

Section 2. The Council declares that an emergency exists because delay in implementing this ordinance will widen the gap between the effective date for the minimum lot size provisions of Policy Package 1 and the effective date of this exception for vacant lots, and because a delay will unduly impede development, causing difficulties for both developers and potential purchasers; therefore, this ordinance shall be in full force and effect on December 10, 2003.

Passed by the Council, **NOV 19 2003**

Mayor Vera Katz

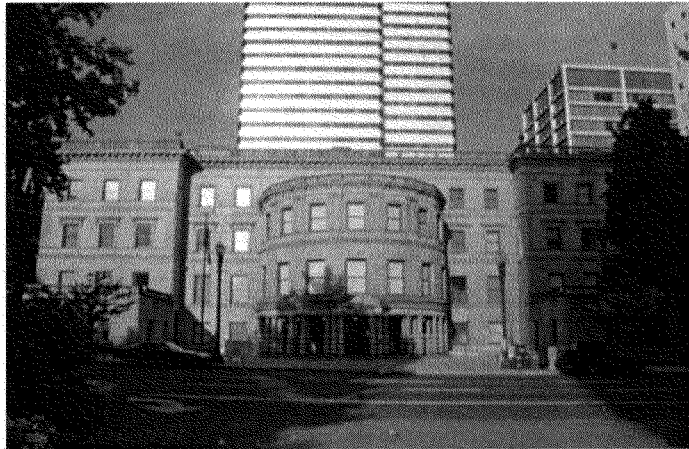
Phil Nameny, Bureau of Planning
November 12, 2003

GARY BLACKMER
Auditor of the City of Portland

By


Deputy

**2002-2003 and 2003-2004
Regulatory Improvement Workplan:**



Policy Package 2-A

Minimum lot size exemption for vacant lots

Recommended Draft

Planning Commission Recommendation to City Council

November 10, 2003

NOTE: Section C of this document has been amended to reflect the decisions City Council made on November 19, 2003. The other sections are not yet updated, and still reflect the Planning Commission recommendation.



CITY OF PORTLAND, OREGON
BUREAU OF
Planning

The Portland City Council will hold a public hearing on this project:

Wednesday, November 19, 2003

6:00 PM

City Hall, Council Chambers

1221 SW Fourth Avenue

Portland, OR 97204

For more information on the Regulatory Improvement Workplan: Policy Package 2-A, please contact:

Phil Nameny, City Planner,
Portland Bureau of Planning
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The Bureau of Planning is committed to providing equal access to information and hearings. If you need special accommodation, please call 503-823-7700.

(TTY 503-823-6868).



CITY OF PORTLAND, OREGON PLANNING COMMISSION

c/o Bureau of Planning
1900 S.W. 4th Ave., Suite 4100
Portland, OR 97201-5350
Telephone: 503-823-7700
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November 4, 2003

Mayor Katz and City Commissioners
Portland City Council
1221 SW Fourth Avenue
Portland, Oregon 97204

**Re: 2002-03 & 2003-04 Regulatory Improvement Workplan: Policy Package 2-
Minimum lot sizes for Vacant Lots**

Dear Mayor Katz and City Commissioners:

On behalf of the Portland Planning Commission, I am forwarding our recommendations on the first element of the Regulatory Improvement Workplan: Policy Package 2. This amendment would create an exception to minimum lot size regulations for vacant lots in the R5 zone. Because you asked us to return a recommendation to you as soon as possible, we are forwarding this item to you in advance of the other items included in Policy Package 2.

At our October 28, 2003 hearing on Policy Package 2, we received a great deal of testimony on this proposal. None of the testimony, however, convinced us that our original recommendation, made to you on June 4, 2003, should be changed.

That recommendation was to establish a minimum lot size of 3,000 square feet for all existing lots in the R5 zone. We still believe that such a requirement is the appropriate one if we are guided by the Portland Comprehensive Plan. Requiring the same minimum lot size for existing lots as for newly created lots treats all R5-zoned land consistently and fairly. This minimum lot size is also consistent with the Comprehensive Plan's High Density Single Dwelling designation, where lots are meant to have an average size of 5,000 square feet, ranging in size from 3,000 to 8,500 square feet.

As we did in June, we still feel that allowing development on lots smaller than 3,000 square feet, based solely on the circumstance that they were platted that way more than 50 years ago contravenes the Comprehensive Plan for this residential designation. Lastly, we also recommended in June – and still believe – that using the same lot size minimums for both new and existing lots in the R5 zone responds to the goal of the Regulatory Improvement Workplan to clarify and simplify the Zoning Code.

For all these reasons, and all those we shared with you in past discussions of this topic, we recommend that the Council not create an exception to minimum lot sizes for vacant lots, and that the regulations approved by City Council on October 15 remain as adopted.

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www.planning.ci.portland.or.us

However, we also want to respond to your interest in allowing development on certain vacant lots that do not meet the minimum lot sizes adopted on October 15. In asking for our recommendation on this item, you also asked us to consider the issues of affordability, compatibility and design, for these infill lots. Our discussion considered these issues, along with several additional issues raised in testimony at our hearing: land constraints, validity of the 5-year period, additional provisions for dangerous or dilapidated buildings, and consideration of vacant lots in R2.5. These issues, factored into our secondary recommendation to allow an exception to minimum lot size only for those lots outside of environmental zones that have been vacant for at least 5 years, or as of September 10, 2003. These lots would be subject to additional design and compatibility standards for height and building coverage. These issues are discussed in greater detail below:

- **Affordability, compatibility, and design:** Much of the testimony was from residents affected by the height and bulk of these structures. The Commission also heard testimony from both developers and neighbors about the affordability of the new houses, especially as compared to other houses in the neighborhood. In general, the perception of neighbors is that the new houses dwarf the nearby houses in height and building coverage, and that the effect is increased when the new houses are grouped together.

The Planning Commission believes that the Council's direction to allow construction of homes on 2,500 square-foot vacant lots in the R5 zone should be sanctioned only if there is a definite, assured public benefit. Additional homes in the R5 zones are not needed to meet the city's Metro housing targets; indeed Metro regulations prohibit jurisdictions from transferring density from 2040 concept areas to residential neighborhoods. The evidence in the record provides conflicting information about the cost of the new houses on skinny lots. While some are affordable, others have sold for more than the home that was demolished. If the City allows development on 2500 square foot lots in the R5 zone, the new homes should provide the public benefit of affordability.

After considerable discussion, we concluded that ensuring affordability through zoning regulations is difficult, if not impossible. While a smaller house may cost less than a larger house in the same location, other factors have a significant effect on the selling price, such as location, the cost of the land, and the amenities included in the house. Nonetheless, we did agree that limiting the size of these houses could encourage a lower price than otherwise would be charged, and could decrease their negative impacts on surrounding development. Smaller houses with less height also better meet the intent of the Comprehensive Plan policy for "humble housing".

As a result, we recommend two standards for development on these vacant lots. First, we recommend a maximum building coverage of 40 percent, a reduction from the current 50 percent. Second, we recommend a maximum height to width ratio of 1.2:1, a reduction from the current 1.5:1. These standards will ensure that new houses are limited in size, so that height and bulk are more compatible with the existing neighborhood. In addition, the smaller amount of floor area that can be built under

these standards will help reduce the price for first time buyers and promote concentration of living space on the ground floor, creating homes suitable for seniors and people with disabilities. Building coverage of 40% allows home footprints of 1,000 square feet, which is 20% larger than a detached accessory dwelling unit currently allowed on these vacant lots. The height to width ratio of 1.2:1 is the same standard as for new lots less than 36 feet wide created via the land division code process, thus simplifying and coordinating the code. These standards are reasonable and consistent with development allowed under other sections of the code. Further review of design issues is occurring now through the narrow lot building design competition being conducted by the Bureau of Development Services. These standards are intended to complement that process.

- **Land constraints:** Some testimony expressed concern about areas with physical or natural features such as steep slopes and unstable soils. Testifiers questioned whether such sites should be allowed to develop at a density higher than what new land divisions would allow, and without the regulations that apply to land divisions on such sites. Because most of the areas with land constraints are in an Environmental Overlay Zone, we recommend that no exceptions to minimum lot size be allowed where any part of a lot is in an Environmental Zone.
- **How long should lots be vacant:** Requiring that lots be vacant for a certain period of time before development is allowed removes an incentive for demolition of houses. Planning staff recommended 5 years, mirroring other, similar provisions in the Code. The Homebuilders' Association asked us to consider another exception for lots where demolition had taken place prior to the Council's decision to reconsider establishing a minimum lot size (on September 10). They argue that the 5-year waiting period would only delay redevelopment of these sites, and would not provide the disincentive desired, since the house had already been removed. We think this is reasonable and sensible, and so recommend that the exception be granted to lots that did not have a dwelling unit on them as of September 10, 2003, or for five years going forward.
- **Dangerous or dilapidated buildings:** Some testimony requested that the exception allowing development on small lots be extended to an additional 16 situations, including: when there is a dangerous or dilapidated building, when there are a number of nuisance violations; when the property has been offered for sale for a year and not been sold; when an insurance agent has refused to insure the property; when sewer, water, and transportation infrastructure improvements are needed; and several others. While some of the suggested items may be worth further study, we are concerned that many of the exceptions either have no relationship to the actual condition of the house, or are minor issues, which could be corrected with a minimum of expense.

Further, we think there are larger policy issues here: Should the City provide incentives for demolishing existing housing? Are incentives needed in cases where the City has determined a building is dangerous to the public? Is allowing additional density on a site an appropriate incentive? Does it make sense to offer such an incentive only on sites with historic plats of small lots?

We recommend that further study be done on the City's policies towards dangerous and derelict housing city-wide before proposing any specific exceptions for these lots, or a broader array of sites. A specific exception for these lots could then be considered as part of a future Policy Package or other project. Given the complexity of the proposals, short time frame, and lack of public review of these suggestions, we recommend that you not add any of these suggested exceptions at this time.

- **Vacant lots in R2.5:** Planning staff recommended that the vacant lot exception apply in the R2.5 zone in addition to the R5 zone. However, because Policy Package 1 established a minimum area of 1,600 square feet for development on existing lots in the R2.5 zone, we think this is not necessary. 1,600 square feet is small enough to allow the continued segregation of 2,500 square foot lots for single dwelling detached development in that zone. Without further research and consideration, we cannot recommend including this in the vacant lot exceptions. In addition, as part of Policy Package 2 we will be considering allowing smaller lot single dwelling detached development in both the R2 and R2.5 zones city-wide.

As stated above, our primary recommendation is to maintain the minimum lot area and width provisions that we recommended to you in June, and that you adopted on October 15. However, in response to your request for a recommendation on a vacant lot exemption, we recommend that this exception apply only to lots outside of environmental zones which have not had a dwelling unit on them for at least 5 years, or as of September 10, 2003. We further recommend that development on these lots have a maximum building coverage of 40 percent and a maximum height allowance of 1.2 times the width of the structure.

Regardless of which path the City Council follows, we would also like to recommend that a technical note be cleared up under the Design Standards allowing attached housing under the narrow lot standards of 33.110.213. Currently, this allowance is in partial conflict with other portions of the single dwelling chapter. This includes requiring double side setbacks for attached housing in the R20-R5 zones. Since the double setback defeats the original purpose of allowing the attached housing on a 25' by 100' lot in R5 to be 20' wide, we recommend providing an exception to those attached housing standards for attached housing built under the narrow lot design standards of 33.110.213.

Thank you for consideration of the recommendation of the Portland Planning Commission.

Sincerely,

Ethan Seltzer, President
Portland Planning Commission

**2002-2003 and 2003-2004
Regulatory Improvement Workplan:**

Policy Package 2-A

Recommended Draft

November 10, 2003

Policy Package 2A includes Zoning Code amendments related to only the following issue:

- **Minimum lot size exemption for existing vacant lots**

The remainder of the items that make up Policy Package 2 are in Policy Package 2B. The Planning Commission has held a hearing on those items, and a work session is scheduled for December 9, 2003.



Acknowledgements

Portland City Council

Vera Katz, Mayor
Jim Francesconi, Commissioner
Randy Leonard, Commissioner
Dan Saltzman, Commissioner
Erik Sten, Commissioner

Portland Planning Commission

Ethan Seltzer, President
Richard Michaelson, Vice President
Ingrid Stevens, Vice President
Christine Caruso
Amanda Fritz
Larry Hilderbrand
Paul Schlesinger
Tim Smith

Portland Bureau of Planning

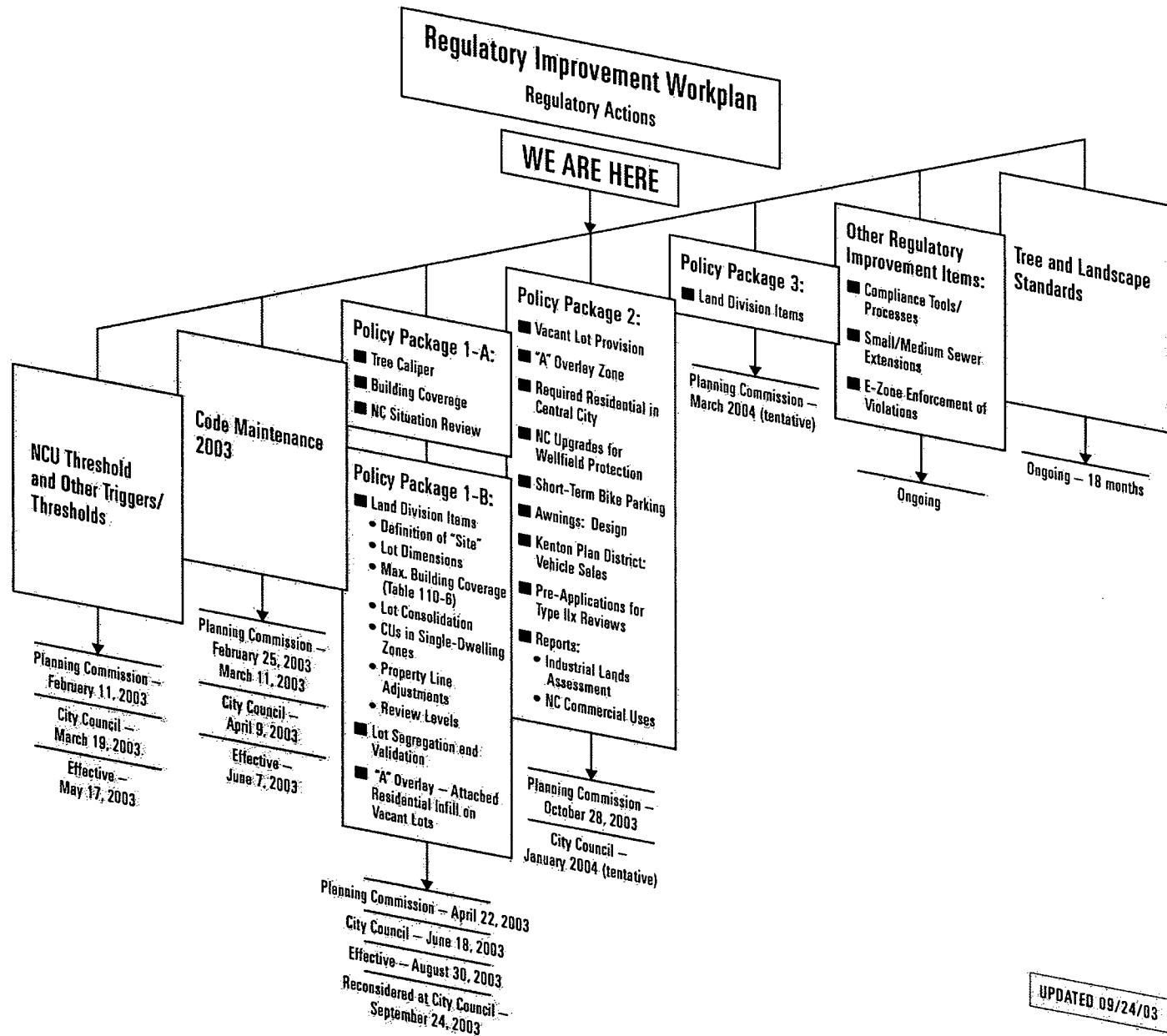
Vera Katz, Mayor, Commissioner-in-charge
Gil Kelley, Planning Director

Project Staff

Betsy Ames, Assistant Director
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Sandra Pattie Wood, Senior Planner
Phil Nameny, City Planner

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Summary and Planning Commission Recommendation

Summary

This report addresses a single item that was reviewed under Policy Package 2. Policy Package 2 is the third element revising the Zoning Code as part of the Regulatory Improvement Workplan (RIW) 2002-2003 and the first element in revising the Zoning Code as part of the RIW 2003-2004. RIW is a program to update and improve City building and land use regulations and procedures that hinder desirable development. Policy Package 2 has been split into two parts in order to accelerate this item to City Council. For clarity, this report is referred to as "Policy Package 2-A".

For other items that have been included in the 2002-2003 & 2003-2004 Regulatory Improvement Workplans but are not a part of this Recommended Draft, please refer to the chart on the previous page. The chart does not reflect the decision to divide Policy Package 2 into two separate packages – this Recommendation (Policy Package 2-A) and the remaining Policy Package 2 items ("2-B") which will be forwarded to City Council at a later date.

Planning Commission Recommendation

City Council has asked the Planning Commission to make a recommendation on whether existing vacant platted lots should be exempt from minimum lot size requirements. The Planning Commission recommendation to City Council is in two parts:

1. The Planning Commission recommends that Council not adopt an exception to allow development on vacant lots unless they meet the standards adopted October 15, 2003. These standards require that the lots be 36' wide and 3,000 square feet in area, or meet one of the "grandfathering" exceptions already in the code.
2. If an exception for vacant lots is adopted by City Council, the Planning Commission recommends that the exception include the following:
 - a) The exception should apply only to lots in the R5 zone that have been vacant at least 5 years or as of September 10, 2003;
 - b) All of the vacant lot must be outside of an environmental zone;
 - c) Standards should apply to development on these lots, limiting maximum building coverage to 40% and limiting maximum height to 1.2 times the width of the structure.

Regardless of City Council's decision, the Planning Commission also recommends that 33.110.213, "Additional Development Standards" be amended so that the development standards for attached housing on these existing narrow lots are clarified.

Planning Commission recommends the following City Council actions:

1. First, to take no action and maintain the Zoning Code as it is currently configured, except for the amendment to attached housing in 33.110.213.C.9.

2. Second, if the Council wishes to allow a vacant lot exception, then the following action should be taken:
 - Adopt this report and ordinance;
 - Amend the Zoning Code as shown in this report;
 - Consider adopting this as an Emergency Ordinance to allow for an effective date of December 10, 2003.

A. Background

Policy Package 2-A is part of an ongoing City effort to update and improve City building and land use regulations that hinder desirable development. This City effort, the Regulatory Improvement Workplan, includes many components; see page iv.

The amendments recommended in this report relate to a previously adopted set of amendments, Policy Package 1. Policy Package 1 included regulations about development on small, previously platted lots in the R5 and R2.5 zones. After Council's initial adoption of those regulations, they voted on September 10, 2003 to reconsider some elements of their decision. (Resolution 177975). As part of that vote to reconsider, they directed Planning staff to consider a number of items that would make it easier to develop single-dwelling detached houses on small lots in the R5, R2.5, and R2 zones. Council also asked that the amendments recommended in this report, to allow development on existing small platted lots that are vacant, be considered by the Planning Commission and returned to Council in an expedited manner. As a result, Policy Package 2 – which includes amendments on a number of topics – was considered by the Planning Commission on October 28, and a recommendation on the provisions in this report made on that date. The Planning Commission will formulate their recommendation on the other elements of Policy Package 2 in the coming months. Because of this “split,” the amendments recommended in this report are Policy Package 2-A, and the balance of the amendments are Policy Package 2-B. For more information, see the reports on Policy Package 1, and the *2002-2003 and 2003-2004 Regulatory Improvement Workplan: Policy Package 2, Proposed Draft*, dated September 30, 2003.

At the October 28 hearing, the Planning Commission considered Planning staff's proposals and heard testimony from nearly 30 people. Most of the testimony was about the provisions in this report. At the close of the hearing, the Commission concluded that their original recommendation on Policy Package 1 – to establish minimum lot size standards for development on existing lots in the R5 and R2.5 zones – was still valid. However, because City Council specifically asked for their recommendation on this approach to allowing development on small platted vacant lots, they have also made a secondary recommendation, which is contained in this report.

A work session on the remaining items in *Policy Package 2* is scheduled for December 9; Planning Commission recommendations will be submitted to City Council shortly after that date.

B. Impact Assessment

Because this project is one of many inter-related projects in the Regulatory Improvement Workplan, this impact assessment contains references to several other documents. Many of the steps of an impact analysis were performed as part of the other related projects, discussed below. The flowchart of the model process for impact assessment, included in this section, provides additional information.

City Council has asked that one of the items in this package—Vacant Lots in the R5 and R2.5 Zones--be returned to them on a shorter timeline than the other items. As a result, this impact analysis addresses only that item. The impact analysis for the remaining items will be included in the Policy Package 2-B document.

Assessment for Minimum Lot Size - Vacant Lots in the R5 and R2.5 Zones

First Stage Assessment

This item is an outgrowth of an item included in Policy Package 1. The Regulatory Improvement Workplan 2002-2003; Policy Package 1, Recommended Draft includes additional information on the impact assessment for this item.

In Policy Package 1, the Planning Commission recommended amending the Zoning Code to add minimum lot sizes for development on existing lots in the R5 and R2.5 zones, and adding a set of design standards for development on narrow lots. Initially, Council adopted the Planning Commission recommendation for design standards (with one change), but did not add the minimum lot sizes to the code. Upon reconsideration, however, Council decided to add minimum lot sizes to the code and direct Planning Bureau staff to explore a range of amendments to remove barriers to development of detached houses on small lots in the R2.5 and R2 zones. Those amendments are included in Policy Package 2-B. Council also directed staff to explore the concept of allowing detached houses on small and narrow lots in the R5 and R2.5 zone that have been vacant for at least five years. A version of this concept – allowing infill development on vacant lots – is currently part of the ‘a’ overlay zone.

Second Stage Assessment

The Second Stage Assessment consists of the following steps: Project Development and Analysis; Release of the Proposal including Impact Assessment; Consideration of the Proposal; and finally Adoption and Implementation. Many of the steps in the second stage assessment for the vacant lot provision were carried out as part of the assessment process for *Policy Package 1*. During the Second Stage Assessment, in addition to updating information prepared in the First Stage Assessment, several key questions are addressed. These questions are addressed below.

Question 1: What regulatory and non-regulatory alternatives were considered? Why is the proposal the preferred solution/response? How does the proposal best respond to the objectives and goals identified in the first stage of the project?

The lack of clear regulatory standards for allowing development on previously platted lots led to this discussion, which resulted in the City Council's adoption of *Policy Package 1* and their further direction to provide standards for existing vacant lots in the R5 and R2.5 zones. As a result, staff has looked at regulatory alternatives in order to balance the neighborhood's desire to prevent demolition of existing houses, yet provide an opportunity for limited infill of vacant lots. Since *Policy Package 1* included regulatory changes and directed staff to make further changes as part of *Policy Package 2*, non-regulatory options were not considered at this point.

Question 2: How were stakeholders and the community consulted throughout the process? What were their responses to the proposed changes and the alternatives considered?

Much of the initial stakeholder and community consultation occurred during the public outreach process from the summer of 2002 through the summer of 2003. This information is documented through the Impact Assessment for *Policy Package 1* and is not repeated here. Initial documents created under the outreach included *Evaluation of Non-conforming Upgrades and Policy Package 1*. *Policy Package 1* was reviewed during the spring and summer of 2003, and the final revised package was adopted on October 15, 2003. As part of this approval, the City Council responded to testimony by directing the Bureau of Planning to bring to Council code revisions addressing lot sizes for existing vacant lots as part of *Policy Package 2*.

An in-house draft of these proposed amendments was submitted for bureau comments on September 5, 2003. Notice of the Community Open House and Planning Commission hearing for the proposed changes was mailed to nearly 900 individuals on September 26, 2003. The proposed draft of amendments was issued on September 30, 2003. The Community Open House was held on October 8, 2003 and attended by 10 members of the community.

On October 28, 2003, the Planning Commission held a hearing on *Policy Package 2*, which included the vacant lot provision. A total of 27 people testified. Most of the testimony was regarding the vacant lot provision.

Question 3: How does the proposed policy, regulation or requirement provide sufficient flexibility to address a variety of circumstances?

The provision will allow a limited amount of small development on previously platted small lots that have not had a dwelling unit for at least 5 years. An additional allowance was added for lots that may have had a demolition within the last 5 years, but were vacant as of September 10, 2003, the date that City Council indicated that they would be reconsidering their decision on *Policy Package 1*. This will provide additional flexibility for development on vacant "side yards" or other underutilized lots in the R5 zone, while reinforcing the provision adopted in *Policy Package 1* that discourages the demolition of existing houses.

Question 4: What resources are required to implement the proposal and how will any proposed regulation be enforced?

This provision is incorporated into the existing Zoning Code and no new resources will be required to implement it. The Code will continue to be enforced by the Bureau of Development Services.

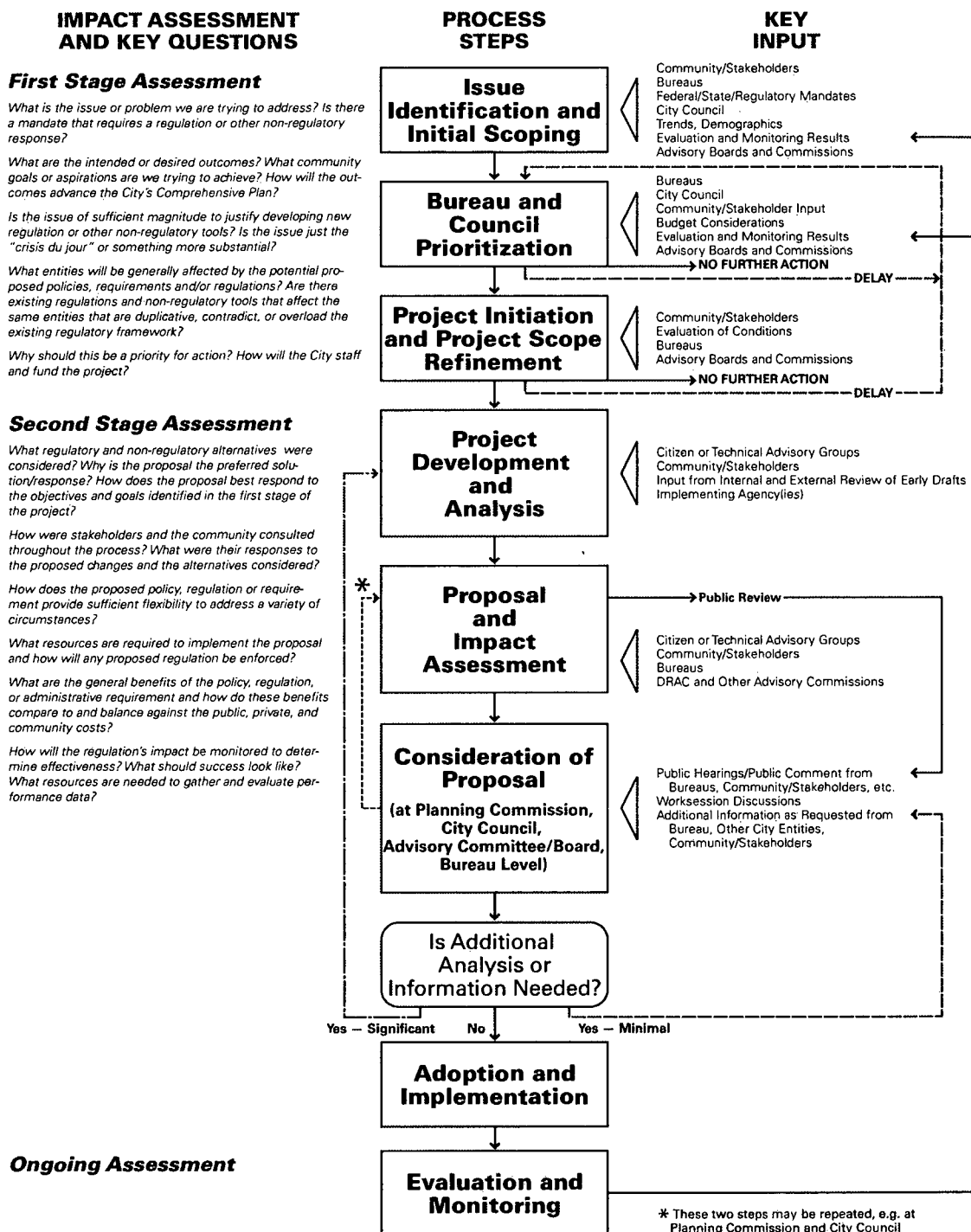
Question 5: What are the general benefits of the policy, regulation, or administrative requirement and how do these benefits compare to and balance against the public, private, and community costs?

This change will provide a limited opportunity for infill development on small and underutilized lots in the R5 zone and will thus increase the diversity of housing in the city. It will also reinforce the provision adopted in *Policy Package 1* that discourages demolition of existing houses. Additional analysis of the benefits and costs of this regulatory change are discussed in commentary accompanying the code language.

Question 6: How will the regulation's impact be monitored to determine effectiveness? What should success look like? What resources are needed to gather and evaluate performance data?

The success of this code revision will be monitored through the on-going Regulatory Improvement Workplan and its establishment of the Evaluation and Monitoring Program. Success will be measured by the monitoring of complaints from stakeholders and the community.

Model Process for Consideration and Assessment of Land Use and Development Actions



C. Amendments to the Zoning Code

How changes are shown in this section

Language to be added to the Zoning Code is underlined; language to be deleted is shown in ~~striketrough~~.

The left-hand page is commentary on the adopted code language shown on the right-hand page.

**Minimum Lot Sizes for existing vacant lots
in the R5 zone**

**AMENDMENTS TO CHAPTER 33.110.212, WHEN PRIMARY STRUCTURES ARE
ALLOWED**

COMMENTARY

After the appeal of Policy Package 1 to the State Land Use Board of Appeals, the City Council passed a resolution to request that the City Attorney file a motion to withdraw Policy Package 1 for reconsideration. This resolution, passed by City Council on September 10, 2003, directed Planning Staff to return to Council with an amended ordinance, which established minimum lot sizes in the R5 and R2.5 zones. This language received final Council approval on October 15, 2003, with an effective date of November 14, 2003. Council also directed staff to include amendments in Policy Package 2 to provide an exemption for vacant lots from the minimum lot size standards. This proposal would satisfy City Council's wish to allow continued segregation and infill development on vacant lots – continuing to prevent demolition of existing houses while allowing some additional infill development opportunities.

Bureau of Planning staff has done some research to determine the impact of this provision, and has determined that the provision would allow for some additional infill development opportunities in areas with historic 25' x 100' platting. The Bureau has produced a set of maps of the most affected areas, showing the underlying historic platting as well as building footprints in order to estimate the location and number of vacant lots. These include maps for the following areas: St. Johns/Portsmouth/University Park/Cathedral Park; Kenton/Arbor Lodge/Piedmont; Concordia; Roseway; Rose City Park; South Madison/Montavilla/Center; Woodstock/Eastmoreland/Brentwood-Darlington. These are available at the Bureau for review. Both neighborhood and development representatives had an opportunity to review these maps prior to the Planning Commission's consideration of Policy Package 2 to better understand the potential impacts of the proposed changes.

At the request of the City Council, the Planning Commission agreed to separate out this item from the rest of Policy Package 2 in order to make a recommendation in an expedited manner. At the October 28 Planning Commission hearing, they heard considerable testimony, pro and con, on the proposed vacant lot exception. This testimony did not convince the Planning Commission to change their original recommendation regarding minimum lot size – that the minimums of 3,000 square feet in area and 36 feet in width apply to both existing and new lots in the R5 zone. This recommendation would result in no change to the code as amended by Council on October 15, 2003. If the City Council had accepted this recommendation, the only amendment to the code would have been the technical change to the standards for attached housing, mentioned at the end of this section.

Minimum Lot Size – Vacant Lots in R5

The code language on the following pages reflects the Planning Commission's secondary recommendation; it responds to Council's request that they consider an exception to allow development on small platted vacant lots in the R5 zone. This recommendation, with one amendment, was adopted by City Council.

Planning Commission also recommended amending the code language to clarify the attached housing standards for development on narrow lots. At the time of adoption of the design standards in Policy Package 1, a conflict between the development standards for attached housing in single dwelling zones was overlooked. This change would correct that oversight. City Council also adopted this amendment.

Minimum Lot Size – Vacant Lots in R5

33.110.212.C.3.b.(4) Primary structure allowed.

This allows primary structures to be built on lots in the R5 zone that have been vacant for at least five years or were vacant on September 10, 2003. September 10 was the date Council indicated they would be reconsidering these regulations. This allows development on lots that have been used for side yards or for accessory structures such as garages and sheds. Additional changes are made to clarify the "either/or" nature of these provisions.

The provision to exempt vacant lots in the R5 zone from minimum lot sizes will not apply in areas that have an environmental overlay zone. Retaining minimum lot sizes in environmental overlay zones ensures that these sensitive areas are not subject to development beyond their capability.

Because of the widespread understanding at the time Council adopted Policy Package 1 that the effective date would be November 15, Council changed the text of the Code to "November 15" rather than "November 14". This amendment means that if a lot segregation application was submitted on November 14, the property owner will be able to develop a primary structure on the lots after these amendments become effective.

RECOMMENDED CODE LANGUAGE

AMEND CHAPTER 33.110 SINGLE DWELLING ZONES

33.110.212 When Primary Structures are Allowed

A. Purpose. The regulations of this section allow for development of primary structures on lots and lots of record, but do not legitimize plots that were divided after subdivision and partitioning regulations were established. The regulations also allow development of primary structures on lots which were large enough in the past, but were reduced by condemnation or required dedications for right-of-way.

B. Adjustments. Adjustments to this section are prohibited.

C. Primary structures allowed. In all areas outside the West Portland Park Subdivision, primary structures area allowed as follows:

1. On lots created on or after July 26, 1979;
2. On lots created through the Planned Unit Development process;
3. On lots or combinations of lots created before July 26, 1979 that meet the requirements of this paragraph, and on lots of record or combinations of lots of record that meet the requirements of this paragraph. The requirements are:
 - a. In the RF through R7 zones the lot, lot of record, or combination of lots or lots of record must:
 - (1) Be at least 36 feet wide, measured at the minimum front building setback line, and meet the minimum lot area requirement of Table 610-2; or
 - (2) Not have abutted any lot or lot of record owned by the same family or business on July 26, 1979 or any time since that date.
 - b. In the R5 zone the lot, lot of record, or combination of lots or lots of record must meet one of the following:
 - (1) Be at least 36 feet wide, measured at the minimum front building setback line, and be at least 3000 square feet;
 - (2) Have been under a separate tax account from abutting lots or lots of record on November ~~14~~ 15, 2003;~~or~~
 - (3) Have had an application filed with the City before November ~~14~~ 15, 2003 to authorize a separate tax account and have been under a separate tax account from abutting lots by November ~~14~~ 15, 2004;~~or~~
 - (4) Have not had a dwelling unit on it since September 10, 2003, or for at least five years, and not have any portion in an environmental overlay zone.

Minimum Lot Size – Vacant Lots in R5

33.110.212.C.3.c.(4) Primary structure allowed.

Planning Bureau staff proposed a vacant lot exemption for the R2.5 zone. However, because Policy Package 1 established a lower minimum area of 1,600 square feet and no minimum width for development on existing lots in the R2.5 zones, the Planning Commission did not find a vacant lot exemption necessary; 1,600 square feet is small enough to allow the continued segregation of 2,500 square foot lots for either detached or attached housing. Council did not address this issue, and so did not adopt a vacant lot exemption for the R2.5 zone.

The changes proposed here are done only to clarify the "either/or" nature of these provisions.

Minimum Lot Size – Vacant Lots in R5

RECOMMENDED CODE LANGUAGE

- c. In the R2.5 zone the lot, lot of record or combination of lots or lots of record must meet one of the following:
 - (1) Be at least 1600 square feet in area;
 - (2) Have been under a separate tax account from abutting lots or lots of record on November ~~14~~ 15, 2003; or
 - (3) Have had an application filed with the City before November ~~14~~ 15, 2003 to authorize a separate tax account and have been under a separate tax account from abutting lots by November ~~14~~ 15, 2004.
- 4. Primary structures are allowed on lots, lots of record, and combinations of lots or lots of record that did meet the requirements of C.3 in the past, but were reduced below those requirements solely because of condemnation or required dedication by a public agency for right-of-way;

Minimum Lot Size – Vacant Lots in R5



33.110.213 Additional Development Standards

33.110.213.C. Standards. Planning Commission firmly believes that if an exception to allow development on vacant lots is in the R5 zone, that development must provide some public benefit by being more compatible with the neighborhood and potentially more affordable. Although these items are difficult to regulate in the Zoning Code, the size and height of a building can help it to fit in with its surroundings, and limiting the size can ensure that it be a smaller house, and thus possibly more affordable. A height limit of 1.5 times the width of the house was adopted with Policy Package 1. Although Planning Commission recommended a height limit of 1.2 times the width of the house for development on vacant lots, Council decided that the 1.5:1 ratio was appropriate.

Planning Commission and City Council agreed that adding a building coverage limitation of 40 percent for development on vacant lots will result in a house that covers no more than 1,000 square feet on a 25' by 100' lot, further limiting the scale, impact and possibly the sales price. Adding this standard to the code will ensure that development on vacant lots in existing neighborhoods will be of a compatible scale.

RECOMMENDED CODE LANGUAGE

33.110.213 Additional Development Standards

- A. Purpose.** These standards increase the compatibility of new houses on small and narrow lots.
- B. Where these regulations apply.**
1. RF through R7 zones. These regulations apply in the RF through R7 zones, if the lot, lot of record, or combination of lots or lots of record is less than 36 feet wide measured at the minimum front building setback line, and has not abutted any lot or lot of record owned by the same family or business on July 26, 1979 or any time since that date.
 2. R5 zone. In the R5 zone, these regulations apply to lots, lots of record, or combinations of lots or lots of record that were created before July 26, 1979 and are:
 - a. Less than 3,000 square feet in area; or
 - b. Less than 36 feet wide, measured at the minimum front building setback line.
 3. R2.5 zone. In the R2.5 zone, these regulations apply to lots, lots of record, or combinations of lots or lots of record that were created before July 26, 1979 and are less than 1,600 square feet in area.
 4. Planned unit developments. Lots in planned unit developments are exempt from the requirements of this section.
- C. Standards.** Modifications to the standards of this subsection may be requested through Design Review. Adjustments are prohibited. The standards are:
1. Maximum height. The maximum height allowed for all structures is 1.5 times the width of the structure;
 2. Building coverage for structures built under the provisions of 33.110.212.C.3.b(4). The maximum combined building coverage allowed on a site for all structures built under the provision of 33.110.212.C.3.b(4) is 40 percent;
 - ~~3.2.~~ Main entrance. The main entrance that meets subsection 33.110.230.C, Main entrances in R10 through R2.5 Zones, must be within 4 feet of grade. For the purposes of this requirement, grade is the average grade measured along the foundation of the longest street-facing wall of the dwelling unit. See Figure 110-7;

Minimum Lot Size - Vacant Lots in R5



33.110.213.C.9 Attached Housing

This standard is revised to clarify the applicable standards for attached houses that are built under the narrow lot standards. This eliminates the requirement for attached houses built on these narrow lots to have the double side setbacks that are required under 33.110.240.C. Under 33.110.240.C, attached houses would be required to have 10 foot side setbacks in the R5 zone- this clarifies that these may be built with 5 foot setbacks, the standard setback in the R5 zone. This was the original intent of the 33.110.213.C.9 development standard.

RECOMMENDED CODE LANGUAGE

4.3. Garage door. In addition to meeting the requirements of 33.110.250.E.4, the garage door may not be more than 8 feet wide. If there is more than one door, the combined width may not be more than 8 feet;

5.4. No parking required. No off-street parking is required;

6.5. Exterior finish materials. The following standards must be met on all building facades:

- a. Plain concrete block, plain concrete, corrugated metal, plywood and sheet pressboard are not allowed as exterior finish material, except as secondary finishes if they cover no more than 10 percent of the surface area of each facade. Composite boards manufactured from wood or other products, such as hardboard or hardplank, may be used when the board product is less than 6 inches wide;
- b. Where wood products are used for siding, the siding must be shingles, or horizontal siding, no shakes;
- c. Where horizontal siding is used, it must be shiplap or clapboard siding composed of boards with a reveal of 3 to 6 inches, or vinyl or aluminum siding which is in a clapboard or shiplap pattern where the boards in the pattern are 6 inches or less in width;

7.6. Trim. Trim must mark all building roof lines, porches, windows, and doors on all facades. The trim must be at least 3-1/2 inches wide. Buildings with an exterior material of stucco or masonry are exempt from this standard;

8.7. Eaves. Roof eaves must project from the building wall at least 12 inches on all elevations; and

9.8. Attached housing. Attached housing is allowed, but no more than two units may be attached. Attached housing allowed under this provision is not subject to the development standards of 33.110.240.C.



CITY OF PORTLAND, OREGON
BUREAU OF

Planning

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AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: R-5

Est. Start Time: 9:55 AM

Date Submitted: 11/25/03

Requested Date: December 4, 2003

Time Requested: 5 mins

Department: Non-Departmental

Division: Commissioners Cruz, Naito & Roberts

Contacts: Mary Carroll **Phone:** 503.988.5275 **I/O Address:** 503/600
Terri Naito **Phone:** 503.988.4105 **I/O Address:** 503/600
Gary Walker **Phone:** 503.988.5213, ext. 26234 **I/O Address:** 503/600

Presenter: Agnes Sowle

Agenda Title: First Reading of a Proposed ORDINANCE Amending Multnomah County Code Sections 9.160 and 9.170 Relating to County Compensation Plan

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Approve First Reading of Ordinance
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Board of County Commissioners will approve the compensation plan for County employees
3. **Explain the fiscal impact (current year and ongoing).** None

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**

- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Directors:

Deanna Cruz *Tom Nault*

Lonnie Roberts

Date: 11/24/03

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC Sections 9.160 and 9.170 Relating to County Compensation Plan

(Stricken language is ~~noted~~; double underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC Section 9.160 is amended as follows:

§ 9.160 Compensation Plan.

(A) The Chair must maintain a compensation plan. The compensation plan ~~revisions are subject to approval of~~ must be approved by the Board resolution prior to adoption of the annual County budget ~~if costs of the revision exceed department or county budgets, or if the revisions are subject to negotiation with appropriate bargaining agents under state law.~~

(B) It is county policy to establish a compensation plan that provides pay and benefits necessary for the county to recruit, select, and retain qualified employees who are not part of a bargaining unit; recognizes employee performance, growth, and development; maintains an appropriate internal relationship among classification and employees based on job responsibilities, qualifications, and authority, and that maintains parity between equivalent nonrepresented and represented positions.

(C) The compensation plan includes the following benefits defined by Board resolution and implemented by Chair executive rule:

- (1) Paid holidays;
- (2) Paid leaves;
- (3) Leaves of absence without pay;
- (4) Leave-sharing programs;
- (5) Health and welfare benefits;
- (6) Educational assistance programs;
- (7) Deferred compensation programs;
- (8) Flexible spending accounts;
- (9) Pension programs;
- (10) Workers' compensation and supplemental benefits;
- (11) Other benefits to implement subsection (B); and
- (12) Other benefits approved by the Board.

Section 2. MCC Section 9.170 is amended as follows:

§ 9.170 Plan Maintenance.

The Chair ~~willis responsible for developing and presenting~~ annual compensation plan adjustments ~~for review and approval by Board resolution recommendations to the Board.~~ These ~~recommendations adjustments~~ must be based on periodic surveys of comparable employers, internal classification relationships, financial constraints, and actual or anticipated pay adjustments for nonrepresented employees.

Section 3. This ordinance is effective January 11, 2004.

FIRST READING:

December 4, 2003

SECOND READING AND ADOPTION:

December 11, 2003

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Agnes Sowle, County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: R-6

Est. Start Time: 10:00 AM

Date Submitted: 11/25/03

Requested Date: December 4, 2003

Time Requested: 5 mins

Department: Non-Departmental

Division: Commissioners Cruz, Naito & Roberts

Contacts: Mary Carroll **Phone:** 503.988.5275 **I/O Address:** 503/600
Terri Naito **Phone:** 503.988.4105 **I/O Address:** 503/600
Gary Walker **Phone:** 503.988.5213, ext. 26234 **I/O Address:** 503/600

Presenter: Agnes Sowle

Agenda Title: First Reading of a Proposed ORDINANCE Amending Multnomah County Code Sections 7.101, 7.104 and 7.201 Relating to Board Authority Over Risk Management Fund and County Litigation

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Approve First Reading of Ordinance
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The Board of County Commissioners will have authority for settlement of general liability claims and litigation against the county or its employees.
3. **Explain the fiscal impact (current year and ongoing).** None

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
 - ❖ What budgets are increased/decreased?
 - ❖ What do the changes accomplish?
 - ❖ Do any personnel actions result from this budget modification? Explain.
 - ❖ Is the revenue one-time-only in nature?
 - ❖ If a grant, what period does the grant cover?
 - ❖ When the grant expires, what are funding plans?
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Directors:

Lenora Cruz *John Nault*

Lonnie Roberts

Date: 11/24/03

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC Sections 7.101, 7.104 and 7.201 Relating to Board Authority Over Risk Management Fund and County Litigation

(Stricken language is ~~noted~~; double underlined language is new.)

Multnomah County Ordains as follows:

Section 1. MCC Section 7.101 is amended as follows:

§ 7.101 Risk Management Fund.

(A) *General provisions.* The county has a risk management fund (fund) created by the ~~b~~Board separate from the general fund. The fund was created to account for expenditures and reserves associated with the protection of the county's assets, employees, programs and operations. The fund will account for the financing administration of the workers' compensation, general liability, auto liability, property, employee medical/dental benefits, legal services, life insurance, long-term disability, retiree insurance, unemployment and insured and self-insured programs provided for in the county's budget.

(B) *Disbursements.* The following expenditures may be charged to the fund accounts:

(1) Insurance premiums for county operations;

(2) Costs and expenses related to administration, investigation, adjustment and litigation of all insured and uninsured claims, and loss arising from the county's operations;

(3) All costs for repairing and replacing personal property, money, and improvements to real property owned or leased by the county to the extent the county has contractually assumed risk of loss, where such property losses are within the coverage and retention level of insurance coverage carried by the county.

(4) Assessments, licenses, fees, and bonds related to programs funded under division (A) of this section, required by state law.

(5) Employee workers' compensation claim expenditures in accordance with applicable statutes.

(6) County risk management and legal services expenses.

(7) Loss prevention programs and projects may be funded by the fund if they:

(a) Are clearly targeted toward loss control;

(b) Reduce the costs of loss immediately;

- or
- (c) Reduce the administrative costs of the risk management program;
 - (d) Are mandated by state or federal law and affect more than one department.

Capital projects are excluded unless specifically approved by the Board.

- (8) County unemployment obligations and related administrative expenditures.
- (9) Employee medical/dental health care claims and insurance claims, health promotion programs, and related administrative expenditures.
- (10) Any other insurance or self-insurance related expenditures as deemed appropriate by the ~~Chair~~ Board within standard budgetary procedures.
- (11) Cost and expenses related to any legal action, matter or proceeding in any court or tribunal when authorized by the ~~Chair, Board, Sheriff or Auditor~~ or delegated by Board resolution.

(C) *Fund reporting.* A report shall be provided annually to the Chair and Board on the financial status of the fund accounts.

(D) *Fund equity and cash balance.*

(1) The fund (equity and cash) balance shall be maintained at a level to pay all claims, premiums, disbursements, reserves and incurred but not reported (IBNR) claims. Amounts shall not be transferred from the fund unless a program defined by division (A) of this section is discontinued without further financial obligation or it is determined by a qualified independent actuary that the funding level may be adjusted.

(2) In order to obtain an exemption from the security deposit requirement under ORS 656.407, the worker's compensation reserves established by the actuarial evaluation performed under division (E) of this section are dedicated for payments of compensation and amounts due the state Director of the Department of Insurance and Finance. The Director of the Department of Insurance shall have first lien and priority rights to the full amount of the worker's compensation funds required to pay the present discounted value of all present and future claims under ORS, Ch. 656.

(E) An actuarial evaluation shall be performed by a qualified independent actuary on the worker's compensation retiree insurance and liability sections of the insurance fund at least once every three years.

Section 2. MCC Section 7.104 is amended as follows:

§ 7.104 Authority.

Authority for settlement of general liability claims and litigation against the county or its employees shall rest with the ~~Chair or the Chair's designee, Board and may be delegated by Board resolution~~ except that claims arising out of the Sheriff's office shall be settled upon the authority of the Sheriff or the Sheriff's designee.

Section 3. MCC 7.201 is amended as follows:

§ 7.201 Duties.

The County Attorney shall:

- (A) Provide legal advice and counsel to the Board and its various advisory boards, commissions and committees;
- (B) Provide legal advice and counsel to the Chair and all county departments and offices;
- (C) Provide legal advice and counsel to the Sheriff and Auditor;
- (D) Prepare ordinances and other legal documents when requested by a member of the Board, Chair, Sheriff, Auditor or department director;
- (E) Review and approve as to form all written contracts, ordinances, resolutions, Board orders, Chair executive rules, bonds and other legal documents;
- (F) Control and supervise all civil actions and legal proceedings in which the county is a party or has a legal interest;
- (G) Represent and defend the county and its elected officials, boards, commissions, committees, department directors and employees and other persons entitled to representation under the state Tort Claims Act in all appropriate legal matters, unless the county has an insurance policy or indemnification agreement which provides such representation and defense;
- (H) Initiate, defend, appear or appeal any legal action, matter or proceeding in any court or tribunal when requested by the Board, ~~Chair, Sheriff or Auditor~~ or as delegated by Board resolution;
- (I) Submit formal annual report to the Board concerning the status of all legal actions in which the county is a party, and at the request of any elected official report on the status of any legal matter;
- (J) Prepare formal written opinions deemed necessary by the County Attorney regarding significant interpretations of federal and state law, the Charter and ordinances and other documents. Formal opinions may be requested by any county elected official or department

director. Formal opinions shall be official guidance to the county unless superseded by court or administrative decisions, or subsequent legislation or administrative rules;

(K) Maintain custody of records including the office pleadings and other documents of all legal actions, and all County Attorney formal written opinions;

(L) Codify county ordinances as provided by Chapter 1 of this code of ordinances;
and

(M) Employ outside legal counsel on behalf of the county when the County Attorney deems it necessary or appropriate to do so. A majority of the entire Board may also employ outside legal counsel for a specific county matter, and a majority of the entire Board may authorize a Board member, Sheriff, District Attorney or Auditor to retain outside legal counsel to advise the elected county official on a specific county matter. The Board shall specify the amount of the elected official's budget that may be appropriated for this purpose. With these exceptions no county elected official, board, commission, committee, department director or employee shall employ or be represented by counsel other than the County Attorney.

Section 4. This ordinance is effective January 11, 2004.

FIRST READING:

December 4, 2003

SECOND READING AND ADOPTION:

December 11, 2003

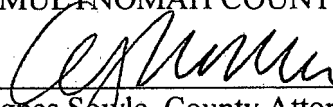
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Agnes Sowle, County Attorney



OFFICE OF
MULTNOMAH COUNTY ATTORNEY

MEMORANDUM

TO: Multnomah County Chair and Commissioners

FROM: Scott Erik Asphaug
Chief Assistant County Attorney

DATE: December 4, 2003

RE: Claims Settled Exceeding \$25,000

Date	Department	Claim Type	Settlement Amount
4/11/02	Corrections Health	Negligent Medical Care/ Wrongful Death	\$71,052.00
4/16/02	Business and Community Services/Transportation	Personal Injury	\$50,000.00
5/22/02	Library	Negligence	\$50,000.00
6/3/02	Business and Community Services/Administration	Employment	\$75,000.00
8/12/02	Behavioral Health	Employment	\$32,500.00
10/28/02	Multnomah County Sheriff's Office	Negligence	\$43,000.00
1/31/03	Multnomah County Sheriff's Office	Use of Force	\$50,000.00
2/13/03	Multnomah County Sheriff's Office	Length of Confinement	\$40,000.00
3/20/03	Facilities	Employment	\$80,000.00
5/6/03	Multnomah County Sheriff's Office	Conditions of Confinement	\$50,000.00
9/17/03	Multnomah County Attorney's Office	Employment	\$75,000.00
9/18/03	Developmental Disabilities	Civil Rights	\$125,000.00
10/27/03	Multnomah County Sheriff's Office	Employment	\$200,000.00
10/2003	Library	Employment	\$18,000.00 per year

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: R-7

Est. Start Time: 10:05 AM

Date Submitted: 11/25/03

Requested Date: December 4, 2003

Time Requested: 5 mins

Department: Non-Departmental

Division: Chair's Office

Contact/s: Diane Luther

Phone: 503.988-3308

Ext.: 84463

I/O Address: 503/600

Presenters: Diane Luther

Agenda Title: RESOLUTION Approving Ground Lease with Mid-Co Apartments Limited Partnership Leasing Surplus County Property at the Mid-County Health Center Site at 12710 SE Division, Portland, and Authorizing County Chair to Execute Appropriate Documents

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of 70-year Ground Lease of property behind Mid-County Health Center to Cascadia Housing to construct and own a 46-unit apartment project to house low income people with serious and persistent mental illnesses.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

In Resolution 01-170 the Board approved leasing the surplus property behind the Mid-County Health Center at 12710 SE Division to a developer at a below-market rate to develop a special needs housing project. In response to an RFP from the Facilities Division, Cascadia Housing proposed to build an apartment project for

people with mental illnesses. Executing the lease will allow the project to close its financing and begin construction in December, 2003.

3. Explain the fiscal impact (current year and ongoing).

The lease requires an annual payment to the County of \$1,000 the first year and thereafter inflated annually by the CPI.

4. Explain any legal and/or policy issues involved.

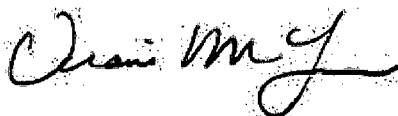
This arrangement continues the Board's commitment to using County resources to develop special needs housing, as articulated by the Board's resolution adopting the Special Needs Committee report.

5. Explain any citizen and/or other government participation that has or will take place.

Extensive neighborhood feedback, coordinated by the Office of Neighborhood Involvement, resulted in substantial building and landscape modifications.

The City of Portland, State of Oregon and federal governments have all contributed substantial funds to developing the project.

Required Signatures:



Department/Agency Director: _____ **Date:** 11/24/03

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Ground Lease With Mid-Co Apartments Limited Partnership Leasing Surplus County Property At The Mid-County Health Center Site At 12710 SE Division, Portland, And Authorizing County Chair To Execute Appropriate Documents

The Multnomah County Board of Commissioners Finds:

- a. Mid County Health Services property located at 12710 SE Division has undeveloped land to the south of its parking lot as described in Exhibit A to the attached Ground Lease (property). The property is zoned residential, and the city has determined that expansion of the clinic or the parking lot will not be allowed. The parcel was originally landlocked, but development within the last five years has brought street and infrastructure improvements. The property is not needed for any County purposes and is surplus.
- b. By Resolution No. 01-170, the Board approved a project charter for ground leasing the surplus property at the Mid-County Health Center Site for development of approximately 62 units of new special needs housing. It has been determined that it is only feasible to develop 46 units on the site.
- c. Mid-Co Apartments Limited Partnership has stated its commitment to lease and develop on the property one building containing approximately 30 units of housing and another building containing approximately 16 units of housing in accordance with the attached Ground Lease.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County shall enter into a real property lease agreement leasing the property to Mid-Co Apartments Limited Partnership.
2. The County Chair is authorized to execute a Ground Lease substantially in the form attached with Mid-Co Apartments Limited Partnership for the property at the Mid-County Health Center site and to execute such other documents as are necessary to consummate the transaction.


ADOPTED this 4th day of December 2003.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John S. Thomas, Assistant County Attorney

BOGSTAD Deborah L

From: BOGSTAD Deborah L
Sent: Tuesday, December 02, 2003 2:02 PM
To: Diane Linn; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Serena Cruz
Cc: THOMAS John S; SOWLE Agnes; Andy Smith; Carol WESSINGER; Charlotte Comito; Chuck Martin; David Martinez; Delma FARRELL; Diane Luther; Duke Shepard; Gail WILSON; Gary Walker; Iris BELL; Judith Bauman; Kathryn GORDON; Kristen WEST; Laura Bridges; Lisa Goldberg; Mary Carroll; Matthew LASHUA; Rebecca Uherbelau; Robert Walker; Ruby IBARRA; Shelli Romero; Terri Naito; Thomas Simpson
Subject: FW: Mid-Co lease amendment

See Attorney John Thomas' email below regarding the addition of a new paragraph 2.3 to page 2 of the lease for item R-7 on this Thursday's agenda.

The requested motion will be for "**Approval of the RESOLUTION Approving Ground Lease with Mid-Co Apartments Limited Partnership Leasing Surplus County Property at the Mid-County Health Center Site at 12710 SE Division, Portland, and Authorizing County Chair to Execute Appropriate Documents, with the addition of a new paragraph 2.3 to the Lease.**"

Thank you.

Deb Bogstad, Board Clerk
 Multnomah County Commissioners
 501 SE Hawthorne Boulevard, Suite 600
 Portland, Oregon 97214-3587
 (503) 988-3277 phone
 (503) 988-3013 fax
deborah.l.bogstad@co.multnomah.or.us
<http://www.co.multnomah.or.us/cc/index.shtml>

-----Original Message-----

From: THOMAS John S
Sent: Tuesday, December 02, 2003 1:21 PM
To: BOGSTAD Deborah L
Cc: LUTHER Diane M
Subject: Mid-Co lease amendment

The motion should be to approve the lease with a new paragraph 2.3 added which reads as follows:

2.3 It is expected that half-street improvements will be constructed on SE 127th Avenue adjacent to the Premises at the sole expense of Tenant and that a strip of land parallel to SE 127th Avenue located on the Premises will be dedicated by Landlord to the City of Portland in order to allow for the completion of such half-street improvements. Tenant consents to the dedication by

12/4/2003

Landlord to the City of Portland of land necessary to construct the half-street improvements and the parties agree that the Premises thereafter shall refer to the real property described on Exhibit A less the portion of the Premises dedicated by Landlord to the City of Portland for the required half-street improvements. Landlord agrees to dedicate such land to the City of Portland as shall be necessary to complete the half-street improvements required for the Project.

Thanks Deb – let me know if you need anything else.

12/4/2003

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 03-164

Approving Ground Lease with Mid-Co Apartments Limited Partnership Leasing Surplus County Property at the Mid-County Health Center Site at 12710 SE Division, Portland, and Authorizing County Chair to Execute Appropriate Documents

The Multnomah County Board of Commissioners Finds:

- a. Mid County Health Services property located at 12710 SE Division has undeveloped land to the south of its parking lot as described in Exhibit A to the attached Ground Lease (property). The property is zoned residential, and the city has determined that expansion of the clinic or the parking lot will not be allowed. The parcel was originally landlocked, but development within the last five years has brought street and infrastructure improvements. The property is not needed for any County purposes and is surplus.
- b. By Resolution No. 01-170, the Board approved a project charter for ground leasing the surplus property at the Mid-County Health Center Site for development of approximately 62 units of new special needs housing. It has been determined that it is only feasible to develop 46 units on the site.
- c. Mid-Co Apartments Limited Partnership has stated its commitment to lease and develop on the property one building containing approximately 30 units of housing and another building containing approximately 16 units of housing in accordance with the attached Ground Lease.

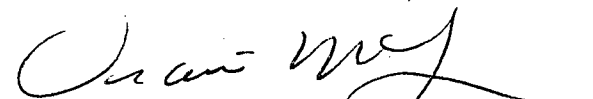
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County shall enter into a real property lease agreement leasing the property to Mid-Co Apartments Limited Partnership.
2. The County Chair is authorized to execute a Ground Lease substantially in the form attached with Mid-Co Apartments Limited Partnership for the property at the Mid-County Health Center site and to execute such other documents as are necessary to consummate the transaction.

ADOPTED this 4th day of December, 2003.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED: _____

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Assistant County Attorney

GROUND LEASE

THIS GROUND LEASE ("**Lease**") is made and entered on _____, 2003, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon ("**Landlord**"), and MID-CO APARTMENTS LIMITED PARTNERSHIP, an Oregon limited partnership ("**Tenant**"). This Lease shall be effective as of the date this Lease has been fully executed by the parties ("**Effective Date**").

Landlord leases to Tenant, and Tenant leases from Landlord, the real property described on the attached Exhibit A, in Multnomah County, Oregon and all rights, privileges, and easements appurtenant thereto ("**Premises**") subject, however, to the encumbrances of record.

Landlord and Tenant agree as follows:

Section 1. Project Conditions

1.1 Upon the terms and conditions herein contained, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises. Tenant intends to finance and develop on the Premises one building containing approximately 30 units of housing and another building containing approximately 16 units of housing, for a combined approximate total of 46 units of housing, for Qualified Tenants (as defined in Section 5) ("**Apartment Buildings**"). The term "**Apartment Buildings**" shall include the buildings and all related improvements and all subsequent additions thereto. The Apartment Buildings shall be operated as provided in Section 5. This Lease shall be conditioned on Tenant obtaining all necessary governmental approvals, all required permits, the funding required to develop the Apartment Buildings, and any other approvals, loan and lease commitments, or contracts reasonably determined to be necessary by the Tenant. ("**Approvals, Permits, and Funding**").

1.2 The foregoing condition shall be for the benefit of both parties. Tenant shall have one hundred eighty (180) days after the Effective Date (the "**Contingency Period**") to obtain the Approvals, Permits, and Funding. Tenant may extend the Contingency Period for an additional one hundred twenty (120) days, by requesting such extension in writing delivered to Landlord not less than three (3) days prior to the expiration of the Contingency Period which request shall be accompanied by documents showing that Tenant has applied for all required Approvals, Permits, and Funding and is diligently attempting to obtain the same.

1.3 This lease shall terminate upon the expiration of the Contingency Period or any extension thereof under Section 1.2 unless prior to the date of such expiration Tenant provides documentation to Landlord showing that tenant has obtained the Approvals, Permits, and Funding together with a written statement that Tenant elects to proceed with the construction of the Apartment Buildings.

1.4 Landlord shall cooperate with Tenant in all respects in connection with satisfying the condition. Landlord shall execute such applications and other instruments reasonably necessary to satisfying the condition, provided that Landlord shall not be required to pay any application fees or incur any other costs or liability in connection with satisfying the condition. Landlord shall appear as a witness in any legal or administrative proceedings to the extent necessary to satisfy the condition.

Section 2. Construction of the Apartment Buildings

2.1 Tenant shall submit to Landlord a preliminary site plan and elevations depicting the Apartment Buildings to be constructed on the Premises and the same shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed. Written confirmation of Landlord's approval of preliminary site plan shall be delivered to The Banc of America Housing Fund IVA Limited Partnership, LLLP ("**Limited Partner**"). So long as the final building plans and specifications ("**Plans**") are substantially consistent with the preliminary site plan and elevations approved by Landlord and comply with applicable building codes, Landlord shall have no right of approval with respect to the Plans or any change which may be made to the Plans by Tenant from time to time. After completion of construction of the Apartment Buildings, Tenant shall provide Landlord with a complete set of Plans for the Apartment Buildings and any such alterations as built as well as a copy of an "as built" survey thereof. Tenant shall keep Landlord fully informed of the status of all work undertaken or to be undertaken on the Premises. In the event of any dispute regarding the Plans, the matter shall be arbitrated in accordance with the provisions of Section 31 of this Lease.

2.2 Tenant shall, subject to acts of God, strikes, or any other reason beyond the reasonable control of Tenant, diligently prosecute the work to completion after it is commenced. The work shall be performed in accordance with all Legal Requirements and in a good and professional manner. For the purposes of this Lease, the term "**Legal Requirements**" includes all present and future laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, foreseen or unforeseen, ordinary as well as extraordinary. Landlord shall have the right to inspect the work at reasonable intervals subject to the supervision of Tenant and in a manner that will minimize any interference with the work.

2.3 It is expected that half-street improvements will be constructed on SE 127th Avenue adjacent to the Premises at the sole expense of Tenant and that a strip of land parallel to SE 127th Avenue located on the Premises will be dedicated by Landlord to the City of Portland in order to allow for the completion of such half-street improvements. Tenant consents to the dedication by Landlord to the City of Portland of land necessary to construct the half-street improvements and the parties agree that the Premises thereafter shall refer to the real property described on Exhibit A less the portion of the Premises dedicated by Landlord to the City of Portland for the required half-street improvements. Landlord agrees to dedicate such land to the City of Portland as shall be necessary to complete the half-street improvements required for the Project.

Section 3. Term; Rent

3.1 The term of this Lease ("**Term**") shall commence on the Effective Date and shall expire at 12:01 a.m. 70 years from the date a Certificate of Occupancy for the Apartment Buildings is obtained by the Tenant. The parties shall execute an addendum to this lease which specifies the date of the Certificate of Occupancy.

3.2 Tenant agrees to pay to Landlord annual rent in the amount of One Thousand Dollars (\$1,000.00) for the first year of the Term. Lessor shall adjust the rent for each subsequent year of the Term in the same percentage as the increase, if any, in the Consumer Price Index (the "**Index**") published by the United States Department of Labor, Bureau of Labor Statistics. The change shall be computed by comparing the schedule entitled "U.S. City Average, All Items, All Urban Consumers, 1982-84=100" for the latest available month preceding the month in which the Term commenced with the same figure for the same month in the years for which the adjustment is computed. All comparisons shall be made using Index figures derived from the same base period and in no event shall this provision operate to decrease the rent for the Premises below the initial stated rent. If the Index cited above is revised or discontinued during the Term, then the Index that is designated to replace it by the Portland Association of Building Owners and Managers shall be used.

3.3 Rent for the first year of the lease shall be paid on the Effective Date. Thereafter, rent shall be paid in advance, on the annual anniversary date of the Effective Date. Accrued but unpaid Rent shall bear interest at five percent (5%) interest from the due date.

3.4 All amounts payable by Tenant to Landlord under the terms of this Lease shall be paid at the office of Landlord, located at Multnomah County, Facilities and Property Management, 401 N. Dixon Street, Portland, Oregon 97227, or at such other place as Landlord shall from time to time designate by notice to Tenant, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

3.5 It is intended that the rent provided for in this section shall be an absolutely net return to Landlord throughout the Term, free of any expense, charge, or other deduction whatsoever, including all claims, demands, or setoffs of any nature whatsoever.

3.6 Tenant shall pay without notice, except as may be provided in this Lease, and without abatement, deduction, or setoff, as additional rent, all sums, impositions, costs, and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay, and in the event of any nonpayment, Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law in the case of nonpayment of the rent.

Section 4. Use

4.1 The Premises shall be used and operated by Tenant for the purposes of developing, managing, and operating the Apartment Buildings, and for all uses incidental to such

principal use, including uses for office purposes and for storage of goods. Tenant shall keep the Premises and sidewalks and service-ways adjacent to the Premises neat, clean, and free from dirt, rubbish, and pests at all times, and shall store all trash and garbage within the Premises, arranging for the regular pickup of such trash and garbage at Tenant's expense. Tenant shall operate the Apartment Buildings at all times in a professional manner and keep the Premises in a condition comparable to other high quality multi-family facilities in the surrounding neighborhood.

4.2 Tenant may not use the Premises for any other purpose without the prior written consent of Landlord. Tenant acknowledges that any violation of the foregoing provisions of this section by Tenant constitutes a material breach of this Lease.

4.3 Tenant shall not use or store on any part of the Premises Hazardous Substances, except in compliance with Legal Requirements and only if required to complete the Apartment Buildings. The term "**Hazardous Substance**" means any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection under Environmental Standards, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by the United States Environmental Protection Agency (40 CFR pt 302).

4.4 Tenant shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that now apply to the Premises.

4.5 Landlord shall execute, deliver, and record in the official land deed records of the county in which the Premises are located a Declaration of Land Use Restrictive Covenant (the "**Declaration**") relating to the allocation of low income housing tax credits to the Premises and creating covenants running with the land governing the use, occupancy, and transfer of the Premises.

4.5.1 Tenant agrees that its interest under this Lease shall be subordinate and junior to the interests of the Oregon Housing and Community Services, a governmental agency of the State of Oregon ("**OHCS**"), pursuant to the Declaration to be recorded in favor of OHCS with regard to the Premises.

4.5.2 Tenant agrees that the covenants and restrictions set forth in the Declaration are binding upon Tenant, and Tenant agrees to comply with the leasing and other requirements contained therein, including but not limited to restricting rent and qualifying incomes as provided in the Declaration.

Section 5. Operating Requirements

5.1 Tenant shall be solely responsible for the management and operation of the Apartment Buildings. Such management and operation shall be consistent with the terms and conditions of this Lease including, without limitation, Section 4.

5.2 The Premises shall be operated in a manner consistent with the following requirements:

5.2.1 The Apartment Buildings shall be operated for "*Qualified Tenants.*" Qualified Tenants shall be those persons with persistent and chronic mental illness, a dual diagnosis which includes a persistent and chronic mental illness, or a substantially similar diagnosis.

5.2.2 Unless more restrictive income requirements are imposed by funding sources for the Apartment Buildings:

5.2.2.1 One hundred percent of the units of the Apartment Building shall be occupied by Qualified Tenants who have incomes that do not exceed 50 percent of the median family income (adjusted for family size) for Multnomah County; and

5.2.2.2 During the compliance period as provided in IRC Section 42(i)(2), at least 22 of the units of the Apartment Building shall be occupied by Qualified Tenants with income less than or equal to 30 percent of the median family income (adjusted for family size) for Multnomah County.

5.2.3 The rent for each unit may not exceed 30 percent of the imputed income applicable to such unit as provided in IRC Section 42(g)(2)(A).

5.2.4 In the event that assistance under Section 8 of the United States Housing Act of 1937 or any comparable federal or state low-income housing assistance is terminated or the construction or permanent loan is in default, Tenant may increase the rent for units specified in Section 5.2.2.2 to the rent allowable for units occupied by Qualified Tenants with income less than or equal to 50 percent of the median family income (adjusted for family size) for Multnomah County.

5.2.5 The Apartment Buildings shall be operated in accordance with all laws, licenses, permits, regulations applicable to, and in a manner at least equal in cleanliness, safety to, similar facilities serving the housing needs of the persistently and the chronically mentally ill in Multnomah County.

5.2.6 Tenant shall operate the Apartment Buildings as supportive housing, providing a range of individualized services to meet residents' multiple treatment, rehabilitation and support needs, including case management, intensive home-based supports when needed, and crisis services.

5.2.7 Tenant shall provide to Landlord, annually, copies of Tenant's annual operating budget and capital improvement budget. Tenant shall further provide to Landlord, annually, any and all reports required by funding sources, including without limitation, the annual audit of the Apartment Buildings and any audit of the Tenant prepared by an independent financial firm for the tax credit partners.

5.2.8 During the Term of this Lease, Tenant shall maintain a reserve account in accordance with the requirements of the Capital Improvements and Replacement Reserve Agreement ("**Reserve Agreement**") relating to the Premises and the Apartment Buildings between Tenant and the City of Portland acting through the Portland Development Commission ("**PDC**"). Such account shall be maintained in accordance with the terms of the Reserve Agreement even if no longer required by PDC and even if the Reserve Agreement with PDC is terminated. In either such event, Landlord and Tenant agree that the Reserve Agreement shall remain in effect as between Landlord and Tenant and shall be treated as though the rights and obligations of PDC under the Reserve Agreement had been assigned by PDC to Landlord. Upon termination of this Lease, Tenant shall transfer to Landlord the balance in the reserve account for use by Landlord in conjunction with continued operation of the Apartment Buildings.

5.3 Tenant acknowledges that any violation of the foregoing provisions of this section by Tenant constitutes a material breach of this Lease.

Section 6. Liens

6.1 Tenant shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance on the reversion or other estate of Landlord or on any interest of Landlord in the Premises.

6.2 Tenant shall not suffer or permit any materialmen or mechanic's liens to attach to the interest of Tenant in all or any part the Premises by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or anyone occupying or holding an interest in all or any part of the Apartment Buildings on the Premises. If any such lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within 60 days after the date of filing the same, by either payment, deposit, or bond.

6.3 Landlord shall have the right to post and keep posted at all reasonable times on the Premises and on the Apartment Buildings any notices that Landlord shall be required to post for the protection of Landlord and of the Premises and of the Apartment Buildings from any such lien. The foregoing shall not be construed to diminish or vitiate any rights of Tenant in this Lease to construct, alter, or add to the Apartment Buildings.

Section 7. Taxes and Other Charges

7.1 Tenant shall pay and discharge, or cause to be paid and discharged, before any fine, penalty, interest, or cost may be added for nonpayment, all real estate taxes, if any, personal property taxes, excise taxes, business and occupation taxes, and assessments which, at any time during the Term, shall be or become due and payable and which:

7.1.1 Shall be levied, assessed, or imposed against the Premises or the Apartment Buildings or any interest of Landlord or Tenant under this Lease; or

7.1.2 Shall be or become liens against the Premises or the Apartment Buildings or any interest of Tenant under this Lease; or

7.1.3 Shall be levied, assessed, or imposed on or against Landlord by reason of any actual or asserted engagement by Tenant, in any business, occupation, or other activity in connection with the Premises or the Apartment Buildings; or

7.1.4 Shall be levied, assessed, or imposed on or in connection with the ownership, leasing, operation, management, maintenance, repair, rebuilding, use, or occupancy of the Premises or the Apartment Buildings;

under or by virtue of any present or future Legal Requirement, (all of such taxes, assessments, and other governmental impositions and charges that Tenant is obligated to pay being collectively called "*Taxes*").

7.2 Any Tax relating to a fiscal period of the taxing authority, a part of which is within the Term and a part of which is before or after the Term, shall be apportioned and adjusted between Landlord and Tenant so that Tenant shall pay only the portions that correspond with the portion of such fiscal periods included within the Term.

7.3 Tenant covenants to furnish to Landlord, within 45 days after the last date when any Tax must be paid by Tenant as provided in this section, official receipts, if such receipts are then available to Tenant, of the appropriate taxing authority, or other proof satisfactory to Landlord, evidencing payment.

7.4 Tenant shall have the right at Tenant's expense to contest or review the amount or validity of any Tax or to seek a reduction in the assessed valuation on which any Tax is based, by appropriate legal proceedings. Tenant may defer payment of such contested Tax on condition, however, that if such contested Tax is not paid beforehand and if such legal proceedings shall not operate to prevent the enforcement of the collection of the Tax so contested and shall not prevent the sale of the Premises or the Apartment Buildings to satisfy the same, then before instituting any such proceedings Tenant shall furnish to Landlord and to any Permitted Leasehold Mortgagee (as defined below), if so required by the terms of its mortgage, a surety company bond, cash deposit, or other security reasonably satisfactory to Landlord, as security for the payment of such Tax, in an amount sufficient to pay such Tax, together with all interest and penalties in connection with such Tax and all charges that might be assessed against the Premises or the Apartment Buildings in the legal proceedings. Upon termination of such legal proceedings or at any time when Landlord or any such Permitted Leasehold Mortgagee shall determine the security to be insufficient for the purpose, Tenant shall forthwith, on demand, deliver to Landlord or such Permitted Leasehold Mortgagee additional security as is sufficient and necessary for the purpose, and on failure of Tenant so to do, the security originally deposited shall be applied to the payment, removal, and discharge of the Tax and the interest and penalties in connection with the Tax and the charges and costs accruing in such legal proceedings and the balance, if any, shall be paid to Tenant provided that there is then no uncured default under this Lease. In the event that such security shall be insufficient for this purpose, Tenant shall forthwith pay over to Landlord or to any such Permitted Leasehold Mortgagee an amount sufficient, together with the security originally deposited, to pay the same. Tenant shall not be entitled to interest on any money deposited pursuant to this section.

7.5 Any contest as to the validity or amount of any Tax, or assessed valuation on which such Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant shall determine, and Landlord agrees that it shall, at Tenant's expense, cooperate with Tenant in any such contest to such extent as Tenant may reasonably request, it being understood, however, that Landlord shall not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant covenants to indemnify and save Landlord harmless from any such costs or expenses. Tenant shall be entitled to any refund of any such Tax and penalties or interest that have been paid by Tenant or by Landlord and reimbursed to Landlord by Tenant.

7.6 The parties shall use reasonable efforts to see that all communications from the governmental authorities respecting Taxes are sent directly by such authorities to Landlord. Landlord shall forward any and all communications to Tenant within two (2) days after Landlord's receipt. The certificate, advice, receipt, or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Tax or nonpayment of such Tax shall be prima facie evidence that such Tax is due and unpaid or has been paid at the time of the making or issuance of such certificate, advice, receipt, or bill.

Section 8. Insurance

8.1 Tenant, at Tenant's sole cost and expense, shall maintain, for the mutual benefit of Tenant, Landlord, and any Permitted Leasehold Mortgagee property insurance covering loss or damage by fire, and such other risks covered by special form coverage insuring the full replacement cost of the Apartment Buildings (excluding foundation and excavation cost). Tenant shall obtain endorsements to its special form policy to maintain the following coverage to the extent available at commercially reasonable rates: (1) flood, (2) earthquake, (3) business interruption, (4) indirect loss, and (5) boiler and machinery perils. The amount of such insurance policy shall be increased from time to time as the full replacement cost of the Apartment Buildings increases. Any dispute regarding insurance matters shall be arbitrated by the parties.

8.2 In the event of any casualty damage to the Apartment Buildings, Landlord may make proof of loss if Tenant fails to do so within 15 days of the casualty and after 10 days' written notice from Landlord of its intent to do so. If the insurance proceeds ("**Proceeds**") on the Apartment Buildings equal more than 10% of the replacement cost of the Apartment Buildings, then all Proceeds shall be paid to a bank trust department ("**Trustee**") as trustee for the parties. The Trustee shall be selected by Tenant and approved by Landlord, which approval shall not be unreasonably withheld or delayed. If the Proceeds are less than such amount, then the Proceeds shall be delivered to Tenant. Tenant shall promptly repair or replace the damaged and destroyed Apartment Buildings in substantially the form on the date of the casualty or in a manner reasonably satisfactory to Landlord. The Trustee shall pay or reimburse Tenant from the Proceeds for the cost of repair, restoration, or replacement on satisfactory proof of expenditure by Tenant, satisfactory evidence of sufficient progress on the work, and satisfactory evidence of sufficient funds available to complete restoration. The Trustee shall not be liable to the parties except in the event of gross negligence or fraud. The Trustee shall be entitled to deduct a customary and reasonable charge for its services. Any proceeds not used for the repair,

restoration, or replacement of the Apartment Buildings shall be distributed on the same basis as any condemnation proceeds pursuant to the provisions of Section 18 below. Any dispute regarding the distribution of Proceeds shall be arbitrated. Neither party, nor its officers, directors, employees, agents, or invitees, shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property normally covered under a special form policy of property insurance even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees.

8.3 Tenant, at its expense, shall maintain at all times during the Term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, with Landlord as additional insured, with \$ 2,000,000 minimum combined single-limit coverage, or its equivalent. Such policies shall contain such endorsements and deductibles as are reasonably requested by Landlord and the exclusions shall be limited to those approved by Landlord, such approval not to be unreasonably withheld. Such insurance shall include contractual liability coverage in such amount for the Tenant's indemnification obligations contained herein. Tenant shall maintain commercial business automobile liability coverage for owned, nonowned, and hired automobiles at limits of \$ 1,000,000 per person per accident. Tenant shall at all times maintain, or cause to be maintained, adequate workers' compensation insurance coverage for all persons employed on the Premises with a waiver of subrogation endorsement in favor of Landlord if commercially available. Such workers' compensation insurance shall be in accordance with the requirements of applicable federal, state, and local law.

8.4 All insurance policies (except workers' compensation policies) shall be written as primary policies and shall not be contributing with or be in excess of the coverage that either Landlord or Tenant may carry. All such insurance policies shall be issued in the name of Tenant, with Landlord and any Permitted Leasehold Mortgagee being included in the insurance policy definition of who is an additional insured, shall contain a standard mortgagee's clause in form satisfactory to the Permitted Leasehold Mortgagees, and shall be primary to any insurance available to Landlord.

8.5 All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Landlord and any Permitted Leasehold Mortgagee and qualified to do business in the state of Oregon. Executed copies of such policies of insurance, including additional insured endorsements specifically providing coverage for Landlord, shall be delivered to Landlord and any Permitted Leasehold Mortgagee prior to the Effective Date, and renewal policies shall be delivered to Landlord and any Permitted Leasehold Mortgagee within 30 days before the expiration of the term of each such policy. Insurance certificates shall not be accepted in lieu of the actual policies and endorsements. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy shall give Landlord and any Permitted Leasehold Mortgagee 30 days' written notice in advance of any cancellation, substantial change of coverage, or the effective date of any reduction in amount of insurance.

8.6 Landlord may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance to be maintained by Tenant under this Section be increased to an amount that is customary in the insurance industry for similarly situated apartment buildings.

8.7 The provisions of this Section 8 and the rights of Tenant and Landlord hereunder are subject to the rights of each Permitted Leasehold Mortgagee under its Leasehold Mortgage, and any more stringent insurance or insurance-related requirements contained in such Leasehold Mortgage. In the event of any conflict or inconsistency between the terms of this Section 8 and the terms of any Leasehold Mortgage, the terms of the Leasehold Mortgage shall prevail (except that if any insurance coverage required under this Section 8 is more stringent than the comparable requirements in a Leasehold Mortgage, Tenant shall comply with the more stringent requirements of this Section 8). In addition, all provisions in this Section 8 requiring arbitration of disputes shall be deemed to apply solely to disputes between Landlord and Tenant, and nothing in this Section 8 shall require a Permitted Leasehold Mortgagee to arbitrate any insurance-related dispute, and all such disputes involving a Permitted Leasehold Mortgagee shall be resolved as provided in the applicable leasehold Mortgage.

Section 9. Landlord's Right to Perform Tenant's Covenants

9.1 Subject to the rights of the Permitted Leasehold Mortgagees contained in Section 20 below, if Tenant at any time fails to pay any Tax in accordance with the provisions of this Lease or fails to make any other payment required under the Lease or perform any other act on its part to be made or performed, then Landlord, after 10 days' notice to Tenant (or without notice in case of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take such action as may be permissible under this Lease as a result of such default, may (but shall be under no obligation to): (a) pay any Tax payable by Tenant pursuant to the provisions of this Lease; or (b) make any other payment or perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Apartment Buildings for any such purpose, and take all such action, as may be necessary.

9.2 All sums so paid by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act, together with, if Tenant does not pay the same within the 30-day period after notice from Landlord, interest from the date of such payment or incurrence by Landlord of such cost and expense until paid, at the annual rate of 10%, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

Section 10. Compliance with Legal Requirements

10.1 Throughout the Term, Tenant shall promptly comply with all Legal Requirements that may apply to the Premises or to the use or manner of uses of the Premises or the Apartment Buildings or the owners or users of the Apartment Buildings, whether or not the Legal Requirements affect the interior or exterior of the Apartment Buildings, necessitate structural changes or Apartment Buildings, or interfere with the use and enjoyment of the Premises or the

Apartment Buildings, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Tenant shall pay all costs of compliance with Legal Requirements.

10.2 Tenant shall have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost or expense to Landlord, the validity or application of any Legal Requirement subject to the following:

10.2.1 If, by the terms of any Legal Requirement, compliance may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge, or liability of any kind against all or any part of the Premises or the Apartment Buildings and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure to comply, Tenant may delay compliance until the final determination of such proceeding; or

10.2.2 If any lien, charge, or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest the matter and delay compliance, provided that such delay would not subject Landlord to criminal liability or fine, and Tenant furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and prosecutes the contest with due diligence.

10.3 Landlord shall execute and deliver any appropriate papers that may be necessary or proper to permit Tenant to contest the validity or application of any Legal Requirement, provided all the requirements of this section have been satisfied by Tenant and Landlord shall incur no cost.

Section 11. Repairs and Maintenance

11.1 Tenant shall maintain, repair, and replace the Premises and the Apartment Buildings as necessary to keep them in a clean and good condition, and in good repair throughout the entire Term. Tenant's obligations shall extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

11.2 Landlord shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam heat, gas, hot water, electricity, light, and power. Landlord shall in no event be required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs during the Term.

11.3 Landlord assigns to Tenant, without recourse, such rights, if any, as Landlord may have against any parties causing damage to the Apartment Buildings on the Premises to sue for and recover amounts expended by Tenant as a result of such damage.

Section 12. Alterations and Additions

12.1 Provided that Tenant is not in default hereunder, Tenant shall have the right, at any time and from time to time during the Term, to make such interior changes and alterations to any of the interior components of the Apartment Buildings, if any, as Tenant shall deem

necessary or desirable, without the prior consent of Landlord, provided that such changes or alterations do not constitute structural alterations or hinder the ability of Tenant to perform its obligations under this Lease. All alterations shall be performed without cost to Landlord or encumbrance of the Landlord's interest in the Premises. All work done in connection with any such alterations shall be done in a good and workmanlike manner.

12.2 After completion of initial construction of the Apartment Buildings the following conditions shall apply with regard to exterior alterations to the Apartment Buildings proposed to be made by Tenant:

12.2.1 Except for minor alterations that would cost less than \$50,000 to complete, all such alterations shall be subject to the prior approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

12.2.2 All such exterior changes and alterations shall be performed without cost to Landlord or encumbrance of the Landlord's interest in the Premises. Landlord shall reasonably cooperate with Tenant, to the extent necessary, with regard to obtaining necessary permits for such changes, alterations, and new construction from the County including joining in the execution of applications for such construction permits or other authorizations whenever such actions are necessary.

12.2.3 Tenant shall give Landlord at least thirty (30) days' prior written notice before commencing such exterior alterations to the Apartment Buildings.

12.2.4 Any such exterior alteration shall be made within a reasonable time, in a good and workmanlike manner, and in compliance with all applicable permits, authorizations, building codes, and all other applicable laws, ordinances, rules, and regulations of any governmental authorities having jurisdiction.

Section 13. Signage

Tenant may, at its cost and expense, erect exterior building signage on the Apartment Buildings provided that all exterior signage is approved by the applicable governmental authorities. All signs installed at the Premises by Tenant shall be maintained in good repair at Tenant's expense, and Tenant shall be responsible for the cost of all electricity consumed in illuminating the same.

Section 14. Title to Apartment Buildings

During the Term of this Lease, title to the Apartment Buildings shall be in Tenant. Upon the expiration or termination of this Lease, title to the Apartment Buildings and fixtures then owned by Tenant and situated on the Premises automatically shall vest in Landlord free and clear of all claims to, or against them by Tenant or any third party. Tenant shall retain title to all furniture, furnishings, office machinery, equipment, and other items of personal property of a similar or dissimilar nature and Tenant may remove such items of property from the Premises upon expiration of the Term provided that Tenant repairs any damage that may be caused to the Apartment Buildings in connection with such removal. Any items of property not removed by

Tenant upon expiration or termination of the Term shall be deemed to have been abandoned by Tenant.

Section 15. No Waste

Tenant shall not do or suffer any waste or damage, disfigurement, or injury to the Premises or the Apartment Buildings.

Section 16. Inspection and Access

Tenant shall permit Landlord, any Permitted Leasehold Mortgagee, or the authorized representative of any of them to enter the Premises and the Apartment Buildings at all reasonable times during usual business hours for the purposes of inspecting the same and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms, covenants, and conditions of this Lease. Nothing in this Lease shall imply any duty or obligation on the part of Landlord to do any such work or to make any improvement of any kind whatsoever to the Premises (including, but not limited to, repairs and other restoration work made necessary due to any fire, other casualty, or partial condemnation, irrespective of the sufficiency or availability of any fire or other insurance proceeds, or any award in condemnation, which may be payable). The performance of any work by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Except in the event of emergency repairs, all entry to the Premises by Landlord shall require at least 24 hours advance notice to Tenant. In the event of any emergency repairs, Landlord shall use reasonable efforts to give Tenant the earliest possible notice of same.

Section 17. Exculpation and Indemnity

17.1 Tenant is and shall be in exclusive control of the Premises and of the Apartment Buildings, and Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Apartment Buildings or any injury or damage to the Premises or the Apartment Buildings or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition in any part or portion of the Premises or of the Apartment Buildings, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Apartment Buildings from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or due to the use, misuse, or abuse of all or any of the Apartment Buildings or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Apartment Buildings, including defects in construction of the Apartment Buildings, latent or otherwise. Landlord acknowledges that it remains responsible for any liability to any third party to the extent such liability arises from Landlord's negligence or other misconduct and exceeds the limits of Tenant's contractual liability insurance coverage required under this Lease.

17.2 Tenant shall indemnify and hold Landlord harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including

reasonable architect and attorney fees, that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

17.2.1 Any work or thing done in, on, or about all or any part of the Premises or the Apartment Buildings by Tenant or any party other than Landlord;

17.2.2 Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Apartment Buildings or any adjacent alley, sidewalk, curb, vault, passageway, or space;

17.2.3 Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;

17.2.4 Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Apartment Buildings, even if caused in part by the negligence of Landlord, but only up to the limits of Tenant's liability insurance coverage with respect to any such negligence of Landlord; or

17.2.5 Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Lease on its part to be performed or complied with.

17.3 In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant on written notice from Landlord shall, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval shall not be unreasonably withheld.

Section 18. Condemnation

18.1 If all the Premises and the Apartment Buildings are taken or condemned, by right of eminent domain or by purchase in lieu of condemnation, or if such portion of the Premises or the Apartment Buildings shall be so taken or condemned that the portion remaining is not sufficient and suitable, in Tenant's sole judgment (subject, however, to any rights of any Permitted Leasehold Mortgagee), to permit the restoration of the Apartment Buildings following such taking or condemnation, then this Lease and the Lease Term, at Tenant's option, shall cease and terminate as of the date on which the condemning authority takes possession (any such taking or condemnation of the Premises or Apartment Buildings as described in this section being called a "**Total Taking**"), and the Rent shall be apportioned and paid to the date of such Total Taking.

18.2 If this Lease expires and terminates as a result of a Total Taking, the rights and interests of the parties shall be determined as follows:

18.2.1 The total award or awards for the Total Taking shall be apportioned and paid in the following order of priority:

18.2.1.1 Landlord shall have the right to and shall be entitled to receive directly from the condemning authority, in its entirety and not subject to any trust, that portion of the award which is defined and referred to as the "**Land Award**," and neither Tenant nor any Permitted Leasehold Mortgagee shall be entitled to receive any part of the Land Award. The term Land Award shall mean that portion of the award in condemnation or change of grade proceedings that represents the fair market value of the Premises, considered as vacant, unimproved and unencumbered by this Lease, the consequential damage to any part of the Premises that may not be taken, the diminution of the assemblage or plottage value of the Premises not so taken and all other elements and factors of damage to the Premises.

18.2.1.2 Tenant shall have the right to and shall be entitled to receive directly from the condemning authority subject, however, to the rights of the Permitted Leasehold Mortgagees, that portion of the award referred to as the "**Leasehold Award**." The term Leasehold Award shall mean that portion of the award in condemnation proceedings that represents the fair market value of Tenant's interest in the Apartment Buildings and the fair market value of Tenant's leasehold estate as so taken and, provided this Lease is not terminated as a result of such condemnation or taking, the consequential damages to any part of the Apartment Buildings.

18.2.1.3 It is the intent of the parties that the Land Award and Leasehold Award shall equal the total amount of the awards respecting a total taking.

18.2.2 If the court or such other lawful authority as may be authorized to fix and determine the awards fails to fix and determine, separately and apart, the Land Award and the Leasehold Award, such awards shall be determined and fixed by written agreement mutually entered into by and among Landlord, Tenant, and First Leasehold Mortgagee, if any, and if an agreement is not reached within twenty (20) days after the judgment or decree is entered in the proceedings, the controversy shall be resolved in the same court as the condemnation action is brought, in such proceedings as may be appropriate for adjudicating the controversy.

18.3 If, during the Term, there is a taking or condemnation of the Premises or the Apartment Buildings that is not a total taking and not a temporary taking of the kind described below, or in the event of the change in the grade of the streets or avenues on which the Premises abuts, this Lease and the Lease Term shall not cease or terminate but shall remain in full force and effect with respect to the portion of the Premises and of the Apartment Buildings not taken or condemned (any such taking or condemnation or change of grade of the kind described in this section being referred to as a "**Partial Taking**"), and in such event, the total award or awards for the taking shall be apportioned and paid in the following order of priority:

18.3.1 Landlord shall have the right to and shall be entitled to receive directly from the condemning authority, in its entirety and not subject to any trust, that portion of the award that equals the Land Award, and neither Tenant nor any Permitted Leasehold Mortgagee shall be entitled to receive any part of the Land Award; and

18.3.2 If at the time of such taking there is a First Leasehold Mortgage held by a Lending Institution, then such Lending Institution, or, if there is no such First Leasehold

Mortgage, then Tenant shall have the right to and shall be entitled to receive directly from the condemning authority the balance of the award, to be applied by the recipient as it shall deem appropriate

18.4 In the event of a taking of all or a part of the Premises or the Apartment Buildings for temporary use, this Lease shall continue without change, as between Landlord and Tenant, and Tenant shall be entitled to the entire award made for such use (subject to any rights of any Permitted Leasehold Mortgagee); provided that Tenant shall be entitled to file and prosecute any claim against the condemning authority for damages and to recover the same, for any negligent use, waste, or injury to the Premises or the Apartment Buildings throughout the balance of the then current Lease Term. The amount of damages so recovered shall belong to Tenant, subject to any rights of any Permitted Leasehold Mortgagee.

18.5 In the event of any dispute between Tenant and Landlord with respect to any issue of fact arising out of a taking mentioned in this section, such dispute shall be resolved by the same court in which the condemnation action is brought, in such proceedings as may be appropriate for adjudicating the dispute.

Section 19. Assignment and Subletting

19.1 Tenant shall not assign or sublet the entirety of the Premises without the prior written consent of Landlord, which consent may not be unreasonably withheld. Landlord agrees in advance to Tenant's assignment of its rights in this Lease to Cascadia Housing, Inc. ("*Cascadia*"), or a limited liability company controlled by Cascadia, after the completion of the compliance period as provided in IRC Section 42(i)(2). Any assignment or subletting shall be subject to all of the terms and provisions of this Lease, and Tenant shall remain fully liable and responsible for all rent and other Tenant obligations and covenants hereunder notwithstanding any assignment or subletting, unless released from such liabilities pursuant to the express term hereof.

Section 20. Leasehold Mortgages

20.1 Tenant shall have the right, in addition to any other rights granted, with the Landlord's consent, which shall not be unreasonably withheld, to mortgage or grant a security interest in Tenant's interest in this Lease and the Premises and the Apartment Buildings and any subleases, under one or more leasehold mortgages or pursuant to a sale-leaseback financing arrangement to one or more Lending Institutions, as defined below in this Section, and/or under one or more purchase money leasehold mortgages, and to assign this Lease and any subleases and consent to the lien of a Deed of Trust on Tenant's leasehold interest hereunder as collateral security for such leasehold mortgages or pursuant to the sale-leaseback financing arrangement, on the condition that all rights acquired under such leasehold mortgages or pursuant to the sale-leaseback financing arrangement shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease and to all rights and interests of Landlord, none of which covenants, conditions, restrictions, rights, or interests is or shall be waived by Landlord by reason of the right given to mortgage or grant a security interest in Tenant's interest in this Lease and the Premises and the Apartment Buildings, except as expressly provided otherwise.

20.2 Any mortgage or sale-leaseback financing arrangement made pursuant to this section is referred to as a "**Permitted Leasehold Mortgage**," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "**Permitted Leasehold Mortgagee**." The Permitted Leasehold Mortgage that is prior in lien or interest among those in effect is referred to as the "**First Leasehold Mortgage**," and the holder of or secured party under the First Leasehold Mortgage is referred to as the "**First Leasehold Mortgagee**." For the purposes of any rights created under this section, any so-called wraparound lender shall be considered a First Leasehold Mortgagee. If a First Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien or interest among those in effect are both held by the same Permitted Leasehold Mortgagee, the two Permitted Leasehold Mortgages are collectively referred to as the "**First Leasehold Mortgage**." A "**Permitted Leasehold Mortgage**" includes, without limitation, mortgages and trust deeds as well as financing statements, security agreements, sale-leaseback instrumentation, and other documentation that the lender may require. The words Lending Institution, as used in this Lease, mean any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of Tenant's interest in this Lease or all or any part of the Improvements.

20.3 If a Permitted Leasehold Mortgagee sends to Landlord a true copy of its leasehold mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as such Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply (in respect of such Permitted Leasehold Mortgage and of any other Permitted Leasehold Mortgages):

20.3.1 Except as expressly provided otherwise below, there shall be no cancellation, termination, surrender, acceptance of surrender, amendment, or modification of this Lease without in each case the prior consent in writing of the Permitted Leasehold Mortgagee. Nor shall any merger result from the acquisition by, or devolution upon, any one entity of the fee and the leasehold estates in the Premises.

20.3.2 Landlord shall, upon serving Tenant with any notice, whether of default or any other matter, simultaneously serve a copy of such notice on the Permitted Leasehold Mortgagee and Limited Partner, and no such notice to Tenant shall be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee and Limited Partner in the manner provided in this Lease for giving notices.

20.3.3 In the event of any default by Tenant under this Lease, each Permitted Leasehold Mortgagee has the same period as Tenant has, plus 30 days, after service of notice on it of such default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of for such default, and Landlord shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Tenant. Each notice of default given by Landlord will state the amounts of whatever Rent are then claimed to be in default.

20.3.4 If Landlord elects to terminate this Lease by reason of any default of Tenant, the Permitted Leasehold Mortgagee, in addition to the rights granted under the preceding section, shall also have the right to postpone and extend the specified date for the termination of this Lease as fixed by Landlord in its notice of termination, for a period of six months, provided that the Permitted Leasehold Mortgagee shall cure or cause to be cured any then-existing defaults, provided further that the Permitted Leasehold Mortgagee shall for such period comply with all of the terms of this Lease, and provided further that the Permitted Leasehold Mortgagee shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and shall prosecute the same to completion with all due diligence. If, at the end of the six-month period, the Permitted Leasehold Mortgagee is actively engaged in steps to acquire or sell Tenant's interest and if the Permitted Leasehold Mortgagee has at all times during such period complied with all terms of this Lease, then, so long as the Permitted Leasehold Mortgagee is in compliance with the terms of this lease, the time of the Permitted Leasehold Mortgagee to comply with the provisions of this Section 20 shall be extended for such period as is reasonably necessary to complete such steps with reasonable diligence and continuity.

20.3.5 Landlord agrees that the name of the Permitted Leasehold Mortgagee may be added to the "**Loss Payable Endorsement**" of any and all insurance policies required to be carried by Tenant or Landlord.

20.3.6 Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant, Landlord will enter into a new lease of the Premises with the Permitted Leasehold Mortgagee or its nominee ("New Tenant"), for the remainder of the Term, effective on the date of such termination, at the Rent and on the terms, provisions, covenants, and agreements contained in this Lease and subject only to the same conditions of title as this Lease is subject to on the date this Lease is executed, and to the rights, if any, of any parties then in possession of any part of the Premises, provided:

20.3.6.1 The Permitted Leasehold Mortgagee or its nominee shall make written request on Landlord for such new lease within 15 days after the date of termination indicated in the notice of termination given to Permitted Leasehold Mortgagee and such written request shall be accompanied by payment to Landlord of Rent then due to Landlord under this Lease.

20.3.6.2 The Permitted Leasehold Mortgagee or its nominee shall pay to Landlord, at the time the new lease is executed and delivered, any and all Rent that would be due at the time of the execution and delivery of the new lease pursuant to this Lease but for such termination, and in addition any expenses, including reasonable attorney fees, to which Landlord shall have been subjected by reason of such default.

20.3.6.3 The Permitted Leasehold Mortgagee or its nominee shall perform and observe all covenants contained in this Lease on Tenant's part to be performed, except for the covenants set forth in Section 4.5 and Section 5 (and the term "Apartment Buildings" shall be deemed to no longer include any reference to or concept of "Qualified Tenants"), and further shall remedy any other conditions that Tenant under the terminated Lease

was obligated to perform; and on execution and delivery of such new lease, any subleases that may have been assigned and transferred previously by Tenant to Landlord, as security under this Lease, shall then be held by Landlord as security for the performance of all the obligations of Tenant under the new lease.

20.3.6.4 Landlord shall not warrant or make representations regarding possession of the Premises or the Apartment Buildings to New Tenant under the new lease due to existing possession rights of Qualified Tenants.

20.3.6.5 Such new lease shall be expressly made subject to the rights, if any, of Tenant under the terminated Lease.

20.3.6.6 New Tenant under such new lease shall have the same right, title, and interest in and to the Improvements on the Premises as Tenant had under the terminated Lease.

20.3.7 Nothing contained in this Lease requires the Permitted Leasehold Mortgagee or its nominee to cure any default that occurs as a result of the status of Tenant, such as Tenant's bankruptcy or insolvency, or to discharge any lien, charge, or encumbrance against Tenant's interest in this Lease junior in priority to the line of the Permitted Leasehold Mortgage.

20.3.8 Landlord agrees to amend this Lease from time to time to the extent reasonably requested by a Lending Institution proposing to make Tenant a loan secured by a Permitted Leasehold Mortgage, provided that such proposed amendments do not materially and adversely affect the right of Landlord, Landlord's interest in the Premises or the rights or interests of the Qualified Tenants. All reasonable expenses incurred by Landlord in connection with any such amendment shall be paid by Tenant.

20.3.9 The First Leasehold Mortgagee shall be given notice of any arbitration or other proceeding or dispute by or between the parties and shall have the right to intervene and be made a party to any such arbitration or other proceeding. In any event, each Permitted Leasehold Mortgagee shall receive notice of, and a copy of, any award or decision made in the arbitration or other proceeding.

20.3.10 Any award or payment in condemnation or eminent domain in respect of the Premises or Improvements shall be paid to the First Leasehold Mortgagee for the benefit of the parties and applied in the manner specified in this Lease.

20.3.11 No fire or casualty loss claims shall be settled and no agreement will be made in respect of any award or payment in condemnation or eminent domain without in each case the prior written consent of the First Leasehold Mortgagee.

20.3.12 No liability for the payment of Rent or the performance of any of Tenant's covenants and agreements shall attach to or be imposed on the Permitted Leasehold Mortgagee (other than any obligations assumed by the Permitted Leasehold Mortgagee), all such liability (other than any obligations assumed by the Permitted Leasehold Mortgagee) being expressly waived by Landlord.

20.3.13 Landlord, within 10 days after a request in writing by Tenant or any Permitted Leasehold Mortgagee, shall furnish a written statement, duly acknowledged, that this Lease is in full force and effect and unamended, or if there are any amendments, such statement will specify the amendments, and that there are no defaults by Tenant that are known to Landlord, or if there are any known defaults, such statement shall specify the defaults Landlord claims exist.

20.3.14 No payment made to Landlord by any Permitted Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and the Permitted Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper, or mistaken notice or demand shall be entitled to the return of any such payment or portion, provided it shall have made demand not later than one year after the date of its payment.

20.3.15 Landlord, on request, shall execute, acknowledge, and deliver to each Permitted Leasehold Mortgagee an agreement prepared at the sole cost and expense of Tenant, in form satisfactory to the Permitted Leasehold Mortgagee and Landlord, among Landlord, Tenant, and the Permitted Leasehold Mortgagee, agreeing to all the provisions of this section.

20.3.16 Landlord shall at no time be required to subordinate its fee simple interest in the Premises to the lien of any leasehold mortgage, nor to mortgage its fee simple interest in the Premises as collateral or additional security for any leasehold mortgage. Landlord shall attorn to any Permitted Leasehold Mortgagee or any other person who becomes Tenant by, through, or under a Permitted Leasehold Mortgage.

20.3.17 If Tenant is declared bankrupt or insolvent and this Lease is thereafter lawfully canceled or rejected, Landlord shall immediately execute a new lease under the same terms and conditions as this Lease to the Permitted Leasehold Mortgagee or its nominee, (except that the new lease shall exclude the covenants in Section 4.5 and Section 5, and the term "Apartment Buildings" shall be deemed to no longer include any reference to or concept of Qualified Tenants"), provided that all defaults under this Lease except the bankruptcy or insolvency of Tenant be cured by the Permitted Leasehold Mortgagee or its nominee.

20.3.18 If Landlord declares bankruptcy and Landlord's bankruptcy trustee rejects this Lease when there is a Leasehold Mortgagee, Tenant's right to elect to terminate this Lease or to retain its rights pursuant to § 365(h)(1) of the Bankruptcy Code shall be exercised by the Leasehold Mortgagee.

20.3.19 Landlord hereby acknowledges that Bank of America, N. A., a national banking association ("BOA"), will likely become the First Leasehold Mortgagee as the construction lender of the Apartment Buildings and that the Network for Oregon Affordable Housing, an Oregon nonprofit public benefit corporation ("NOAH"), will likely thereafter become the First Leasehold Mortgagee as the permanent lender of the Apartment Buildings and that, if BOA and NOAH become the First Leasehold Mortgagee, then all the provisions of Section 20.3 shall automatically apply to BOA and NOAH and to BOA's and NOAH's leasehold

mortgage without further action of BOA and/or NOAH. BOA's and NOAH's addresses for notice purposes are as set forth in Section 31.1 below.

Section 21. Default; Remedies

21.1 The occurrence of any one or more of the following events of default constitutes a breach of this Lease by Tenant:

If Tenant defaults in the payment of Rent due and payable by Tenant, and such default continues for 180 days after Landlord has given Tenant a notice specifying the same and notice has also been sent to Limited Partner, Bank of America N.A., and any Permitted Leasehold Mortgagee; or

21.1.1 If Tenant, whether by action or inaction, is in default of any of its obligations under this Lease (other than a default in the payment of Rent by Tenant) and such default continues and is not remedied within 180 days after Landlord has given Tenant a notice specifying the same, or, in the case of a default that can be cured but not within a period of 180 days, if Tenant has not (1) commenced curing such default within such 180-day period; (2) notified Landlord of Tenant's intention to cure the default; or (3) continuously and diligently completed the cure of the default; or

21.1.2 The occurrence of any of the following events: An assignment by Tenant for the benefit of creditors, the filing by Tenant of a voluntary petition in bankruptcy, an adjudication that Tenant is bankrupt, the appointment of a receiver of the properties of Tenant, the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing, or the attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 90 days. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section shall apply to each individual unless within 30 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

21.2 Notwithstanding any other provision herein, upon the occurrence of an event of default, Limited Partner shall have the right to cure any default of Tenant's obligations under this Lease.

21.3 Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

21.3.1 Landlord or Landlord's agents and employees may immediately or at any time thereafter reenter the Premises either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises, to the end that Landlord may have, hold, and enjoy the Premises.

21.3.2 Landlord may relet the whole or any part of the Premises from time to time, either in the name of Landlord or otherwise, to such Tenants, for such terms ending before, on, or after the expiration date of the Term, at such rentals and on such other conditions (including concessions and free rent) as Landlord may determine to be appropriate. To the extent allowed under Oregon law, Landlord shall have no obligation to relet all or any part of the Premises and shall not be liable for refusal to relet the Premises, or, in the event of such reletting, for refusal or failure to collect any rent due on such reletting; and any action of Landlord shall not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make such physical changes to the Premises as Landlord, in its sole discretion, considers advisable and necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

21.3.3 Whether or not Landlord retakes possession or relets the Premises, Landlord has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises for reletting, and all costs incurred by Landlord in reletting the Premises.

21.3.4 To the extent permitted under Oregon law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages.

21.4 No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, shall be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach.

21.5 Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 22. No Abatement of Rent

22.1 Except as otherwise specifically provided in this Lease, no abatement, refund, diminution, or reduction of Rent or other compensation shall be claimed by or allowed to Tenant, or any person claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from work on Apartment Buildings, by

virtue or because of Legal Requirements, or the occurrence of any matters referred to in Section 8 (casualty damage) and Section 18 (condemnation) of this Lease, or for any other reason, cause, or occurrence.

22.2 Unless caused by Landlord, if any adjoining building or structure encroaches on the Premises, no claim, demand, or objection of any kind shall be made by Tenant against Landlord by reason of such encroachments; no claim for abatement of Rent due under this Lease shall be made by reason of such encroachments or acts of, or in connection with, removal of the encroachments. The rights, liabilities, and obligations of the parties shall be the same as if there were no encroachments. In any related legal proceedings, the Premises may properly and without prejudice be described according to the description previously used without reference to any such encroachments. Landlord agrees to cooperate with Tenant in any proceedings sought by Tenant to remove such encroachments, provided such cooperation does not cause Landlord to incur any expense.

Section 23. Transfer of Interest by Landlord

For so long as this Lease (or a new lease executed with a Permitted Leasehold Mortgagee or its nominee under Section 20.3.6 or 20.3.17) is in effect, Landlord may not sell, exchange, assign, transfer, convey, contribute, distribute, or otherwise dispose of all or any part of its interest (called "**Landlord's Interest**") in the Premises or this Lease (including but not limited to Landlord's reversion), nor may Landlord sell, exchange, assign, transfer, convey, contribute, distribute, or otherwise dispose of all or any part of Landlord's Interest in Landlord's real property adjacent to the Premises, which real property, together with the Premises, comprise a single tax lot for real estate taxation purposes.

Section 24. Nonmerger

There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, may be held, directly or indirectly, by or for the account of any person who shall own the fee estate in the Premises or any interest in such fee estate, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including all Permitted Leasehold Mortgagees) having an interest in this Lease, or in the leasehold estate created by this Lease, shall join in a written instrument effecting such merger and shall duly record the same.

Section 25. Quiet Enjoyment

Tenant, on paying the Rent and observing and keeping all covenants, agreements, and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance or molestation by anyone claiming by, through, or under Landlord as such, subject, however, to the exceptions, reservations, and conditions of this Lease.

Section 26. Surrender

Tenant, on the last day of the Term, shall surrender and deliver up the Premises and Apartment Buildings to the possession and use of Landlord without fraud or delay, free and clear of all lettings and occupancies other than subleases then terminable at the option of Landlord or subleases to which Landlord shall have specifically consented, and free and clear of all liens and encumbrances other than those, if any, presently existing or created or suffered by Landlord, without any payment or allowance whatever by Landlord on account of the Apartment Buildings on the Premises. Upon expiration of the Term, Tenant shall surrender to Landlord all reserves required by Section 5.2.8, and all tenant security deposits relating to the Apartment Buildings.

Section 27. Invalidity of Particular Provisions

If any term or provision of this Lease or the application of the Lease to any person or circumstances is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 28. Representations

Tenant acknowledges that it has examined the Premises and has been allowed to make tests and inspections of the Premises and that no representations as to the condition of the Premises have been made by Landlord or any agent or person acting for Landlord (except as expressly provided in this Lease). Landlord shall have no liability because of, or as a result of, the existence of any subsurface or soil condition, either on the Premises or on adjacent land, that might affect Tenant's construction of the Apartment Buildings.

Section 29. Estoppel Certificate

Either party, within 15 days after a request from time to time made by the other party and without charge, shall give a certification in writing to any person, firm, or corporation reasonably specified by the requesting party stating (1) that this Lease is then in full force and effect and unmodified, or if modified, stating the modifications; (2) that Tenant is not in default in the payment of Rent to Landlord, or if in default, stating such default; (3) that as far as the maker of the certificate knows, neither party is in default in the performance or observance of any other covenant or condition to be performed or observed under this Lease, or if either party is in default, stating such default; (4) that as far as the maker (if Landlord) of the certificate knows, no event has occurred that authorized, or with the lapse of time will authorize, Tenant to terminate this Lease, or if such event has occurred, stating such event; (5) that as far as the maker of the certificate knows, neither party has any offsets, counterclaims, or defenses, or, if so, stating them; (6) the dates to which Rent have been paid; and (7) any other matters that may be reasonably requested by the requesting party.

Section 30. Force Majeure

If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any acts of God,

fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the party's control, (and not attributable to an act or omission of the party), whether or not specifically mentioned, the party shall be excused, discharged, and released of performance to the extent such performance or obligation (excluding any monetary obligation) is so limited or prevented by such occurrence without liability of any kind. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the party whose performance is delayed shall be extended for the period of the delay; provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the party becomes aware of or reasonably should have become aware of the causes of any such unavoidable delay, have first notified the other party thereof in writing of the cause or causes thereof and the estimated time of correction. Any action or failure to act by a party pursuant to this Lease that is not due to unavoidable delay shall not excuse the performance hereunder by that party.

Section 31. Notices

31.1 Any notice required or permitted by the terms of this Lease shall be deemed given if delivered personally to an officer of the party to be notified or sent by United States registered or certified mail, postage prepaid, return-receipt requested, and addressed as follows:

If to Tenant: Mid-Co Apartments Limited Partnership
c/o Cascadia Housing, Inc.
2130 S.W. 5th Avenue
Suite 210
Portland, Oregon 97201

With a copy to The Banc of America Housing Fund IVA Limited Partnership, LLLP

Mid-Co Apartments Limited Partnership
c/o The Enterprise Social Investment Corporation
10227 Wincopin Circle, Suite 810
Columbia, Maryland 21044

and to Bank of America, N.A.,

Bank of America N.A.
OR1-129-07-50
121 SW Morrison, 7th Floor
Portland, OR 97204

If to Landlord: Multnomah County
Facilities and Property Management
401 N. Dixon Street

Portland, Oregon 97227

If to NOAH: Network for Oregon Affordable Housing
1020 SW Taylor, Suite 585
Portland, OR 97205
Attn: Executive Director

or such other addresses as may be designated by either party by written notice to the other.

31.2 A copy of each notice from Landlord to Tenant shall be contemporaneously delivered to each Permitted Leasehold Mortgagee which shall have previously delivered to Landlord, by registered or certified mail, return receipt requested, addressed as provided above in this section, its name and the mailing address to which communications under this section are to be delivered. Notice to Tenant shall not be effective until a duplicate notice is given to each Permitted Leasehold Mortgagee that is entitled to notice in the manner provided in Section 31.1. Landlord hereby acknowledges that BOA and NOAH have provided their respective notice addresses to Landlord, as set forth in Section 31.1, in compliance with the requirements of this Section.

31.3 Tenant shall immediately send to Landlord, in the manner prescribed above for giving notice, copies of all notices given by it to any Permitted Leasehold Mortgagee or received by it from such Permitted Leasehold Mortgagee, and copies of all notices that it receives with respect to the Premises or Apartment Buildings from any government authorities, fire regulatory agencies, and similarly constituted bodies, and copies of its responses to such notices

31.4 Notwithstanding anything in this section to the contrary, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this section shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

Section 32. Mediation and Arbitration

32.1 In the event a dispute arises concerning this agreement, Landlord and Tenant agree that the dispute shall initially be submitted to mediation. The mediator will be selected by mutual agreement, and will be compensated equally by both parties. If the parties fail to agree on a mediator within ten days of notice by either party of a request for mediation, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court upon the request of either party.

32.2 Except with respect to pending litigation, Landlord or Tenant may at any time request final and binding arbitration of any matter remaining in dispute after mediation. The term *pending litigation* as used in the preceding sentence means litigation that has continued for more than 60 days after the first legal process has been served on a party to this agreement by the other party without any request for arbitration by the party served. Any party who fails to submit to binding arbitration following a lawful demand by the other party shall bear all costs and

expenses, including reasonable attorney fees (including those incurred in any trial, bankruptcy proceeding, appeal, or review) incurred by the other party in obtaining a stay of any pending judicial proceeding concerning a dispute that, by the terms of this Lease, has been properly submitted to mandatory arbitration and/or compelling arbitration of any dispute. A party may request arbitration by giving notice to that effect to the other party, specifying in the notice the nature of the dispute. The dispute shall be determined in the city of Portland, Oregon, by a single arbitrator for matters up to \$100,000, and by three arbitrators for any dispute in excess of that amount, in accordance with the rules of the Multnomah County Circuit Court Arbitration Program, except to the extent provided otherwise under Oregon laws on arbitration and as otherwise provided herein. If such program is terminated, then the rules of American Arbitration Association shall be used. All arbitrators shall be licensed attorneys having at least 10 years' experience with commercial ground-leasing transactions. Each party shall submit its position to the arbitrator or arbitrators and the arbitrator or arbitrators, shall only have jurisdiction to choose the entire position of one of the parties as the prevailing position. On the application of either party, the award in the arbitration may be enforced by the order of judgment of a court of competent jurisdiction.

32.3 The fees and expenses of any arbitration shall be borne by the losing party.

32.4 The arbitrator or arbitrators shall resolve all disputes in accordance with the substantive law of the state of Oregon. The arbitrator or arbitrators shall have no authority or jurisdiction to award any damages or any other remedies beyond those that could have been awarded in a court of law had the parties litigated the claims instead of arbitrating them. The parties shall not assert any claim for punitive damages except to the extent such awards are specifically authorized by statute. The Federal Arbitration Act, 9 USC §§1-16, applies to this Lease transaction and shall be controlling in any judicial proceedings and in the arbitration itself for issues of arbitrability and procedure. No provision of, nor the exercise of any rights under, this arbitration section of the Lease shall limit the right of Landlord to evict Tenant, to exercise self-help remedies, or to obtain provisional or ancillary remedies such as an injunction, receivership, attachment, or garnishment.

32.5 The parties shall use their best efforts to complete any arbitration within 60 days of the filing of the dispute, unless the dispute is regarding the refusal to grant a consent or approval, in which case the time period shall be 30 days. The arbitrator or arbitrators shall be empowered to impose sanctions for any party's failure to do use best efforts. These arbitration provisions shall survive any termination, amendment, or expiration of the Lease unless the parties otherwise expressly agree in writing. Each party agrees to keep all disputes and arbitration proceedings strictly confidential, except for the disclosure of information required in the ordinary course of business of the parties or as required by applicable law or regulation. Any time limitation (such as the statute of limitations or laches) that would bar litigation of a claim shall also bar arbitration of the claim. If any provision of this arbitration program is declared invalid by any court, the remaining provisions shall not be affected thereby and shall remain fully enforceable. The parties understand that they have decided that, on demand of either of them, their disputes as described herein shall be resolved by arbitration rather than in a court, and once so decided cannot later be brought, filed, or pursued in court.

Section 33. Entire Agreement

This Lease and the Grant Agreement, dated November 27, 2002 between Cascadia Housing, Inc. and Multnomah County, contain the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by Tenant and Landlord that there are no verbal agreements, representations, warranties, or other understandings affecting this Lease.

Section 34. Applicable Law

This Lease shall be governed by, and construed in accordance with, the laws of the state of Oregon.

Section 35. Brokerage

Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

Section 36. No Partnership

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

Section 37. Authority and Status

The persons executing this Lease on behalf of Tenant and Landlord covenant and warrant to the other parties that (a) they are duly authorized to execute this Lease on behalf of the party for whom they are acting, and (b) the execution of this Lease has been duly authorized by the party for whom they are acting. Tenant warrants and covenants that, for the Lease Term, it is and shall be an Oregon public benefit corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code. Landlord warrants and covenants that, for the Lease Term, it is and shall be a body public and corporate under the laws of Oregon.

Section 38. Time is of the Essence

Time is of the essence with respect to the performance of each of the terms, provisions, covenants and conditions of this Lease.

Section 39. Binding Effect; Captions

The covenants and agreements contained in this Lease shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns. The captions of this Lease are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Lease or in any way affect this Lease.

Section 40. Recordation of Lease

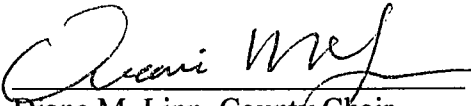
Tenant may elect that a copy of this Lease or a memorandum, executed and acknowledged by both parties, be recorded in the public records of Multnomah County, Oregon. Tenant shall pay the recording costs.

Section 41. Statutory Disclosure

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM AND FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

LANDLORD:

Multnomah County

By: 
Diane M. Linn, County Chair

Date: 12.5.03

TENANT:

Mid-Co Apartments Limited Partnership


By: Cascadia Housing, Inc., its general partner

By: _____
Neal Beroz, President

Date: _____

REVIEWED:

Agnes Sowle, County Attorney for
Multnomah County, Oregon

By: 
John S. Thomas
Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # R-7 DATE 12.04.03
DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A – PREMISES DESCRIPTION

Legal Description

A tract of land being a portion of that property conveyed to Multnomah County, by Deed on June 01, 1989 as described in Book 2215, Page 1903, Deed Records, Multnomah County, situated in the Northwest ¼ of Section 11, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, and more particularly described as follows:

Commencing at the 4-1/4" brass disc in monument box marking the Northwest Corner of said Section 11;

Thence along the North line of Section 11 South 89°38'39" East 1319.35 feet;

Thence South 00°00'56" West 750.81 feet to the **True Point of Beginning** of the tract herein described;

Thence South 89°46'32" East 132.00 feet to a point on the East line of that property described in Book 2215, Page 1903;

Thence along the East line of said property South 00°02'26" West 564.93 feet;

Thence North 89°44'21" West 132.25 feet to a point on the West line of Book 2215, Page 1903;

Thence along the West line of said Book and Page, North 00°00'56" East 564.23 feet to the **Point of Beginning** of the tract herein described, containing 1.71 acres.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: December 4, 2003

Agenda Item #: B-3

Est. Start Time: 10:10 AM

Date Submitted: 11/25/03

Requested Date: December 4, 2003

Time Requested: 30 Minutes

Department: Non-Departmental

Division: Chair's Office

Contact/s: Duke Shepard, Diane Luther

Phone: 503.988-3308

Ext.: 85137

I/O Address: 503/600

Presenters: Richard Harris of Central City Concern and Invited Others

Agenda Title: Briefing and Board Discussion on Downtown Waterfront Urban Renewal Area

1. **What action are you requesting from the Board? What is the department/agency recommendation?** No action requested, informational only. After invited testimony, the Board will discuss whether to adopt a position regarding possible extension of the Downtown Waterfront Urban Renewal District.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**

Formed in 1974, this is the city's oldest existing Urban Renewal Area. As such it has played roles in eliminating Harbor Drive, building Waterfront Park, the Downtown Transit Mall, Pioneer Courthouse Square, and Riverplace. This Urban Renewal Area is scheduled to expire in April 2004.

In considering whether to extend the timeframe and debt capacity of the Urban Renewal District, the Portland Development Commission is consulting with the taxing jurisdictions, including the County. The Board as a whole may wish to express a position to the Portland Development Commission, and may wish to specify purposes for which the County would like to see Urban Renewal District resources used.

3. Explain the fiscal impact (current year and ongoing).

The fiscal impact can be viewed as foregone or delayed revenue from development within an Urban Renewal Area which, rather than going directly to taxing jurisdictions, goes to pay off the debt incurred in fostering that development. The impact can also be viewed as the long term increased assessed value, and the immediate increase in jobs, housing, or improvements in infrastructure. The potential fiscal impact of this Urban Renewal Area is dependent upon its future.

4. Explain any legal and/or policy issues involved.

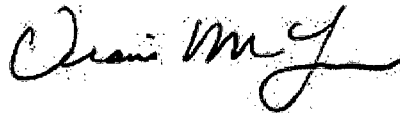
Policy issues include: economic development; housing; appropriate expiration or continuation of Urban Renewal Area's, local government, Tax Increment Financing.

5. Explain any citizen and/or other government participation that has or will take place.

Renewal of this Urban Renewal Area will require action by both the Commission and the Portland City Council. The Portland Development Commission recently conducted a public hearing where extensive public testimony was received.

Required Signatures:

Department/Agency Director: _____



Date: 11/25/03

Budget Analyst

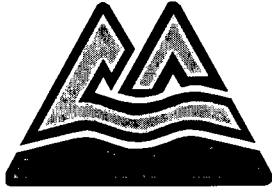
By: _____

Date:

Dept/Countywide HR

By: _____

Date:



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD. , Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

December 4, 2004

To: Agnes Sowle

From: Lisa Naito

I will excuse myself from the Board Briefing and Discussion on the Downtown Waterfront Urban Renewal Area on today's agenda. I am a shareholder in H. Naito Corporation, which owns several properties within the urban renewal area. While Portland Development Commission has not announced the final projects that would be funded with an extension of the urban renewal area, several properties owned by the corporation are under consideration for direct benefit. Specifically, Block 8 at Northwest Couch Street on First Avenue has been under discussion. (*The Oregonian*, September 7, 2003.)

Other possible projects include funding for affordable housing projects and some of the properties are owned by the corporation. Specifically, the Globe and Rich Hotel properties fall into this category.

Finally, another project under consideration for funding is the redevelopment of Burnside Avenue and Couch Streets. This project, if funded, could benefit other H. Naito properties in Old Town.

Central City Concern is urging the renewal of the Downtown Waterfront Urban Renewal District.

The evidence points to the burgeoning success of Downtown Waterfront as a complete district. But, despite its age, it is a process that is still gathering momentum in the North end of the district. Early on, the URD spurred projects that have since made Portland known across the nation for its vision and dedication in creating a thriving downtown:

- Waterfront Park
- Pioneer Place
- River Place
- Pioneer Courthouse Square
- Salmon Street Springs

Housing the Hardest to House

There was also a concerted effort by the City to preserve low income housing. The formation of the Downtown Housing Preservation Partnership saved and restored hundreds of units of housing, **including most of Central City Concern's downtown housing for very low income and special needs populations** (McCracken, Hatfield, Shoreline, and others).

Because some people with severe or multiple disabilities have no or very low incomes, they can't afford to pay rent that would support typical loans to build housing. Conventional sources of funding for affordable housing do a good job of providing housing for people who work part time or for minimum wage or who don't have many service needs. **But to really reach the people on the streets, in the emergency rooms, and in the jails – the hardest to house – a flexible source of equity is required to fill the gap left by a project that can't pay debt.** The Tax Increment Financing created in an Urban Renewal District is the only substantial source to fill this gap if we want to build more than a handful of units each year.

Downtown Waterfront still has many buildings for very low income people that need preservation, replacement or restoration, including the Rich Hotel, the Estate, the Golden West, the Westwind, and the Globe. The City adopted **Affordable Housing Ordinance** and **Central City No Net Loss Policy** provide for purchasing or replacing these units. Many of them formal or informally house **Special Needs/Hard-to-House** populations.

The Original Mixed Use, Mixed Income Community – Historic Old Town/Chinatown

The development that came earlier to the South end of Downtown Waterfront URD is just getting started in Old Town/Chinatown. Central City Concern believes that the renewal of the Downtown Waterfront URD will bring economic development to the North side of Burnside, not so it can look like the River District, but so that it can be a shining example of what it is. Old Town/Chinatown is the original mixed use/mixed income community. It is very dense in its housing and very diverse in its uses and residents. It is also one of the most historic parts of Portland. The continuation of the Downtown Waterfront URD will allow for the revitalization of Burnside, so it is an asset instead of a barrier. Burnside can be a gateway into the vibrant, diverse, and historic North end of a strong, vital downtown Portland.

Go to <http://www.pdc.us/ura/dtwf/feedback.asp> to learn more about Downtown Waterfront, see a project map and send feedback. PDC Commission intends to make their final decision **December 17, 2003** on the fate of the district.

AFFORDABLE HOUSING PRODUCED, DOWNTOWN WATERFRONT URD

Glisan St. Multi-Serve Ctr	1985	shelter/90 beds	Rehabilitation
Estate Hotel	1986	163 units	Rehabilitation
Golden West	1989	76 units	Rehabilitation
Sally McCracken	1989	95 units	Rehabilitation
Lyndon Musolf Manor	1990	96 units	Rehabilitation
Shoreline Building	1990	62 units	Rehabilitation
Henry Building	1990	153 units	Rehabilitation
Helen Swindells	1993	105 units	Rehabilitation
Mark O. Hatfield	1995	106 units	Rehabilitation
Royal Palm	1996	50 units	Rehabilitation
Westshore	1997	113 units	New Construction
Fifth Avenue Commons	1998	70 units	New Construction
Yards at Union Station	1998-99	535 units	New Construction
333 SW Oak	1999	90 units	Rehabilitation
Fifth Avenue Court	1999	96 units	New Construction
Macdonald Center	1999	54 units	New Construction
Pacific Tower	2003	156 units	New Construction
8 NW 8 th	2004	180 units	New Construction
Biltmore	2004	76 units	Rehabilitation
Hotel Alder¹	2005	<u>99 units</u>	Rehabilitation

2,375 units

¹Full funding commitment pending.

DOWNTOWN WATERFRONT URD – PRESERVATION AND HOUSING THE HARD TO HOUSE

The North end of the district includes a large number of units housing very low income people. Many of these units are in buildings that are in private ownership without use restrictions and, therefore, at risk of being lost to market forces (*see list below, next page*). There is a second group of units in private hands with use restrictions, the Low Income Housing Tax Credit Limited Partnership owned properties. The compliance period for these buildings is coming to an end and the disposition of the properties is partially contingent on their nonprofit partners having the money to purchase them at discounted rates (*listed below*). The City adopted **Affordable Housing Ordinance** and **Central City No Net Loss Policy** provide for purchasing or replacing these units. Many of the buildings formally or informally house **Special Needs/Hard-to-House** populations. Current resources will not be sufficient to prevent the loss of these units without Tax Increment Finance.

PRIORITY PROJECTS

The Rich Building is at short-term risk of closure. (CCC is currently attempting to negotiate a three year lease.) Rents at the Rich are affordable to people at 23% Area Median Income. There is an opportunity to rehabilitate the Globe Building for affordable housing in a project related to the potential move of the Fire Station. Estimates for these projects are based on a \$42,000 per unit City investment. This estimate is an average of per unit City spending for projects affordable at below 30% income as calculated by the Housing Development Center from data in Housing Evaluation Group report for 1997-2002. Central City Concern's two current rehabilitation projects average total development cost of \$87,000 per unit. (*Non-City funds include: Low Income Housing and Historic Tax Credit equity, Oregon Affordable Housing Tax Credits, Federal Home Loan Bank Affordable Housing Program, Oregon Housing Weatherization and Trust Funds, and owner equity.*)

		<u>City funds</u>	<u>Leveraged funds</u>
Rich Building Replacement	103 units (43 replacement, 60 new)	\$4,326,000	\$4,635,000
Globe	60 units new/rehabbed units	\$2,520,000	\$2,700,000
	163 units	\$6,846,000	\$7,335,000

The following projects in Downtown Waterfront will end their 15 year tax credit compliance period in the next six years. The exact status of the partnerships and condition of the buildings hasn't been evaluated. In order to provide some idea of the cost to preserve the buildings when they are sold, and in consultation with the Housing Development Center and Deloitte & Touche, we've assumed an average of \$2,000 per unit in City funded rehab and soft costs and estimated the purchase cost (exit taxes) of three Central City Concern properties and averaged that cost at \$350,000 per building. The end of each project's compliance period is in parentheses.

		<u>City funds</u>
Golden West (2005)	76 units	\$502,000
Henry Building (2005)	153 units	\$656,000
Lyndon Musolf Manor (2006)	96 units	\$542,000
Sally McCracken (2007)	95 units	\$540,000
Shoreline Building (2007)	62 units	\$474,000
Helen Swindells (2009)	105 units	\$560,000
Mark O. Hatfield (2010)	<u>106 units</u>	<u>\$562,000</u>
	693 units	\$3,836,000

OTHER PROJECTS

The following properties are also in private ownership and housing very low income people in the Downtown Waterfront URD.

Westwind	70 units
Grove	73 units
Home	29 units
West	24 units
Stewart	55 units
Everett	<u>29 units</u>
	280 units

The Blanchet House houses 32 to 35 men in recovery at any given time and serves 2,000 meals every day. It is owned by a nonprofit and in need of a new facility.

The Westshore, Fifth Avenue Commons, Yards at Union Station, Fifth Avenue Court, Macdonald Center, Pacific Tower, 8 NW 8th, Biltmore, and Hotel Alder are also tax credit projects with Limited Partnerships that will end 2012-2017. Four of these have for profit general partners.

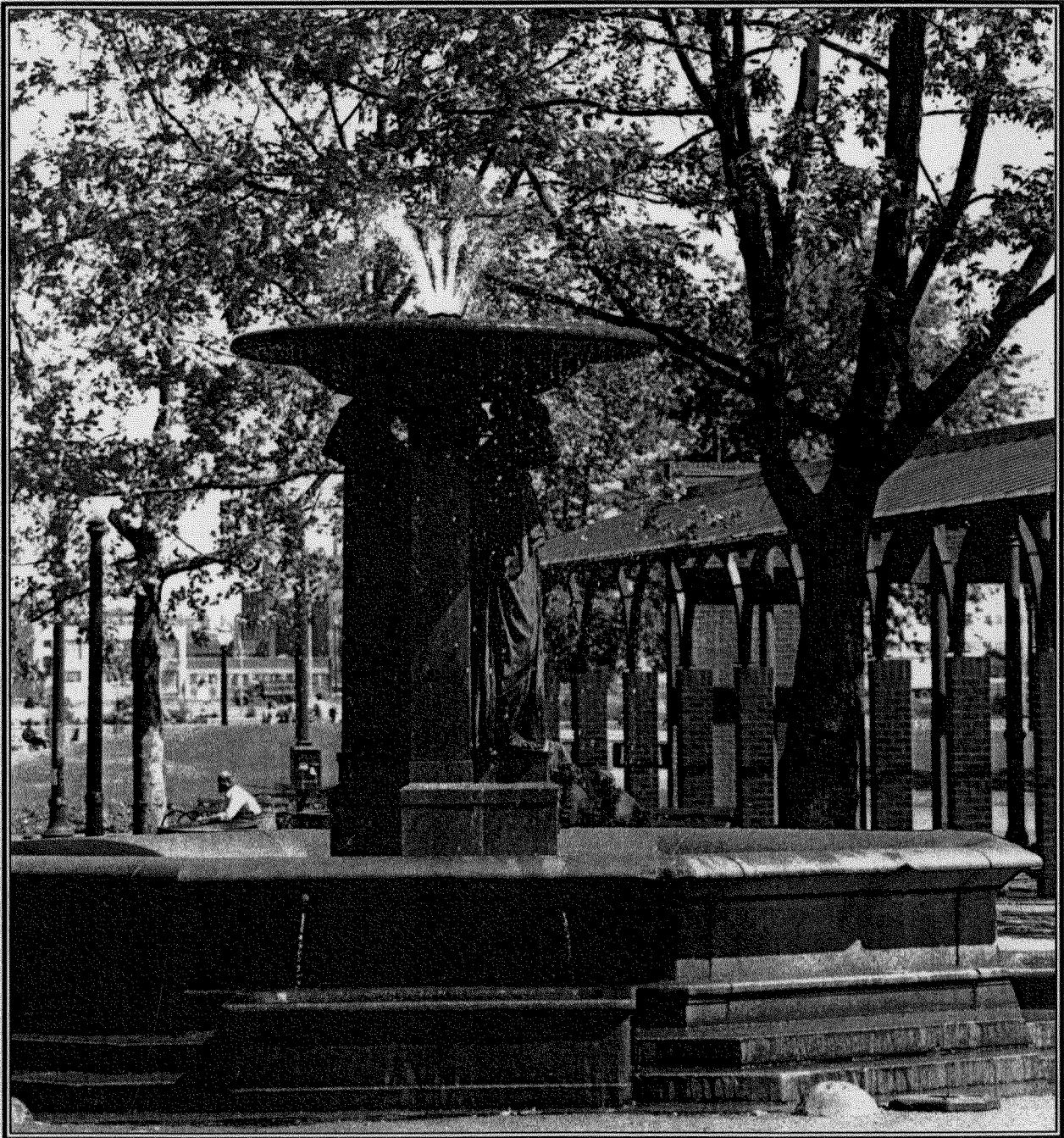
Old Town/Chinatown

Vision Plan September 1997

Development Plan December 1999

Vision-Development Plan

Update January 2003



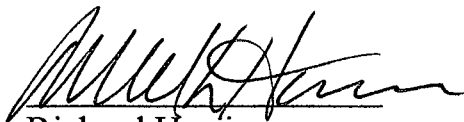
March 2003

The following documents capture over 7 years work by all the stakeholders of Old Town/Chinatown, to put together our collective vision of Old Town/Chinatown. The work began in 1995, when a few dedicated individuals challenged a very divided community to come together to create a common vision. The outcome is the first document, the Old Town/Chinatown Vision Plan, which was officially adopted by City Council in 1997.

The second document is a natural succession to the first. It is the Old Town/Chinatown Development Plan, which blueprints our vision of the development we desire in the district. This was also adopted by the City Council in December 2000.

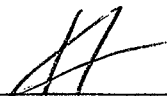
The final document is the Old Town/Chinatown Vision-Development Plan Update. Its purpose is to evaluate the two previous documents, determine what has been accomplished, and determine what needs to be worked on, changed, or added. It also addresses various issues that tend to be divisive to the community. Both the Vision Committee and the OldTown/Chinatown Neighborhood Association adopted this update in January 2003.

We thank the city and especially Mayor Katz for her support, and the work of staff and funding of projects by the Portland Development Commission. Without these and other partners, we would not have had the resources to accomplish as much as we have, nor been able to focus our energies on the vision we have embraced.



Richard Harris

Chair: Vision Committee

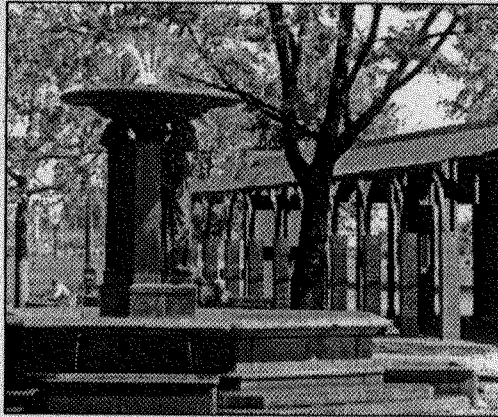


Howard Weiner

Chair: Old Town/Chinatown

Neighborhood Association

OLD TOWN / CHINATOWN VISION PLAN



D E C E M B E R 1 9 9 7

A VISION FOR OLD TOWN / CHINATOWN

Adopted by the Portland City Council
December 10, 1997

MAYOR VERA KATZ
COMMISSIONER JIM FRANCESCONI COMMISSIONER GRETCHAN KAFOURY
COMMISSIONER CHARLIE HALES COMMISSIONER ERIK STEN
CITY AUDITOR BARBARA CLARK

OLD TOWN / CHINATOWN VISIONS COMMITTEE

PHIL KALBERER, CHAIRMAN

ANNA ABRAHAM	BOB NAITO
DOREEN BINDER	GENNY NELSON
BOB DURSTON	LT. PAT OSSENKOP
ANDY HANSHAW	ROGER SHIELS
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A Vision for Old Town/Chinatown

Introduction

Overview: The Old Town/Chinatown Vision Statement represents the efforts of the people of the diverse Old Town/Chinatown community. We have come together to craft a vision of what we want the area to be, and how we propose to bring this vision about. Our intent is not only that we embrace this vision, but also that it be embraced by others in the City who have influence over what happens in this neighborhood. Consequently, we will be taking this vision to the City Council for their formal acceptance and so that they can incorporate it into their future work.

The Challenge: The past few years have been marked by conflict and mistrust among the various elements of the Old Town/Chinatown neighborhood - the business community, the social service providers, the Chinese community, the retail and night life businesses. The problem came to a head over the siting of the Mental Health West facility at the Royal Palm Hotel. But there has been a long history of conflicts within our community; conflicts which have negatively impacted the vitality of the area, and which have harmed all of us. Appendix A sets forth a history of the community and of the ongoing debate about how to resolve these conflicts.

The Solution: The solution to our conflicts involves all parties within the neighborhood coming together, and agreeing on the following principles:

- We are a diverse area, and all of the diverse components of the community have a right to be in Old Town/Chinatown.
- We understand the area is heavily impacted by an environment of high drug trade, poor retail/business climate, limited mixed income housing, and the Region's highest concentration of social service providers.
- All parties agree on a need for an economic development plan as a means for a better environment in which both businesses and social service providers can prosper.
- This requires a balance, which is best achieved not by regulations but by the various parties working together, and communicating with each other.
- All parties need to go beyond the Old Town/Chinatown neighborhood to achieve broader community support to carry out our vision for a better future.
- The various elements of the community (neighborhood associations, business associations, social service providers, missions, Chinese community, as well as groups outside the community such as the Portland Development Commission, the Association for Portland Progress, etc.) need to work closely to promote the vitality of Old Town/Chinatown.
- Our work must be done in concert with the City and the County. We need their resources and their approval, so that our plan for Old Town/Chinatown is recognized as the vision of a united community.

Content: The Old Town/Chinatown Vision consists of the following sections:

- A. Communications/Conflict Resolution. The three components of this section are the Good Neighbor Agreement; Housing, Shelter and Social Services; and the Communications Plan. The purpose of this section is to be proactive in solving problems and disputes, to identify what we expect of each member of the Old Town/Chinatown community, and to help in communicating information about issues that affect all of us.
- B. Crime/Safety. Drug trade and its negative effects on all segments of the neighborhood is the foremost concern of us all. This section of the vision notes the resources needed to counter this problem, and it stresses the importance of the private sector's participation in addressing both the reality and the *perception* of the crime and safety problems in our neighborhood.
- C. Street Environment and Public Improvements. This section addresses the physical appearance of the neighborhood, and it offers suggestions about what we can do in both the short and long term.
- D. Night Life/Marketing/Promotion. This section addresses a major aspect of the economic life of our neighborhood - the Night Life district. By attracting more businesses into the area, especially the kinds of businesses that are active in the off hours, we hope to create a street life which is more inviting to visitors, both in fact and in perception.
- E. Development, Parking, and Circulation. This section includes the goals of the planning and implementation strategy which will be the next phase of our planning effort.

Summary: Each of the various sections of this vision statement are not to be seen as complete in themselves; rather, each section is an integral part of a whole vision for Old Town/Chinatown. Together, these sections call for proactive participation and communication, neighborhood awareness, personal responsibility, and creative problem solving.

We hope and expect that, far from being a static document, this Vision Plan will be a living and viable statement about our community. To that end, we propose that there be an annual review of the Vision Plan, to determine if we are achieving our goals and whether we need to clarify, add, delete, or otherwise amend any section of the Plan to better achieve the community's objectives.

Finally, it is important to note that this document is the result of many hours of debate, discussion, and interaction among many members of the community (see Attachment E for a list of the public meetings). The resulting product - this document - represents a consensus among a very diverse group of individuals. The very fact that we were able to achieve a consensus on a broad array of important issues speaks well for our community's future prospects.

Phil Kalberer, Chairman
Anna Abraham
Doreen Binder
Andy Hanshaw
Richard Harris
Mike Hashem
Louis Lee
Bill Mosely

Bob Naito
Genny Nelson
Lt. Pat Ossenkop
Roger Shiels
John Southgate
Jim Teal
Francis Wong

Section I: Communications/Conflict Resolution

Good Neighbor Agreement

Get involved and stay involved - your neighborhood needs you.

"Being a good neighbor is a dynamic relationship. Good neighbors work cooperatively with each other to create an environment that is respectful, safe, harmonious, and attractive. Good neighbors are involved with each other". [From the Turning Point Good Neighbor Agreement.]

The health and livability of every community, no matter how diverse its residents, rests in large part on how people treat each other. Neighborhoods are strongest where people respect each other, each others' property, and the common areas which they share (streets, parks, public buildings, etc.).

For this reason, to make Old Town/Chinatown a stronger neighborhood, it is essential that individuals and organizations within this community act as "good neighbors". A framework to achieve this goal is the creation of a "Good Neighbor Agreement".

Good Neighbor Agreements are tools which have been successfully used throughout the City where siting disputes have occurred, to achieve mutual understanding and delineate responsibilities among affected parties. In Old Town/Chinatown, we do not view a Good Neighbor Agreement as a device to control "undesirable" uses. Instead, we see the creation of a Good Neighbor Agreement as an opportunity for all kinds of businesses and organizations, from social service agencies to storefront retail shops, to recognize and honor our respect for each other and our community.

The following is a draft Good Neighbor Agreement which we recommend each organization or business consider for adoption on a purely voluntary basis. Some organizations may already have a Good Neighbor Agreement in place. Some may consider amending their agreements to integrate principles listed here. This is not an all-inclusive list of issues, and any party considering a Good Neighbor Agreement will want to tailor its plan to its specific needs and mission. However, this Agreement is a summary of what we believe makes for a more considerate neighborhood, and we propose that it serve as our neighborhood's unofficial community-wide Good Neighbor Agreement.

The City of Portland Bureau of Housing and Community Development (BHCD) is available to assist parties who propose to draft a Good Neighbor Agreement. The phone number for BHCD is 823-2375.

Old Town/Chinatown Good Neighbor Agreement

Purpose

The basic purpose of this Good Neighbor Agreement is to promote good communications between neighbors, focusing on the following considerations:

- A. Communications
- B. Cleanliness
- C. Sidewalk/Street Use
- D. Safety and Security Issues
- E. Monitoring of the Good Neighbor Agreement and Mediation (Advisory Board)

A. Communications

Organizations with Good Neighbor Agreements should establish fax networks and/or other appropriate communication links with interested parties (nearby business and property owners, etc.).

The organization should make every effort to determine who wants to be on the network. The purpose of this communication network is to address concerns, dispel rumors, provide notice of upcoming meetings and events, and inform interested people in advance of any plans or projects proposed by the organization. All communications should designate a contact person to address specific issues as they arise.

The organization should publish a brief monthly status report, available to Advisory Board members and participants in the FAX network, addressing operations, complaints, etc.

The organization should also circulate some form of communication on a regular basis (at the opening of a facility, and perhaps annually thereafter), reporting on the operations of the facility, and listing contact persons. This mailer/communication piece might also include the names and phone numbers of Advisory Board members.

B. Cleanliness

A clean neighborhood is an inviting place to live, work, and visit. Tourists and visitors will come back to visit if they find our neighborhood is clean and well kept. Cleanliness starts with each of us: our business, our sidewalk, our street, our building, and our environment. We encourage each other to maintain a clean operation, and to assist each other in this effort.

Some of the things that we can do to make a cleaner neighborhood are simple, such as keeping the sidewalk in front of our business clean of garbage and debris, or cleaning up graffiti. We can also work with the City to site trash receptacles, public restrooms, and other facilities where they are needed. We can encourage property owners to keep building facades clean, and to pursue the City's facade rehabilitation and lighting grants.

C. Sidewalk/Street Use

Our sidewalks and streets are an important part of our business, and how we use them or allow them to be used by others can affect us and our neighbors in a positive or negative way.

We encourage all businesses and organizations in Old Town/Chinatown to communicate with employees, clients, and customers about the importance of how we use the sidewalk and street. There is often heavy and competing demands for sidewalk space - pedestrians and window shoppers, business people walking to an appointment, patrons and servers at sidewalk cafes, people waiting in line for a business to open, or people simply enjoying being outside and watching the world pass by. We encourage these multiple uses of the sidewalk - they have the potential to enrich the sense of vitality in our neighborhood. It is important to remember, however, that whatever one's purpose in using the street/sidewalk, we need to respect the rights of others to be there as well.

It is also important that a safe passageway for pedestrians always be maintained. Businesses which require that customers stand in line awaiting service are encouraged to have the line occur on the inside of their building. If that is not possible, they are encouraged to assign an easily identified staff person to keep the line in order, and to maintain the public passageway. This will make customers of that business *and* guests of other businesses feel safe about using the sidewalk and visiting the neighborhood.

D. Safety and Security

There are a variety of things that we can do to address security concerns in the neighborhood. These include knowing your neighbors, communicating regularly with them, addressing any problems at an early stage before they get out of hand, participating in community policing efforts, and being active individually and involving staff and tenants in a security programs.

All facilities should consider developing a safety and security program which addresses such issues as resident/employee responsibilities, resident/employee conduct, prohibited activities, drugs and alcohol, pets, fire safety, weapons, hours of opening, guests/clients, and other issues specific to the function of the facility. All residents, employees, and volunteers should be given a copy of this program.

Larger operations should consider hiring a full- or part-time safety specialist, who is responsible for overseeing safety and security within the facility and within the immediately adjacent area (abutting streets and sidewalks, open space). This specialist should work with specialists for other nearby facilities on issues of mutual concern.

Facility operators, whether business owners or social service agencies, should understand and participate in community policing efforts of the Portland Police Bureau. This participation may take the form of a crime prevention program for the facility. Some organizations may want to consider participating in a trespass agreement with the Police Bureau, barring certain individuals (e.g., violators of the drug free zone) from entering the facility.

E. Other Requirements

Advisory Boards will monitor ongoing compliance with the requirements of Good Neighbor Agreements. It is the prerogative of the Advisory Board to take actions it deems appropriate, if it determines that the facility operator is failing to abide by the terms of the Agreement. Monitoring and mediation of a conflict in a neighborhood should be handled by the Advisory Board, which in turn may seek City mediation office assistance when all neighborhood mediation has failed.

All parties are encouraged to voice any concerns at an early stage, to defuse problems before they become too serious, and to prevent people from becoming polarized over issues. In the event that a conflict arises, the concerned or aggrieved party should first consider contacting a member of the Advisory Board (with whom the concerned party feels comfortable raising the issue). The Advisory Board member should then attempt to resolve the problem, honoring the confidentiality of the concerned party. If necessary, the Board member would bring the issue to the attention of the entire Board, with the goal of reaching a fair and prompt resolution to the problem.

**Expect nothing - you will get nothing.
We expect more.**

Housing, Shelter, and Social Services

Old Town/Chinatown has a long history of business and housing that was elemental to the economic development of the City of Portland. It has been home to those who worked on the rail, shipping and logging industries. This area traditionally has housed the labor force that built much of the early part of the City. This legacy has been preserved in many of the numerous old buildings and hotels that were prolific at the turn of the century, thus the vision for the future of the area includes an economic development plan that considers the mix of business, housing and social services.

The provision of housing and other services for lower income individuals and families has historically been, and will continue to be, a central function of this community. We need to acknowledge the increasing number of people who are not served by the "system", including women with children. This is an issue of city-wide importance, and the problem and solutions are not limited to Old Town/Chinatown. We hope our efforts in this neighborhood will be part of a larger effort affecting the entire City, recognizing that we can't simply isolate this challenge in ours or any other single neighborhood.

The Visions Committee agrees to several over-arching principles that give guidance to more specific plans for the area. These guiding principles include:

- Diversity of business, housing and service activities are a strength and must be in balance to insure the economic viability of the neighborhood.
- All activities, be they retail, commercial, entertainment, shelter, missions, housing or social services, operate in a business-like manner that does not intrude upon or disrupt neighboring business activities.
- Timely, accurate, inclusive communication among neighborhood interests is essential to developing a cooperative problem solving environment.
- When the operation of a particular business or activity creates a problem the community will engage in a process that will result in Good Neighbor Agreement.

The following are specific areas of agreement:

Shelter Reconfiguration Plan

The Old Town/Chinatown community supports the Shelter Reconfiguration Plan, because it calls for dispersal of housing facilities for the homeless. The Shelter Reconfiguration Plan (SRP) is currently being implemented. It includes the Glisan Street facility (90 beds for men, located at NW 4th and Glisan); the recently completed Jean's Place (47 beds for women, located at 11th and E. Burnside); the recently completed Royal Palm (which includes 30 SRO units and 20 shelter beds serving those

dealing with mental health issues); the Eastside Shelter (which will contain 90 beds for men, on a site on SE. MLK, Jr. Boulevard); and an east-side, 90-bed permanent housing facility.

Funding of Services

We believe that it is of vital importance that the City and County make it a priority to provide adequate operating funds for these facilities. It is of great concern to all of us that if funding is diminished, then there will be more homeless on our streets (including individuals dealing with substance abuse and mental health issues), and we will all suffer - businesses, social service agencies, visitors, etc.

Assessment Center

While supporting the overall SRP, the community opposes the notion of a single, centrally located assessment center. It would appear to be more cost effective, and more responsive to the likely demand for these services on the part of the target population, if assessment were to take place within each individual facility. These facilities could be linked by computer, but we see no need to require that patrons go to one facility, be directed from there to a central assessment center, and then go back to the original facility to utilize the services therein. We encourage decision makers to carefully weigh these considerations before committing themselves to the notion of a single facility.

Location Policy

Old Town/Chinatown is one of several specially-designated "Impact Areas" in which new City or County sponsored shelters or low income housing projects are subject to the Location Policy (see Attachment D). To be approved, these facilities must satisfy the criteria of the Location Policy. However, even if it can be demonstrated that a facility complies with these criteria, or even if a facility is not funded by the City or County and is therefore exempt from the Location Policy criteria, we expect the providers, funding entities, and local funding conduits of special needs housing to consider the capacity of the neighborhood to accommodate further facilities of this nature. Furthermore, the provider or developer must demonstrate how the proposed facility will benefit the neighborhood and be in accordance with the Neighborhood Plan. This consideration is to include the preparation of a Good Neighbor Agreement with the neighborhood, to be prepared and adopted prior to final site approval by the government entity which has approval authority.

Guiding Future Development

Even though the Old Town/Chinatown neighborhood cannot dictate many aspects of new development within our community, we hope and expect that any business, agency, or other entity contemplating a move to Old Town/Chinatown will consider how and whether it will be compatible with our goals. As already noted, we believe a careful balancing of uses is an essential ingredient to a healthy future. We also hope and expect that the proponents of new facilities will familiarize themselves with the other aspects of this Vision document, especially the Good Neighbor Agreement and the Communications components.

Communication

The members of the Old Town/Chinatown community are committed to the importance of communication. We recognize that sound communication is essential to establishing and maintaining good relationships within the neighborhood and with our partners in government agencies and elsewhere. To the extent that we can keep each other informed concerning future plans, or regarding important news affecting our neighbors, we can prevent the sort of frustration that results when people aren't given the opportunity to have input on matters that affect them.

To maintain and improve communications within Old Town/Chinatown, we will be setting up a FAX network/information hotline. This hotline will link key members of our community, including the heads and designated representatives of all of the various groups based in the area [including the Chinese Consolidated Business Association (CCBA), the Old Town/Chinatown Neighborhood Association, the Historic Old Town Business Association (HOT), etc.]. Copies of faxes will also be posted in designated locations (for example, community bulletin boards).

The purpose of the fax hotline is to disseminate information about upcoming meetings and hearings, provide late-breaking news affecting the community, and issue announcements about projects and other items of interest. It is our expectation that all of the members of our neighborhood (including the members of the various groups which operate within the neighborhood, as well as private businesses, social service agencies, etc.) will make every effort to communicate with the rest of the community through the fax hotline.

We also hope to enlist the support of our partners in the broader community to participate in these communication efforts. Specifically, we hope that Association for Portland Progress (APP), Portland Development Commission (PDC), the Police Bureau and various other City and County agencies will use the fax hotline to notify the neighborhood about public hearings or other proposed decisions which may affect us.

In addition to the fax hotline, we propose that regular meetings be held among the heads of the various groups within Old Town/Chinatown. The purpose of these meetings would be to strengthen links among the organizations located in Old Town/Chinatown. These meetings would also provide an opportunity for the different organizations to raise issues or concerns. The public would be invited to these meetings.

We hope and expect that these efforts will result in improved communication within our neighborhood. A sincere commitment to communicate with each other is critical to the success of our efforts for a better future for Old Town/Chinatown.

Section II: Crime/Public Safety

Crime/Public Safety

Old Town/Chinatown is a diverse community which has undergone enormous change over the decades. During the past 25 years, we have witnessed significant investment in the area, with the rehabilitation of historic structures, and with new retail businesses, housing developments, and an expanding nightlife community. At the same time, the introduction of this new vitality has brought new concerns regarding crime. We recognize this problem - crime, and the perception of crime - as perhaps the greatest challenge which we face as we seek to revitalize our community.

In years past, crime in the neighborhood was for the most part limited to maintaining public order, i.e. drinking in the street, etc. For the most part, this level of criminal activity was adequately addressed by the Police Bureau's staffing a two person walking beat in Old Town 16 hours a day.

During the late 1970s, the trafficking of narcotics moved into the Old Town area, and remains today the foremost crime problem for Old Town/Chinatown. Since the drug problem grew so dramatically, it required all of the resources which Portland's Central Police Precinct could provide. This consumption of police resources to combat drug dealing continues today. The result is that there are few resources devoted to the maintaining of order in and around the neighborhood.

We believe that by focusing our efforts in three areas, we can have a direct impact on the problem, and over time eliminate most of the crime and order issues that negatively affect the vitality of Old Town/Chinatown:

- *Maximizing Police/Law Enforcement Resources.*

The Police Bureau is dedicated in its efforts to ensure that all available resources are utilized in eliminating the drug problems in Old Town. However, Central Precinct cannot eliminate the drug problem in Old Town by itself. It requires a combined effort and cooperation of the Police Bureau, State Parole and Probation officers, the FBI, US Immigration and Naturalization Services (INS), Tri-Met police, the EID (Economic Improvement District) security staff, and the District Attorney's office to effectively impact drug dealing in and around Old Town/Chinatown.

In the recent past, we have witnessed the impressive results of joint Police Bureau/FBI narcotics missions. A dramatic decrease in drug activity resulted from these missions. Currently, Central Precinct and several other law enforcement agencies are involved in Operation Northstar. This is a joint federally funded two year mission targeting drug related activity within the boundaries of Central Precinct which has resulted in a considerable number of arrests. We urge the City to maintain funding for this effort beyond the initial two year period. We also urge the City and County to create adequate jail space, without which this effectiveness of the program is severely compromised.

- *Drug Free Zone*

The Drug Free Zone is an important tool in our efforts to combat the drug problem in Old Town/Chinatown and elsewhere in the core area. This special designation constrains individuals from entering the neighborhood if they have been convicted of drug related crimes. We support the recently expanded Drug Free Zone boundaries, and the recently adopted one year exclusion period. We will continue our support as long as there is drug trafficking in the area.

There are several ways that individuals and businesses can assist in making the Drug Free Zone a success. Businesses can advertise our commitment to the Zone by placing "Drug Free Zone" posters in their windows. Operators of hotels, SROs, and other housing in the area can cooperate with Police in refusing to provide housing to people who have been excluded.

- *Community Policing*

The Old Town/Chinatown neighborhood, with the leadership of the Portland Police Bureau, has embraced community policing as an important framework for solving the crime problem in our neighborhood. This is because we believe that no one group acting alone can solve the crime problem or overcome the perception of crime in Old Town/Chinatown. Crime and public safety are community problems requiring a total community response. All of us are part of this community and share in finding solutions to our common crime problems.

We need to explore how to form partnerships within our community to significantly reduce crime and illegal activities in the neighborhood. Participation is the cornerstone of community policing. Organizations and neighborhood groups need to become involved in finding a solution to the problem. It is extremely important that each group be represented in these efforts, to share concerns and explore solutions to problems associated with criminal behavior in Old Town.

The community must work together to solve this problem. We need to develop a consensus, forge community-wide ties which create a unity, which then strengthens our efforts to influence the City's commitment of resources to law enforcement activities in the neighborhood.

What can individuals and businesses do to fight crime, and the perception of crime, in Old Town/Chinatown? For one thing, we can become active in community policing efforts. We can introduce more lighting in the district, and work to resist graffiti and other signs of decay. We can participate in Drug Free Zone efforts, and lobby for the dedication of additional resources to the Police Bureau. We also expect Tri-Met to meet its responsibilities in enhancing security on the Transit Mall.

We recognize that if we are going to attract more residential development in Old Town/Chinatown, then we must view crime as a 24 hour-a-day problem. One of the best ways to make our streets safe (in perception as well as in fact) is the introduction of more activity both at day and at night. Thus, we believe that the ultimate solution to the crime problem lies in our carrying out our plan to introduce a "critical mass" of uses and activities in the neighborhood.

Section III: Street Environment and Public Improvements

Street Environment

A positive street environment is one of the keys to the ongoing revitalization of Old Town/Chinatown. If our streets are clean, and storefronts are well-kept and freshly painted, then this conveys a healthy, inviting atmosphere. People feel safe walking our streets, patronizing our businesses, and living in the new and rehabilitated housing which we hope to see in our community. If we *fail* to maintain clean streets and well-kept shops and buildings, this will tend to stigmatize Old Town/Chinatown as an unsafe place to live, work, and shop.

It is therefore essential that we pay regular attention to the question of the street environment.

One of the places where this effort begins is in the matter of public restrooms. The current lack of such facilities is a major challenge to the quality of our streets. The homeless are forced to use storefronts, open spaces, or other public places. Residents of some of the missions or other shelters have no sanitary place to relieve themselves during the day, when the shelters (and their restroom facilities) are closed. Even tourists and visitors are hard pressed to find restroom facilities. When public restrooms are made available, these are untended, and are therefore prone to use by drug-addicts, who flush drug paraphernalia down the toilets, causing considerable maintenance expense.

We believe that it is a high priority that the City undertake a program of providing several public restrooms, interspersed throughout the district. The Portland Old Town Arts and Cultural Foundation (POTACF) proposes to perform an in-depth research and planning exercise, to determine the proper design and operation of public restrooms. This study will include an examination of what other cities have done, and consideration of security issues and funding options. It will entail consultation with such groups as the Police Bureau, PDC, and neighborhood and business representatives. We support POTACF's efforts..

There are of course other efforts which we need to undertake to encourage a positive street environment. We believe that building and business owners ought to take direct responsibility for the condition of the sidewalk adjoining their building or shop. This might entail a regular inspection, to clean up trash or even occasionally hose the sidewalk down. This is not only good for the community, but it is also good for business; who wants to patronize a shop which is marred by trash or graffiti?

We also encourage the City to assist in the placement of additional trash receptacles, especially in areas (such as the corner of 2nd & Burnside) which tend to accumulate trash.

Another thing that businesses and building owners can do to upgrade the exterior of buildings is to take advantage of the Portland Development Commission's North Downtown facade rehabilitation and Old Town building lighting grant programs. Under either of these programs, PDC will fund half of the costs of such expenses as facade restoration, signs and awnings, repair and maintenance, and new lighting. Interested parties should contact PDC staff at 823-3358. These programs have been

effective in the upgrading of literally dozens of storefronts and buildings throughout the Old Town/Chinatown neighborhood.

Last, but by no means least, we anticipate that the Old Town/Chinatown Plan will identify improvements to the public right-of-way which will significantly enhance the street environment. These improvements might be large scale (along the lines of such past efforts as the cobblestone pavement along 1st Avenue, or the brick sidewalks as part of the Transit Mall, or the re-introduction of twin ornamental lights). Or they might be such simple projects as curb extensions, or the addition of the occasional bench or drinking fountain. However great or small, we believe that this kind of public investment is essential in stabilizing the neighborhood, and in spurring additional private investment through the implied public commitment to the improvement of a place.

Public Improvements

There is a fairly well established tradition in Portland, to use strategic public investments as a means of leveraging substantial private investment in an area. Over the decades, the City of Portland has invested approximately \$100 million in the downtown area (in the form of public infrastructure, open spaces, land acquisition, etc.), which in turn has generated approximately \$2 billion in private investment.

Recognizing that private investment will be the key to the successful future of Old Town/Chinatown, we propose that the Development Plan identify a series of public "leveraging" investments. Some of these investments will be minor in scope, to include such items as:

- public restrooms
- traditional ornamental street lights
- street trees
- street furniture - trash receptacles, benches, drinking fountains, etc.
- restoration of historic street items, such as brass horse rings, historic district markers, etc.

While these types of public improvements are fairly minor in scope and cost, they can have a significant effect on the quality of the street ambiance. Almost as important as *installing* these improvements is *maintaining* them. This is not just the responsibility of the City; it is also the responsibility of business and property owners in the district.

Beyond these modest street improvements, we envision more significant public investments in our district, as a means of attracting major new private investment. Specific public projects which our Development Plan might ultimately incorporate include the following:

- new parking structure(s). Such a structure could be developed to free up some of the extensive collection of existing surface parking lots located throughout the district. Possible locations include the north end of the district as well as the area near/south of Burnside.
- special pedestrian improvements at areas which are currently barriers to pedestrian movement. An example is 3rd & Burnside.
- district gateways.
- public improvements in Chinatown, possibly to include an informational kiosk, and also to include re-painting, maintenance, and repair of existing improvements.
- development of special open space opportunities, such as an Ankeny Plaza near 3rd Avenue.
- the RAT (Riverfront Access and Transportation) plan, which has been proposed as part of the River District Development Plan. The RAT program has identified opportunities for a major pedestrian crossing at the Steel Bridge, to connect the Old Town/Chinatown area with the Rose Quarter across the river. The RAT program also addresses river taxis.

- A community center, to include a reading room and other facilities, particularly benefitting lower income residents.

Finally, in addition to these direct public expenditures, we urge owners of private property within the district to take advantage of City programs, such as the following:

- the North Downtown facade rehabilitation grant program
- the Old Town building lighting grant program
- Housing Investment fund and other housing subsidy programs.

The first two programs listed above are administered by PDC as matching grants for a variety of improvements to facades within the district. Funds may be used for signs, awnings, storefront remodels, lighting, and other improvements. In addition, PDC administers a variety of programs to assist in the development of housing, especially mixed income housing developments for which at least a portion of the units are set aside for affordable housing.

Section IV: Nightlife/Marketing/Promotion

Old Town Nightlife District

Background: Portland's historic Old Town/Chinatown neighborhood is home to a wide variety of ethnic restaurants, nightclubs, galleries, specialty retailers, live comedy and pubs which cater to evening visitors. This collection of entertainment-type businesses has created a lively destination, known to locals and visitors as the Old Town Nightlife District. The District extends from SW Oak to NW Glisan, and from Naito Parkway to Broadway.

The Old Town Nightlife District Council represents evening/entertainment business owners which works to promote Old Town/Chinatown as a clean, safe, and festive evening destination. Working together with other community groups including social service providers, neighborhood residents, and the City, the Council envisions an eclectic evening destination where visitors can come to enjoy themselves in a safe and fun environment.

Promotion of the Nightlife District emphasizes the variety of ethnic foods (Chinese, Greek, Irish, Japanese, Mexican, Middle Eastern, Northwest, etc.) and live music (blues, jazz, dance, and rock) which can be found in the area virtually every evening.

Vision: The vision for the Old Town Nightlife District is a bright, clean, and pedestrian-friendly area which is visibly identified to visitors as Portland's premier entertainment/nightlife destination. Sidewalks, well-lit streets and entryways, accessible and adequate parking, colorful storefronts and facades are all components of the lively district. SW Ankeny Street features a plaza where visitors gather. The plaza area includes street amenities including benches and banners. As pedestrians and motorists arrive in the district, they see people walking along the streets enjoying themselves, and busy outdoor cafes and bistros which are open until late at night.

Public Safety: An important element in creating a safe and inviting Nightlife District is public safety. Partnerships with the City, the Police Bureau, social service providers in the area, the Association for Portland Progress, and businesses need to be cultivated. On-going communication should occur among these groups to ensure that the street environment is clean and safe. Continued efforts and commitment of resources by the Portland Police Bureau need to be dedicated to Old Town/Chinatown in order to improve public safety. Strategies should also be developed by neighborhood residents and businesses to keep the community clean and safe.

Section V: Development, Parking & Circulation

Planning/Implementation/Development Strategy

The Old Town/Chinatown Visions Committee endeavors to forge a plan for the revitalization of our community, which shall include a number of concrete steps to implement our vision for the future of this community. Following the model established in the River District and elsewhere, we propose that public and private funds be combined to retain a team which will be responsible for the preparation of the plan. That plan would identify opportunities for private investment, along with opportunities for public improvements which would leverage private investment.

As part of the Central City 2000 vision process, our community identified the following immediate term development opportunities which the Old Town/Chinatown Development Plan should incorporate:

- One or more new housing developments in Chinatown, containing at least 50-100 units. This project(s) may require gap financing to help support the mixed income aspect of the development.
- Preparation of an Old Town/Chinatown Development Plan, which is the process identified in this vision.
- Solicitation of a developer to construct a commercial office building containing approximately 200,000 square feet on the "Trailways" Block (bounded by NW 6th, Broadway, Glisan, and Hoyt), with a parking garage on the block to the north.
- Development of the Classical Chinese Garden, at NW Third and NW Glisan.

Beyond these basic components, the Development Plan ought to include consideration of the following additional components:

- Parking (including new off-street parking facilities for shoppers and for older buildings which currently lack parking; this could potentially free up the numerous surface parking lots which represent an enormous potential for future private development parcels).
- Redevelopment opportunities (including currently under-utilized parcels which lend themselves to new housing, commercial, and other appropriate development).
- Development of a seven-day public market in the New Market, Skidmore Fountain, Saturday Market area, integrating with the adjacent Waterfront Park.
- A special strategy for Chinatown, which is one of the core components of the broader neighborhood. Such a strategy should capitalize on the potential benefits of expanded trade and tourism from Asian/Pacific Rim countries. One possible idea that could serve to capture these benefits is some form of Chinatown Economic Development zone.
- Housing, including mixed income and affordable housing, is the subject of considerable interest. One particular idea that has been advanced is the notion of an elderly housing project in Chinatown.

- Marketing strategy (focusing on the Night Life and retail aspects of the neighborhood.)
- Street/public improvements (including street lights and other furniture, opportunities for special paving, street trees, etc.)
- Special public right-of-way projects (possibly to include Ankeny Street, the 3rd & Burnside intersection, a new "torii gate", a Greek gate, etc.)
- Public safety-related projects (including public restrooms)
- Coordination with planned projects (including the River District, South-North light rail project, etc.)

A special challenge, or opportunity, is the condition of Burnside Street and the buildings which line it. Many of the buildings along Burnside, and the nature of some of the uses housed in those buildings, do not present an inviting face to visitors coming from the heart of downtown. This problem is exacerbated by traffic levels on Burnside, and the width of the street (which makes for an unpleasant pedestrian experience). The Development Plan presents an excellent opportunity to address this challenge.

Another special opportunity concerns the rich legacy of historic buildings in the Old Town/Chinatown Community. Our neighborhood contains two historic districts which are officially listed on the National Register of Historic Places, as well as numerous individual historic landmarks. The Development Plan should not merely address new development opportunities; it should also recognize the enormous potential which our historic buildings offer. These buildings can be revitalized with new uses, including mixed use housing as well as commercial development. The successful rehabilitation of these structures will rely in part on the creation of tax benefits or other incentives related to seismic requirements.

As important as it is to prepare the Development Plan, it is equally if not more important that we develop a strategy to actually carry out the plan. This is all the more crucial in light of the passage of Measure 47. How will public improvements be paid for? What kind of partnerships can be forged with the private sector and/or with other government agencies (Federal, State, etc.)? What about soliciting a policy from government agencies targeting Old Town/Chinatown as a preferred location for their offices? What about City financial incentives, such as a partial or complete business license fee waiver?

Another critical element of our planning process concerns public participation. We recognize that this plan will not succeed unless it has support from the City Council. Council is most likely to support the plan, and to fund any proposed public improvements, if we have obtained support from the broad spectrum of the community. To this end, we recommend that the planning process entail extensive public participation, including consultation at various stages of the plan development with the major organizations within Old Town/Chinatown (including but not limited to OTCTNA, HOT, CCBA, etc.). We also plan on meeting our obligations to report back to the Vision/Economic Development Committee which spawned this Vision/Plan effort in 1996.

As already noted, we believe that it is absolutely essential that the plan focus on spurring private investment through appropriate public investment. A critical mass must be achieved, built on the healthy development of the various components which make up the neighborhood - Chinatown, the Nightlife District, the Skidmore Village area, etc. We believe that the case can be made that the Old Town/Chinatown neighborhood deserves the considerable resources that it will take to revitalize the area. Our neighborhood is in an important crossroads location, at the juncture of Downtown, the River District, and the Rose Garden district just across the River. The City cannot ignore this district if it seeks to encourage the economic and social vitality of the greater Central City. We look forward to strengthening our relations with the City and its various agencies (especially the Portland Development Commission) to make Old Town/Chinatown one of the brightest jewels in our City's crown.

Appendices

- A. The Relationship between Social Service and Business uses in downtown Portland
- B. Overview of Homeless System for Single Adults
- C. Short Term Housing and Mass Shelters, Title 33.285 of the City Zoning Code
- D. Mass Shelter Location Policy
- E. List of Public Meetings
- F. Old Town/Chinatown Maps (attached under separate cover)

The Relationship between Social Services and Business Uses in Downtown Portland

A. History of conflict

1. 1980's - Old Town - behavior and responses
 - a. Street drinking, public urination, sleeping in doorways
 - b. Some businesses respond with drip lines
 - c. Baloney Joe's tries to move to Old Town
2. Mayor Clark sides with business community in blocking Baloney Joe's
 - a. Develops twelve point plan to break the cycle of homelessness
 - (1) Recognizes the importance of economic development in addressing the problem of businesses and homelessness
 - (2) Orderly streets, standards of behavior
 - b. First articulation of Eastside/Westside balance idea
3. The service paradigm shifts away from Baloney Joe's-type facilities
 - a. The Chamber's Master Agreement - government, business, service provider partnership
 - b. Continuum of care, case management, dealing with the causes rather than warehousing people
4. "Clark-Shiels" agreement developed between Don Clark (HAP) and Roger Shiels (representing Old Town businesses)
 - a. Recognized the economic development agenda of the business community as having value
 - b. Recognized the right of area social services to exist in the neighborhood

B. Principles set forth in Clark-Shiels

1. Expressed a clear preference for permanent housing over shelter beds
2. Placed a cap on shelter beds and SRO units
3. Supported the preservation and rehabilitation of old SRO hotels
4. Supported services already in the area but expressed the desire not to add to that inventory without demonstration of compelling neighborhood need
5. Early articulation of geographic dispersal idea

C. Replacement of Clark-Shiels with Fair Housing Amendments to zoning code

1. Federal civil rights law called into question the legality of Clark-Shiels
2. FHA to the zoning code tried to incorporate some of the protections of Clark-Shiels while expanding the places where services could be sited
 - a. Services could be sited in neighborhood commercial districts more easily - geographic dispersal
 - b. 1300 foot restriction for siting shelters put in place - offers some protection for areas that have shelters in them already

D. Shelter reconfiguration and Clark-Shiels

1. Shelter reconfiguration expressed a preference for smaller shelters
2. Geographic dispersal - Eastside/Westside balance
3. Specific populations - men, women, CMI
 - a. Solve people's problems not warehousing
4. The Royal Palm
 - a. Royal Palm called for in reconfiguration plan
 - b. Site in violation of Fair Housing concentration protections
 - c. APP and Chamber support the Royal Palm if there is no net gain of shelter beds in the neighborhood
 - d. City agrees to move women's shelter beds from TPI to the Eastside in return for putting Royal Palm in Old Town in effect satisfying "no net gain" condition of APP/Chamber
 - e. Continues the principles of balance and dispersal

E. The balance is upset

1. Recovery Inn closes
2. The City sites the SHAC on the Westside
 - a. "Temporary solution" until permanent location for facility can be sited
 - b. Strong implication that will be outside NW Portland
3. Central City proposes the "new" York community
4. CAP proposes re-programming TPI into Portland's only publicly funded basic shelter
 - a. Action steps away from balance concept
 - b. Formalizes the concentration of shelter in Old Town, with church sponsored overflow shelters in Old Town, virtually all emergency shelter for single men in neighborhood
 - c. Apparent contradiction of city commitment that the SHAC would be in the neighborhood only 30 months
5. Ignores the economic basis for Clark-Shiels, Master Agreement, etc.

F. How economically healthy is Old Town anyway?

1. Little or no retail or office growth in the 1990's
2. Perception of the area is one of crime and social problems
3. Region 2040 goals, etc.
4. Little diversification of housing in neighborhood in the 1990's

G. The latest proposal

1. Two forty-five bed "assessment centers," one located on each side of the river
2. Westside "assessment center" to be located at TPI with additional capacity for winter overflow

3. Eastside to get the equivalent of 90 beds of permanent housing - in form of loan or grant fund to facilitate development of several mixed income residential projects
4. Analysis -
 - a. Addresses balance issue regarding assessment center beds
 - b. Satisfies housing advocates goal of providing permanent housing
 - c. Fails to address concentration of overflow in Old Town - solved if equal amount of overflow provided in CEID

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Overview of
Homeless System
for
Single Adults

Multnomah County /
City of Portland

January, 1997



MULTNOMAH COUNTY



CITY OF PORTLAND

HOMELESS SERVICES AND FUNDING

MULTNOMAH COUNTY / CITY OF PORTLAND

The funding for homeless services is a complicated patchwork using 27 resources which include federal, state, county and city dollars. Efficient and effective use of these funds requires a strong partnership between Multnomah County Division of Community Action and Development (DCAD) and the City of Portland Bureau of Housing and Community Development (BHCD). Whether the concern is adequate winter shelter for the growing number of homeless families with children, outreach to campers, adequate A&D free housing, or the development of a new shelter, the two jurisdictions are dependent on each other's competencies, resources and goodwill.

Homeless services are targeted to single men and women, youth, the mentally ill, women and children leaving domestic violence and homeless families. Shelter, (including additional space in winter months), case management, housing placement, transitional housing and other support services are part of the continuum of care available through combined resources.

Although the City of Portland has historically been responsible for funding the development of homeless facilities, in order to fulfill its role of providing "safety-net" services BHCD also contracts with the County and service providers to ensure the availability of emergency services to homeless people. The presence of large numbers of homeless singles in the central city area results in both business and public safety concerns, thus the City has a particular interest in continuing to improve these services.

CURRENT FUNDING FOR HOMELESS SERVICES

Of the approximately \$7,400,000 which Multnomah County targets for homeless services, about \$1,400,000 (18%) comes from City funds: the Community Development Block Grant, a federal Emergency Services Grant, and City General Funds. Table One provides more detail about the combined City and County dollars for homeless services: Of the total homeless funding, about \$2,000,000 (27%) is designated for services to single homeless men and women.

The uncertain impacts of federal cuts and Measure 47 make future cost predictions problematic, but it appears that the over-all system is stable with current resources and expenses staying about the same.

FUNDING FOR OPERATIONS ON EASTSIDE SHELTER

The additional shelter on the eastside of the Willamette will further implement the final piece of the Shelter Reconfiguration Plan, adopted by Council in December 1993. With this additional shelter, however, the homeless singles system will be short about \$500,000. In order to fund this component and not to decrease services in another area of homeless services, \$500,000 in new money needs to be added to the jointly managed pool. Discussions will continue between Commissioner Gretchen Miller Kafoury, the Bureau of Housing and Community Development, and Multnomah County regarding funding strategies and responsibilities.

SHELTER & SERVICES FOR HOMELESS SINGLE ADULTS MULTNOMAH COUNTY/CITY OF PORTLAND

IMPLEMENTATION OF SHELTER RECONFIGURATION

Since the City and County adopted *The Shelter Reconfiguration Plan* (December, 1993), housing and services for homeless single adults have been in a state of transition. Two new facilities are under construction: Jean's Place for women and the Royal Palm for persons with a serious mental illness. The temporary shelter, known as the "SHAC" (The Singles Homeless Assessment Center) in the River District, has provided a model which is focused on moving people quickly from shelter to permanent or more appropriate housing.

The final pieces of the plan remaining to be implemented are permanent shelters for men on the eastside and westside, additional short-term transitional housing, and appropriate services. The homeless facilities will be integrated into a system of housing and services which is designed to move single adults from homelessness to living more self-sufficiently in permanent housing.

ADMISSION TO THE WESTSIDE AND EASTSIDE SHELTERS

The intake staff for the facilities is expected to be located in one central location downtown.

Multnomah County will be responsible for centralized intake and assessment functions for the two shelters for men (as well as Jean's Place for women). To be admitted to one of these facilities, an individual must undergo an initial assessment, identifying his housing and income goals. Intake staff will assign the individual the facility deemed most appropriate for that person.

Individual facilities will not admit persons without the approval of the Intake/Assessment unit. Waiting lists for facilities will be the responsibility of the Intake/Assessment unit--not the individual shelters.

THE WESTSIDE AND EASTSIDE SHELTERS FOR HOMELESS MEN WILL:

- require all residents to work on resolving their homelessness
- assist residents in establishing a plan to
 - obtain income
 - obtain permanent housing
- limit stays of individuals (length will be based on individual's progress on his plan)
- provide shelter during the day (for residents and those on waiting list only)
- provide meals and/or snacks
- require residents to perform chores to help maintain facility's interior and exterior
- have other rules, such as these at the two existing shelters:
 - no use or possession of alcohol and/or other drugs on-site
 - no violence or weapons
 - specified times for check in and lights out
 - rules about cleanliness, health, and respect for other residents and staff

EFFECT ON HOMELESS CAMPERS

None of the proposed or existing homeless facilities will be able to eradicate homeless camping. However, every attempt will be made to design a program that will accommodate the needs of some campers in order to assist them to transition out of homelessness.

SHELTER OPERATOR(S)

Multnomah County Community and Family Services Division will issue a Request For Proposals the Fall of 1997 to select a qualified provider (or providers) for the two shelters.

NEIGHBORHOOD IMPACTS

Currently at the temporary shelter (SHAC), neighborhood impacts are addressed through rules as well as a community advisory board and a Good Neighbor Plan. For example, queuing is eliminated by the shelter being open for 24 hours. Shelter staff and residents control littering by monitoring the area around the facility. Disruptive behavior is addressed through an exclusion policy and a Trespass Agreement with City of Portland police.

GOOD NEIGHBOR PLAN

Shelter staff and residents are expected to be good neighbors, and public funders will hold the operator accountable to maintain any agreement made with the community.

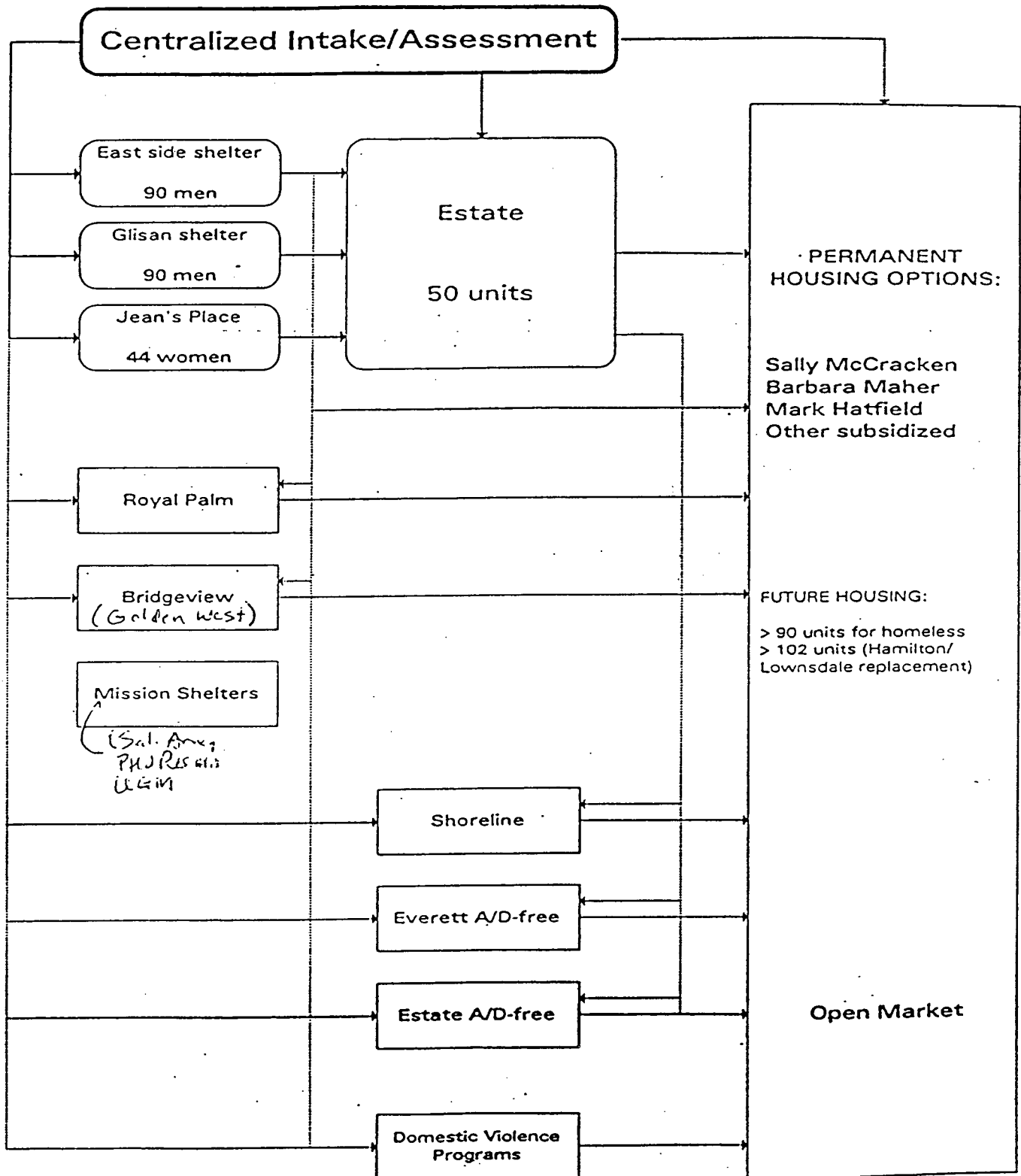
LINKAGE OF SHELTERS TO OTHER HOUSING AND HOUSING PROGRAMS

If shelters are to play an effective role in moving persons to greater self-sufficiency and permanent housing, other housing and services must be available. Two kinds of housing are integral to moving people out of shelters: transitional and permanent.

- *Transitional* Some individuals are not able to move straight from shelter to permanent housing and are better served by participation in a transitional program.
 - *Existing* Several transitional housing programs--alcohol and drug-free, employment focused, specialized for persons with a mental illness--currently exist. Shelter residents will be encouraged and assisted in accessing the program best suited to their needs.
 - *New* An additional 50 units will be available at the Estate Hotel as short-term housing for persons whose assessment indicates their ability to live independently, yet who may not be able to access permanent rental housing. An example of who would benefit from this kind of housing are those who need to build a good tenant record before a landlord will rent to them.
- *Permanent* Unless there is sufficient housing affordable to persons with low-paying jobs or limited benefits, this community will never have enough shelter for those in need. Two proposed projects are vital to our strategy to resolve homelessness for individual adults:
 - 102 replacement units for the demolished Hamilton/Lownsdale Hotels
 - 90 units of permanent housing for homeless individuals.

The attachment on the next page illustrates how the two shelters for men and the 50 additional units of short-term transitional housing at the Estate fit within the system of housing and services for homeless individuals, as well as the end goal: permanent housing.

Homeless System for Single Adults



NOTE: Solid lines indicate facilities that are "under control" of centralized intake/assessment unit. Dotted lines indicate referral to housing and housing programs operated by non-profits, HAP, or private market.

01/03/97

TABLE ONE

City/County Homeless Services Dollars: FY96/97

AGENCY	TOTAL dollars spent by County (27 funding sources)	City dollars via County (ESG/CDBG, GF)	% CITY of DCAD total	CITY DIRECT (not thru Co.)	Other City's (eg. PILOT) not discretionary
TPI	\$ 580,896 DCAD	\$ 408,593	70%	none	\$37,611 VAHON
CCC A&D	\$ 166,572 DCAD	\$ 166,572	100%	none	none
SHAC	\$ 665,714 DCAD (incl. assesment, all indirect costs)	\$150,000	23%	none	none
OI and JANUS youth	\$ 313,528 DCAD \$ 399,271 YPO	\$173,223	24%	none	\$54,505 VAHON
MHSW/ CCC	\$ 126,710 DCAD \$ 513,005 MED	\$ 82,653	13%	none	\$ 126,710 VAHON
WINTER	\$ 213,375 DCAD	\$150,000	70%	none	none
DV	\$ 461,300 DCAD \$ 62,638 CFS	\$34,000	6%	\$401,845	\$105,315 BYRNE
omm. Srv Centr	\$3,118,246 DCAD	\$138,641	4%	none	none
VCHER/ RT. AST.	\$600,000 DCAD	\$55,242	9%	none	\$204,517 PILOT
Other County-funded programs	\$179,655	---	---	---	---
TOTAL	\$7,400,918	\$1,358,924	18%	\$401,845	\$528,658

CHAPTER 33.285
SHORT TERM HOUSING AND MASS SHELTERS
(Added by Ord. No. 167189, effective 1/14/94.)

Sections:

- 33.285.010 Purpose
- 33.285.020 Description
- 33.285.030 Where These Regulations Apply
- 33.285.040 Use Regulations
- 33.285.050 Standards

33.285.010 Purpose

This chapter provides regulations for Community Service uses that provide short term housing or mass shelter. These regulations recognize that it is in the public interest to provide short term housing and shelter to people who would otherwise not receive it, and to ensure that standards of public health and safety are maintained. The regulations are intended to reduce conflicts between these and other uses. These regulations recognize that short term housing and mass shelters have differing impacts, and encourages providers to locate in existing structures and work with neighbors. These regulations also focus on the land use impacts of these uses.

33.285.020 Description

Short term housing and mass shelters are defined in Chapter 33.910, Definitions. Both are Community Service uses, and are managed by public or non-profit agencies. They may be in a variety of structures, from conventional houses to large institutional buildings.

In zones where Retail Sales and Services uses are allowed, limited, or conditional uses, the applicant may choose to classify a short term housing facility as a hotel, which is included in the Retail Sales and Services category.

33.285.030 Where These Regulations Apply

The regulations of Sections 33.285.040 through 33.285.050 apply to short term housing and mass shelters in all zones.

33.285.040 Use Regulations

A. Short term housing.

1. R zones. Short term housing in R zones is subject to the following regulations:
 - a. Existing structures. Short term housing provided in an existing structure in a residential zone is a conditional use, reviewed through a Type II procedure. Approval criteria are in Section 33.815.107, Short Term Housing in R Zones. An existing structure is one that is at least 5 years old and has not had any increase in floor area in 5 years.
 - b. New or expanded structures. Short term housing provided in a structure that has been built or added floor area within the past 5 years is a conditional use, reviewed through a Type III procedure. Approval criteria are in Section 33.815.105, Institutional and Other Uses in R Zones.

- c. Expansion or increase of existing facility. Expansion of floor area or increase in the number of residents in an existing short term housing facility is processed according to Section 33.815.040, Review Procedures for Conditional Uses. Approval criteria are in Section 33.815.105, Institutional and Other Uses in R Zones.
2. C and E zones. Short term housing is allowed in C and E zones if it meets the standards in Section 33.285.050. Expansion of floor area or increase in the number of residents in an existing short term housing facility is allowed if it meets the standards in Section 33.285.050.
3. OS and I zones. Short term housing is prohibited in OS and I zones.
4. Exemption. Short term housing that exclusively serves victims of sexual or domestic violence is allowed by right in R, C, and E zones if it meets the size limitations for Group Living uses.

B. Mass shelters.

1. RF through R1 and IR zones. Mass shelters in RF through R1 and IR zones are a conditional use, reviewed through a Type III procedure. Approval criteria are in Section 33.815.105, Institutional and Other Uses in R Zones.

Expansion of floor area or increase in the number of residents in an existing mass shelter is processed according to Section 33.815.040, Review Procedures for Conditional Uses. Approval criteria are in Section 33.815.105, Institutional and Other Uses in R Zones.
2. RH and RX zones. Applicants for a new mass shelter or expansion of floor area or increase in the number of residents in an existing mass shelter in RH and RX zones may choose to be an allowed use or a conditional use, as stated below.
 - a. Allowed use. Mass shelters that meet the standards of Section 33.285.050 are allowed uses.
 - b. Conditional use. Mass shelters may be processed as a conditional use, reviewed through a Type III procedure. Approval criteria are in Section 33.815.105, Institutional and Other Uses in R Zones. The standards of Section 33.285.050 do not apply to mass shelters reviewed as conditional uses.
3. C and EX zones. Applicants for a new mass shelter or expansion of floor area or increase in the number of residents in an existing mass shelter in C and EX zones may choose to be an allowed use or a conditional use, as stated below.
 - a. Allowed use. Mass shelters that meet the standards of Section 33.285.050 are allowed uses.
 - b. Conditional use. Mass shelters may be processed as a conditional use, reviewed through a Type III procedure. Approval criteria are in Section 33.815.140, Specified Group Living Uses in the C and EX Zones. The standards of Section 33.285.050 do not apply to mass shelters reviewed as conditional uses.

4. OS, EG, and I zones. Mass shelters in OS, EG, and I zones are prohibited.
5. Exemption. A mass shelter that exclusively serves victims of sexual or domestic violence is allowed by right in R, C, and E zones if it meets the size limitations for Group Living uses.

33.285.050 Standards

Adjustments to the standards of this section are processed as stated in Chapter 33.805, Adjustments.

A. Short term housing.

1. Existing structures and additions to existing structures. Short term housing provided in an existing structure is subject to the development standards for residential development in the base zone, overlay zone, or plan district, unless superceded by standards in this subsection. Sites that do not meet the development standards at the time of application are subject to the regulations of Section 33.258.070, Nonconforming Development.
2. New structures. Short term housing provided in a new structure is subject to the development standards for residential development in the base zone, overlay zone, or plan district, unless superceded by standards in this subsection.
3. Signs. Signs must meet the regulations for houses.
4. Density. The density standards for Group Living in Section 33.239.030.A must be met.
5. Hours of operation. The facility must be open 24 hours a day.
6. Reservation/referral. Lodging must be provided on a reservation or referral basis so that clients will not be required or allowed to queue for services.
7. Parking. The parking space requirements for Group Living apply to short term housing. If one or two spaces are provided, the development standards of 33.266.120 must be met. If 3 or more spaces are provided, the development standards of 33.266.130 must be met.

B. Mass shelters.

1. Certification. The shelter must be certified by Multnomah County Housing and Community Services Division as meeting operational standards established by the City of Portland and Multnomah County for mass shelter programs. Certification must be obtained before an application is submitted. Adjustments to this standard are prohibited.

Once a shelter is certified, it must be recertified annually. If a shelter is not recertified or loses its certification, it must apply for review through the conditional use process as a new shelter.

2. Maximum occupancy. Mass shelters may have up to one shelter bed per 35 square feet of floor area. Adjustments to this standard are prohibited.
3. Density. Table 285-1 sets out the maximum number of shelter beds allowed within a facility and within 1300 feet of the facility. If the site has split zoning, the smaller number applies. Adjustments to this standard are prohibited.

Table 285-1 Maximum Number of Shelter Beds for Mass Shelters	
Zone of Site	Maximum Number of Shelter Beds
EX, CX, and CG	100
CS, CM, and CO2	25
CN1, CN2, and CO1	15
RX and RH	25

4. Outdoor activities. All functions associated with the shelter, except for children's play areas, outdoor recreation areas, parking, and outdoor waiting must take place within the building proposed to house the shelter. Outdoor waiting for clients, if any, may not be in the public right-of-way, must be physically separated from the public right-of-way, and must be large enough to accommodate the expected number of clients.
5. Hours of operation. To limit outdoor waiting, the facility must be open for at least 8 hours every day between 7:00 AM and 7:00 PM.
6. Supervision. On-site supervision must be provided at all times.
7. Toilets. At least one toilet must be provided for every 15 shelter beds.
8. Development standards. The development standards for residential development in the base zone, overlay zone, or plan district apply to mass shelters, unless superceded by standards in this subsection.
9. Parking. The parking space requirements for Community Service uses apply to mass shelters.
10. Signs. Signs must meet the regulations for houses.

LOCATION POLICY

CONTEXT

In June 1993, in response to the Fair Housing Amendments Act of 1988, Commissioner Gretchen Kafoury appointed a citizen Task Force on Strategies for Fair Housing. The Task Force was asked to review the city's zoning code and to recommend changes which would ensure compliance with Act. The Task Force emphasized an approach which would allow housing for low-income people to be sited throughout the community while balancing the needs of all involved.

City Council adopted Task Force recommendations in December, 1993, which included changes to the zoning code, certification standards for mass shelters for the homeless, and a location policy addressing geographic concentrations of poverty in Portland. These three recommendations act together to ensure that while changes to the zoning code have created a more streamlined process, in some cases making it easier to site special needs housing, areas of community concern are also considered.

LOCATION POLICY GOALS

The goals of the location policy are to:

- Maximize housing choice, especially for low-income people who have traditionally been limited in the location of housing that they could afford;
- Discourage the concentration of low- or no- income households in any one area of the city;
- Encourage the creation of additional housing resources for low-income households integrated throughout the community.

LOCATION POLICY

The city will meet the goals of this policy by restricting city-controlled funding for low-income housing in "impact areas" (areas determined to have high concentrations of poverty). For the purpose of this policy, "city-controlled funding" includes HOME, CDBG and HOPWA funds and low interest loan programs.

"Impact areas" are census tract block groups which meet the following criteria (see attached map):

- More than 50% of the households in the block group earn less than 50% of median income; or
- Twenty percent or more of the housing units are public and assisted.

WHEN DOES THE LOCATION POLICY APPLY?

The location policy applies if:

- the proposed housing or shelter is in an "impact area;" and
- the project requires city-controlled funding; and
- more than 50% of the units of the proposed housing or housing program (i.e. the Homestead program), or more than 50% of the proposed shelter residents, are expected to be below 50% of median income.

The location policy does not apply if the proposed housing or shelter will not increase the concentration of poverty. Examples:

- Rehab projects in which the current occupants remain or have the right to remain;
- Home repair loans or assistance for existing homeowners.

The location policy does not apply to proposed housing which exclusively serves victims of sexual or domestic violence because confidentiality can be essential for this type of housing. However, the Bureau of Housing and Community Development does encourage voluntary compliance with the location policy.

Finally, the location policy does not apply to projects for which application for funding was made before July 1, 1994.

EXCEPTION CRITERIA

If the location policy applies, city-controlled funding will only be recommended if BHCD determines that the housing meets two out of five exception criteria. These criteria recognize that while it is generally in a community's best interest to discourage further concentrations of poverty in fragile areas, there are also times when the benefits of low-income housing may outweigh the costs.

These five criteria are:

1. The project or proposed project will rehabilitate existing substandard housing to standard condition. Substandard housing means that there are violations of the city building codes.
2. The project or proposed project will provide housing to meet local community need. Neighborhood need can be documented through the use of demographic data as well as with information on the targeted market for the housing. For example, if referrals are coming from a local social service agency already serving area residents then the housing may be seen as meeting community need.

Individual letters of support are not adequate documentation of local community need.

3. The project or proposed project will provide housing that meets the objectives of an adopted neighborhood plan or neighborhood revitalization strategy. For example, the Albina Plan is recognized by local neighborhood associations as well as City Council.
4. The project or proposed project has the support of all neighborhood and business associations (recognized by the City of Portland Office of Neighborhood Associations) within 400 feet of the site.
5. The project or proposed project furthers the goals of the shelter reconfiguration plan as the goals relate to the reconfiguration of shelters in the downtown area for homeless singles. See attached table from Strategy for Homeless Single Adults, 11/29/93, page 11.

WHO WILL ADMINISTER THE LOCATION POLICY?

The Bureau of Housing and Community Development will administer the location policy. The Bureau will also monitor the policy to determine if it is meeting the stated goals. This includes tracking the location of new publicly funded housing or shelters to modify designated impact areas if necessary. A more extensive evaluation of the project will occur three years after its adoption. This evaluation will include an analysis of whether there are "disparate impact" concerns for consumers of special needs housing and whether or not the policy meets the stated goals.

DISPLACEMENT

The Portland Planning Commission raised concerns about the potential for displacement of low-income residents as the result of the location policy and zoning code amendments. The city discourages the displacement of one low-income population by another and BHCD will monitor displacement and include this issue in the extensive evaluation.

HOW WILL THE LOCATION POLICY BE IMPLEMENTED?

If the proposed housing will be located in an "impact area", a majority of the units are targeted for residents below 50% of median income, and the area's concentration of poverty may be increased, the developer should contact the siting coordinator at the Bureau of Housing and Community Development (Rachael Silverman, 823-2378). The siting coordinator will confirm whether or not the location policy applies and will issue a memo to that effect within 5 (five) working days.

If the location policy applies and the developer wishes to qualify for city funding, the siting coordinator and the developer will meet to determine whether the project might meet two of the five exception criteria. It will be up to the developer to compile the necessary documentation, although the siting coordinator will be available as a resource.

Once all the necessary documentation regarding the exception criteria has been submitted to the siting coordinator, the siting coordinator will determine whether or not the exception criteria have

or have not been met. The siting coordinator will issue a memo to the developer within 10 working days after receiving all the needed information.

APPEAL PROCESS

Any person who is dissatisfied with a decision relating to qualification under the location policy may file a written request for an administrative review with the Bureau of Housing and Community Development. The appeal must be received within 10 (ten) working days after the decision. The Director of the Bureau of Housing and Community Development will conduct the administrative review, make a decision within 10 (ten) working days, and will notify the parties involved in writing. This decision will be based on information pertaining to the location policy which has already been submitted by the applicant to the Bureau of Housing and Community Development. If the applicant has new information to submit they can reapply for qualification.

SITE CONTROL

On occasion, small amounts of city funding are needed for site control and pre-development. Costs linked to obtaining site control are exempt from the location policy.

Developers who believe that the location policy might apply to a potential project are strongly encouraged to contact the siting coordinator before obtaining site control. If the location policy applies to the housing or shelter and the exception criteria are not met, then no additional city funding would be available for that project.

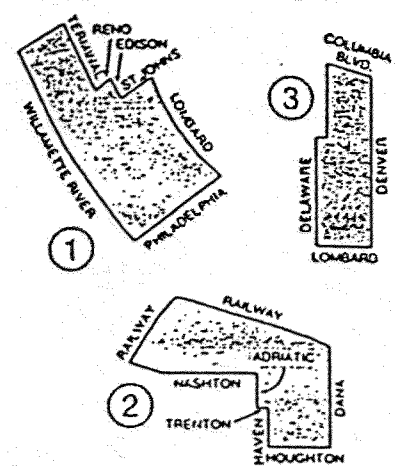
If the location policy applies, the siting coordinator will begin a file on the project once the developer obtains site control and applies for city funding. All information in the file will be public information.

QUESTIONS

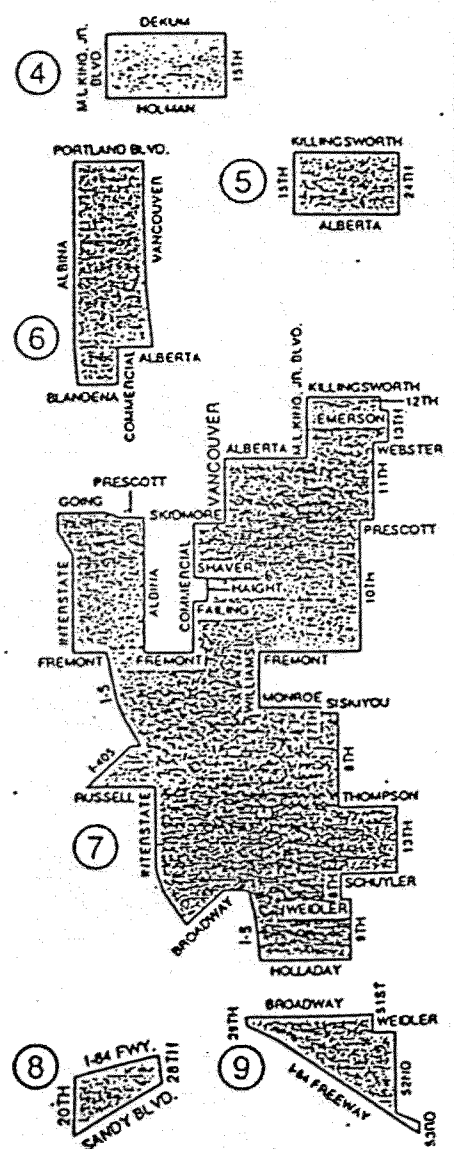
If you have any questions, please contact the Siting Coordinator, Rachael Silverman, at 823-2378.



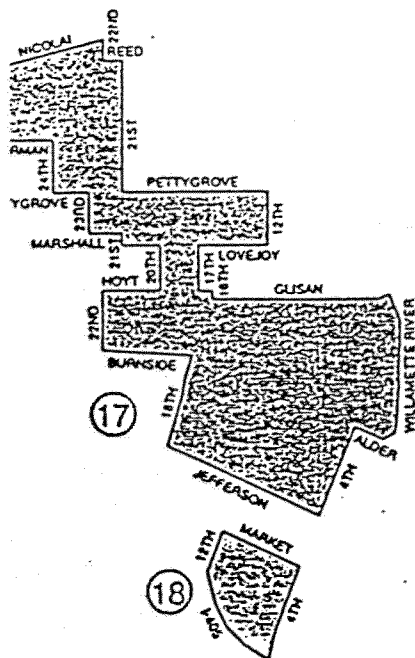
NORTH PORTLAND



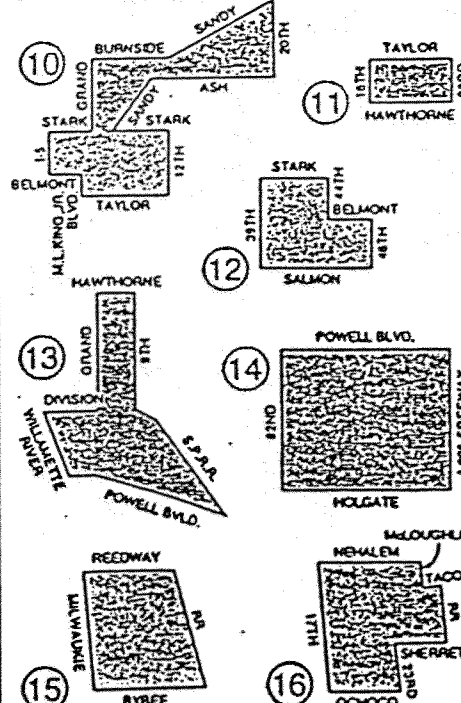
NORTHEAST PORTLAND



DOWNTOWN NORTHWEST



SOUTHEAST PORTLAND



Impact areas are census tract block groups where 20% more of all the housing units in these block groups are publicly assisted, or more than 50% of all the households in these block groups earn less than 50% median income, or both.

IMPACT AREAS

For further information: Bureau of Housing & Community Development at 823-2575

List of Public Meetings

The following is a list of public meetings where the Old Town Vision Plan was presented and discussed:

- A. CCBA, May 18th, 1:30 pm.
- B. Old Town/Chinatown "Visions Committee", May 29th, 4:00 p.m.
- C. Old Town/Chinatown ad hoc Social Services Focus Group, June 5th, 3:00 p.m.
- D. Old Town/Chinatown Neighborhood Association, June 6th, 3:00 p.m.
- E. Pearl District Neighborhood Association, June 17th, 6:00 p.m.
- F. Historic Old Town Business Association (including members of the Old Town Night Life Committee, the Old Town Chinatown Community Policing Task Force, and the Portland Arts & Cultural Foundation), June 18th, 3:00 p.m.
- G. Ad hoc residents group, July 1st, 4:30 p.m.
- H. Final Community Meeting, July 23rd, 4:00 p.m.

OLD TOWN / CHINATOWN DEVELOPMENT PLAN



ADOPTED BY CITY COUNCIL DECEMBER 1999

OLD TOWN/CHINATOWN DEVELOPMENT PLAN

STEERING COMMITTEE

Phil Kalberer, Chair
Kalberer Company
Chair, Vision Committee

Anna Abraham
Everett Station Lofts
Historic Old Town Association

Bruce Allen
Margaret Bax
Portland Development Commission

John Beardsley
Old Town/Chinatown Property Owner

Doreen Binder
Transition Projects, Inc.

Kristin Calhoun
Regional Arts & Cultural Council

Rich Cassidy
Bureau of Traffic Management

Ed Chan
Chinese Consolidated Benevolent Association

Vicky Diede
Bureau of Transportation Engineering

Sue Donaldson
Bureau of Parks & Recreation

Richard Harris
Central City Concern

Emily House
Port of Portland

Beth Irwin
Association for Portland Progress

Gregg Kantor
N.W. Natural

Mona Knapp
Bridgeview Community

Denis Lachman
Bureau of Planning

Louis K.C. Lee
Old Town/Chinatown Property Owner
Old Town/Chinatown Neighborhood Association

Dan Lenzen
Concept Entertainment Corp.
Old Town Arts & Entertainment Committee

Karen Moore
SERA Architects
Old Town/Chinatown Neighborhood Association

Genny Nelson
Sisters of the Road Cafe
Old Town/Chinatown Neighborhood Association

Nancy Sanders
Resident
Old Town/Chinatown Neighborhood Association

John Tess
Heritage Investment Corp.
Historic Old Town Business Association

PROJECT COMMITTEE

Rick Gustafson
Shiels Obletz Johnsen

Thomas Hacker
Will Dann
Brandon Sanchez
Thomas Hacker & Associates

Carla White
John Southgate
David Frank
Sarah Heinicke
Portland Development Commission

Eric Hovee
ED Hovee & Company

J. Hahn Lee
J. Hahn Lee & Associates

Suenn Ho
Suenn Ho Design

Paul Morris
Kia Buford
McKeever/Morris

OLD TOWN/CHINATOWN DEVELOPMENT PLAN

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INTRODUCTION

Old Town/Chinatown is Portland's oldest neighborhood, and one of its most diverse. This is a community that is rich in resources – its people, its buildings, its important location in the heart of the Central City. It is a community with its share of challenges, but it is also a community undergoing dramatic change, with promising new public and private investments. The Old Town/Chinatown Development Plan seeks to build on these special resources, characteristics and challenges.

This neighborhood has witnessed a history of community revitalization efforts, each of which has achieved important results. These include the creation of the Skidmore/Old Town Historic District in 1975, coupled with the subsequent adoption of a development plan for the historic district in 1976. A Chinatown Development Plan was adopted in 1984, and Chinatown was listed on the National Register of Historic Places in 1988. These planning efforts were tied to major public/community investments, such as:

- *Rehabilitation of the North Waterfront Park and the Japanese Memorial Garden.*
- *Extension of the Transit Mall north of Burnside.*
- *Acquisition and rehabilitation of Union Station.*
- *Saturday Market.*
- *Restoration of numerous historic structures.*
- *Construction of the Chinatown Gate.*

In December 1997, City Council adopted a Vision Plan for Old Town/Chinatown. This Vision Plan represented a major step forward for the neighborhood. It brought together representatives from the diverse elements of Old Town/Chinatown – the business community, the Chinese businesses, residents, the social services and the Old Town/Chinatown Neighborhood Association. The Vision Plan is a collaborative document which sets forth a series of agreements about how the neighborhood could move forward. The Vision Plan places major emphasis on the need for strong communication among the diverse members of the community, for balance, and for a commitment to the principles of the Good Neighbor Agreement.

Historic Old Town/Chinatown's Development Plan is designed to complement the spirit and implement the economic development objectives of the Vision Plan. This unique public and private partnership is built on a firm commitment to honor and preserve the historic and cultural character of the neighborhood. The foundation of the revitalization process is a progressive partnership to ensure the community maintains a social and economic balance, providing mixed income housing as well as a healthy climate for the business community.

Old Town possesses a unique multi-cultural identity, including a rich heritage of Chinese, Japanese and Greek communities. Portland's Saturday Market, a vibrant arts community and the Nightlife District combine to make it a dynamic hub of creative activity. These diverse aspects of Old Town/Chinatown will serve as a magnet for cultural tourism. Throughout the revitalization process, those who live and work in this historic area will join with the City to ensure protection of the historic and cultural assets that make up the identity of the neighborhood.

The Vision Plan has already resulted in significant and positive change. More than 200 new housing units have been constructed, serving a broad mix of incomes. The new Port of Portland headquarters has been completed, and the Classical Chinese Garden is underway. These projects represent a greater financial investment in Old Town/Chinatown than the prior 50 years combined.

The Old Town/Chinatown Development Plan, identified as an immediate need in the Vision Plan, utilizes the goals and components of the Vision Plan to prepare a strategy for immediate, short-term and long-term public and private investments. The underlying premise for the strategy is to use public investment to foster private investment in Old Town/Chinatown, while maintaining the unique character of the neighborhood.

The Development Plan is intended to serve as a broad blueprint, and not as a block-by-block prescription. The Plan is intended to evolve when new opportunities arise. It is important that the Old Town/Chinatown Vision Committee process continue through

the implementation of the Plan, to respond to new opportunities and to assure that the community's fundamental vision is sustained.

The Development Plan has been conducted in three phases. Phase 1 included background and analysis with data collected on the district and identification of a complete set of issues. Appendix A sets forth the comprehensive set of issues assembled during Phase 1. Phase 2 involved preparation of detailed physical planning analysis for three specific areas in the district. The three areas were the Third/Fourth Avenue Corridor from Burnside to Hoyt; the Trailways Blocks; and Burnside Street. Public workshops were conducted during each of the first two phases. The Phase 2 conclusions are included in this report as Appendix B. Phase 3 contains the development recommendations for implementation.

The Old Town/Chinatown district is a complex and diverse community with small parcels, underutilized buildings and many long time owners who do not have interest in current new investments. The Vision Plan has created an atmosphere of support and cooperation within and among the community business interests, social services, the Chinese community, and residents. The Plan is intended to respect the importance of all members of the district while striving to renovate and upgrade the use of property.

■ PROJECT GOALS

The first step in the development plan effort was to articulate a positive vision for the district. The goal of the Old Town/Chinatown Development Plan is:

To develop Old Town/Chinatown into a vibrant, 24 hour, mixed-use, urban neighborhood, rooted in a rich historical past.

Vibrant means that an active and safe street life should be established and economic and cultural diversity should be encouraged. An active street life may be accomplished with a diversity of shops and other businesses related directly to the street. Street and sidewalk treatments should reinforce the historic, arts and

cultural character of the neighborhood. And, street modifications should be made to enhance the pedestrian experience and slow traffic to reduce pedestrian/vehicular conflict.

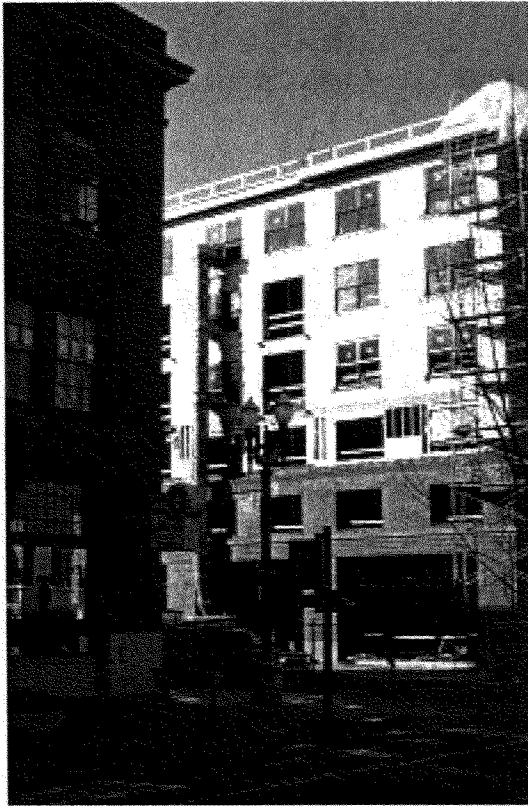


3rd Avenue at Burnside Street

Economic diversity is encouraged by preserving the existing lower-income housing and social services providers and adding new housing of all income levels. Cultural diversity is encouraged by preserving the existing ethnic diversity and targeting new housing and businesses to re-establish a significant Asian presence in Chinatown. Street safety is emphasized by increasing the vested residential population in the neighborhood, through increased home ownership, and by community policing.

The 24-hour, mixed-use character of the district can be encouraged with ground floor retail businesses, housing, and nightlife related businesses in combination with upper story offices and other commercial space. Regional attractions, (such as the Chinese Classical Garden and Saturday Market) and hotels should bring in people from outside the district and increase the vitality during the evenings and weekends.

The historic character of the neighborhood will be maintained through retaining and rehabilitating existing historic structures, insuring that new development is compatible with those historic structures, and reinforcing the identity of Old Town/Chinatown with improvements which relate to the cultural history.



Fifth Avenue Court Apartments under construction

■ NEW DEVELOPMENTS

As noted, the Old Town/Chinatown Vision Plan has been very successful. The Plan called for 50-100 units of housing, preparation of a Development Plan, solicitation of commercial office development at the Trailways Blocks and development of the Classical Chinese Garden. All objectives have been met except the Trailways Blocks (and the Port of Portland office essentially achieves this objective). The following projects have been completed or started since the Vision Plan was adopted:

CLASSICAL CHINESE GARDEN: Groundbreaking was conducted in June 1999 with a projected opening date of spring 2000. Substantial funds have been secured to assure the development of the Garden.

FIFTH AVENUE COURT APARTMENTS: Ninety-six units of housing, 170 parking spaces, and first floor retail were completed in July 1999. Forty-eight units of housing are affordable (60% of median income) and 48 units are market rate. The project is located at NW Fifth and Davis.

PORT OF PORTLAND OFFICES: The Port of Portland recently completed a 100,000 square foot headquarters office building at NW Second and Everett. An estimated 300 employees occupy the building.



Port of Portland Offices in the background

FIFTH AVENUE PLACE APARTMENTS: Seventy new affordable rental units and first floor retail were completed and opened in February 1999. The project is located at NW Fifth and Everett.

MACDONALD CENTER: A 54-unit, low-income senior assisted living center at NW Sixth and Couch, was completed in September 1999.

■ DEVELOPMENT OPPORTUNITIES/CHALLENGES

A complete list of issues and challenges for the district was developed in Phase 1 of the Development Plan. These issues were used to guide the recommended actions. The complete list of issues is presented in Appendix A of this report. The core opportunities and challenges, described below, are critical to the generation of the proposed actions and investment strategy contained in this report.

1. **Diversity:** The diversity of the district is regarded as an opportunity for a rich urban life-style. Old Town/Chinatown is diverse in terms of its ethnicity, its socioeconomic mix, and in terms of its variety of uses - business, social service, residential, etc. There is a strong desire to preserve this diversity. The diversity also presents a challenge in the number of different organizations (with varying boundaries) that exist in the district.

2. Property Ownership: Old Town/ Chinatown has numerous parcels and few full block single owners. The smaller parcels make property acquisition and redevelopment more difficult and more costly. There are numerous historic structures that are valuable components of the urban fabric that are important to preserve.

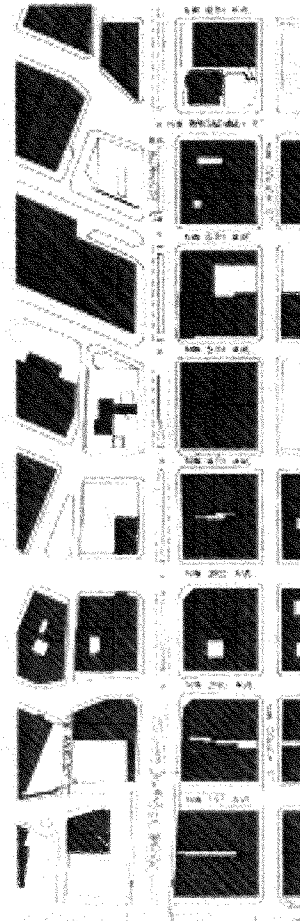
3. Development Potential: A majority of the blocks in Old Town/Chinatown currently have improvements that are less than the value of the land that they occupy. The assessment of the development potential for the study area is that 1,000 new housing units could be developed along with 500,000 square feet of office, streetfront retail, parking and open space while preserving all of the existing services and historic buildings of merit in the district. In short, there is considerable redevelopment potential.

4. Edges: The district faces a specific challenge in that access to the district is adversely affected by its edges and boundaries. Burnside Street represents a major deterrent for the downtown connection. Naito Parkway makes access to Waterfront Park more difficult. The Steel Bridge and railroad tracks at Union Station divide 1,100 existing/planned housing units along the waterfront from the district. Union Station and the Post Office constrain access to the River District and a proposed grocery store at NW 9th and Lovejoy.

5. Classical Chinese Garden: The development of the Garden represents an important attraction for the district. The number of visitors to the district will increase, providing greater familiarity with the area and new traffic patterns. It is important for the success of the Garden and the district to support new developments adjacent to the Garden so that the visitor experience will be enhanced. It is also important to insure light, air and visual connections to the Garden. This may be accomplished through zoning performance standards and/or through design of adjacent buildings.

6. Access Choices: Old Town/Chinatown has excellent transit access and service

with light rail and the Transit Mall. The auto access is reasonable with the Steel, Broadway and Burnside Bridges. Commuters, visitors and residents all have choices with regard to mode and opportunities for access in the district, especially if the aforementioned edge/barrier conditions can be ameliorated.



Burnside St. short term improvements

7. Streets for People: Many of the streets in the districts (both arterials and local) feature widths, traffic speeds, and design which maximize vehicular traffic functions at the cost of pedestrian ease/mobility. Consideration of pedestrian needs must be integrated into traffic operations/functions.

8. Design Quality: It is important that new development be of high quality design and materials. New development should also utilize sustainable construction and design practices.

■ RECOMMENDATIONS

A high priority should be placed on specific actions that would continue the positive development momentum in the district. The priorities are based upon the following objectives:

- *Reduce barriers to Old Town/Chinatown.*
- *Preserve and enhance the historic and cultural character of the area.*
- *Support the development of retail and arts and entertainment businesses in the district.*
- *Enhance the area around the Classical Chinese Garden.*
- *Support preservation and development of a mix of housing for different incomes.*
- *Proceed with development of the Trailways Blocks.*

■ IMMEDIATE ACTIONS

The following immediate actions are recommended as the highest priority for the Plan to be implemented in the first year, with the goal of prioritizing funds and providing an early visible commitment to redevelopment of the district. The following immediate actions are recommended:

① Street Revisions.

- 1.1 Burnside:** Reduce West Burnside Street from three lanes to two lanes in the westbound direction from 2nd Avenue to 8th Avenue by installing parking meters by the end of 1999. Monitor the safety and effectiveness of the changes in determining the long-term viability of this redevelopment strategy.

Undertake a study to determine the feasibility of reducing West Burnside Street from three lanes to two lanes in the eastbound direction from S.W. 8th Avenue to 2nd Avenue and returning parking to this area during some or all hours of the day.

Evaluate and implement options for reducing travel speeds in the corridor through changes in signal timing or other methods. The potential effects on air quality, traffic congestion and pedestrian safety should be considered in the evaluation.

Expedite the Burnside study for future reconstruction of the street incorporating the recommended revisions of the Visions Committee (see Long-Term Action Item 7.2).

- 1.2 Port of Portland:** Obtain commitment from the Port of Portland to operate its surface parking lot on weekends to support visitors to the district, particularly the Classical Chinese Garden.
- 1.3 NW 2nd and Flanders:** Rededicate and improve NW 2nd Avenue right-of-way between Everett and Glisan Streets, and NW Flanders Street between 2nd and 3rd Avenues, as part of the Classical Chinese Garden and Port of Portland developments. Prepare a traffic circulation plan for the area based upon the new street openings.

② Property Development.

- 2.1 Block 25 Development:** Acquire most of the block bounded by Glisan, Flanders, 3rd and 4th, undertake pre-development work and prepare a development offering for the block that would include parking, housing, first floor retail and accommodation of the Blanchet House functions.
- 2.2 Trailways Blocks:** Prepare a development offering for a mixed-use project on the two blocks. This development may occur in phases.

③ Property Redevelopment.

- 3.1 Third Avenue/Everett to Burnside:** Renovate the blocks across from the Classical Chinese Garden II. The blocks on the west side have vacant or underutilized buildings. Property owners should be encouraged to invest in redevelopment or to make the property available for redevelopment. Investigate other immediate term renovation or redevelopment opportunities.
- 3.2 Burnside/Third to Fourth Avenues:** Initiate efforts to redevelop the property on the north side of Burnside between Third and Fourth Avenues either through public acquisition and/or private redevelopment.

④ Housing.

- 4.1 **Housing for Mixed Income Levels:** Support development of additional housing for a variety of income levels.
- 4.2 **Asian Senior Housing:** Support creation of a senior housing development in Chinatown, targeted to the Asian community similar to projects that exist in Seattle and San Francisco.

⑤ Encourage New Development:

Support continued efforts to redevelop Old Town/Chinatown through assistance to property owners, improved information about the district, and implementation of the recommendations contained in the Development Plan.

■ SHORT-TERM ACTIONS

The short-term actions include those items recommended to receive priority consideration for implementation within one-three years.

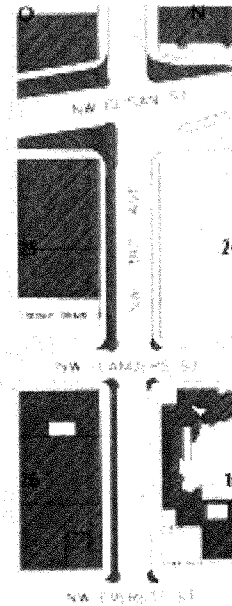
① Reduce barriers to Old Town/Chinatown.

- 1.1 **Naito Parkway Crossing:** Evaluate the option to provide traffic signal at Naito Parkway and Couch to improve pedestrian access to Waterfront Park. The pedestrian activated signal currently at Couch does not seem to be effective. Also synchronize this signal with other signals.

② Enhance the property surrounding the Classical Chinese Garden.

- 2.1 **Third Avenue/Glisan St. Lane Reduction:** Reduce Third Avenue from three to two lanes of auto traffic from Glisan to Davis with possible extension to Couch, and widen sidewalks along existing street contour. Eliminate the eastbound lane on Glisan from Fourth to Third and improve pedestrian crossing.

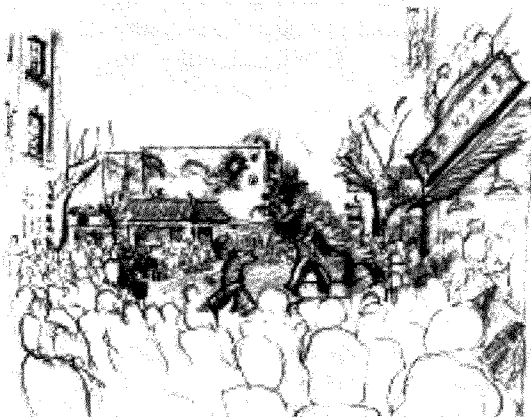
③ Support investments for Old Town/Chinatown developments.



3rd Ave. and Glisan St. short term improvements

④ Enhance the arts, cultural and historic character of the district.

- 4.1 **Property Acquisition and Renovation:** Support public investments in properties either by acquisition or grants to owners to renovate, provide seismic upgrades, or redevelop.
- 4.2 **Streetscape Improvements:** Provide grants and assistance for banners, streetlights, trees, public art, interpretive projects and other improvements which enhance Old Town/Chinatown.
- 4.3 **Building Preservation:** Support financing to existing building owners for required seismic upgrades. Increase financial support for building facade improvements and storefront restoration and rehabilitation.
- 4.4 **Information:** Develop promotional materials such as brochures on the historic and cultural components of the district.
- 4.5 **Aural History:** Support the formation of a committee to investigate the feasibility of developing aural history installations in the district.
- 4.6 **Fountains:** Create fountain walk on Ankeny from Fifth to Fourth, Third and Second Avenues connecting to Skidmore Fountain.



Cultural Events in Chinatown

4.7 Asian Businesses: Provide assistance to new and existing Asian business enterprises.

4.8 Open Space Study: Prepare an open space study of the district which addresses the full range of existing and potential open spaces in and near the district. These would include Tom McCall Waterfront Park, the North Park Blocks, the Fountain Walk identified above, the future Forecourt in front of Union Station and the Classical Chinese Garden.

⑤ Housing: Support development of additional units of mixed-income housing in the immediate and short terms.

⑥ Crime and Safety.

6.1 On-going Public Safety: The Old Town/Chinatown Neighborhood and its public safety partners (Portland Police Bureau, Tri-Met, Association for Portland Progress, Portland Development Commission, Mayor's Office, Portland Parks & Recreation, etc.) will continue to use the Old Town/Chinatown Vision Committee as a vehicle to help solve crime and public safety issues.

6.2 Physical Improvements: Recognize the crime and public safety issues that will need to be addressed utilizing manpower resources as well as financial support.

6.3 Lighting: Continue improvement of building and street lighting in the district.

■ LONG-TERM ACTIONS

The Visions Plan set the stage for the Development Plan by setting forth the components to be included in the Planning/Implementation/Development Strategy. *The City Council-adopted Vision Committee components are written in italics with minor revisions reflecting current thinking on these components.* The Vision Plan components are followed by a set of actions recommended to accomplish each of the components. Note that some of the Immediate and Short-Term Actions respond to these components as well.

Four new components have been added to the Strategy:

- *Reduction of the barriers and edges to the district.*
- *Preservation of the cultural and historic character of the district.*
- *Enhancement of the properties surrounding the Classical Chinese Garden.*
- *Open Space opportunities and connections.*

① Parking. *(Including new off-street parking facilities for shoppers and for older buildings which currently lack parking; this could potentially free up the numerous surface parking lots which represent an enormous potential for future private development parcels).*

1.1 Revise City Parking Code: To stimulate redevelopment of surface parking lots, revise parking code to allow surface parking lot owners to transfer parking to new structures.

1.2 New Parking Facilities: Develop new parking facilities to support underparked buildings and visitor use in the district.

② Redevelopment Opportunities. *(including currently under-utilized parcels which lend themselves to new housing, commercial, and other appropriate development).*

2.1 Streetfront Improvements: Continue to provide matching grants for storefront improvements (on-going).

2.2 Development Opportunity Fund: Consider using the Fund to support seismic upgrades, offsets for System Development Charges (SDC's), and

other costs which inhibit redevelopment.

2.3 Transit Supportive Development: Consider strategies that encourage high-density development along the North Transit Mall, to support public investment in transit.

2.4 Nightlife Strategy: Prepare a retail and nightlife development strategy to encourage 24-hour mixed-use activity.

③ Public Market. *(Preserve and enhance the public market in the New Market/Skidmore Fountain/ Saturday Market area, integrating with the adjacent Waterfront Park).*

3.1 Ankeny: Expand sidewalks and pedestrian space as part of street improvements along Ankeny/ Third/Fourth.

3.2 New Market Plaza: Pursue replacement parking for the New Market Theater surface parking to enable public plaza/market use.

3.3 Fire Station Redevelopment: Pursue redevelopment of the fire station block.

④ Chinatown. *(Special strategy for Chinatown, which is one of the core components of the broader neighborhood. Such a strategy should capitalize on the potential benefits of expanded trade and tourism with Asian/ Pacific Rim countries).*

4.1 Property Owner Group: Institute special program to contact Asian property owners to encourage development, redevelopment and investment in property that supports Chinatown.

4.2 Asian Market: Promote creation of specialty markets and events.

4.3 District Entrances: Consider construction of a new gate or similar feature at the north end of Chinatown.

4.4 Public Events: Encourage use of street and sidewalks for public events which enhance Chinatown life and culture.

⑤ Housing. *(Including mixed-income and affordable housing, is a subject of considerable interest).*

5.1 Housing Diversity: Encourage preservation and new development of hous-

ing which serves a diverse range of incomes in a range of housing types (rental, for-sale) and which also serves specialized needs (artists, etc.).

5.2 Residential Development: The long-term potential redevelopment in Old Town/Chinatown could include more than 500 units of new housing in addition to units created in the short-term and immediate term.

⑥ Marketing Strategy. *(Focusing on the Arts and Entertainment and retail aspects of the neighborhood).*

6.1 Arts and Entertainment: Support the arts and entertainment venues (new and existing), including mixed income live/work housing for artists. Encourage everyone in the neighborhood to utilize the Visions Committee to mitigate livability issues.

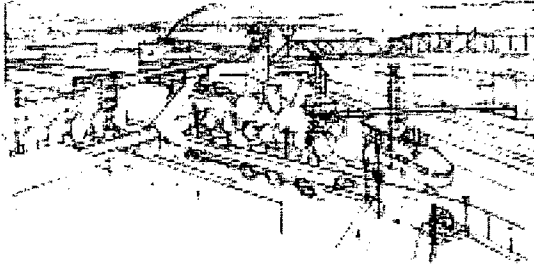
⑦ Street/public improvements. *(Including streetlights and other furniture, public art, opportunities for special paving, street trees, etc.).*

7.1 Priority Streets: Support the immediate/short-term improvements recommended for Burnside, Third Avenue and Naito Parkway crossing.

7.2 Burnside: As part of the major reconstruction plan for Burnside, support effort to reduce Burnside to two lanes, eliminate the median, restore parking, expand sidewalks, extend sidewalk corners, reduce vehicle speeds, provide left turn for eastbound autos on Fourth, provide special paving for crosswalks, and improve street frontage.

7.3 Union Station: Redevelop parking and entry to create angle road under the Broadway Bridge connecting to 9th and Northrup. Modify the parking area in front of the station, placing parking underground and open space above. Coordinate development of underground parking with the proposed development on the adjacent block.

7.4 Pedestrian Crossing: Investigate the desirability of providing a pedestrian crossing to Waterfront Park at Glisan.

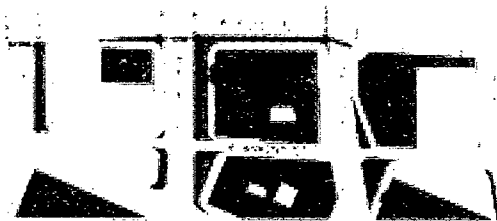


Old Town / Chinatown connection to River District

7.5 Intermodal Facility: Consider creation of an intermodal transfer point at Union Station, with connections to light rail, the airport and inter-city transit modes. This facility might include a baggage check-in facility for transit patrons bound for the airport.

⑧ Public Right-of-Way. *(Special public right-of-way projects possibly to include Ankeny Street, the Third and Burnside intersection, a new "torii gate", a Greek gate, etc.).*

8.1 Burnside/Ankeny: Reduce street widths on Third and Fourth by widening sidewalks and enhancing open space, consider plaza improvements at Ankeny and Third and Second Avenues.



Burnside / Ankeny Revisions

⑨ Public safety. *(related projects including public restrooms).*

9.1 Public Restrooms: Provide safe, clean and convenient public restrooms. This would entail development of new facilities as well as reestablishing existing facilities (e.g. Front and Davis parking garage).

9.2 On-Going Public Safety: The Old Town/Chinatown Neighborhood and its public safety partners (Portland

Police Bureau, Association for Portland Progress, Tri-Met, Portland Development Commission, Mayor's Office, Portland Parks & Recreation, etc.) will continue to use the Old Town/Chinatown Visions Committee as a vehicle to help solve crime and public safety issues.

9.3 Physical Space: Take initiative to identify public safety challenges, research and make recommendations to the appropriate entity.

⑩ Coordination. *(With planned projects including the River District, South-North light rail project, etc.).*

10.1 Visions Committee: Continue to support the Visions Committee in its oversight of implementation of the Development Plan, and to continue in its role as a forum for resolution of community issues and challenges.

⑪ Barriers and Edges. *(Address barriers and edges to the district that limit access).*

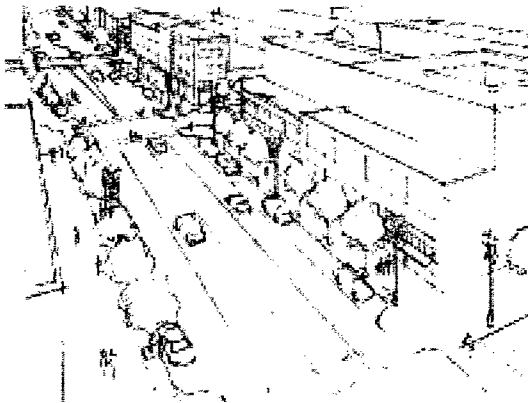
11.1 Burnside: Reconstruct Burnside with priority given to pedestrian crossings and improvement of the street environment for streetfront businesses (see item 7.2).

11.2 Pedestrian Crossing at Third Avenue: Continue to advocate for an at-grade pedestrian crossing at Third Avenue and Hoyt across the railroad tracks to encourage pedestrian connections to Old Town/Chinatown from the new housing developments along Naito Parkway. This may be extremely difficult to achieve, based on earlier ODOT action on this issue. If these efforts for an at-grade crossing fail, consider other means of enhancing pedestrian access in this vicinity.

11.3 Union Station: Create connection through Union Station to 9th and Northrup under the Broadway Bridge.

11.4 Glisan Connection: Consider connecting NW Glisan Street to NW Naito Parkway.

12 Historical, Arts and Cultural Character. *(Promote the historical, arts and cultural character of the district).*



Burnside Street Reconstruction

12.1 Design Guidelines: Update design guidelines to reflect current expectations for redevelopment, historic preservation and the unique characteristics of Skidmore/Old Town, Chinatown and other areas of special character. Use these guidelines to assure high quality design of new development, especially for public-sponsored projects.

12.2 Community Center: Support efforts to establish a community center to provide uses such as meeting space, recreation, reading room, historic displays and other functions of benefit to the neighborhood.

12.3 Public Art: Many publicly funded projects will include public art. Encourage developers to incorporate public art, historical or other cultural aspects in their projects.

13 Open Space Opportunities and Connections. *(Creation of open space in the district is needed, including access to existing and identification of new spaces. See Also Short-Term Action 4.8)*

13.1 New Open Space: Consider creation of open space as part of redevelopment of the neighborhood.

13.2 Access to Open Space: Improve access to existing open space in the area including Tom McCall Waterfront Park and the North Park Blocks and future park spaces in the River District.

13.3 Pedestrian Plaza: Develop pedestrian plaza at Third/Ankeny and at New Market Theater as part of the enhanced Ankeny connection from the Transit Mall to Waterfront Park. Consider development of a fountain in the Third Avenue vicinity as part of an Ankeny "fountain" walk.

13.4 Recreation Pockets: Encourage developers of new residential projects to include space for recreation pockets.

14 Classical Chinese Garden. Enhance Classical Chinese Garden surrounding properties.

14.1 Hotel: Market opportunity for hotel in the vicinity of the Garden.

14.2 Asian Cultural Center: Support efforts to establish an Asian cultural center to build on the success of the Classical Chinese Garden.

Conclusions

The Old Town/Chinatown neighborhood is at a critical point in its long and rich history. A strong and diverse community has come together in the last few years – perhaps in a way like no other time in its history. Major new redevelopment is occurring, with more new projects already on the drawing boards. The area is witnessing significant new public and private investment.

This Development Plan reflects the hard work of many people in the neighborhood. It reflects a serious commitment to a consensus-driven approach. The Plan, and the future vitality of Old Town/Chinatown, will not succeed unless all of the community continues to work together to achieve a good vision in a way that benefits all.

Economic opportunities lie before Old Town/Chinatown and our challenge will be to harness them so that Old Town/Chinatown is a better, stronger community for all who live, work and visit the neighborhood. The Old Town/Chinatown Development Plan Steering Committee is committed to fulfilling this vision.

INVESTMENT STRATEGY

The recommended Investment Strategy of the Old Town/Chinatown Development Plan is on page 13. The table addresses recommendations for some of the Immediate Actions, Short-Term Actions and Long-Term Actions. A total public investment of \$69,140,000 is called for resulting in an estimated \$503,600,000 in private investment. The final budget for these actions, and for other actions identified in the Plan but not presented in the table will be determined through the City's/PDC's budget planning process in consultation with the Old Town/Chinatown community.

The public investment is divided into Immediate (1 year), Short-Term (1-3 years) and Long-Term investment classifications consistent with the Recommendations. Public funds are predominantly tax increment funds but other sources are included, such as City of Portland Capital Improvements Plan, regional transportation funds, System Development Charge funds, and Portland Parks and Recreation funds. The private investment is estimated for only those investments that would be directly required with or generated by the public investment. For example, the housing loans from PDC would only be provided with the private commitment for construction of housing. The secondary private development benefits from improvements to the district are not included in the estimate.



Fifth Avenue Place Apartments

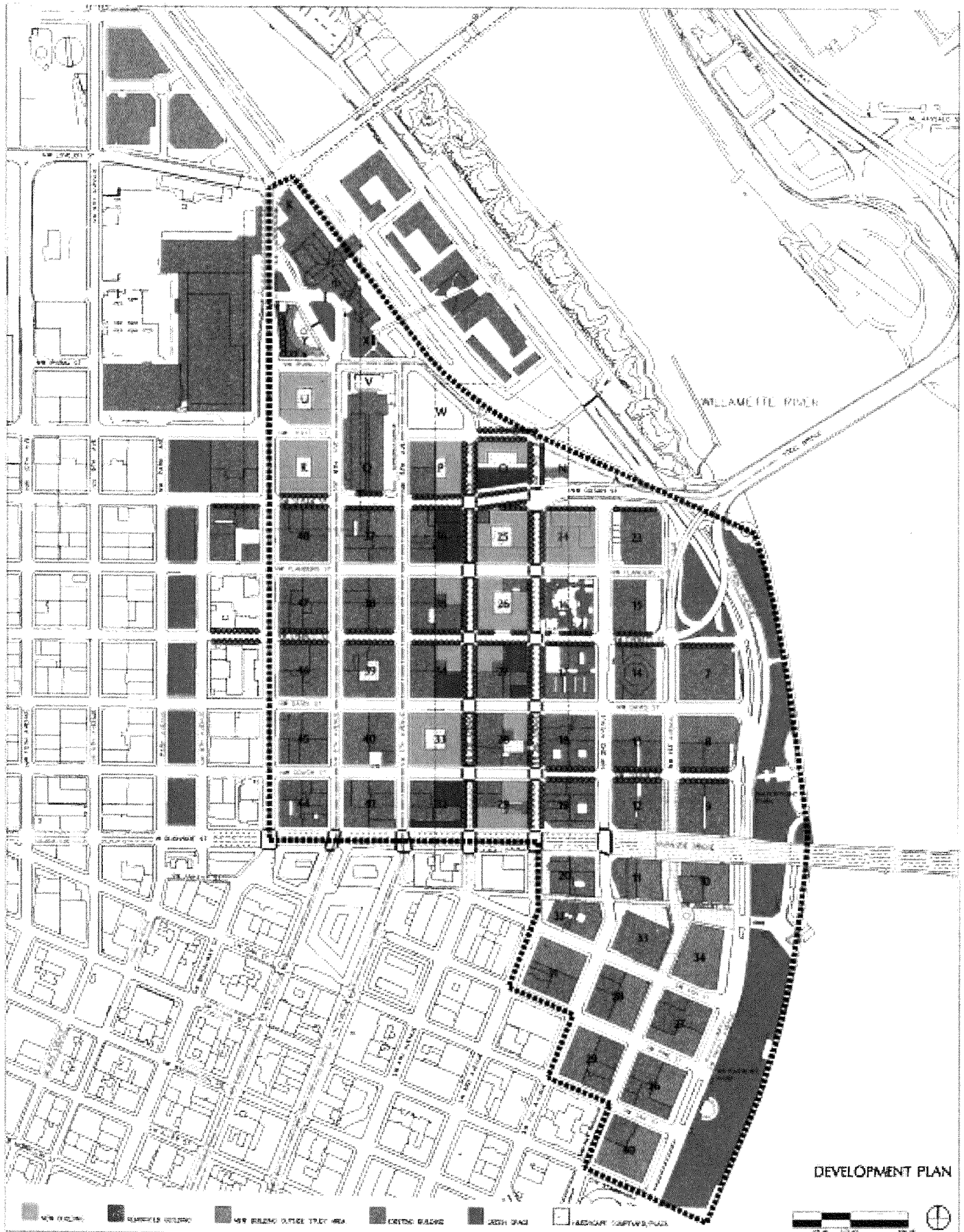
Public financing is critical to the redevelopment of Old Town/Chinatown. A partnership of public and private investment is needed to

upgrade the current built environment. The following are specific recommendations for the investment strategy:

- 1. Extend Tax Increment:** Old Town/Chinatown is currently in the Downtown Urban Renewal District which expires in 6 years leaving the district without a source of tax increment urban renewal funds. Consideration should be given to including Old Town/Chinatown in the newly formed River District Urban Renewal or some other means of assuring a long-term funding source for implementation of the development plan.
- 2. Prioritize Private Investment Leverage:** It is recommended that a priority be given to projects that involve private investment in the district. The diverse property ownership and perceptions of the area have discouraged private investment in the past. A concerted program to assure property availability and incentives for mixed use development are needed to enable successful private investment.
- 3. Special Incentives for Economic Uses:** It is recommended that consideration be given to targeted incentives for redevelopment in the district. Office and streetfront commercial do not have a strong market for development at this time. There are several properties that are vacant which should be developed as retail or office. Targeted assistance for these uses would be valuable.
- 4. Promote Incentives for Historic Use:** Promote incentives for historic redevelopment and seismic upgrades, including state tax incentives.

OLD TOWN/CHINATOWN DEVELOPMENT PLAN INVESTMENT STRATEGY

Immediate Actions (first year)	Public Investment			Private Investment	Comments
	Immediate	Short-Term	Long-Term		
1.1 Burnside	\$50,000			\$500,000	
2.1 Glisan/Flanders	\$20,000		\$2,500,000	\$15,000,000	100 units of housing
2.2 Trailways Blocks	\$20,000		\$1,800,000	\$23,000,000	100 units of housing
3.1 3rd Avenue	\$100,000		\$500,000	\$5,000,000	Housing, retail, office
3.2 Burnside/3rd/4th	\$500,000		\$1,500,000	\$9,000,000	Housing, retail, office
4.1 Housing			\$2,500,000	\$22,000,000	100 units of housing
4.2 Asian Senior Housing			\$1,750,000	\$14,000,000	70 units of housing
Total Immediate Actions	\$690,000		\$10,550,000	\$88,500,000	
Short-Term Actions (one to three years)	Public Investment			Private Investment	Comments
	Immediate	Short-Term	Long-Term		
1.1 Naito Crossing		\$150,000			
2.1 3rd Ave Lane Reduction		\$1,000,000		\$5,000,000	Retail upgrades
4.1 Property Renovation		\$1,000,000		\$8,000,000	Housing, retail, office
4.2 Streetscape Imp.		\$2,000,000		\$8,000,000	Retail upgrades
4.3 Building Preservation		\$1,000,000		\$12,000,000	Housing, retail, office
4.4 Information		\$25,000			
4.5 Aural History		\$25,000			
6. Crime and Safety		\$150,000		\$1,000,000	
Total Short-Term Actions		\$5,350,000		\$34,000,000	
Long-Term Actions (three years or more)	Public Investment			Private Investment	Comments
	Immediate	Short-Term	Long-Term		
1.1 Revise Parking Reg			\$50,000		
1.2 New Parking Facilities			\$4,500,000	\$4,500,000	300 new parking spaces
2.1 Storefront Improvements			\$150,000	\$1,500,000	
2.2 Dev Opportunity Fund			\$4,000,000	\$40,000,000	Housing, retail, office
3.1 Ankeny Improvements			\$1,000,000	\$8,000,000	Retail, new development
3.3 Fire Station Dev			\$3,000,000	\$30,000,000	150 housing units
4.2 Asian Market			\$150,000	\$1,500,000	
4.3 New Entrances			\$500,000	\$4,000,000	Public/private partnership
5. Housing			\$12,500,000	\$120,000,000	500 add'l units of housing
7.2 Burnside Reconstruction			\$10,000,000	\$100,000,000	Reinvestment in street
7.3 Union Station Access			\$5,000,000	\$40,000,000	Retail, new development
8.1 Burnside/Ankeny			\$1,500,000	\$12,000,000	Retail, new development
9.1 Public Restrooms			\$200,000		
11.2 Ped Crossing at 3rd			\$100,000	\$1,000,000	Retail, new development
12.1 Design Guidelines			\$50,000		
12.2 Community Center			\$250,000	\$1,500,000	Public/Private investment
13.1 Park at Couch/4th			\$9,000,000	\$2,000,000	Retail, new development
13.4 Steel Bridge Open Space			\$100,000	\$100,000	
14.1 Hotel				\$10,000,000	
14.2 Asian Cultural Center			\$500,000	\$5,000,000	Public/private partnership
Total Long-Term Actions			\$52,550,000	\$381,100,000	
Total Investment Potential	\$690,000	\$5,350,000	\$63,100,000	\$503,600,000	



OLD TOWN / CHINATOWN DEVELOPMENT PLAN

THOMAS HACKER
AND ASSOCIATES
ARCHITECTS P.C.



DEVELOPMENT

■ DEVELOPMENT POTENTIAL

A block-by-block analysis of Old Town/Chinatown was conducted for development and redevelopment potential. Those blocks that contained improvement values less than the land values based upon the Multnomah County assessed valuations were analyzed with regard to redevelopment potential. Lots where historic buildings or existing services were operating were evaluated for additional development but not considered for new development. A considerable portion of Old Town/Chinatown has potential for redevelopment.

Sites were then considered for housing, commercial, office, parking and open space. It was assumed that housing would be in structures of six stories or less and that parking would be provided in structures to support each of the assumed developments. Based upon this sketch analysis, a total potential of 1,532 housing units, 138,000 s.f. of new retail, 670,600 s.f. of office and a 200 room hotel could be developed requiring 1,663 parking spaces. There is considerable redevelopment potential in the district.

■ HOUSING INVENTORY

A survey of housing type and affordability for the River District (of which Old Town/Chinatown is a part) indicates that Old Town/Chinatown contains a large supply of low-income housing. The current housing inventory in the Old Town/Chinatown District exceeds the River District targets for below 80% of Median Family Income (MFI), but is well below the targets for 81-120% of MFI.

To achieve the vision of housing diversity in the Old Town/Chinatown District, new housing units above eighty percent of MFI need to be developed. To meet the income/housing markets as guided by the River District Plan, over seven hundred additional Low Income Units (below 50% MFI) will need to be developed in portions of the River District Planning Area other than Old Town/Chinatown.

The large number of low-income units historically present in the Old Town/Chinatown District is what enables the River District planning area to match the income patterns of the City at this time. It is therefore an important priority to preserve the low-income housing stock in Old Town/Chinatown.

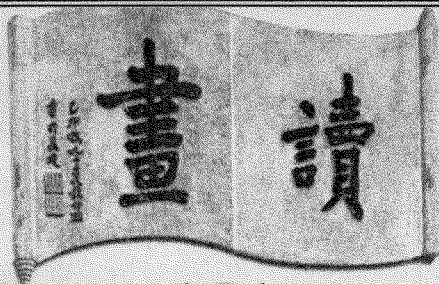
OLD TOWN/CHINATOWN DEVELOPMENT PLAN HOUSING INVENTORY

Total Surveyed Units

HOUSING TYPE	MFI 0-30%	MFI 31-50%	MFI 51-80%	MFI 81-120%	MFI over 120%	MFI TOTAL	% OF TOTAL
SRO	549	318	107	0	0	974	71.78%
Studio	75	77	71	0	0	223	16.43%
1 Bedroom	0	31	91	19	1	142	10.46%
2 Bedroom	0	0	18	0	0	18	1.33%
3 Bedroom	0	0	0	0	0	0	0.00%
4 Bedroom	0	0	0	0	0	0	0.00%
Total	624	426	287	19	1	1,357	100.00%
% of Total	45.98%	31.39%	21.15%	1.40%	0.07%		

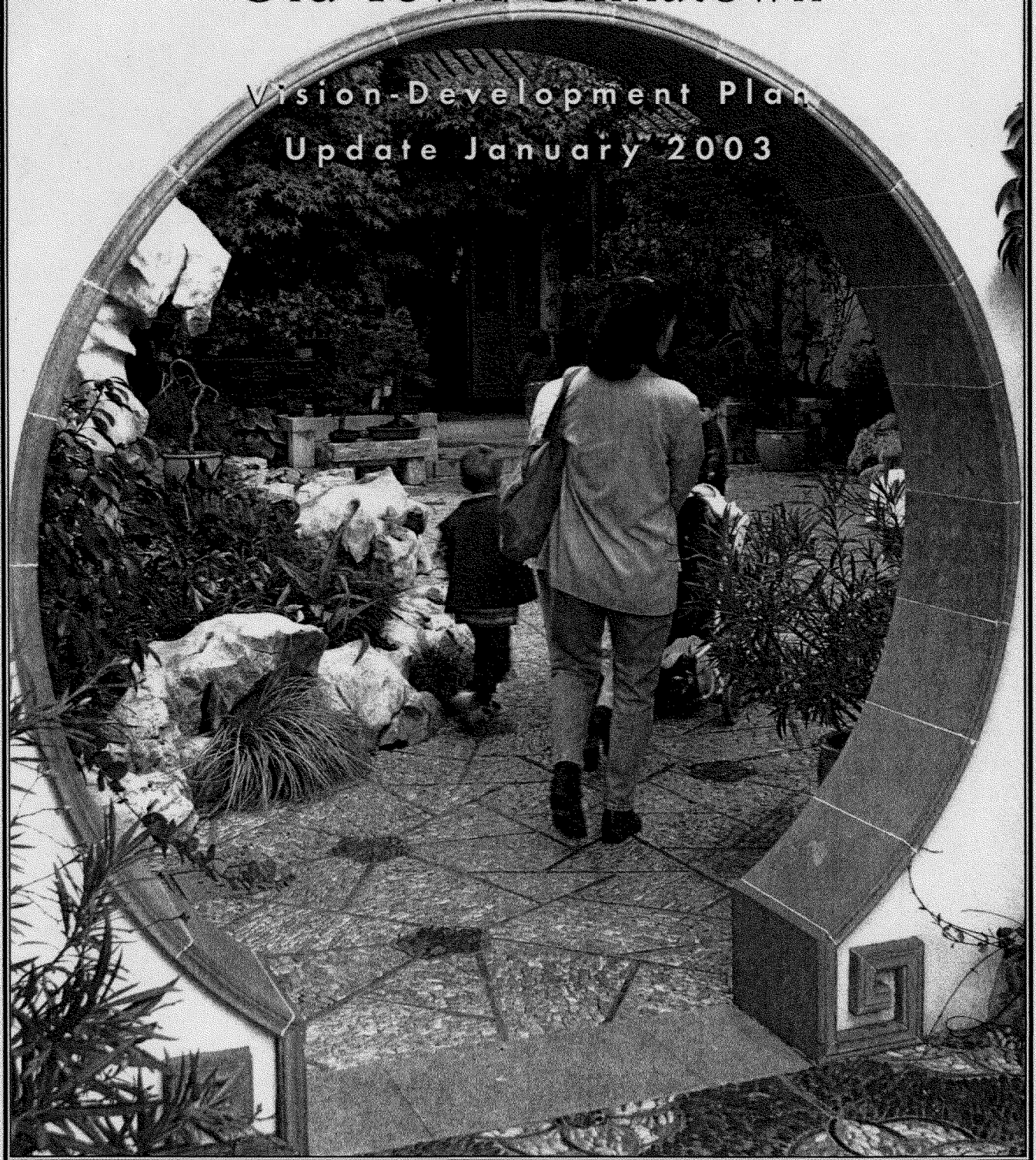
OLD TOWN/CHINATOWN DEVELOPMENT PLAN REDEVELOPMENT POTENTIAL

BLOCK	ADDRESS	HOUSING	RETAIL	OFFICE	OTHER	PARKING	PUBLIC
3rd/4th							
P	4th/Glisan	105	7,000			38	
O	3rd/Glisan	24	8,000				
24	2nd/Flanders		9,000		200 Hotel	380	
25	3rd/Flanders	148	14,000				
26	3rd/Everett	155	18,000				
27	3rd/Davis	50	6,000				
28	3rd/Couch	40	6,000				
29	3rd/Burnside			32,000			
29	3rd/Burnside			53,600			
32	4th/Burnside						
33	4th/Couch					100	Park
34	4th/Davis	50	6,000				
35	4th/Everett	50	6,000				
36	4th/Flanders	55	6,000			20	
		677	86,000	85,600	0	538	
Trailways							
Y	6th/Irving					80	Plaza
U	6th/Hoyt	195	8,000			100	
R	6th/Glisan		16,000	285,000		420	
		195	24,000	285,000		600	
Other							
37	5th/Flanders	100					
8	1st/Davis		10,000	100,000		150	
13	2nd/Davis		10,000	100,000		150	
N	3rd/Glisan					75	
40	5th/Couch			50,000		75	
48	6th/Flanders			50,000		75	
SW 34	Fire Station	150	8,000				
SW 31	2nd/Ankeny						
SW 23	3rd/Pine	70					
SW 28	1st/Pine	70					
SW 29	2nd/Oak	70					
SW 26	Naito/Oak	50					
SW 40	Naito/Stark	150					
		660	28,000	300,000		525	
TOTAL		1,532	138,000	670,600		1,663	



Old Town/Chinatown

Vision-Development Plan
Update January 2003



Old Town/Chinatown Vision-Development Plan Update

January 2003

EXECUTIVE SUMMARY:

The Re-Visions Committee was established in early 2002 to update the Old Town/Chinatown Vision Plan and the Old Town/Chinatown Development Plan, and to evaluate the role and mission of the Vision Committee. This is the first major re-look at what and how we are doing. Below is the report.

Participants: Jan Anderson, Richard Harris, Phil Kalberer, Genny Nelson, June Schumann, Paul Verhoeven, and Howard Weiner

The committee makeup consists of five Neighborhood Association members, including two past chairs and current chair of the Neighborhood Association, and the present and past chair of the Vision Committee. All seven members are active at Vision meetings.

A. Charge of the Committee:

1. To evaluate the Vision and Development plans to determine what has been accomplished, what needs to be worked on, changed or added. (pg 5)
2. To define the on-going purpose and goals of the Vision Committee, and its relationship to the Neighborhood Association. (pg 11)
3. To propose the makeup and role of the Joint Land Use Committee (pg 12)
4. To ensure that the Vision Committee represents all facets of the community, and proactively reaches out to the community. (pg 12)
5. To address the issues that tend to divide the community: the diverse points of view in the neighborhood regarding gentrification, balance, and development versus historic preservation. (pg 13)

B. **Primary Recommendations:** The following are the recommendations of the committee, many of which require action plans to be accomplished. They are divided into five topic areas addressed by both plans.

1. **Neighborhood Process** (Neighborhood Association/Visions, Communication, Land Use Planning)
 - a. The Vision Committee reaffirms the goals of the Vision Plan and the Development Plan and recognizes its clear mission in attaining those goals.

- b. Land Use Committee must represent all parts of the community. (A proposal for its make-up and authority is enclosed.) The Vision Committee has a strong interest in land use, since the Vision Committee goal is to ensure our vision and development goals are being met.
- c. Consensus on how we approach gentrification and balance in the community is critical. The Vision Committee, in partnership with the Neighborhood Association, should tackle these issues. They should not be left to the Land Use Committee. A discussion of this issue is in Section 5.
- d. The Vision Committee needs to better evaluate our goals with the funding priorities of the PDC and other public entities, to ensure limited resources are funding our priorities.
- e. The Vision Committee must be vigilant to ensure all facets of the community are represented. This means proactive community work to ensure community involvement. A good example is the involvement the 3rd and 4th Committee has generated from the community. This means a clear communication network needs to be set up, as called for by the Vision Plan. The Neighborhood Association is currently working on such a plan, and Vision should aid in this process.
- f. The Vision Committee should promote the rebirth of a business association as a byproduct of the 3rd and 4th Avenue marketing strategy.

2. Housing, Development, Circulation / Barriers:

- a. Reaffirm our support of the Burnside planning effort, the NW Broadway study, The Waterfront plan, and the 3rd and 4th Street approved investment strategy, to enable desirable development.
- b. We must be vigilant in pursuing the breakdown of our access barriers—to the waterfront, across Burnside, and to the Pearl District. All the plans being developed include this goal, but to date we have not achieved the breakdown of any barriers.
- c. Recognize the historic wealth of the district and devise strategies to protect and enhance these assets through seismic and other incentives that lead owners to restore and renovate rather than replace. The strategy needs to be balanced, so that protection and incentive is given to preserving our assets, but the area does not remain stagnant with many boarded up buildings. Emphasis should be on preserving landmark buildings. Additionally, contributing buildings may be an asset. A process needs to be identified for agreement on restoration or replacement of those buildings.
- d. Old Town/Chinatown is a neighborhood whose housing in the 0 – 60 MFI range is protected by two City ordinances: the Housing Preservation Act and the No Net Loss Housing Policy. Our housing goal is to increase the number of housing units, attract more housing in the 60-120 MFI range, and promote home ownership, including the use of strategies such as the Share Appreciation Mortgages utilized in the Old Town Lofts. Included in Appendix A is the 1999 mix and number and the 2002 number. We have

increased housing over 50%, and shifted upwards in housing income. We need to promote and continue this trend by promoting all housing especially those serving the downtown workforce. A process needs to be in place that brings our neighborhood to consensus on what balance means regarding income diversity, unit size, and production goals.

- e. Determine an adequate mix of transportation options--transit, auto and bike access, parking, and circulation that best enhances the community. The Broadway, Burnside and 3rd& 4th plans attempt to do this, but Vision Committee must ensure this priority.
- f. Parking should be included in all new mixed-use developments.

3. Open Spaces, Community Center, Culture, History.

- a. The character and culture of our neighborhood is its history, its arts, and its entertainment. Each is significant in its own rights, has its individual attributes and should not be lumped together as we develop strategies to promote all three.
- b. History plays a distinctive role in our buildings, our people, and our activities. We must promote our history as a living aspect of our neighborhood. This is now being done through various venues.
- c. We should recognize our importance as a community containing two National Historic Districts – Skidmore and New Japantown Chinatown Historic District.
- d. We do not have consensus on open spaces, their need and location. Do we have the critical mass of residents to both warrant more open space and ensure its safety? Have we maximized the access to open spaces in and around our community? An ongoing Open Space Committee has been meeting, but without clear direction from the Vision Committee, or Neighborhood Association, no meaningful work can be expected. The Neighborhood Association and Vision Committee should formulate clear open space priorities. Primary focus of an open space plan would be North Waterfront Park, North Park Blocks, Steel Bridge space, and other opportunities as they should arise.
- e. A Community Center is a priority. There is consensus that a community center is needed. However, there is not yet a consensus about all the elements of a community center. A process is underway to identify a more specific community center model. Both the Vision Committee and the Neighborhood Association should insure it is completed, as it impacts various plans being developed, such as the Northwest Broadway study.

4. Nightlife / Marketing / Promotion / Job Creation

- a. Develop marketing plan in conjunction with the various groups in the community, including PDC and PBA (Portland Business Alliance), to insure

proper image is portrayed to overcome perceptions about the vitality of the area. This is a necessity for 3rd and 4th funding, but is also necessary to meet our other goals. The marketing strategy needs to include a retail strategy that might include ways of attracting small storefront businesses that cater our ethnic diversity, provide services to the people who live and work in the area, and attract visitors to our community.

- b. The Development plan is strangely silent on a job creation strategy, and very weak on a marketing strategy. The Vision Committee should take these challenges on, with help from the PDC and the Portland Business Alliance.
- c. At present, active nightlife and dense housing are primary characteristics of Old Town/Chinatown. We need to continue to address the challenges of the interaction between nightlife and housing, particularly the issues of public safety, noise, and nighttime parking.

5. Crime / Public Safety

- a. Crime and Safety issues are key to the success of the area. We must insure that land use and development enhance rather than hinder are fight to have a secure environment.
- b. Our priority should be to combat negative perception of the neighborhood, and work diligently with the Police and city to free our streets of gang activities and drug dealings and address infrastructure issues such as blank walls, lighting, and other negative detractors. We offer our longstanding goal of establishing and maintaining safe restroom facilities.
- c. The Neighborhood Association is taking the lead role in addressing these issues.

OLD TOWN/CHINATOWN REVISION REPORT:

A. History of Vision Committee:

People concerned about the viability of the neighborhood formed the Vision Committee in 1995. Conflict and mistrust among the various groups – social services, property owners, Chinese community, and the retail and nightlife businesses – stopped our neighborhood from addressing the problems facing us. We were divided, the neighborhood was crime ridden, development was at a standstill, and we had no effective voice with the city.

The Vision Committee tried to seek out all the stakeholders of the community, and put together a “vision” of what we wanted our neighborhood to be. The result is the Old Town/Chinatown Vision Plan was adopted by City Council in 1997. The Plan set forth ways of resolving conflict, the need to cohesively fight crime, and the nucleus of the development plan.

The Vision Committee then began work on the Old Town/Chinatown Development Plan, which was adopted by City Council in December 1999. This is the blueprint for the development of the neighborhood. It becomes the backdrop of describing what we want in terms of economic development. The Vision Committee has stayed in existence since 1999 to help implement the adopted plan, and encourage both private and public investment in the area.

The Vision Committee has no legal authority, such as the Neighborhood Association. Its influence is in its ability to represent all the stakeholders of the community and to proactively promote and update the adopted Vision and Development Plans. Both the public and private sector have looked to the Vision Committee for its leadership in these areas.

B. Discussion of the 5 charges of the Revision Committee:

1. Evaluation of Vision Plan and Development Plan

Overview:

The Vision Plan was developed in 1995-1997, and adopted by City Council in September, 1997. The Development Plan was developed in 1998-1999, and adopted by City Council in December, 1999. These two form our collective vision of Old Town/Chinatown, the basis of cooperation in our neighborhood, and a blueprint for development. The following is a review of those two documents,

and study of the substantive issues that face our neighborhood, and a set of recommendations for our future.

Old Town/Chinatown Vision Plan (1997):

- 1) We have come a long way towards meeting many of the challenges we faced 5-7 years ago. A sincere effort to work together is evident. Tensions are not as high between the various elements of the community. Most have accepted our first principle that all have a right to be in and grow in Old Town/Chinatown. The negative impacts of poor retail/business climate, limited mixed income housing, and the Regions highest concentration of social service providers does not ring as true now as it did 5 years ago. But crime, especially high drug trade, seems to ebb and flow, and negatively impact all elements of the community. Bullet point six should be changed to be more inclusive: "the various elements of the community (such as neighborhood...) The need to be more inclusive and to seek out all elements of the community into the shaping of the community is a challenge we must address. We should be about relationship-building in our community. The basis of this is trust among each other. This should be addressed at both the Vision Committee and the Neighborhood Association. The plan also calls for an annual review, which we have not done. This is the first concerted effort to review the Vision Plan.
- 2) Good Neighbor Agreement. The good neighbor agreement can be an effective tool to ensure positive coexistence among various parties. The Neighborhood Association has the mandate to develop and enforce the agreements. In the late nineties, we were very insistent that they be negotiated, as tensions were quite high. In the past few years, the Neighborhood Association has taken on the task, as new tensions, especially between nightclubs and other neighbors, have emerged. The ideal is all parties would be aware of and abide by neighborhood agreements, not just social services and nightclubs. Perhaps this can best be done by better communication to new members of the community what our vision is and what are expectations are. The Good Neighbor Agreements were to be monitored by an Advisory Board. This board was never really established by Vision, and the work has been done by the Neighborhood Association. The Vision Plan should be changed to reflect this reality. Communications is a difficult area to maintain. The Vision Plan calls for an established link with interested parties. The Neighborhood Association is doing some communication, and the Vision Committee limited communication. Our recommendation is that the two organizations work together to develop an effective plan of communication. This entails not only news dissemination, but also relationship building. It involves trust, and trying to overcome the lack of interest most parties have when things go along smoothly.

- 3) Housing, Shelter, and Social Services: This sets the tone of balance and cooperation in the neighborhood. We never really established what balance is, but reaffirm each entities right to be and grow in the neighborhood. The Shelter Reconfiguration Plan is complete. The Assessment Center was never agreed upon as being a viable idea. The Location Policy is very strong in that it requires a Good Neighbor Agreement be in place for a social service before the final site is approved by the governmental entity in charge.
- 4) Communication: This is one area that we have failed to formalize in a way that ensures communication is really happening. Recommendation is that Vision and Neighborhood Association jointly put together a viable plan.
- 5) Crime and Public Safety: The Neighborhood Association will take the lead role in ensuring a good action plan in dealing with crime and public safety. The community- policing model continually needs to be re-energized. Crime and lack of safety is the one element that negatively impacts all aspects of life in our area. With a lack of police and enforcement presence on the streets, the call for partnerships within our community to deal with crime and public safety issues is critical at present. There has been much progress in terms of investment in housing, retail, and office; and we cannot afford to negate those investments and discourage future progress.
- 6) Street Environment and Public Improvements: These areas are more vividly defined in the Development Plan, and will be addressed there. The one issue that has not been addressed is the need for public restroom, and should be revisited as we go to the next level of development.
- 7) Nightlife/Marketing/Promotion: While nightlife is definitely a vibrant characteristic of the area, we need to make sure other aspects of the community are acknowledged. This was first done shortly after the Vision Plan, when the area became known as the Arts and Entertainment District. The area is also an historic and cultural district. But what it really is about is creating tourism, that is, making all the wonderful aspects of the area accessible to both our residents and those around us. The Vision Committee should revisit this issue, to ensure we are fully marketing all aspects of our district.
- 8) Development, Parking & Circulation: The four components of the Central City 2000 plan have essentially been achieved: We have surpassed the housing goals, we have finished the development plan, we are in the process of finishing the NW Broadway plan, though funding for the project is far from assured, and the Classical Chinese Garden is a reality.

Old Town/Chinatown Development Plan (1999):

Overview:

Our Development Plan goal is to develop Old Town/Chinatown into a vibrant, 24 hour, mixed use, urban neighborhood, rooted in a rich historical past. Our challenges remain the same: diversity, which makes us what we are, but adds to development challenges; small parcels under many ownerships; historic buildings, which are the heartbeat of the community, but create seismic and economic challenges; and the edges of our community—Broadway to the west, Burnside to the South, and Naito Parkway to the east, which create physical as well as psychological barriers. Many of the plan's recommendations have either been accomplished, or are being worked on. But development also has created other issues, which need to be addressed

The Plan:

- 1) Our recommendations as outlined on pg 5 of the plan set the framework for the development that has taken place. These include reducing the barriers to OT/CT, preserve and enhance the historic and cultural character of the area, support the development of retail and arts and entertainment businesses, enhance the area around the Classical Chinese Garden, support preservation and development of a mix of housing, and proceed with development of the Trailways Blocks. We then designed immediate, short term, and long-term actions to achieve the plan.
- 2) Immediate Actions:
 - a) Street Revisions: We achieved some parking on Burnside and the retiming of lights to make it easier to cross. This was done through much effort. We have obtained a commitment from the Port of Portland surface parking on weekends, but the parking problem envisioned was not materialized. NW 2nd and Flanders has been improved.
 - b) Property Development: Block 25 development is still being worked on by the PDC, and hopefully will come to fruition, with the moving and rebuilding of the Blanchet House. The Trailways Blocks are now being aggressively planned as part of the NW Broadway Master Plan. This plan should be ready for city action by late fall. The funding of the plan, however, is still not assured.
 - c) Property Redevelopment: Redevelopment in the 3rd avenue and on Burnside has not progressed to this point. The challenge is creating the incentives so that private owners invest to redevelop. The finalizing of the 3rd and 4th Plans, and the Burnside Plan will greatly help. An essential piece of this plan will be the formation of a group of local merchants and property owners to champion this project. Vision and the Neighborhood Association both need to ensure this is done.

Organizational help from the Portland Business Alliance and the Chinese community should be obtained.

- d) Housing: Included in Appendix B is our present housing mix. We have increased overall housing by 50% since 1999, preserved our SRO housing, and increased affordable housing, especially in the 50 to 120 MFI range, but true market rate still is a challenge. Our first experiment with condominiums, Old Town Lofts, has been moderately successful. The Pacific House is presently being constructed to create housing attractive to the senior community. We are moving towards a more balanced housing market. The lower end is being more professionally managed as more units move under the auspices of entities such as CCC and Transitional Projects. This increase in housing helps make the neighborhood more livable and entices more retail activity and job development.
- e) Encourage New Development: We do not have in place a coordinated marketing program for the area.

3) Short Term Actions:

- a) Reduce Barriers: We have had limited success in reducing the barriers. Naito Crossing is being addressed by the waterfront plan, Burnside by its plan, and Broadway by the NW Broadway plan. But we are still only in the planning stages. These barriers are also psychological as well as physical, and that first aspect must also be addressed.
- b) Enhance property surrounding Classical Garden: Not much investment to date, but 3rd/4th Plan should help. Plan needs to ensure private participation.
- c) Support investments for Old/Town Chinatown: Have done so in Creative Service Center, and enticing a bank into area. Must give support to business we attract.
- d) Enhance Arts, Culture, and Historic Character: We have achieved some streetscape improvements such as banners and Chinese Street lights. Storefront facade program has been helpful. Only one loan for seismic upgrade has been used. PDC made a sizable public investment in the Creative Service Center. Marketing information has not been coordinated. No plans yet for fountains on Ankeny. Assistance to new and existing Asian businesses has not happened. Opens space studies are taking place in the Waterfront Plan and the NW Broadway plan. We need to come to agreement as a community of the open space question. No progress has been made on an Aural History.
- e) Housing: Housing has been a great boon to the area, but we need to reevaluate the mix.
- f) Crime and Safety: Neighborhood Association has taken on task of ensuring safe neighborhood. We still fall victim to the perception, and in a cyclical nature, the real increase in street crime, especially drug

dealing. Visions needs support physical improvements and lighting that help in this area.

4) Long-Term Actions:

- a) Parking: Parking, the amount and type, needs to be addressed in conjunction with an overview of access and transportation issues. Our goal is a balance of parking, housing, retail, and job growth. New parking facilities will be needed, especially as we increase jogs in the area.
- b) Redevelopment Opportunities: PDC has continued the storefront improvement grant. We need to better advertise this program. Costs of redevelopment far exceed the benefits in the present economic environment, so growth the past year has been slow. The growth area has been nightclubs and retail along 5th and 6th. The term Nightlife Strategy should be changed to a marketing strategy which will include nightlife, but also the arts, retail, and the historical nature of the area.
- c) Public Market: No progress to date. Public Market advocates are looking seriously at the 511 building for the market. This would greatly enhance our connection to the Pearl District and the feasibility of developing the Trailways blocks, one of our major goals. But the costs could be extremely high, and this must be weighed against other priorities for public funding.
- d) Chinatown: The 3rd and 4th Street Plan to be adopted Fall, 2002, will set the framework to accomplish a key piece of our plan—to revitalize and expand the Chinatown component of our neighborhood. The driving force is street improvements, but we need to insure private investment follows.
- e) Housing: Diversity is again a goal. Old Town Lofts is our first experiment in for-sale housing. This type of project should be supported. We call for 500 units of new housing. We have achieved part of this goal.
- f) Marketing Strategy: Need to better market our area.
- g) Street/Public Improvements: We have had success in priority street improvements, but the real success is when Burnside has been reconstructed, and 3rd & 4th plan is accomplished, and we have solid links to the Waterfront. Burnside plan is ongoing. Extension of 6th Avenue past Union Station is passed and will be constructed in late 2002. This will be a vital link to the Pearl District. Pedestrian Crossing is been incorporated in Waterfront Plans. We need to press this issue, as that is long-range plan, and our needs are more immediate. Light Rail was derailed, but is now being reevaluated. Our preferred Irving Diagonal Alignment might conflict with the plans to relocate the Blanchet House.
- h) Public Right of Way: This is being addressed in the Burnside Plan.
- i) Public Safety: Public Restrooms have not been secured. This is a major priority we must revisit. The issues of safety, maintenance, and

funding must be addressed. Public Safety is an ongoing issue that the Neighborhood Association is taking the lead.

- j) Coordination: There has been quite a lot of coordination among the various plans being developed (Burnside Plan, 3rd & 4th, Waterfront, NW Broadway), but we must insure this coordination. The Visions Committee is charged with oversight of implementation of the Development Plan. Since the Vision Committee is outside the normal neighborhood formats, this tends to create more meetings and some confusion as to the roles of Vision vis-à-vis the Neighborhood Association and other groups. This issue is addressed in the beginning of this report.
 - k) Barriers and Edges: Barriers and Edges are being addressed in the various plans. The bridge at The Yards at Union Station has helped access over the train tracks.
 - l) Historical Arts and Cultural Character: Design Guidelines insuring historic preservation is a goal. Economics must play a factor. Vision Committee needs to be part of the solution in finding incentives for property owners to redevelop their holdings that preserve the unique characteristics of the area. The Community Center is an important goal, but we have no consensus as to what it means. We need a broader discussion concerning public art in the community.
 - m) Open Space Opportunities: Access to existing open spaces, i.e. Waterfront Park and the Park Blocks, is perhaps more important than creating new open spaces. Work on an open space plan should be a priority of both the Vision Committee and the Neighborhood Association, and is presently being addressed by a subcommittee. We have not moved on a pedestrian plaza at Third & Ankeny.
 - n) Classical Chinese Garden: Limited upgrading of surrounding properties as taken place. No hotel is being contemplated. The Asian Cultural Center is being accomplished. 3rd & 4th Plan will speed the development of properties.
- 5) Investment Strategies: Included is an update of the chart on page 13 that shows both our goal of investment and actual investment. Significant public and private dollars have been invested in the area. Public funding in the future has challenges, as the recent court challenge to TIF dollars has decreased some funding. The expiration of our Urban Renewal District is in three years. We must be proactive in advocating for public funding for our projects, and compare our goals to the funding priorities of public agencies. From 1999 through 2003, the PDC will have invested \$42,000,000 in our area (see Addendum B). Much of this was in form of low interest loans. But it has been a significant amount, and most has gone to further our goals. Private investment is harder to track. The major projects which included some or all private funding are: McDonald Residence, 5th Avenue Place, 5th Avenue Court Apartments, Union Station Housing, Chinese Classical Garden, Old Town Lofts, Creative

Service Center, the Lush Building, and Pacific House. Many other buildings were improved substantially, including many along the transit mall. All new projects required some type of public funding—still a necessity as building costs and seismic upgrades are more than our market will economically bear. The estimate of private funding for the above and other projects is estimated to be \$75,000,000.

2. Goals of the Vision Committee, and its relationship to the Neighborhood Association:

- a) The committee believes that the Vision Committee has a clear mission in assuring that the goals of the Economic Development plan the Vision Plan are accomplished, that the plans be updated as necessary, and that the Vision Committee can best insure all facets of the community are at the table.
- b) Having both a Vision Committee and a Neighborhood Association is sometimes confusing, especially to our public partners. Yet the rationale of having both groups comes out of our collective histories and a realization of the abilities and perspectives of each group.
- c) Both the Vision Committee and the Neighborhood Association need to coordinate their activities so that we are not being wasteful in our resources. This could mean common meetings on issues, rather than multiple meetings, and an exchange of ideas and responsibilities. This most directly is played out at the Land Use Committee.
- d) The litmus test is that the Vision Committee be made up of many Neighborhood Association members as well as other facets of the community. At present, a large part of Vision is made up of Neighborhood Association members. Our need is to be sure other members of the community feel free to come to the table.

3. Makeup and role of the Joint Land Use Committee:

Land Use decisions of the neighborhood have tended to be a lightning rod or disagreement as to our goals and priorities. Both the Vision Committee and the Neighborhood Association have a vested interest in making sure this body functions well. We have a unique situation in that we have both bodies who need to trust each other and work with each other to further our common goals.

The makeup and charge of various coalitions (NANA, NECON, SNI) and neighborhood associations (Hollywood, Lloyd District, Goose Hollow, Pearl) were looked at as we prepared our recommendations. We propose the following:

- a) The Land Use Committee be made up of six members, three from the Neighborhood Association, and three from the Vision Committee.
- b) The participants be selected based on their knowledge of land use, and their dedication to the neighborhood.
- c) This committee selects their own chair.

- d) In the event there is not sufficient time for broader neighborhood input, the Committee has executive authority to represent both the Neighborhood Association and the Vision Committee.
- e) The Land Use Committee is to concern itself with land use issues, and not broader gentrification and balance issues, which must be addressed by the Neighborhood Association and the Vision Committee at large.
- f) The Land Use Committee shall meet once a month as needed.
- g) Committee meetings are open to all, but only those appointed members will vote on issues.
- h) This policy will be evaluated after a one year period by the Neighborhood Association and the Vision Committee.

4. Ensure that the Vision Committee represents all facets of the Community:

At present, the makeup of those that participate (all meetings are open and the only elected person is the chair) includes most of the facets of the community: Asian, social service, developers, property owners, Neighborhood Association members, and other non-profits. Often we do not have as strong a voice from the Asian community and the night-life venue as we should. We recommend that we do the following:

- a) Identify and recruit members from the community that are not at the table. This should be a joint Vision/Neighborhood Association project.
- b) Communication of what the committee is doing needs to be improved. In the Vision Plan review we say this as a major weakness. A communication committee should be set up to coordinate this effort. The Neighborhood Association is already working on a better communication link to the community.
- c) The Vision Plan and Development plan should be reviewed with the community every other year, to insure we have consensus on what we are doing.

5. Gentrification, Balance, and Development verses Historic Preservation:

During the development of the vision Plan and the Development Plan, we paid homage to the works gentrification—something we did not want—and balance—something we wanted—without really defining what they were or how we would achieve them. We are a neighborhood of diversity. We all agreed we wanted to keep and encourage that diversity. But with diversity comes the potential for conflict of one use over another. Examples would be a vibrant nightlife vs. housing; or property development vs. the ability for non-profits to be able to afford to exist and expand. This potential tension or conflict is not easily dispelled. So how do we address it? The committee recommends that we look at these issues from a holistic approach. What is the outcome that we desire, and how do we get there. Our stated goal is to be “a vibrant, 24 hour mixed use, urban neighborhood, rooted in a rich historical past.” (pg. 2, Development Plan) We should describe the outcome we want: a mixture of daytime, night, and weekend activities which ply upon our strengths—

Saturday Market, Chinese Garden, historic buildings, Chinatown, restaurants, clubs, a mix of housing, and well managed social service providers.

Therefore, our balance is not prescriptive in keeping activities out. Rather, it is prescriptive in demanding that our development plan provide the opportunity for those activities to flourish. It is about what incentives we can provide to be more inclusive. Our activities should be aimed in fulfilling our vision, and encouraging all parts of our community to share in our common goal through development of their own goals.

The economic reality is that wholesale gentrification has not taken place in Old Town/Chinatown. But we must be specific in defining what we want our neighborhood to look like. We must put in place a process that encourages the development we desire. The role of Vision is to decide how best use our limited resources. A primary role is in the determination of the use of public (mainly PDC) funding, and how that funding can entice private investment. We must ensure that all facets of the community participate in the allocation of these limited resources.

We are a very rich neighborhood in history and historic buildings. We must strive to save and enrich these building. We must do this in a proactive way—incentives to restore and reinvigorate the many buildings that are either vacant or underutilized. We need to work with the city, property owners, and with historic preservationists to make sure our treasures do not simple deteriorate because they are not economically viable. Difficult choices need to be made, for in some cases properties are already beyond being economically viable. We need to get our community together to determine how we address such issues. Preservation versus economic growth is another “balance” issue that we must address by agreeing upon what we want, and then deciding how we get there.

Appendix A

DEVELOPMENT

■ DEVELOPMENT POTENTIAL

A block-by-block analysis of Old Town/Chinatown was conducted for development and redevelopment potential. Those blocks that contained improvement values less than the land values based upon the Multnomah County assessed valuations were analyzed with regard to redevelopment potential. Lots where historic buildings or existing services were operating were evaluated for additional development but not considered for new development. A considerable portion of Old Town/Chinatown has potential for redevelopment.

Sites were then considered for housing, commercial, office, parking and open space. It was assumed that housing would be in structures of six stories or less and that parking would be provided in structures to support each of the assumed developments. Based upon this sketch analysis, a total potential of 1,532 housing units, 138,000 s.f. of new retail, 670,600 s.f. of office and a 200 room hotel could be developed requiring 1,663 parking spaces. There is considerable redevelopment potential in the district.

■ HOUSING INVENTORY

A survey of housing type and affordability for the River District (of which Old Town/Chinatown is a part) indicates that Old Town/Chinatown contains a large supply of low-income housing. The current housing inventory in the Old Town/Chinatown District exceeds the River District targets for below 80% of Median Family Income (MFI), but is well below the targets for 81-120% of MFI.

To achieve the vision of housing diversity in the Old Town/Chinatown District, new housing units above eighty percent of MFI need to be developed. To meet the income/housing markets as guided by the River District Plan, over seven hundred additional Low Income Units (below 50% MFI) will need to be developed in portions of the River District Planning Area other than Old Town/Chinatown.

The large number of low-income units historically present in the Old Town/Chinatown District is what enables the River District planning area to match the income patterns of the City at this time. It is therefore an important priority to preserve the low-income housing stock in Old Town/Chinatown.

OLD TOWN/CHINATOWN DEVELOPMENT PLAN HOUSING INVENTORY

Total Surveyed Units

HOUSING TYPE	MFI 0-30%	MFI 31-50%	MFI 51-80%	MFI 81-120%	MFI over 120%	MFI TOTAL	% OF TOTAL
SRO	549	318	107	0	0	974	71.78%
Studio	75	77	71	0	0	223	16.43%
1 Bedroom	0	31	91	19	1	142	10.46%
2 Bedroom	0	0	18	0	0	18	1.33%
3 Bedroom	0	0	0	0	0	0	0.00%
4 Bedroom	0	0	0	0	0	0	0.00%
Total	624	426	287	19	1	1,357	100.00%
% of Total	45.98%	31.39%	21.15%	1.40%	0.07%		

CENTRAL CITY HOUSING INVENTORY

JUNE 2002

Summary of Old Town/Chinatown Inventory

OLD TOWN/CHINATOWN Housing Units By Restriction Type and Sub Area (includes "non-rent" units)

UNIT TYPE & RESTRICTION	TOTAL UNITS	% OF TOTAL UNITS	% OF TOTAL RENTAL UNITS
Unrestricted Market Rentals	800	35.2%	35.2%
Income Restricted Rental	728	32.1%	32.1%
Sec 8/202 (non sr/disabled)	178		
Other (PDC, LIHTC, etc)	550		
Senior/Disabled/Assisted Living Rental	131	5.8%	5.8%
Sec 8/202	77		
Assisted Living/Subsidized	54		
Assisted Living/Market	-		
Mission/Shelter/Transient*	140	6.2%	6.2%
Special Needs/Restricted**	385	17.0%	17.0%
Student Rental Housing	-	0.0%	0.0%
0-80% MFI	-		
Market	-		
Total Rental Units	2,184	96.2%	100.0%
Total Ownership Units	87	3.8%	
Total Units	2,271		

* Includes both rooms and shelter beds (each are counted as a separate unit)

** Includes alcohol & drug free housing, alcohol & drug treatment centers, AIDS housing, youth, corrections, other program restricted

Rental Housing Affordability

OLD TOWN/CHINATOWN All Rental Housing Units** by Median Family Income Includes Section 8, Subsidized, Senior, Student And Other Restricted Occupancy Units

INCOME AFFORDABILITY (MFI)							TOTAL UNITS*
0-30%	31-50%	51-60%	61-80%	81-120%	121-150%	151%+	
429	561	607	150	245	2	-	1,994
21.5%	28.1%	30.4%	7.5%	12.3%	0.1%	0.0%	

*1,995 units surveyed (rent not available for 1 unit)

**This does not include the 189 shelter and special need units that do not collect rent from the tenants.

OLD TOWN/CHINATOWN
Rental Housing Units
by Median Family Income and Restriction

UNIT RESTRICTION	INCOME AFFORDABILITY (MFI)							TOTAL UNITS*
	0-30%	31-50%	51-60%	61-80%	81-120%	121-150%	151%+	
Open Market/Unrestricted	76	154	190	137	240	2	-	799
% of Total Units	3.5%	7.1%	8.7%	6.3%	11.0%	0.1%	0.0%	36.6%
Restricted Rent/Occupancy	353	407	417	13	5	-	-	1,195
% of Total Units	16.2%	18.6%	19.1%	0.6%	0.2%	0.0%	0.0%	54.7%
Non Rent	189	-	-	-	-	-	-	189
% of Total Units	8.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	8.7%
ALL UNITS	618	561	607	150	245	2	-	2,183
% of Total Units	28.3%	25.7%	27.8%	6.9%	11.2%	0.1%	0.0%	

OLD TOWN/CHINATOWN
Recent Ownership Sales
2000-April 2002

PRICE RANGE	# OF SALES	% OF SALES
Less than \$100,000	0	0.00%
\$100,000 - \$119,999	1	2.70%
\$120,000 - \$129,999	0	0.00%
\$120,000 - \$129,999	0	0.00%
\$130,000 - \$139,999	0	0.00%
\$140,000 - \$149,999	1	2.70%
\$150,000 - \$159,999	8	21.62%
\$160,000 - \$169,999	9	24.32%
\$170,000 - \$179,999	5	13.51%
\$180,000 - \$189,999	2	5.41%
\$190,000 - \$199,999	0	0.00%
\$200,000 - \$249,999	7	18.92%
\$250,000 - \$299,999	1	2.70%
\$300,000 - \$349,999	0	0.00%
\$350,000 - \$399,999	1	2.70%
\$400,000 - \$449,999	0	0.00%
\$450,000 - \$499,999	1	2.70%
\$500,000 - \$549,999	1	2.70%
Total Sales*	37	100.00%

*Units for which sales information was available

Appendix B

Summary of Spending on North of Burnside (Fund 320 Downtown Waterfront)						
Project Number	Project Description	Actuals FY98/99	Actuals FY98/00	Actuals FY00/01	Budget FY01/02 Rev 3	Budget FY02/03 Adopted
10025	OT/CT Streetscape Imprv	161,301	242,850	458,051	277,608	594,513
10212	DT Bldg Lighting Program	0	0	15,728	143,375	133,834
10222	RD Gilean St Redev	897,190	8,443	11,738	7,379	0
11077	MFH McDonald Center	205,802	0	0	0	0
11231	Union Station	4,059	6,372	6,132	9,936	0
11233	RD WF Public Site Imprv	611,186	3,796,098	285,442	18,012	0
11234	OT/CT Development Plan	106,185	44,908	0	0	0
11236	OT/CT Housing-Flanders	18,963	1,437,790	3,260,466	681,407	2,085,724
11237	Union Station Prop Mgmt	347,769	102,120	28,602	90,225	77,868
11238	Union Station Hq Phase 3	7,267,694	176,610	381,292	370,000	309,653
11250	Union Station Forecourt	0	0	9,848	175,346	1,309,888
11255	Saturday Market	0	4,193,718	0	0	0
13077	RD Chinatown Comm Ctr	0	10,515	33,590	6,354	12,115
13080	RD Historic Preservation	0	447	248	22,616	0
13084	RD Trailways/PO Block	22,208	40,699	92,739	203,878	283,049
13088	N Downtown Storefront	73,843	26,777	151,220	229,818	0
13110	RD WF Land Acquisition	93,880	784,904	22,947	31,022	127,185
13128	RD Classical Chinese Grdn	974,019	2,039,621	3,218,282	0	0
13140	Billmore Hotel Preserv	0	138	39,372	38,755	728,954
13150	Old Town/CT Arts & Hist	0	0	0	3,147	0
13152	Blanchet House Relocation	0	0	0	29,877	294,415
13153	Historic Inventory Update	0	0	0	1,888	0
13154	MFH - Pacific Tower	0	0	926	1,917,828	3,539,031
25493	Creative Services Center	67,779	280,968	1,961,421	1,604,156	3,104,019
32108	RD WF Rental/Preservation	9,609	167,340	51,288	103,416	4,788
Grand Total		10,961,597	13,356,114	10,009,333	5,968,044	12,605,036

Source: PDC