

1 **2012 GOOD NEIGHBOR AGREEMENT (Revised 11/21/11; Fourth Revision 10/29/12)**

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3 **AGREEMENT BETWEEN THE PROVIDENCE PORTLAND MEDICAL CENTER,**
4 **THE NORTH TABOR NEIGHBORHOOD ASSOCIATION AND THE LAURELHURST**
5 **NEIGHBORHOOD ASSOCIATION (2011 Changes)**

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7 This Good Neighbor Agreement (Agreement) is entered into on 11/8, 2012 between the
8 Providence Portland Medical Center (hereinafter "PPMC"), the North Tabor Neighborhood
9 Association (hereinafter "NTNA"), and the Laurelhurst Neighborhood Association (hereinafter
10 "LNA"); collectively referred to as the "Parties".

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19 **I. GOAL STATEMENT:**

20 The primary purpose of this Agreement is to facilitate on-going communication and
21 collaboration between PPMC, NTNA, and LNA throughout the life of PPMC's 2012
22 Conditional Use Masterplan (See Exhibit A, attached hereto and incorporated by
23 reference herein), and to establish the foundation for on-going communication and
24 collaboration among the parties and the community at large. This Agreement:
25 A. Is intended to minimize differences between NTNA, LNA and PPMC through the
26 land use process.
27 B. Anticipates that communication and problem-solving will take place on an on-going
28 basis. The PPMC, NTNA, and LNA Good Neighbor Agreement Standing Committee
29 (Standing Committee) will serve as the mechanism for this communication and
30 problem-solving among the parties (See Section II below).
31 C. Is intended to create a collaborative environment between NTNA, LNA, and PPMC,
32 which will maintain and when possible enhance community livability by promoting
33 sustainable practices. (*"Sustainable" is defined as investing in a healthy environment,*
34 *economy and community now and for future generations*).
35 D. Anticipates that the Office of Neighborhood Involvement, Community Residential
36 Siting Program will be available to assist the parties if a conflict cannot be resolved
37 through the Standing Committee process.

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39 **II. ALL PARTIES AGREE TO:**

- 40
41 **1. Participate in a Good Neighbor Agreement Standing Committee ("Standing**
42 **Committee"):**
43 A. A Standing Committee shall be established and authorized to:
44 i. Evaluate the effectiveness of this Agreement;

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- ii. Maintain open lines of communication between the North Tabor Neighborhood Association, the Laurelhurst Neighborhood Association, and PPMC and, one future business association within the PPMC Growth Boundary chartered by the city of Portland,
- iii. Work collaboratively to improve the livability of the neighborhoods adjoining PPMC;
- iv. Provide a forum to discuss and resolve issues arising from matters identified in this Agreement;
- v. Maintain accountability from the parties to live up to the terms of this Agreement; and
- vi. Achieve consensus on decisions and make recommendations that all groups can take back to their respective organizational sponsors for ratification.

B. Standing Committee Membership:

- i. The Standing Committee shall consist of:
 - a. Four representatives from PPMC, which will include at least representatives from the Administration, the Facilities Manager, the Public Relations Department, and Staff. PPMC shall add a fifth representative when the business association representative is added;
 - b. Two representatives from NTNA, two from the LNA, and one from one future business association within the PPMC Growth Boundary chartered by the City of Portland; and
 - c. One Co-Chair from NTNA or LNA alternate and one from PPMC.
- ii. Each group will appoint alternates to participate when the Standing Committee member cannot attend. Alternates are encouraged to attend all meetings as observers.
- iii. PPMC, NTNA, LNA and one future business association representative shall determine how their respective Standing Committee member(s) will be appointed, removed, or substituted in the event the member is unavailable for a meeting.

C. Standing Committee Meetings:

- i. The Standing Committee shall meet quarterly, or as mutually agreed.
- ii. The Standing Committee meetings shall occur at PPMC unless another site is agreed upon by the parties;
- iii. The Standing Committee Co-Chairs will be responsible for developing agendas for the meetings;
- iv. A Standing Committee quorum exists when at least six Standing Committee members, or their alternates, are present;
- v. Additional Standing Committee Meetings may be scheduled at the discretion of the Co-Chairs in consultation with other Standing Committee Members; and
- vi. Land use and transportation issues may also trigger additional meetings.

D. Standing Committee Decision-Making:

- i. Standing Committee Decisions will be made by consensus;

- 1 ii. Consensus is a process of “give and take,” of finding common ground and
2 creative solutions to further the purposes of this Agreement in a way that
3 all Standing Committee members can support. Consensus does not mean
4 100% agreement on every part of every issue, but rather support for a
5 decision taken as a whole. This means that a member of the Standing
6 Committee may vote to support a consensus proposal even though they
7 would prefer to have it modified in some manner in order to give it their
8 full support. Consensus is reached if all Standing Committee members
9 support an idea, or can say, “I can live with that.”
- 10 E. Annual Community Meeting:
- 11 i. PPMC will host an Annual Community Meeting;
- 12 ii. The purpose of this meeting is for the Standing Committee to share with
13 other community members their progress on matters identified in this
14 Agreement.
- 15 iii. NTNA and LNA shall provide an announcement of the date, time, location
16 and agenda of the Annual Community Meeting in their respective
17 newsletters in order to provide timely notice of the meeting to the
18 neighborhoods.
- 19 F. Standing Committee Work Groups:
- 20 i. The Standing Committee has the authority to establish sub-committees
21 known as “Work Groups” to focus on specific tasks when needed;
- 22 ii. Work Groups may include representatives from the larger PPMC,
23 Neighborhood Associations, and one future business association within
24 the PPMC CUMP growth boundary and may not necessarily be the same
25 representatives who are on the Standing Committee, and others as
26 determined by the Standing Committee;
- 27 iii. Work Groups may meet at times other than the regularly scheduled
28 meeting times of the Standing Committee; and
- 29 iv. Work Groups will report back to the Standing Committee at regularly
30 scheduled Standing Committee Meetings.
- 31 v. A Transportation Work Group (TWG) shall be established.
- 32 (i) The TWG may involve other organizations, such as the Bicycle
33 Transportation Alliance, Tri-Met, Portland Sustainability Institute,
34 and relevant government agencies;
- 35 (ii) The goals and tasks of the TWG shall include but not be limited to:
- 36 a. Commit to reducing vehicle trips to and from PPMC
37 through its Transportation Demand Management Program
38 and other mechanisms;
- 39 b. Work through the Portland Bureau of Transportation to
40 monitor progress toward trip reduction goals and maintain
41 an acceptable level of traffic service;
- 42 c. Explore and implement alternatives to reduce demand for
43 on-street parking and on-campus parking;

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- d. Work collaboratively to address traffic issues on Glisan Street and the neighborhoods adjacent to PPMC;
- e. Work collaboratively to enhance pedestrian safety and encourage greater pedestrian access to PPMC.

2. Communicate and resolve problems:

- A. Encourage and develop a constructive working relationship;
- B. Modify and improve upon this Agreement as needed;
- C. Involve the other, when possible, on projects (i.e. tree planting, garden seminars, neighborhood events, health and safety workshops, cleanups etc.); and
- D. Plan events or projects cooperatively which build relationships between residents of NTNA, LNA, and the staff of PPMC, and use the yearly NTNA cleanup as an outreach event for PPMC, NTNA, and LNA activities.

III. AGREEMENTS BY PROVIDENCE PORTLAND MEDICAL CENTER:

1. PPMC shall communicate and provide information to neighbors:

- A. Participate in an on-going communication process with NTNA and LNA (outlined in Section II, above) on issues that are the subject of this Agreement;
- B. Inform and make every effort to involve NTNA and LNA about proposed changes in land use and other uses of the campus (services, etc.) or contemplated expansions, at the conceptual stage of those proposed changes.

2. PPMC shall address the following development-related activities:

- A. Provide information during Construction activity:
 - i. Post information on a web site;
 - ii. Send out letters to properties within 400 feet of construction activity;
 - iii. Provide informational postings and updates near the PPMC cafeteria; and
 - iv. Maintain compliance with relevant off-site impact standards as provided in Portland City Code.
- B. Parking and Traffic:
 - i. Minimize loss of on-street parking as determined by Portland Bureau of Transportation;
 - ii. Disseminate information about PPMC's 24-hour parking hotline through neighborhood association newsletters on a periodic basis; and
 - iii. Ensure compliance of construction worker parking plans.
- C. No net loss of retail space on NE Glisan Street:
 - i. No net loss of existing ground floor retail space owned by PPMC along NE Glisan Street, within the PPMC growth boundary, that is occupied for retail use after May 7, 2003;
 - ii. No net loss of future ground floor retail space that PPMC purchases along NE Glisan Street, within the PPMC Growth Boundary, that is occupied for retail use after May 7, 2003;

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- iii. Aggressively pursue ground floor retail uses in buildings developed in the future, within the PPMC growth boundary along NE Glisan Street;
 - iv. Develop at least 1,200 net leasable square feet ("NLSF") of new ground floor retail space located in any new building larger than 25,000 NLSF built by PPMC within its growth boundary along NE Glisan Street, to the extent permitted by the underlying zoning. PPMC shall work with the Standing Committee and the City to develop policies that will encourage other appropriate retail development opportunities along NE Glisan Street; and
 - v. Recognizing the value of the building located at 4540 NE Glisan Street for retail purposes, PPMC agrees that when the Elder Place Program, currently located in this building, is relocated, PPMC commits to return the space to retail use.
- D. No net loss of dwelling units:
- i. No net loss in the number of dwelling units located on property owned by PPMC within its growth boundary, after May 7, 2003, except for the house located in the 5200 block of NE Hoyt Street;
 - ii. If the need arises to remove dwelling units owned by PPMC within the growth boundary and opportunities for replacing those dwelling units within the boundary are not feasible, PPMC shall replace the removed dwelling units with new dwelling units located within one mile of PPMC's growth boundary; and
 - iii. Use of or conversion to multi-family residential dwellings within the PPMC growth boundary as guest housing is not subject to the "no net loss" policy, as long as the exterior appearance of the dwellings is maintained.
- E. Address other development issues:
- i. Provide adequate notice for all demolitions, and allow time to find buyers who will relocate buildings if practical;
 - ii. Consider mixed-use development;
 - iii. Provide parties with a complete application and any supplemental materials not later than when submitted to the City of Portland, Bureau of Developmental Services for land use review;
 - iv. Address regulatory issues (i.e. zoning, street improvements, etc.) that may be a precursor to redevelopment of properties along NE Glisan Street; and
 - v. Promote community health and well-being initiatives to support development of amenities like a community garden and community gathering spaces.
- F. Address Visual Environmental/Design Issues:
- i. Use landscape design, architectural design, and complementary building materials on new and expanded buildings to enhance the quality and character of adjacent property and public rights-of-way, excepting 1-84 and proposed street vacations;

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- ii. Seek alternative design standards within the campus growth boundary to encourage development of a main street environment on NE Glisan Street, currently restricted by underlying zoning;
 - iii. Use practical and sustainable development methods and opportunities; and
 - iv. Design objectives for new construction, major renovations, and open space shall balance the needs of PPMC and the adjacent neighborhoods.
- G. The TDMP shall develop and include provisions addressing:
- i. The PPMC Chief Operating Officer ("COO") and his designees on PPMC staff shall be responsible for implementation of the TDMP strategy as described herein and in City of Portland File No. LU 11-183413 CU MS AD (HO 4120006).
 - ii. Sufficient availability of "car-sharing" infrastructure on the PPMC campus and express support of employee use of "car-sharing" services.
 - iii. A comprehensive pedestrian access and safety strategy.
 - iv. A comprehensive strategy whose key consideration is the consistent reduction in single occupancy vehicle ("SOV") trip rates.
 - v. A multi-outlet strategy for publicizing the vehicle trip alternatives to customers, patients and employees throughout the PPMC campus. This strategy shall include at a minimum employee instructions, website development and prominent notice of "alternatives to vehicle access" to customers, patients and visitors.
 - vi. The strategy shall not be contrary to or limited by the approved TDMP measures in City of Portland File No. LU 11-183413 CU MS AD (HO 4120006).

IV. AGREEMENTS BY THE NORTH TABOR AND LAURELHURST NEIGHBORHOOD ASSOCIATIONS:

1. **NTNA and LNA shall communicate and provide information to PPMC:**
- A. Participate in an on-going communication process with PPMC (outlined in the Section II above) on issues that are the subject of this Agreement;
 - B. Designate a Community at-large member to participate in the PPMC Facility Redevelopment Steering Committee; and
 - C. Keep PPMC informed of neighborhood goals and plans.


V. TERM OF AGREEMENT


The term of this Agreement coincides with the term of the 2012 Conditional Use Masterplan (File Number LU 11-183413 CU MS AD) (HO 4120006) unless otherwise agreed to by the parties.

Krista Farnham 11/8/12
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Providence Portland Medical Center:

 10/31/12
North Tabor Neighborhood Association:

 Oct 31, 2012
Laurelhurst Neighborhood Association: