

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6629

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH THE OFFICE
OF MANAGEMENT AND FINANCE AND CARROLL
INVESTMENTS FOR REDEVELOPMENT OF THE 10TH AND
YAMHILL GARAGE LOCATED AT 730 SW TENTH AVENUE**

WHEREAS, various Portland Development Commission (“PDC”) and City of Portland (“City”) studies and plans, including the 2002 Downtown Retail Strategy and the 2004 Park Avenue Vision, recommend a major redevelopment of the 10th and Yamhill SmartPark garage (“Garage”) formerly located in the South Park Blocks Urban Renewal Area (the “South Park Blocks URA”);

WHEREAS, in 2006, the City’s Office of Management and Finance (“OMF”) issued a two-phase Request for Qualifications/Request for Proposals solicitation to determine private sector interest in partnering to redevelop the Garage;

WHEREAS, Carroll Investments was one of four firms submitting a response to the Request for Qualifications and one of two firms submitting a response to the Request for Proposals;

WHEREAS, the solicitation process was ended without selection due to a determination of proposals’ non-responsiveness; however, Carroll Investments’ response was determined to best meet key project goals by proposing to add new office and residential uses to the Garage which would result in a much greater private investment and leverage the public resources earmarked for the project;

WHEREAS, in August 2007, the Portland City Council approved by Ordinance No. 181203 an Intergovernmental Agreement (“IGA”) between OMF and PDC authorizing PDC to lead development agreement negotiations on behalf of the City with Carroll Investments for redevelopment of the Garage;

WHEREAS, in August 2007, the Portland City Council also approved by Ordinance No. 181277 an exemption to the competitive bidding requirement for OMF and PDC to negotiate directly with Carroll Investments for redevelopment of the Garage;

WHEREAS, the approved IGA outlines goals and principles to guide negotiations between PDC, OMF and Carroll Investments for redevelopment of the Garage, including preserving City ownership of the public parking and using public investment to realize maximum public return;

WHEREAS, this action supports redevelopment of a key location in the Park Avenue district and downtown retail core and will result in significant public return including preserved public parking to support businesses and retailers, increased pedestrian activity to improve

street level retail environment, increased downtown housing and job opportunities, and significantly increased tax revenue and leveraged private investment;

WHEREAS, in connection with recent urban renewal area amendments, the boundaries of the South Park Blocks URA were amended, among other things, to remove the Garage from the South Park Blocks URA and the boundaries of the River District URA were amended, among other things, to include the Garage in an expanded River District URA (the "Amended River District").

WHEREAS, the Amended River District subsequently was appealed to the State of Oregon Land Use Board of Appeals (the "Appeal").

WHEREAS, the Amended River District FY 2008-2009 and Forecast Years Adopted Budget currently includes \$8,000,000 for the Garage, subject to PDC budget authority and Board approval ("PDC's Funding"). PDC's Funding shall be contingent upon full and final resolution of the Appeal in favor of the City or PDC's determination, in its sole discretion, that PDC's Funding is available for expenditure in connection with the Garage (collectively, the "Contingencies");

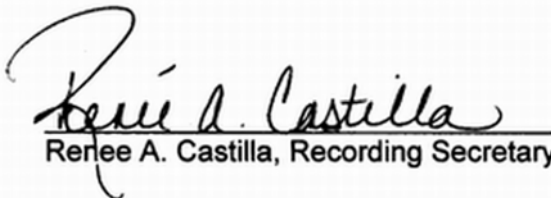
WHEREAS, this action supports the goals and objectives of the Amended River District Plans by redeveloping and augmenting public parking with new housing and commercial development, essential to maintaining a healthy downtown and retail core.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to enter into a Memorandum of Understanding with OMF and Carroll Investments, substantially in the form attached hereto as Exhibit A (the "MOU"), that sets forth the understandings of the parties and shall be the basis for the negotiation of a subsequent Disposition and Development Agreement for the redevelopment of the Garage subject to the Contingencies;

BE IT FURTHER RESOLVED that the Executive Director may approve changes to the MOU, if such changes, in the opinion of the Executive Director and General Counsel, do not materially change PDC's obligations or risks; and

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on August 13, 2008.



Renee A. Castilla, Recording Secretary

MEMORANDUM OF UNDERSTANDING

DATED: August __, 2008 (the “Effective Date”)

BETWEEN: PORTLAND DEVELOPMENT COMMISSION
222 NW Fifth Avenue
Portland, Oregon 97209 (“PDC”)

AND: OFFICE OF MANAGEMENT AND FINANCE
1120 SW Fifth Avenue, Room 1204
Portland, Oregon 97204 (“OMF”)

AND: CARROLL INVESTMENTS LLC
an Oregon limited liability company
1221 SW Tenth Avenue #1101
Portland, OR 97205 (“Developer”)

The City of Portland owns and OMF manages the 10th & Yamhill SmartPark Garage (“Property”) located at 730 SW 10th Avenue (Portland, Oregon) previously within PDC’s South Park Blocks Urban Renewal Area (“URA”). As part of a comprehensive assessment of downtown urban renewal, the Property is proposed for relocation to the River District URA. OMF and PDC (collectively “City”) desire that the Property be redeveloped as a mixed use project – to improve ground floor retail, seismically improve the parking structure, and develop the air space above the parking structure for potential new housing and office/educational/cultural commercial uses – so the Property can serve as a catalyst for area investment and improvement (“Project”). A copy of the preliminary Project Map is attached hereto as Exhibit A. In Portland City Ordinance No. 181203, Portland City Council identified certain Project goals and guidelines (“Goals and Guidelines”). The Goals and Guidelines are attached hereto as Exhibit B.

At the present time, City and Developer envision this Project would include submitting the Property to a condominium form of ownership, creating at least three primary condominium units: 1) ground floor retail (“Parcel 1”); 2) garage parking area to be publicly owned and operated (“Parcel 2”); and 3) some portion of parking under private ownership and new housing and office development (“Parcel 3”). These condominium units would be:

Parcel 1: Approximately 27,000 square feet of quality ground floor retail space to encourage high street activity and to include unique retailers who would draw traffic to the West End of the retail core. Ground floor development to include requisite common elements for 3.

Parcel 2: Public parking structure with structural, aesthetic, and seismic improvements to allow for development of Parcel 3 and to include improved stair and elevator access and façade upgrades consistent with the development program

and design of Parcels 1 and 3. Current SmartPark/public parking spaces to be preserved and maximized to the extent possible.

Parcel 3: Approximately 120,000 square feet of office/educational/cultural commercial space approximately 270,000 square feet of residential use and/or hotel units, and private commercial/residential parking spaces.

The condominium units will serve to allocate ownership, operation and maintenance, and construction cost responsibility between City and Developer (collectively “the Parties”). Consistent with public policies, the Project should qualify for LEED Silver or higher, and Developer would be required to comply with City public contracting requirements. The Parties recognize that plans for the Project will evolve, change or be refined as more information about the Project is developed and assessed.

This Memorandum of Understanding (“MOU”) summarizes the present understandings, expectations and intents of the Parties so that they may work towards successful negotiation of a binding disposition and development agreement (the “DDA”).

NOW, THEREFORE, the Parties state as follows:

AGREEMENT

SECTION 1 NON-BINDING EFFECT OF MOU

This MOU is a statement of the current intent of the Parties and is not a binding legal agreement. The MOU will serve as the framework for negotiations of a DDA. The MOU may not be relied upon as a basis for contract by estoppel or serve as the basis for a claim based on detrimental reliance or any other theory. The Parties should seek their own legal counsel as may be needed for signing this MOU and through further discussion and negotiation related to the Project.

SECTION 2 NEGOTIATION OF A DDA

During the next eighteen months, the Parties will, in good faith, negotiate the terms of the DDA. In those negotiations, each party shall be free, in its respective good faith discretion, to agree or not agree on proposed terms for the DDA. The Parties intend that the DDA would be consistent with this MOU. If additional time is required for negotiations, the Parties may extend the time for such negotiations by mutual agreement. The Parties understand that despite the Parties’ good faith efforts reflected in this MOU, there is a possibility that they would not reach a binding agreement.

SECTION 3 DEVELOPER'S MOU COMMITMENTS

3.1 In General

Because this MOU is non-binding, Developer has no legal obligation. However, as part of its good faith efforts in negotiations with City, Developer would commit to perform the tasks set forth below and understands that it does so at its sole cost and expense. Developer would perform the tasks in accordance with the preliminary project schedule attached hereto as Exhibit C (the "Project Schedule"). As part of its good faith, Developer will provide City with copies of the work product of the tasks outlined in Section 3.2 below, excluding internal memorandums and deliberative papers, but including all reports, correspondence and other materials generated by any third party contractors retained by Developer.

3.2 Developer's Tasks

3.2.1 Title Review

Developer will work with OMF to obtain a preliminary title report for the Property. Developer agrees to analyze the title condition of the Property and to inform PDC of any title exceptions Developer believes must be removed as a pre-condition to redevelopment. The identification by Developer of exceptions to which it objects does not create an obligation on the part of City to remove such exceptions if City is not reasonably able to do so.

3.2.2 Due Diligence Reports

Developer will review any environmental, soil, or building materials reports pertaining to the Project (collectively, the "Due Diligence Materials") that OMF make available to Developer. Developer understands that City makes no representation or warranty of the accuracy of any Due Diligence Materials. Developer will analyze the Due Diligence Materials and advise PDC of any environmental, site, or building conditions at the Property that Developer believes must be remediated or corrected in order to redevelop the Project. Developer may elect to conduct additional due diligence of the Property at its sole cost and expense. Developer will obtain reasonable access to portions of the Property through permits of entry from OMF so that Developer may conduct its own due diligence. Developer understands that a permit of entry requires a permittee to repair any damage to the Property and to indemnify City from third-party liability that results from the permit of entry onto the Property. The identification by Developer of environmental, site or building conditions that it believes must be remediated or corrected does not create an obligation upon City to correct or remediate such conditions if City, in its sole discretion, reasonably determines it is not feasible to do so.

3.2.3 Land Use Application Fees

Developer will review planning and zoning requirements that pertain to the Property including parking permitting requirements and applications (collectively, “Permitting Requirements”), to ascertain the impact of Permitting Requirements on the Project and to determine the extent to which Permitting Requirements can be modified if necessary. Developer understands that it would be responsible to seek changes or variances in existing land use parameters for the Project, including a request for additional height and floor area ratio. Developer would be responsible for costs and fees associated with the Permitting Requirements.

3.2.4 Development of Project Concept and Scope

Based upon Due Diligence Materials and Developer’s due diligence, real estate market analysis, and financing considerations, Developer will refine the Project concept and scope consistent with the Goals and Guidelines. Developer will submit its Project concept and scope refinements to City for its review and approval. The refined Project concept and scope should include at least the following: the location of structures, streets, parking areas and open spaces; proposed uses and the location of such uses; quantities of proposed uses expressed in approximate square footages; affordability of proposed residential uses; design details of proposed building envelopes showing approximate scale and massing of the proposed condominium. Developer understands that the City has a responsibility to conduct outreach to the Project, and that Developer should be able to participate and provide Project concept and scope refinements in City’s public outreach process. Developer understands that it will need to maintain an updated Project Schedule in connection with any Project refinements.

3.2.5 Development Team Roles

Developer would manage the development and construction of the Project utilizing a team of qualified professionals whose duties are typical of industry standards. Its development team members include:

Managing Director: John Carroll
Development Manager: Bill McCrae
Architect: Ankrom Moisan Architects
Legal Counsel: Karen Williams

3.2.6 Development of Project Funding

Developer understands that the refinements to Project concept and scope would involve refined development budget and operating pro formas. Developer understands that it would need to update these pro formas and permit City review of the pro formas. Developer understands that it would be responsible for initiating negotiations to obtain non-tax increment financing development funding sources, including private or institutional funding, alternative middle income homebuyer assistance programs if any, and the City of Portland’s tax abatement program

if available. Developer understands that, at the present time, any Project financial, construction and market feasibility discussed or contemplated by the Parties is preliminary. Thus, Developer understands that the amount, terms and conditions for private funding and/or for City's financial assistance cannot reasonably be determined. Developer understands that the development costs that are likely to be required from Developer, in addition to any Project design and construction costs, would include but may not be limited to: 1) Parcel 1 and Parcel 3 acquisition; 2) condominiumization of Parcel 1 and Parcel 3; and 3) parking fund cash flow remuneration to OMF. Developer understands that the principal development cost areas that may be City's financial responsibility are Parcel 2 improvements (public parking, related infrastructure, and seismic and structural improvements to support the Project and the construction of Parcel 3) (collectively, "SmartPark Improvements") and retail relocation incentives. Costs related to the SmartPark Improvements would be paid by the City or reimbursed to Developer.

SECTION 4 **CITY'S MOU COMMITMENTS**

4.1 **In General**

Because this MOU is non-binding, City has no legal obligation. However, as part of its good faith efforts in negotiations with Developer, City would commit to perform the tasks set forth below and understands that it does so at its sole cost and expense. City believes that it can perform the tasks in accordance with the Project Schedule. Subject to reasonable personnel changes, City staff would include:

PDC Development Manager: Lew Bowers
PDC Project Manager: Lisa Abuaf
PDC Legal Counsel: Lisa Gramp
OMF Project Manager: Dave Logsdon
OMF Legal Counsel: Linda Law

4.2 **City's Tasks**

4.2.1 **Technical Assistance**

City understands that it may be asked to provide technical assistance to Developer so Developer may seek zoning and building permit approval. City does not represent or warrant that zoning and building permits would be approved.

4.2.2 **Development of Project Funding**

City understands that it may be asked to assist Developer in securing public financing for the Project. To the extent that public financing programs are available and the Project meets the guidelines of the public financing programs, City may elect to provide financial assistance to the Project.

As part of evaluating Project funding, City has completed an updated assessment of the anticipated public cost to improve the existing garage and ground floor retail as proposed in City's 2004 study. Whereas the original study showed an estimated \$15 million cost for renovating the garage with no new uses, an updated independent assessment by City shows a cost of closer to \$30 million. This increase reflects the fact that the 2004 design and cost was at a conceptual level and updates the figure to reflect current costs and additional seismic, structural, and façade improvements required for the concept level design.

Subject to City of Portland policy, budget authority and approvals, OMF has reserved a capital investment of up to \$3,500,000 and a major maintenance account with cash availability of approximately \$500,000 per year that may support additional lending or cost reimbursement to the Project. Developer understands any financing for costs that are Developer's responsibility would need to be loaned with minimum risk to City and subject to some form of security or collateral. Subject to PDC budget authority and Board approval, PDC had included \$8,000,000 in the South Park Blocks FY 2007-2008 and Forecast Years Adopted Budget for the Project. The Property is proposed for relocation to the River District URA as part of a broader assessment of urban renewal in downtown Portland. The River District FY 2008-2009 and Forecast Years Adopted Budget includes the \$8,000,000 that was in the South Park Blocks adopted budget. The Parties understand that the principal development cost areas that may be City's financial responsibility are the SmartPark Improvements and retail relocation incentives or obligatory relocation payments.

4.2.3 Retail Relocation

OMF understands that it would have responsibility for existing commercial tenants and leases at Property. If there are retail relocations proposed, OMF would refine estimated relocation schedule and costs to coordinate with the Project Schedule and would include the estimates in the Project funding assessment.

4.2.4 Outreach

City will lead a public outreach process to stakeholders, elected and appointed officials, and the general public. PDC will manage the outreach as outlined in the 2007 10th & Yamhill Garage Redevelopment Public Participation Plan attached hereto as Exhibit D (the "Public Participation Plan"). City outreach activities will include convening a Stakeholder Advisory Committee, providing briefings to the PDC Board and City Council, and conducting a public open house, upon program and design refinement.

4.2.5 Contracting Requirements

City will provide Developer information on contracting requirements, (the “Contracting Requirements”), during Project concept, scope and funding development. The specifics of the Contracting Requirements will be included as terms in the DDA. Contracting Requirements are anticipated to include at least the following: City’s Good Faith Efforts Program; City’s Workforce Training and Hiring Program; PDC’s Construction Wage Policy; EEO certification; liability insurance; Green Building policy; Acquisition of Public Arts (also known as percent for arts); and Business License Law.

SECTION 5 JOINT OBLIGATIONS

5.1 In General

The Parties acknowledge that improvements to the area surrounding the Property are critical to create a positive impact on the surrounding area. In furtherance of such improvements, the Parties understand that they would need to coordinate the Project with other adjacent redevelopment projects, including the Galleria improvements, the Park West development, the construction of Park Block 5, and the Park Avenue streetscape design efforts. The Parties understand that they would have to jointly undertake the following tasks:

5.1.1 Project Team Meetings

The Parties would designate certain individuals in each Party’s project teams to be part of the “Joint Project Team.” The Joint Project Team would meet at least every other week to expeditiously work on negotiation of the DDA.

5.1.2 Development of Project Schedule

The Parties would work together diligently in accordance with the preliminary Project Schedule and in formulating any refinement. On at least a quarterly basis, the Parties will review the Project concept and scope and decide whether and how to move forward. Key points to this decision will include: 1) design and program assessment and level of refinement, including any feedback from Stakeholder Advisory Committee, public open house, and PDC Board and the City Council briefings; and 2) Project financing assessment and determined level of public financial investment. More specifically, key milestones will include:

Interim Parking

Options identified at three (3) months from MOU signing.
Associated costs identified and options evaluated at six (6) months. Preferred mitigation option agreed upon at nine (9) months.

Building Design/Programming	Preliminary programming defined at nine (9) months; programming decisions finalized at twelve (12) months; preliminary design review at fifteen (15) months; 50% drawings at eighteen (18) months.
Private Financing	Preliminary financial commitments at fifteen (15) months; binding financing at eighteen (18) months
Pre-Leasing	Sufficient leasing commitments to satisfy private financiers at fifteen (15) months.
Public Financing	Fiscal Year 2009-2010 budget plan in place for public funding of the Smart Park Improvements and any required relocation costs or incentives for existing tenants, estimated to include carry-forward of currently budgeted amounts and potentially \$18 million in new funding.

All Parties understand that resolution of Interim Parking and Public Financing issues must be made in accordance with the outline above. If these project requirements can not be satisfied within the defined timeframe, the Parties agree to convene and consider formal termination of the Project. The Parties' present discussions contemplate a Project completion by 2012, but an earlier completion is preferred.

5.1.3 Public Outreach

The Parties would need to fully participate in the public outreach process outlined in the Public Participation Plan to keep stakeholders involved and informed during the Project design.

5.1.4 Development of Interim Park Options

The Parties would collaborate to evaluate interim parking options to mitigate loss of parking and potential impact on retailers during Project construction, as referenced above. Assessment would include study of garage's current parking demand and patterns of use; determination of mitigation options; assessment of options based on level of service and cost.

5.1.5 Interim Retail Space Tenanting

The Parties would coordinate to provide a timely response on current Property tenant issues and impacts related to pending redevelopment; to fill vacant Property

ground floor commercial space on an interim basis while taking into consideration Project schedule; and to develop an interim tenancing plan with OMF brokerage consultants including lease length, terms, and potential tenant improvements to align with broader Project goals and schedule.

5.1.6 Development of Project Financing Plan

The Parties would work collaboratively on acceptable funding strategy for the Project with the understanding that the integrity and health of the City's parking fund must be maintained as part of the Project financing plan and that private financing in connection with the Project would be at Developer's discretion. The goal of the Parties is to maximize private and non-TIF public sources for Project financing. The Project's development budget and operating pro formas would include all potential or actual sources of funding. The Parties understand that City has no obligation to provide financial assistance in connection with the Project.

5.1.7 Determination of Value of Land

The Parties will work towards acceptable determination of the value of the Property, and any proposed condominium units. Upon Project scope and concept refinement, PDC would at its costs provide an appraisal of the proposed Parcel 1 and Parcel 3 ("PDC Appraisal"), and/or any other condominium units that may be envisioned for the Project. The PDC Appraisal would reflect a fair use value of Parcel 1 and value of buildable air rights of Parcel 3. The Parties will use the PDC Appraisal in negotiation of an acquisition price that would give consideration to the impact of city policy, limitations and restrictions in the DDA, refined development (including the SmartPark Improvements) and operating pro formas, and market analysis. The Parties understand that any agreeable acquisition price would contribute to City's financial responsibility for SmartPark Improvements. Developer may elect to employ another appraiser to review the PDC Appraisal. If the Parties do not concur with the valuation in the PDC Appraisal, the Parties may employ an independent third appraiser acceptable to each Party to determine the market value based upon the analyses performed by the appraisers for PDC and Developer. The Parties desire that the independent third appraiser's determination of market value would be used for negotiation of the acquisition price as contemplated. Each Party would bear sole responsibility for the costs of its own appraiser and for one-half the costs of the independent appraiser, if used.

5.1.8 Transference of Title

If the Parties later conclude that transfer of some property rights would be necessary for the Project, the Parties will include terms and conditions of the transfer of title and that nature of the transfer in the DDA.

SECTION 6 **GENERAL PROVISIONS**

6.1 **Disposition and Development Agreement**

Any DDA will set forth terms, provisions, rights and performance obligations regarding the Project. The Parties intend to complete negotiations for a DDA in accordance with the Project Schedule as that may be refined. PDC will generate an initial draft of the DDA. Any agreement that would be binding on City will require approval by the Portland City Council via ordinance and approval by the PDC Board of Commissioners via resolution.

6.2 **Negotiations Processes, Principles, and Protocols**

Developer understands that City is a public entity subject to the Oregon Public Records Law, government audit requirements, and public review and oversight. Records of City may be required to be disclose publicly unless exempted. Where Developer desires confidential treatment of written materials during the course of negotiations, it may: (1) make copies available for PDC's inspection only, but not copying; or (2) enclose such materials in an envelope sealed and marked "Confidential" and deliver it to the PDC Office of the General Counsel. City does not guarantee confidentiality. In the event that City may be required to share information considered by Developer to be confidential, City will notify Developer prior to making such information available.

6.3 **Design Review and Approval**

Developer understands that the Project must undergo formal design review and obtain approval from the City of Portland's Bureau of Development Services (BDS), which is deemed an independent governmental authority separate from PDC and OMF for the purposes of this MOU. Developer will allow City's Project team to review the Project design review applications and documents prior to formal or informal submission to BDS. The Parties understand City's Project team will review all aspects of the Project, including site design, exterior design and materials, unit mix and unit size. Developer understands that it will include City in distribution of design documents. Provided that the design documents are agreeable to City and consistent with the Goals and Guidelines, PDC and OMF will support Developer during the design review application and hearing process.

6.4 **Addresses for Contact**

The Parties understand that the following addresses may be used for communication and continuing negotiation:

For PDC: Lisa Abuaf
Project Manager
Portland Development Commission

222 NW Fifth Avenue
Portland, Oregon 97209-3859
Phone: (503) 823-7380
Fax: (503) 865-3602
Email: abuafl@pdc.us

For OMF:

Dave Logsdon
SmartPark Manager
Office of Management and Finance
1120 SW Fifth Avenue, Room 1250
Portland, Oregon 97204
Phone: (503) 823-6958
Fax: (503) 823-5384
Email: dlogsdon@ci.portland.or.us

For Developer:

John Carroll
Managing Director
Carroll Investments LLC
1221 SW Tenth Avenue, Suite 1101
Portland, OR 97205
Phone: (503) 228-6002
Fax: (503) 228-6001
Email: jcarroll@carrollinvestments.com

6.5 DISCLAIMER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR **ANY** LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS NON-BINDING MEMORANDUM OF UNDERSTANDING OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

6.6 Exhibits

The following exhibits are incorporated herein by this reference and made a part of this MOU:

- Exhibit A Project Map
- Exhibit B Project Goals and Guidelines
- Exhibit C Project Schedule
- Exhibit D Public Participation Plan

[Signatures appear on the following page]

On the date indicated below, the Parties execute this MOU and state that it reflects the Parties

present understanding and intentions for the Project.

Developer: CARROLL INVESTMENTS, LLC,
an Oregon limited liability company

By: _____

Its: _____

PDC: PORTLAND DEVELOPMENT COMMISSION

By: Bruce A. Warner
Its: Executive Director

Approved as to form:

PDC Legal Counsel

OMF: OFFICE OF MANAGEMENT AND FINANCE

By:
Its:

Approved as to form:

City Attorney

Project Map



Project Goals and Guidelines

Project Goals

1. Reinforce downtown as the principal commercial, service, cultural and high density housing center.
2. Improve the street level retail façade to enhance downtown's retail vitality, to strengthen existing retail and to promote new retail to create more vibrant street-level activity.
3. Introduce new residential or commercial development to further diversify activity.
4. Provide a better link between the downtown retail and office core to the West End and the Pearl District.
5. Preserve the Garage's parking spaces and revenue to the City, including minimizing revenue loss during construction.
6. Preserve affordable, short-term parking to support downtown business and retail.
7. Provide seismic and functional upgrades to the Garage.
8. Generate maximum new taxes and leverage private financial resources.

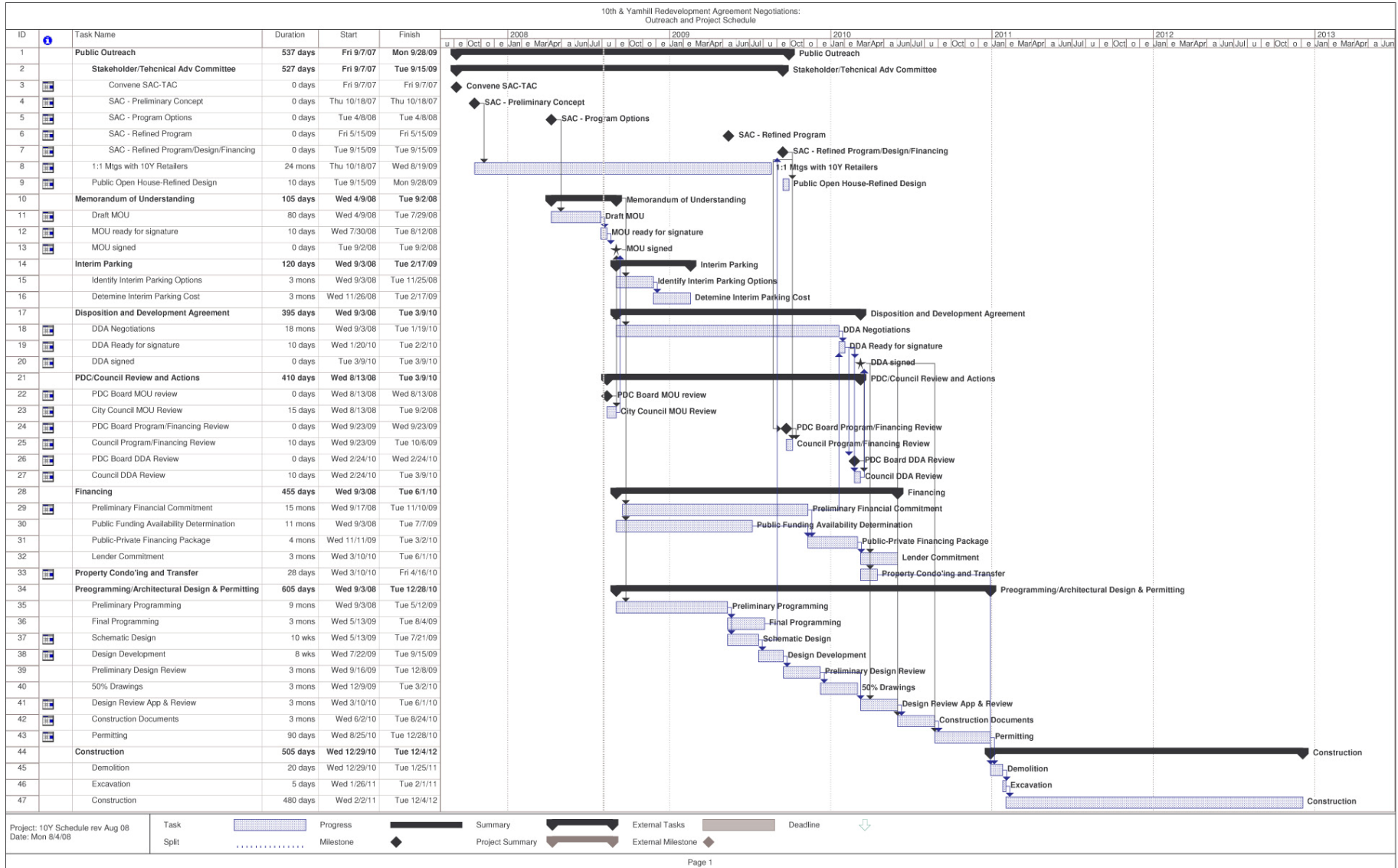
Project Guidelines

1. The parking component of the garage and underlying property should remain in City ownership and be operated under the existing SmartPark garage program.
2. The development proposal must be financially viable, with the least public investment for maximum public benefit.
3. The Project should preserve net revenues the Garage earns for the City's Parking Facilities Fund. Increased property taxes to taxing jurisdictions, including the City, will not be considered as part of net revenue replacement.
4. The Project may include the purchase or lease of developable air rights and the purchase or lease of existing retail areas from the City.
5. The City's preference is for minimal loss of parking spaces available to the public once redevelopment of the property is completed.
6. Revenue loss during construction should also be considered and kept to a minimum. Continued operation of the Garage at some capacity during construction is an important consideration for the City.
7. The Project must be sensitive to surrounding uses during construction and ongoing operational basis.
8. The Project schedule should reflect Project completion by the end of 2010. An earlier completion date is preferred. Redevelopment may be phased.
9. The Project will be required to conform to City and PDC Contracting, Subcontracting and Green Building requirements. Both the City and PDC support and proactively promote opportunities for minority, women and emerging small businesses ("M/W/ESB") and underrepresented workers to participate in contracts and projects sponsored or financed by the City and PDC. In addition to the requirements set forth below, if PDC provides financing or other resources for

the Project, the developer and the Project will be required to comply with the then-current PDC policies addressing the following topics.

- A. Good Faith Efforts Program.
 - B. Workforce Training and Hiring Program.
 - C. Green Building Policy.
10. The developer will be required to participate in community sessions to present its development concept and gather public input. The developer will work with OMF and PDC to coordinate and facilitate public involvement throughout the course of the Project. Outreach will include working with major stakeholder groups (urban renewal advisory committee, neighborhood association, etc.) and various Project committees, including the Downtown Neighborhood Association, Portland Business Alliance, and AIA Urban Design Committee. PDC, in consultation with OMF, may prepare a more detailed public involvement plan related to the Project and, if so, OMF shall cooperate with PDC in the implementation of that plan.

Project Schedule



Public Participation Plan

**10TH & YAMHILL GARAGE
REDEVELOPMENT –
DEVELOPER NEGOTIATIONS**

PUBLIC PARTICIPATION PLAN

Investing in Portland's Future



September 10, 2007

PDC Project Team – Joleen Jensen-Classen, Lew Bowers, Lisa Abuaf

OMF Project Team – Dave Logsdon

Introduction

This public participation plan is a guide for the project team to use to keep members of the community, project stakeholders, and the Portland City Council and Portland Development Commission Board informed and involved regarding full redevelopment of the 10th & Yamhill Garage (Garage).

This plan follows two earlier public participation plans for this property. The first plan, approved in October 2005, outlined public involvement processes for determining design alternatives to improve the retail and Garage only, with no new development. The second plan, approved in October 2006, outlined the public involvement components of a competitive Request for Qualifications/Request for Proposals (RFP) solicitation process to select a development partner for full redevelopment of the Garage, including new tower development. The solicitation process was led by the City of Portland's Office of Management and Finance (OMF), owners of the Garage. The RFP process was canceled without developer selection as all RFP proposals included transfer of Garage parking ownership to the private sector. Subsequent to RFP cancellation, OMF together with the Portland Development Commission (PDC) have been approved by the City Council to move forward with exclusive negotiations with Carroll Investments LLC (Carroll Investments), one of the teams that submitted to the RFP. City Council's authorization is based on due diligence by OMF indicating that Carroll Investments is the sole respondent interested in pursuing a full redevelopment scenario with continued public ownership of the Garage's SmartPark parking.

This plan outlines outreach efforts during PDC and OMF's negotiations with Carroll Investments and refinement of the full redevelopment program, design and financial analysis. The full redevelopment program is anticipated to include improvements to the existing retail and parking uses as well as development of additional housing or commercial uses above the Garage.

This plan was developed following the PDC Public Participation Manual and in coordination with the OMF. The plan is to help ensure that the project meets the needs and expectations of stakeholders, the broader community and works in concert with our bureau partners.

Project description and background

The City of Portland's Garage lends vital support to the downtown retail core by providing short-term parking at affordable rates to customers of nearby retail and restaurant businesses. The seven-story garage has 27,000 square feet of leaseable space at or near ground level and 796 parking spaces on the upper floors. Currently, street-level tenants include The Real Mother Goose, Peterson's on Morrison, and the Bush Garden restaurant. OMF owns and manages all of the City's Smart Park garages, including the Garage at 10th & Yamhill.

Building on the 2001 *Midtown Blocks Report of the Advisory Council of Experts* and the 2002 *Downtown Retail Strategy*, the Bureau of Planning (BOP) identified the Garage in the *Park Avenue Vision* (Vision) as a short-term development opportunity to reinforce ground-floor retail within the Park Avenue District. The goal of the Vision is to create an enhanced and vibrant mix of streets, parks, retail businesses and new residential buildings in the Park Avenue District.

Many adjacent property owners and retailers have indicated that new retail development and private investment in surrounding properties will likely not occur without an upgrade to the Garage. With redevelopment and improvement, the Garage can potentially increase density (housing or office) within the retail core, attract new quality tenants, improve perceptions of public safety, help stimulate private investment of adjacent properties, and contribute to the health of downtown retail overall. Efforts to redevelop the Garage are to be coordinated with concurrent redevelopment projects on three adjacent properties: the Galleria, Park West (under design by TMT development

on Park Block 4), and Park Block 5. The implementation of all four projects will maximize the catalyst effect on private investment, physical improvements, and retail vitality in the Park Avenue District.

From 2004 to 2005, OMF and PDC jointly explored the feasibility of remodeling the Garage's ground floor retail to implement Vision recommendations and address community concerns. As part of these efforts, in summer 2004, PDC contracted with Boora Architects to provide a conceptual study for Garage parking structure improvements. Together with a Stakeholder Advisory Committee and project staff, Boora Architects completed two redesign feasibility studies, including the December 2004 *10th & Yamhill Parking Garage Study* and the subsequent redesign in October 2005. The studies' goals were to improve the retail and pedestrian environment as well as the elevators, stairs, and retail corners and to leverage private investment on adjacent properties.

In 2006, OMF was approached by the private sector with the concept of a full redevelopment of the Garage, to include ground floor retail and Garage improvements as well as additional housing or commercial development above the Garage. Full redevelopment of the Garage fulfills the goals of attracting and retaining quality retail tenants for the ground floor in addition to introducing new housing as called for in the *Downtown Retail Strategy* and the Vision.

Based on this, in March 2006, OMF in partnership with PDC issued a two phase Request for Qualifications/Request for Proposals to solicit interest in and select a developer for full redevelopment of the Garage. OMF received four proposals in response to the Request for Qualifications. Of the four proposing RFQ teams, two selected to submit to the more detailed Request for Proposals phase. Both RFP responses to the City (including by Carroll Investments) were deemed to be unresponsive as both proposed buying the Garage, which was not an included in the solicitation. Subsequent to canceling the RFP, OMF undertook due diligence with developers who had expressed previous interest in redevelopment of the Garage in order to determine whether any were willing to move forward with a proposal which allowed the City to continue to own the parking elements of the Garage. Following Carroll Investments' positive response to such an arrangement, in August 2007, the City Council approved an Intergovernmental Agreement (IGA) between OMF and PDC which authorized PDC to enter into exclusive negotiations with Carroll Investments on behalf of the City.

Step #1: Project description

Project outcomes

The outcomes of this project are to refine the Garage redevelopment program and financial analysis and to develop a Disposition and Development Agreement guided by the following project goals and guidelines:

Housing/Commercial

- New commercial or housing development
- New elevators and utilities and separate entrances for new uses
- New parking, as necessary, to serve new uses and to minimize impact to Smart Park parking

Ground Floor Retail/Garage

- Seismic upgrade to the entire Garage
- Preservation of SmartPark revenue to City
- Minimized impact to SmartPark customer service

- Ground floor retail improvements to retain and attract high quality tenants and improve ground level environment (comparable to those indicated in the retail design studies)
- Master lease or condominium the ground floor retail space once completed

Legal/Binding Policies and Plans

PDC-sponsored plans

1. South Park Blocks Urban Renewal Area Plan (1985)
2. Concept Design: The Midtown Blocks (1999, together with PDOT)
3. Midtown Blocks Planning Study: Report of the Advisory Council of Experts (2001)
4. Downtown Portland Retail Strategy (2002)
5. 10th & Yamhill Parking Garage Study (2004)
6. OMF-PDC Intergovernmental Agreement (2007)

City of Portland-sponsored plans

1. Central City Plan (1988)
2. Park Avenue Vision (2004)
3. OMF-PDC Intergovernmental Agreement (2007)

Budget and Funding

If approved by the PDC Board, PDC will use tax-increment financing to help fund those portions of the Garage redevelopment that support the above listed PDC-sponsored plans. As of August 2007, potential public assistance from PDC to the Garage redevelopment is \$7.5 million in South Park Blocks urban renewal funds. Potential assistance from OMF is \$3.5 million reserved in the Parking Fund capital investment for rehabilitation of the Garage.

Planning and Decision Making Processes

- | | |
|--|------------------------|
| 1. City Council approval of the <i>Park Avenue Vision</i> | September 2004 |
| 2. PDC Commission adoption of the <i>Park Avenue Vision</i> | December 2004 |
| 3. Boora Architects' redesign feasibility study completed | December 2004 |
| 4. Discussion of study with stakeholders, including adjacent property owners, partner agencies, developers, retailers, and brokers | Dec 2004—Spring 2005 |
| 5. Garage Stakeholder Advisory Committee and Technical Advisory Committee convened | June 2005 |
| 6. Design Commission Advisory Review of study improvements | August 2005 |
| 7. Study retail improvements design refined | Fall 2005—Winter 2006 |
| 8. RFQ for full Garage redevelopment | May—June 2006 |
| 9. Stakeholder RFQ/RFP Evaluation Committee convened | June 2006 |
| 10. RFQ selection | August 2006 |
| 11. RFP for Garage redevelopment | Dec 2006—March 2007 |
| 12. RFP cancellation | March 2007 |
| 13. Subsequent OMF outreach to interested developers | March—August 2007 |
| 14. City Council approval of OMF-PDC IGA | August 2007 |
| 15. Disposition & Development Agreement negotiations with Carroll Investments | Fall 2007- Summer 2008 |
| 16. City Council and PDC Commission review for approval of Development Agreement | Summer 2008 |

Geographic Area

The Garage is bounded by SW Yamhill and Morrison Streets and SW Park and 10th Avenues, and is within the Park Avenue District and Downtown retail core as well as the South Park Blocks Urban Renewal Area.

Previous Public Participation Activities

- The *Park Avenue Vision* was approved at public hearings by City Council and the PDC Commission in 2004. Copies of Planning and Strategy reports pertaining to the Midtown Park Blocks and Park Avenue District were posted to PDC's web site.
- In September 2004, PDC created a "working group" to consult on all issues related to the remodel of the garage. Together, PDC and OMF (then the Bureau of General Services) determined prospective members—largely tenants, brokers, and surrounding property and business owners. PDC and OMF then contacted and met with the stakeholders to gather feedback on Garage redevelopment options.
- In late 2004, PDC posted the *10th & Yamhill Parking Garage Study* to the 10th & Yamhill project web site.
- From 2004 through early 2005, PDC staff held informal meetings with property owners, brokers, tenants, businesses adjacent to the Garage, and City representatives to provide an update on the remodel and listen to any concerns.
- Staff presented the project to the Downtown Neighborhood Association in April 2005.
- In June 2005, stakeholder involvement was formalized by convening a Stakeholder Advisory Committee (SAC), with many "Working Group" members, and a Technical Advisory Committee.
- In August 2005, the *10th & Yamhill Parking Garage Study* design for Garage and ground floor retail improvements was presented to the Design Commission at a Design Advice Request. Design Commission feedback guided subsequent refinement to the design.
- The subsequent redesign, completed in October 2005, was approved by the SAC as the preferred retail improvement design.
- PDC sponsored a Retailer Forum to gather insight from regional retail business owners and met with restaurateurs to test the marketability of the proposed retail and tenant improvements.
- In April 2006, PDC and OMF met with the Stakeholder Advisory Committee to review and receive feedback on the decision to issue an RFQ and RFP for full Garage redevelopment.
- In June 2006, a team of citywide and area stakeholders as well as technical experts was convened to review and evaluate the RFQ and RFP proposals.
- In August 2006, PDC provided an update on the 10th and Yamhill project at a 3 Downtown Parks Open House held in Pioneer Square.
- In March 2007, OMF together with PDC convened a Stakeholder Evaluation Committee to review and provide recommendation on the RFQ proposals submitted. The evaluation committee included representatives from the neighborhood association, architectural/engineering/development community, and City-at-large stakeholders.
- Since spring 2007, PDC has provided project updates to the Downtown Neighborhood Association (DNA) at their monthly meetings.
- In August 2007, OMF and PDC jointly presented the IGA before City Council for their consideration for approval. Testimony at the hearing included neighborhood and adjacent property owner and retailer representation.

Internal and external resources needed

Entity

OMF

Tri-Met

Resources

Financial, City Council presentation and outreach partnership

Station coordination, financial (tentative, if improvements to station are required)

Portland Department of
 Transportation (PDOT)

Streetcar and right-of-way coordination

Bureau of Planning (BOP)

Urban design review and input

Bureau of Development Services (BDS) Design Advice/Review

INTERNAL WORKSHEET: Assessment Worksheet

The 10th & Yamhill Garage project team addressed each of the questions below and assigned a corresponding rating. This assessment provides a consistent way for PDC Board and staff to gain a general sense of the level of public concern and interest in the project. The results of the assessment also provide a guide for the project team to recommend a level of public participation that is appropriate for the level of public interest and scale and scope of the project.

Assessment Questions	Very low (1)	Low (2)	Moderate (3)	High (4)	Very High (5)
1. What is the level of anticipated controversy, opportunity, conflict or concern on this or related issues?				X	
2. How significant are the potential impacts to the public?					X
3. How much do the major stakeholders care about this issue?				X	
4. What degree of involvement does the public appear to desire?			X		
5. What is the potential for public impact on the potential decision or project?				X	
6. How significant are the possible benefits of involving the public?				X	
7. How serious are the potential ramifications of NOT involving the public?				X	
8. What levels of public participation does the Commission and/or directors desire or expect?				X	
9. What is the possibility that the media will become interested?				X	
10. What is the probable level of difficulty in solving the problems or advancing the project?					X
Count number of checks in each column	0	0	1	7	1
Multiply number of checks by the weight	X1	X2	X3	X4	X5
Enter column score	0	0	2	28	10
Add total of all five columns	40.0				
Divide total score by number of questions	40.0/10				
Average score -(Desired Level of Public Participation Spectrum)	*4.00 = Public Involvement				

Step #2: Determine Level of Public Participation

The average score from the assessment worksheet is **4.00**. At the “Collaborate” level, two-way communication is imperative to ensure stakeholders’ issues and concerns are consistently understood and considered. PDC and OMF’s public participation efforts will be four-fold: 1) collaborate between PDC and OMF to ensure maintained support from the PDC Board and City

Council; 2) reconvene a Stakeholder Advisory Committee to review the proposed refined development program and provide feedback; 3) solicit review and comment from the Stakeholder Advisory Committee and the general public at an open house; and 4) provide feedback to decision makers on how public input influenced decision-making.

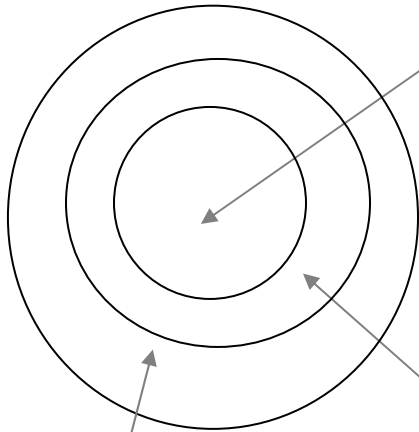
<i>Increasing Level of Public Participation</i>			
Inform (1-1.9)	Solicit Input / Consult (2-2.9)	Involve (3-3.9)	Collaborate (4-4.9)
<u>One-way communication</u> between PDC and the public to provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions.	Seek public feedback on a proposal, analysis or alternatives. Requires a response from the public, but limited opportunity for public dialogue.	Work directly with the public throughout the process to ensure that issues and concerns are consistently understood and considered. Includes elements of public information and outreach, but adds a third dimension of <u>two-way communication</u> .	To collaborate with the public on some or all aspects of the decision including the development of alternatives and the identification of the preferred solution.
Promise to the Public			
We will keep stakeholders informed	We will keep stakeholders informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with stakeholders to ensure that their concerns and issues are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to stakeholders for direct advice and innovation in formulating solutions and incorporate their advice and recommendations into the decisions to the maximum extent possible.
Example of Tools to use			
<ul style="list-style-type: none"> ✓ Fact sheets ✓ Press Releases ✓ Web site 	<ul style="list-style-type: none"> ✓ Public Meetings ✓ Comment Cards ✓ Surveys 	<ul style="list-style-type: none"> ✓ Workshops ✓ Design Charrettes ✓ Citizen Advisory Committees 	<ul style="list-style-type: none"> ✓ Working Group ✓ Joint Venture

Step #3: Identify Public Participation Goals

- | Level | Goal |
|----------------|---|
| 1. Inform | Present refined program and design to stakeholders and the public. |
| 2. Inform | Provide project updates through community organizations, stakeholder and media outlets. |
| 3. Input | Maintain communication regarding the project goals, processes, and timeline to inform the public and solicit input from property owners, brokers, retailers, and tenants so that they understand that the project will 1) meet previous commitments to renovate the garage and 2) listen to any concerns and respond appropriately. |
| 4. Involve | Solicit feedback from the Stakeholder Advisory Committee and Technical Advisory Committee. Solicit feedback, approval and authorization from the PDC Board and City Council, as necessary, during the negotiations and Development Agreement processes. |
| 5. Collaborate | Collaborate with OMF, City Council and the PDC Board during negotiations and the Development Agreement review process. |

Step #4: Identify Stakeholders and Strategic Partners

The Core Team identified project stakeholders under the following categories.



✓ **Stakeholders in the bull's eye** will be the audiences that PDC and OMF will communicate with most frequently and, if appropriate, seek input from or involve in the RFQ and RFP solicitation processes.

- *Stakeholder Advisory Committee; City Council; PDC Board; Portland Business Alliance (PBA); Downtown Neighborhood Association (DNA); BOP; TriMet; PDOT*

✓ The **second stakeholder category** includes other citizens active in the city's established neighborhoods as well as business stakeholders. PDC will keep these stakeholders

regularly informed.

- *Adjacent businesses and property owners; Nordstroms; TMT Development; Garage tenants (Bush Gardens, The Real Mother Goose, Peterson's); Property and business owners in the larger Park Avenue District; BDS and Design Commission; AIA*

✓ The **third category of stakeholders** will extend to the general downtown community and the public at large who will need to be kept informed about the project at major milestones. The media, including radio, television and print, will be very useful in keeping the public informed.

- *Multnomah County Library (Central Library) patrons; ADA advocates (transportation access); Pioneer Courthouse Square; Parks Bureau; Light rail, streetcar, and bus transit riders; Media (DJC, The Oregonian, Portland Business Journal, Portland Tribune)*

Step #5: Identify Public Participation Tools

The project team selected public participation tools to facilitate public information, input and involvement for this project. The tools will be scheduled for implementation during all phases of the project. The table below identifies the selected tools, along with a brief description of each tool and its level of participation. (Note: Public Participation Assessment = 4.00).

Tool		Description	Level of Participation
Keep public informed and updated			
1. Newsletter/ Fact sheets	✓	Update the project fact sheet and post to website to keep project stakeholders informed	Inform
2. Website	✓	Update project web site, hosted on PDC web site, to inform the public about the project and to receive input	Inform, input
3. Press releases	✓	Press releases will be used to inform the public about key events: IGA approval, open house(s)	Inform
Stakeholder Involvement			
1. Stakeholder Advisory Committee	✓	Stakeholder Advisory Committee to provide feedback and comment on the refined development program and design. To include representation from the following stakeholders: <ul style="list-style-type: none"> • Downtown Neighborhood Association • Downtown Retail Council (PBA) • Adjacent Property Owners • Garage and Adjacent Retailers • Bicycle Transportation Alliance • Garage user • Public Arts 	Inform, involve
2. Technical Advisory Committee	✓	Meet to solicit feedback and input and to ensure coordination between Garage redevelopment and related transportation and planning components. Current technical group includes: Core Members <ul style="list-style-type: none"> • Portland Development Commission • Office of Management and Finance • TriMet Extended Team <ul style="list-style-type: none"> • BOP • BDS • PDOT 	Inform, involve
3. Public Open House	✓	PDC, OMF and Carroll Investments to host an open house to provide the general public information on the refined project program and design.	Inform, input
4. Neighborhood and Business association	✓	Carroll Investments to present and solicit feedback from the Downtown Neighborhood Association and Portland Business Alliance at association meetings.	Inform, involve

Tool		Description	Level of Participation
Intergovernmental and Development Agreement approvals			
1. Presentations to PDC Board	✓	Provide regular updates about the project to the PDC Board and request approval at all appropriate key stages, including at Development Agreement and financial commitment.	Inform, involve, collaborate
2. Presentations to City Council	✓	Provide regular updates about the project to the City Council and request approval at all appropriate key stages, including at Development Agreement and financial commitment.	Inform, involve, collaborate
Post Development Agreement			
1. Design Advice/ Review	✓	Present refined design at Design Commission sessions to receive advice and approval of final program design	Inform, involve

Step 6, 7 and 8: Project Schedule, Staff Roles and Responsibilities

Timeline	Tool	Goal					Level of Participation				Stakeholders Group(s)	Resources		
		1	2	3	4	5	Inform	Input	Involve	Collaborate		External	Internal	
KEEP PUBLIC INFORMED AND UPDATED														
August 2007	*Updated Fact Sheet	✓	✓				✓				General Public		PDC/OMF	
August 2007	*Press release regarding IGA approval	✓	✓				✓				General Public	Media Outlets	PDC/OMF Public Affairs	
August 2007-ongoing	*Update website	✓	✓	✓			✓	✓			General Public		PDC Public Affairs	
STAKEHOLDER INVOLVEMENT														
August 2007-ongoing	* Stakeholder Advisory Committee (SAC)	✓	✓	✓	✓		✓	✓	✓		DNA, PBA, Adjacent Property Owners/Retailers, RACC		PDC/OMF	
August 2007-ongoing	*Technical Advisory Committee (TAC)		✓	✓	✓		✓	✓	✓		OMF, PDC, TriMet, BOP, BDS, PDOT		PDC/OMF	
Fall 2007-Spring 2008	*1:1 mtgs with Garage tenants	✓	✓	✓			✓	✓			The Real Mother Goose, Peterson's, Bush Garden		OMF	
Spring 2008	* Public Open House		✓	✓	✓		✓	✓			General public		PDC/OMF/ Carroll Investments	
APPROVAL OF AGREEMENTS														
August 2007	*City Council IGA action				✓	✓			✓	✓	City Council		OMF	
Fall 2007	*PDC Board status briefing		✓		✓	✓	✓		✓	✓	PDC Board		PDC	

Timeline	Tool	Goal					Level of Participation				Stakeholders Group(s)	Resources	
		1	2	3	4	5	Inform	Input	Involve	Collaborate		External	Internal
APPROVAL OF AGREEMENTS (CONT.)													
Spring 2008	* City Council/PDC Board briefing on refined program/design (1:1 or presentations)				✓	✓			✓	✓	PDC Board, City Council		PDC/OMF/ Carroll Investments
Summer 2008	* City Council/PDC Board review of Development Agreement for approval				✓	✓			✓	✓	PDC Board, City Council		PDC/OMF/ Carroll Investments
POST DEVELOPMENT AGREEMENT													
Summer – Fall 2008	*Presentation of program/design to Design Commission	✓		✓			✓	✓			Design Commission, general public		Carroll Investments

Step 9: Feedback Loop

Stakeholder input will be disseminated to the PDC Board and the public using the tools listed below. In all cases where stakeholder input is solicited, the project team will clearly explain, up front, how input will be used to by decision-makers to select a development team.

TOOL	FEEDBACK	
	Feedback to OMF/City Council and PDC/Commission	Feedback to Public
1) Stakeholder Advisory Committee input on program/design	- Comments to OMF and PDC staff - Comments conveyed to City Council/ PDC Board at briefings	- Updated project fact sheet reflecting comments
2) Open House to present refined design	- Comments to OMF and PDC staff - Comments conveyed to City Council/ PDC Board at briefings	- Presentation materials and comments to be posted to website
3) Website	- Summarize web posting feedback, as necessary	- Public Participation website page to include: <ul style="list-style-type: none"> • SAC meetings • General Comments

Step 10: Evaluation

Tool to be Evaluated	How	Who Evaluates	PDC Staff
1. Stakeholder Advisory Committee	<ul style="list-style-type: none"> • Evaluation Discussion 	Committee members discuss process at final meeting prior to Development Agreement review for approval.	Staff debrief their perceptions and experiences
2. Project Fact Sheet	<ul style="list-style-type: none"> • Staff debriefing 	OMF and PDC Staff	Staff debrief to discuss response from public regarding stakeholder consensus/satisfaction with project efforts
3. Press Releases	<ul style="list-style-type: none"> • Staff debriefing 	OMF and PDC Staff	Staff debrief to discuss quantity and quality of media coverage

Team Contacts

Organization/Department	Name	Phone	Email
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OMF	Dave Logsdon	503-823-6958	dlogsdon@ci.portland.or.us

10th & Yamhill Parking Garage Redevelopment – Developer Negotiations Public Participation Plan

APPROVAL:

_____ Date _____
John Jackley
Public Affairs Director
Portland Development Commission

CONCURRENCE:

_____ Date _____
Bruce A. Warner
Executive Director
Portland Development Commission

PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6629

TITLE: AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE OFFICE OF MANAGEMENT AND FINANCE AND CARROLL INVESTMENTS FOR REDEVELOPMENT OF THE 10TH AND YAMHILL GARAGE LOCATED AT 730 SW TENTH AVENUE


Adopted by the Portland Development Commission on August 13, 2008.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Charles Wilhoite, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bertha Ferrán	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

Certification

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.


Renee A. Castilla, Recording Secretary

Date: August 20, 2008