Portland Development Commission
Martin Luther King Jr. Blvd. South Commercial Site - FAQs
October 13, 2014

1. *What is the MLK Alberta project?*
    Majestic Realty with Colas Construction as the prime contractor will develop an urban retail shopping center consisting of approximately 20,000 sq. ft. of leasable area in two separate buildings to include Natural Grocers as the anchor tenant and commercial retail lease space for between four and ten businesses in the second building, along with approximately 100 parking spaces.
    - *This site has some unique constraints, including a public easement (which cannot be built upon) that runs through the middle from north to south, and limits the size of any future building footprint.*
    - *Additional density would require structured parking and will add to total project cost.*

Acommercial grocery store has been identified as the optimum anchor tenant by multiple planning efforts, including the Albina Community Plan, and fourteen years of public process. This development will support existing Vanport Square businesses and addadditional foot traffic and vitality along this important section of Martin Luther King, Jr. Blvd. as well as activating a long-vacant plot of land.

2. What is a Community Benefits Agreement (CBA)?
    A Community Benefits Agreement, in general, refers to a varied range of technical, legal, and procedural arrangements designed to ensure that affected local communities share in the benefits of major development projects and have a voice in shaping those projects. The MLK Alberta CBA will focus on how to create opportunities for local workers and community members. The MLK Alberta CBA will grow from established parameters including:

    > *i) The project is moving forward with the development team of Majestic Realty and Colas Construction*
    > *iii) prevailing wages will be paid on construction jobs*
    > *iv) PDC's equity policy will apply providing clear objectives on minority subcontracting and workforce during construction*
    > *v) At least 50% of the additional commercial space will be tenanted by local small businesses.*

    Other substantive elements and implementation details of the CBA, including enforcement and monitoring, will be worked out through the CBA Subgroup process.

3. What is the difference between a CBA and a Good Neighbor Agreement?
    A Good Neighbor Agreement (GNA) addresses issues that directly and primarily affect the immediate neighbors of a project, such as traffic, noise, design, and hours of operation. A community benefit agreement is typically broader in scope and addresses issues such as women and minority participation in project construction, tenanting, and access to hiring opportunities. The Design Subgroup will take on GNA issue.

4. What is a Disposition and Development Agreement (DDA)?

In this case the Disposition and Development Agreement (DDA) will be the legal document between PDC and the Developer that outlines conditions and requirements to be met before the property is transferred to the Developer and outlines the terms of the transfer.

5. What is the relationship between a CBA and DDA?
Elements of the CBA that are deemed appropriate to be enforceable and/or monitored by PDC may be included in the DDA as part of the agreement to transfer ownership of the property to the developer. Not every element of a CBA may be suitable for inclusion in the DDA.

6. How is 'community' being defined for this process?
This is a flexible definition, and will be informed by the CBA Subgroup discussions.

7. Will the CBA be a legally enforceable document?
In general, a CBA is not a legally enforceable document. However some elements developed in this process may appropriately fit within the DDA which is a legally enforceable document (see Q&A #5 above). In that case, those elements of the CBA included in the DDA, would be legally enforceable. If parts of the CBA are not enforceable but considered aspirational or requiring good-faith efforts, the CBA Subgroup will discuss how to define those efforts.

8. Who will enforce / monitor the CBA?
This has not yet been determined. Determining a collaborative process to monitor and evaluate the implementation of the CBA, including reporting publicly on progress and outcomes will be part of the work of the CBA Subgroup.

9. Who will be parties to the CBA?
For now, we expect parties to be: PDC, Majestic Realty, Colas Construction, Natural Grocers, and the community represented by PWG members.

10. What is PDC's role in the PWG?
PDC's role in this process is to:
   - *Staff the PWG process (this means we'll send out meeting materials and meeting summaries) and be responsive to requests for information;*
   - *Coordinate with City Bureaus as needed for technical assistance;*
   - *Use our influence, skill, and resources to help the community and the development team arrive at a satisfactory agreement;*
   - *Ensure that all appropriate elements of the CBA are represented in the DDA;*
   - *Work with the PWG to establish an ongoing collaborative process to monitor and evaluate the implementation of the CBA and to report publicly on progress and outcomes.*

11. Will the Developer and Anchor Tenant attend the PWG meetings?

We expect all parties to the agreements and all PWG members to attend and participate in all the meetings. . The Developer, Anchor Tenant, Architect, Construction Contractor, and PDC leadership have all committed to attending and participating in the PWG and subgroup meetings. Within reason, there may be some occasions where a representative with limited decision-making authority stands in for the Principal / Lead Executive.

12. What is the expected outcome of the PWG process?
    The two primary goals of the PWG are:
    a) *To provide input on building and site design – which could include aspects such as building and site design issues, access, noise/lighting, pedestrian safety and aesthetics; and*
    b) *To help develop a Community Benefits Agreement (CBA) – focused on how to create opportunities for local workers and community members.*

13. What are the next steps after the PWG meetings end?
    At the completion of the Design Subgroup, the Developer Team will move the project through the City permitting process. At the completion of the CBA Subgroup, PDC will work closely with the Developer Team and community partners to draft the CBA to be signed by all parties. The CBA will be presented to the PDC Board in late January along with the final DDA.

14. What elements of design will the Design Subgroup have input on? What areas are regulated by the City?
    The Developer Team has put together a table of design elements and level of influence for each – no influence, guided by City requirements; previously agreed on with the former PWG; and areas of potential influence. The table will be shared at the first Design Subgroup meeting.

15. What elements of a CBA are already committed to through standing policies?
    See #2 above; a matrix of existing policies, such as PDC's Equity Policy, will be shared in the CBA workgroup process.

16. Will a traffic study be completed as part of the development process? When was the last traffic study completed in this area?
    A traffic study is not required for this development. PBOT gathered traffic data in this area in 2007.

17. Will recommendations by the PWG be considered through an 'equity lens'?
    Yes. The CBA provides an opportunity to discuss and define "who benefits?" from this project and to ensure that impacts and opportunities for specific demographic populations and communities are explicitly discussed and addressed.

    PDC uses an equity lens to evaluate whether or not to undertake new potential projects in key commercial corridors in the neighborhood urban renewal areas. This equity lens was developed and approved by the Neighborhood Economic Development Leadership Group and ensures that potential

projects prioritize people and communities of color, lower-income people and communities, and traditionally underserved areas such as East Portland.

18. Are PWG members expected to proactively seek input from their represented group (i.e. area small businesses, neighborhood associations, neighbors) / other stakeholders to bring to the discussion and disseminate the meeting outcomes as well?
    Yes.

19. If I can't attend a meeting how can I find out what was discussed and what decisions were made?
    A summary of the previous meeting will be available on the PDC website at www.pdc.us/mlkalberta before the next meeting. You can also talk with fellow PWG members or PDC Senior Project Manager Susan Kuhn, at 503-823-3406 or kuhns@pdc.us

20. If PWG members miss a meeting, will they be able to provide input after the meeting that will be considered before the group makes a final decision?
    All of the PWG members understand that serving on the committee is very important and, given the relatively tight timeline, they have been asked to make every effort to attend the meetings. If PWG members are not able to attend, members have the following options:
    a) *Designated an alternate to the PWG for times when you cannot attend, you and the alternate are responsible for keeping each other up-to-date on outcomes and issues*. **Alternates should be named by October 9.**
    b) *Talk with other Subgroup members for updates and/or to share your viewpoints.*
    c) *Contact Susan Kuhn, PDC, 503-823-3406 or kuhns@pdc.us if you are not able to attend a meeting and want to weigh-in on an issue.*

21. Can I change subgroups?
    No. Continuity in subgroup discussions is critical. The PWG has a condensed timeline to support the development schedule to break ground in spring 2015.

22. Will there be community outreach beyond the PWG process?
    There is no other formal community outreach currently envisioned beyond the PWG process. Representatives on the PWG should discuss any specific recommendations with Susan Kuhn, PDC, 503-823-3406 or kuhns@pdc.us.

23. If someone from the media contacts me about this process and what should I do?
    Each Subgroup has the option of appointing a media contact. Facilitators will be diligent in ending each meeting with clarity on meeting accomplishments and next steps so that anyone can be prepared to answer questions, whether from the media or community members. Please remember that all of the PWG meetings are public meetings and we anticipate regular attendance and coverage by an array of media outlets. If you are not comfortable talking with the media, please

direct the media to contact PDC's public affairs manager, Shawn Uhlman, 503-823-7994 or uhlmans@pdc.us.

24. Will meeting notes, agendas and other information be emailed between / in advance of meetings?
Yes. We will do our best to email information out as early as one week before the next meeting.

25. Will additional housing be included in this phase of development?
As noted in Q&A #2 above, this is a commercial development project and does not include housing. PDC is providing an additional $20 million to affordable housing in the Interstate Corridor Urban Renewal Area through the Portland Housing Bureau. There is an extensive public process currently underway with the Portland Housing Bureau and the community regarding the best uses of those resources. For additional information, please go to https://www.portlandoregon.gov/phb/65193.

26. How does the PWG timeline fit with the developer's timeline?
The timelines are in accordance; the PWG timeline is driven by the developer's timeline.

27. What is the timeline to transfer the property to Majestic Realty?
PDC will transfer the property when the purchasing agreement has been executed and all requirements have been met, including design review and permitting. We anticipate this process will take place winter 2015, with groundbreaking one to three months after the property transfer, likely spring 2015.

28. What is the plan for the house on Sumner that is owned by PDC?
The house will remain intact.

29. If I have additional questions, who should I contact?
Susan Kuhn, PDC, 503-823-3406 or kuhns@pdc.us