

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

GOOD NEIGHBOR AGREEMENT

AGREEMENT BETWEEN THE PROVIDENCE PORTLAND MEDICAL CENTER,
THE CENTER NEIGHBORHOOD ASSOCIATION AND THE LAURELHURST
NEIGHBORHOOD ASSOCIATION

This Good Neighbor Agreement (Agreement) is entered into on May 5, 2003 between the Providence Portland Medical Center (hereinafter "PPMC"), the Center Neighborhood Association (hereinafter "CENTER"), and the Laurelhurst Neighborhood Association (hereinafter "LNA"), collectively referred to as the "Parties".

TABLE OF CONTENTS:

- I. Goal Statement
- II. Mutual Agreements by all Parties (LNA, CENTER, and PPMC)
- III. Additional Agreements by PPMC
- IV. Additional Agreements by the Center Neighborhood Association and the Laurelhurst Neighborhood Association
- V. Term of Agreement

I. GOAL STATEMENT:

The primary purpose of the terms of this Agreement is to develop an on-going communication plan between PPMC, CENTER, and LNA throughout the life of PPMC's Conditional Use Masterplan (See Exhibit A, attached hereto and incorporated by reference herein), and to establish the foundation for on-going communication and collaboration among the parties and the community at large. This Agreement:

- A. Is intended to minimize differences between CENTER, LNA and PPMC through the and use process.
- B. Anticipates that communication and problem-solving will take place on an on-going basis. The PPMC, CENTER, and LNA Good Neighbor Agreement Standing Committee (Standing Committee) will serve as the mechanism for this communication and problem-solving among the parties (See Section II below).
- C. Is intended to create a collaborative environment between CENTER, LNA, and PPMC, which will maintain and when possible enhance community livability by promoting sustainable practices. (*Sustainable is defined as investing in a healthy environment, economy and community now and for future generations.*)
- D. Anticipates that the Office of Neighborhood Involvement, Community Residential Siting Program will be available to assist the parties if a conflict cannot be resolved through the Standing Committee process.

II. ALL PARTIES AGREE TO:

- I. Participate in a Good Neighbor Agreement Standing Committee ("Standing Committee"):
 - A. A Standing Committee shall be established and authorized to:
 - i. Evaluate the effectiveness of this Agreement;
 - ii. Maintain open lines of communication between the Center Neighborhood Association, the Laurelhurst Neighborhood Association, the Gitan Arca Business Association, and PPMC;
 - iii. Work collaboratively to improve the livability of the neighborhoods adjoining PPMC.

- 1 iv. Provide a forum to discuss and resolve issues arising from matters
2 identified in this Agreement.
3 v. Maximize accountability from both parties to live up to the terms of this
4 Agreement; and
5 vi. Achieve consensus on decisions and make recommendations that all
6 groups can take back to their respective organizational sponsors for
7 ratification.
- 8 B. Standing Committee Membership:
- 9 i. The Standing Committee shall consist of:
- 10 a. Four representatives from PPAC which will include a representative
11 from the Operations Administrator, the Facilities Manager, the Public
12 Relations Department, and Staff.
13 b. Four representatives from CENTER and LNA which will include a
14 representative from the Laurelhurst Neighborhood Association, the
15 Center-Neighborhood Association, the Glisan Area Business
16 Association, and a Community member at large (from CENTER); and
17 c. One Co-Chair each from CENTER and PPAC.
18 ii. Each group will appoint alternates to participate when the Standing
19 Committee member cannot attend. Alternates are encouraged to attend all
20 meetings as observers.
21 iii. PPAC, CENTER and LNA shall determine how their respective Standing
22 Committee member(s) will be appointed, removed, or substituted in the
23 event the member is unavailable for a meeting.
- 24 C. Standing Committee Meetings:
- 25 i. The Standing Committee shall meet quarterly during the months of
26 February, May, September, and November;
27 ii. The Standing Committee meetings will initially occur at a meeting
28 location at PPAC;
29 iii. The Standing Committee Co-Chairs will be responsible for developing
30 agendas for the meetings;
31 iv. A Standing Committee quorum exists when at least six Standing
32 Committee members, or their alternates, are present;
33 v. Additional Standing Committee Meetings may be scheduled at the
34 discretion of the Co-Chairs in consultation with other Standing Committee
35 Members; and
36 vi. Land use issues may also trigger additional meetings.
- 37 D. Standing Committee Decision-Making:
- 38 i. Standing Committee Decisions will be made by consensus;
39 ii. Consensus is a process of "give and take," of finding common ground and
40 creative solutions to further the purposes of this Agreement in a way that
41 all Standing Committee members can support. Consensus does not mean
42 100% agreement on every part of every issue, but rather support for a
43 decision taken as a whole. This means that a member of the Standing
44 Committee may vote to support a consensus proposal even though they
45 would prefer to have it modified in some manner in order to give it their
46 full support. Consensus is reached if all Standing Committee members
47 support an idea or can say, "I can live with that."

- 1 E. Annual Community Meeting
2 i. FPMC will host an Annual Community Meeting in January;
3 ii. The purpose of this meeting is for the Standing Committee to share with
4 other community members their progress on matters identified in this
5 Agreement.
- 6 F. Standing Committee Work Groups:
7 i. The Standing Committee has the authority to establish sub-committees
8 known as "Work Groups" to focus on specific tasks when needed;
9 Work Groups may include representatives from the larger FPMC,
10 Neighborhood Associations, and Glisan Area Business Association
11 community and may not necessarily be the same representatives who are
12 on the Standing Committee;
13 iii. Work Groups may meet at times other than the regularly scheduled
14 meeting times of the Standing Committee; and
15 iv. Work Groups will report back to the Standing Committee at regularly
16 scheduled Standing Committee Meetings.
- 17 2. Participate in Work Groups of the Standing Committee:
18 A. Participate in a Transportation Work Group that will address such topics as: parking,
19 traffic, and pedestrian safety.
20 i. The Transportation Work Group will be established and have its first
21 meeting by September 15, 2003;
22 ii. The Transportation Work Group will report its recommendations and
23 submit to the Standing Committee by February 2004; and
24 iii. The Transportation Work Group will involve organizations such as Walk
25 America, the Bicycle Transportation Alliance, Tri-Met, and the Portland
26 Office of Transportation's Alternative Transportation Department.
27 B. Goals and Tasks for the Transportation Work Group:
28 i. Commit to reducing auto traffic by encouraging alternative transportation
29 through FPMC's Transportation Demand Management Program;
30 ii. Be a linkage to give input to the Portland Office of Transportation on
31 transportation issues;
32 iii. Work through the Portland Office of Transportation to monitor and
33 maintain an acceptable level of traffic service;
34 iv. Minimize the loss of on-street parking as determined by the Portland
35 Office of Transportation;
36 v. Explore shared parking possibilities at off-peak times;
37 vi. Work collaboratively to address traffic issues in the neighborhoods
38 adjoining FPMC and potential improvements or alternative means that
39 could influence amendments to the Transportation System Plan (TSP)
40 when warranted;
41 vii. Work collaboratively on the Eastside Main Street Study to address traffic
42 issues on NE Glisan Street; and
43 viii. Work collaboratively to specifically address and improve pedestrian
44 crossing safety issues such as what currently exists on NE 49th and Glisan
45 Street.
- 46 3. Communicate and resolve problems:
47 A. Encourage and develop a constructive working relationship;
48
49
50

1 B. Modify and improve upon this Agreement as needed.
2 C. Involve the urban, when possible, on projects (i.e. tree planting, garden seminars,
3 neighborhood events, health and safety workshops, cleanups etc.) and
4 D. Plan events or projects cooperatively which build relationships between residents of
5 CENTER, LNA, and the staff of PPMC, and use the yearly CENTER cleanup
6 (currently held on hospital grounds) as an outreach event for PPMC, CENTER, and
7 LNA activities.
8
9 III. AGREEMENTS BY PROVIDENCE PORTLAND MEDICAL CENTER:
10
11 1. PPMC shall communicate and provide information to neighbors:
12 A. Participate in an on-going communication process with CENTER and LNA (outlined
13 in Section II above) on issues that are the subject of this Agreement;
14 B. Inform CENTER and LNA about proposed changes in land use and other uses of the
15 campus (services, etc.) or contemplated expansions at the conceptual stage of those
16 proposed changes.
17
18 2. PPMC shall address the following development-related activities:
19 A. Provide information during Construction activity:
20 i. Post information on a web site;
21 ii. Send out letters to properties within 400 feet of construction activity;
22 iii. Provide informational postings and updates near the PPMC cafeteria; and
23 iv. Maintain compliance with relevant off-site impact standards as provided
24 in Portland City Code.
25 B. Parking and Traffic:
26 i. Minimize loss of on-street parking as determined by Portland Office of
27 Transportation;
28 ii. Disseminate information about PPMC's 24-hour parking hotline through
29 neighborhood association newsletters on a periodic basis; and
30 iii. Ensure compliance of construction worker parking plans.
31 C. 'No net loss' of retail space on NE Glisan Street:
32 i. No net loss of existing ground floor retail space owned by PPMC along
33 NE Glisan Street, within the PPMC growth boundary, that is occupied for
34 retail use as of the date of this Agreement;
35 ii. No net loss of future ground floor retail space that PPMC purchases in the
36 future along NE Glisan Street, within the PPMC growth boundary, that is
37 occupied for retail use as of the date of PPMC's purchase of that space;
38 iii. Aggressively pursue ground floor retail uses in buildings developed in the
39 future, within the PPMC growth boundary along NE Glisan Street;
40 iv. Develop at least 1,200 net leasable square feet ("NLSF") of new ground
41 floor retail space located in any new building larger than 25,000 NLSF
42 built by PPMC within its growth boundary along NE Glisan Street, to the
43 extent permitted by the underlying zoning. PPMC will work with the
44 Standing Committee and the City to develop policies that will encourage
45 other appropriate retail development opportunities along NE Glisan Street;
46 and
47 v. Recognizing the value of the building located at 4540 NE Glisan Street for
48 retail purposes, PPMC agrees that when the Elder Place Program,
49 currently located in this building, is relocated, PPMC commits to return
50 the space to retail use.

1 D. 'No net loss' of dwelling units.
2 i. No net loss in the number of dwelling units located on property owned by
3 PPMC within its growth boundary, as of the date of this Agreement,
4 except for the house located in the 5200 block of NE Hoyt Street;
5 if the need arises to remove dwelling units owned by PPMC within the
6 growth boundary and opportunities for replacing those dwelling units
7 within the boundary are not feasible, PPMC will replace the removed
8 dwelling units with new dwelling units located within one mile of PPMC's
9 growth boundary, and
10 ii. Use or conversion of multi-family residential dwellings within the PPMC
11 growth boundary as guest housing is not subject to the no net loss policy,
12 so long as the exterior appearance of the dwellings is maintained.
13 E. Address other development issues:
14 i. Provide adequate notice for all demolitions, and allow time to find buyers
15 who will relocate buildings if practical;
16 ii. Consider mixed-use development;
17 iii. Provide parties with a complete application and any supplemental
18 materials not later than when submitted to the City of Portland, Bureau of
19 Developmental Services for land use review;
20 iv. Address regulatory issues (i.e. zoning, street improvements, etc.) that may
21 be a precursor to redevelopment of properties along NE Glisan Street; and
22 v. Promote community health and well-being initiatives to support
23 development of amenities like a community garden and community
24 gathering spaces.
25 F. Address Visual Environmental/Design Issues:
26 i. Use landscape design, architectural design, and complementary building
27 materials on new and expanded buildings to enhance the quality and
28 character of adjacent property and public rights-of-way, excepting I-84
29 and proposed street vacations;
30 ii. Seek alternative design standards within the campus growth boundary to
31 encourage development of a main street environment on NE Glisan Street,
32 currently restricted by underlying zoning;
33 iii. Use practical and sustainable development methods and opportunities; and
34 iv. Design new buildings and open space on campus to holistically balance
35 neighborhood and hospital requirements.
36
37
38 IV. AGREEMENTS BY THE CENTER AND LAURELHURST NEIGHBORHOOD
39 ASSOCIATIONS:
40
41 1. CENTER and LNA shall communicate and provide information to PPMC:
42 A. Participate in an on-going communication process with PPMC (outlined in the
43 Section II above) on issues that are the subject of this Agreement;
44 B. Designate a Community at-large member to participate in the PPMC Facility
45 Redevelopment Steering Committee; and
46 C. Keep PPMC informed of neighborhood goals and plans.
47
48 2. No appeal of the PPMC Conditional Use Masterplan
49 A. The Center Neighborhood Association and Laurelhurst Neighborhood Association
50 agree that they will not appeal the City's decision regarding PPMC's File Number LU
02-120615 CU MS AD.

1 V. **TERM OF AGREEMENT**
2 The term of this Agreement coincides with the term of the Conditional Use Masterplan
3 (File Number LU 02-120615 CU MS AD) unless otherwise agreed to by the parties.
4
5
6
7

8 *Dave Underhill* DAVE UNDERHILL 5/8/15
9 Providence Portland Medical Center: PPMC Administrator

10 *Stanley L. Hutchins* STANLEY L. HUTCHINS
11 CENTER Neighborhood Association: CENTER Chairman

12 *Andrew O. Linehan* Andrew O. Linehan
13 Laurelhurst Neighborhood Association: LNA President