UPDATE INFORMATION

Vols. I & II – Portland City Code

March 31, 2022 – Quarterly Update

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Contact the Auditor's Office Council Clerk/Contracts Section if you have questions: 503-823-4082.

Previous Update Packet December 31, 2021

CODE OF THE CITY OF PORTLAND, OREGON
Insertion Guide for Code Revisions
Office of the City Auditor 503-823-4082
1st Quarter 2022 (March 31, 2022)

TITLE	REMOVE OLD PAGES	INSERT NEW PAGES	NEXT PAGE IS	NOTES
2	15 – 16	15 – 16	17	Citation correction at end of Subsection 2.04.160 A.
	31 - 34	31 - 34	35	Ordinance No. 190644
3	259 - 264	259 - 264	265	Ordinance No. 190652
15	1 - 4	1 – 4	5	Ordinance No. 190756
16	63 - 66	63 - 66	67	Ordinance No. 190690
21	33 - 40	33 - 40	41	Ordinance No. 190686
30	9 - 46	9 - 46	End of Title	Ordinance No. 190625
32	43 - 52	43 - 52	53	Ordinance No. 190687

2. The election is a general election in an even-numbered year.

C. If there are two or more measures on the ballot on the same subject or containing conflicting provisions, the measure receiving the greatest number of affirmative votes shall be the measure adopted.

2.04.160 Effective Date.

(Amended by Ordinance No. 177200, effective February 21, 2003. Corrected under authority of PCC Section 1.01.035 on January 10, 2022.)

A. The Auditor shall submit the abstract of votes for each measure from the County Elections office to the Council within 30 days after the date of the election. The Mayor shall issue a proclamation giving the number of votes cast for or against a measure and declare the approved measure as the law on the effective date of the measure. If two or more approved measures contain conflicting provisions, the Mayor shall proclaim which is paramount, as provided by Section 2.04.150 C.

B. An initiative or referendum measure adopted by the electors shall take effect upon proclamation by the Mayor unless the measure expressly provides a different effective date.

2.04.170 Computation of Dates.

(Repealed by Ordinance No. 177200, effective February 21, 2003.)

CHAPTER 2.08 - NOMINATION AND ELECTION OF CANDIDATES

(Chapter replaced by Ordinance No. 167654, effective May 18, 1994.)

Sections:

2.08.040 City Offices.
2.08.050 Qualifications of Candidates.
2.08.060 Filing as a Candidate for Office.
2.08.070 Filing by Declaration of Candidacy.
2.08.080 Filing by Nominating Petition
2.08.090 Withdrawal of Candidate Before certification to County.
2.08.100 Register of Candidates for primary Election.
2.08.110 Statement of Candidates & Measures for Primary and General Elections Ballots.
2.08.120 Post-Election Procedures for Primary and General Election.
2.08.130 Tie Vote.
2.08.140 Candidate Elected by Write-in Vote.
2.08.150 Withdrawal after Nomination.
2.08.160 Filling Vacancy in Nomination.
2.08.170 Recall.

2.08.010 Definitions.

(Repealed by Ordinance No. 177200, effective February 21, 2003.)

2.08.020 Applicability of State Law.

(Repealed by Ordinance No. 177200, effective February 21, 2003.)

2.08.030 City Elections Officer.

(Repealed by Ordinance No. 177200, effective February 21, 2003.)

2.08.040 City Offices.

(Amended by Ordinance Nos. 177200 and 178799, effective November 5, 2004.)

A. All elective city offices shall be nonpartisan. Petitions or declarations of candidacy shall contain no reference to any political party affiliation. No reference to any political party affiliation shall be included in any notice, voters' pamphlet, ballot or other elections publication concerning a city candidate.

B. The Mayor, Auditor and Commissioners shall be nominated and elected subject to provisions in Charter Section 2-206 and Charter Chapter 3, Article 1 concerning filling vacancies in office and provisions in Code Chapter 2.08.160 concerning absence of a nominee after the Primary Election. If a City candidate receives a majority of the votes cast for an office at the Primary Election, the candidate shall be elected. If no candidate receives a majority of the votes cast for the office at the Primary Election, the two candidates receiving the highest number of votes for that

CHAPTER 2.12 - REGULATION OF LOBBYING ENTITIES

(Chapter added by Ordinance No. 179843, effective April 1, 2006.)

Sections:

2.12.010 Purpose.
2.12.020 Definitions.
2.12.030 Registration for Lobbying Entities.
2.12.040 Quarterly Reporting Requirements for Lobbying Entities.
2.12.050 Exemptions to Registration and Reporting Requirements for Lobbying Entities.
2.12.060 Declaration Required by Lobbyists
2.12.070 Reporting Requirements for City Officials.
2.12.080 Prohibited Conduct.
2.12.090 Verification of Reports, Registrations and Statements.
2.12.100 Public Nature of Reports, Registrations and Statements.
2.12.110 Auditor's Duties.
2.12.120 Penalties.
2.12.130 Severability.

2.12.010 Purpose.

The City finds that, to preserve the integrity of its decision making processes, lobbying entities that engage in efforts to influence City officials, should report their lobbying efforts to the public.

2.12.020 Definitions.

(Amended by Ordinance Nos. 180205, 180620, 180917, 181204, 182389, 182671, 184046, 184882, 185304, 186028, 186176, 189078, 189556 and 190644, effective January 14, 2022.) As used in this Chapter unless the context requires otherwise:

A. "Calendar quarter" means one of the four three-month periods of January 1 to March 31, April 1 to June 30, July 1 to September 30 and October 1 to December 31.

B. "Calendar year" means the period of January 1 through December 31.

C. "City director" means the director or individual in charge of the following or its successors: the Bureau of Transportation, the Office of Management and Finance, the Office of Government Relations, the Office of Community & Civic Life, the Bureau of Planning and Sustainability, the Portland Bureau of Emergency Management, the Bureau of Emergency Communications, Portland Fire & Rescue, the Bureau of Police, the Bureau of Parks and Recreation, the Bureau of Environmental Services, the Portland Water Bureau, the Bureau of Development Services, the Portland Housing Bureau, the Bureau of Revenue and Financial Services, the City Budget Office, the Office of Equity and Human Rights, the

Bureau of Fire and Police Disability and Retirement, the Bureau of Human Resources, the Bureau of Technology Services, the Division of Community Safety and Prosper Portland.

D. "City official" means any City elected official; the at will staff of a City elected official; any City director as defined in this section; or appointee to the Portland Development Commission, the Planning and Sustainability Commission, the Design Commission, and the Fire and Police Disability and Retirement Board.

E. "Consideration" includes a gift, payment, distribution, loan, advance or deposit of money or anything of value, and includes a contract, promise or agreement, whether or not legally enforceable.

F. "Official action" means introduction, sponsorship, testimony, debate, voting or any other official action on any ordinance, measure, resolution, amendment, nomination, appointment, or report, or any matter, including administrative action, that may be the subject of action by the City.

G. "Lobby" or "Lobbying" or "Lobbies" means attempting to influence the official action of City officials. Lobbying includes time spent preparing emails and letters and preparing for oral communication with a City official. Lobbying does not include:

1. Time spent by an individual representing their own opinion to a City official.

2. Time spent participating in a board, committee, working group, or commission created by City Council through approval of resolution or ordinance.

3. Time spent by a City official or City employee acting in their official capacity as an official for the City.

4. Time spent submitting a bid, responding to related information requests, and negotiating terms on a competitively bid contract or intergovernmental agreement.

5. Oral or written communication made by a representative of a labor organization that is certified or recognized, pursuant to ORS 243.650 et seq., as the exclusive bargaining representative of employees of the City of Portland, to the extent that such communications do not deal with actual or potential ordinances that are unrelated to the collective bargaining process, or implementation or application of any collective bargaining agreement provision.

6. Formal appearances to give testimony before public hearings or meetings of City Council.

7. Work performed by a contractor or grantee pursuant to a contract with or grant from the City.

8. Time spent by any person holding elected public office, or their specifically authorized representative, acting in their official capacity.

H. "Lobbying entity" means any individual, business association, corporation, partnership, association, club, company, business trust, organization or other group who lobbies either by employing or otherwise authorizing a lobbyist to lobby on that person's behalf.

I. "Lobbyist" means any individual who is authorized to lobby on behalf of a lobbying entity.

J. "Person" means any individual, business association, corporation, partnership, association, club, company, business trust, organization or other group.

K. "Gift" means something of economic value given to a City official without valuable consideration of equivalent value, including the full or partial forgiveness of indebtedness, which is not extended to others who are not City officials on the same terms and conditions; and something of economic value given to a City official for valuable consideration less than that required from others who are not City officials. However, "gift" does not mean:

1. Campaign contributions, as described in ORS Chapter 260.

2. Gifts from family members.

2.12.030 Registration for Lobbying Entities.

(Amended by Ordinance Nos. 180205, 181204 and 187854, effective September 1, 2016.)

A. Within three working days after a lobbying entity has spent 8 hours or more or estimates that it has spent cumulative 8 hours or more or has spent at least $1,000 during any calendar quarter lobbying, the lobbying entity shall register with the City Auditor by filing with the Auditor a statement containing the following information:

1. The name, address, email, website and telephone number of the lobbying entity;

2. A general description of the trade, business, profession or area of endeavor of the lobbying entity;

3. The names, addresses, email, website and telephone number of all lobbyists who are employed by or otherwise authorized to lobby on behalf of the lobbying entity. The list must include:

a. Individuals who are paid to lobby for the interests of the lobbying entity.

b. Other persons, including lobbying entity employees or volunteers, who are authorized to lobby on behalf of the lobbying entity.

c. Previous City of Portland employment status of individuals who are paid or otherwise authorized to lobby on the entity's behalf, the affiliated bureau(s) or office(s) of employment, and dates of employment.

4. The subjects and any specific official actions of interest to the lobbying entity.

B. A business, organization, or association who anticipates registering as a lobbying entity is encouraged to register at the beginning of each calendar year.

C. Registrations shall expire December 31 of every year. Lobbying entities shall renew their registrations once the 8-hour threshold has been reached in each calendar year.

D. An authorized representative of the lobbying entity must sign the registration required by this Section.

2.12.040 Quarterly Reporting Requirements for Lobbying Entities.
(Amended by Ordinance Nos. 180205, 180620, 181204, 186176 and 187854, effective September 1, 2016.)

A. A lobbying entity registered with the City Auditor or required to register with the City Auditor shall file a report, if the lobbying entity has spent an estimated 8 hours or more or at least $1,000 during the preceding calendar quarter lobbying, with the City Auditor, by April 15, July 15, October 15, and January 15, showing:

1. The specific subject or subjects of the official action of interest to the lobbying entity, including but not limited to the names of City officials a lobbying entity met with or contacted through direct mail, email or telephone regarding such subject or subjects, the name of the registered lobbyist representing the entity and the date of the contact

2. A good faith estimate of total moneys, if the total exceeds $1,000, expended by the lobbying entity or any lobbyist employed by or otherwise authorized to lobby on behalf of the lobbying entity, for the purpose of lobbying City officials on behalf of the lobbying entity in the preceding calendar quarter reporting period for:

a. Food, refreshments, travel and entertainment;

3.122.210 Early Termination.

The City Council may terminate the activities of an Economic Improvement District in whole or in part prior to the normally scheduled termination date for the District by an ordinance. However, all applicable contract issues shall be resolved before activities are terminated. In the event of early termination, those funds remaining from assessments for the District, following payment of all obligations and costs of administration incurred on behalf of the District, shall be returned to the owners of subject properties in amounts proportionate to the amounts of the assessments they paid for the District. In the event of early termination of only a part of the activities of an Economic Improvement District, the City Council, in the termination ordinance, may elect to apply remaining funds on a similarly proportionate basis as a credit against future District assessments against subject properties, with any funds remaining being returned to the owners as otherwise provided herein.

3.122.220 Surplus.

In the event, following the normally scheduled termination of an Economic Improvement District, including the payment of all obligations and costs of administration incurred on behalf of the District, there remain excess funds from assessments paid by owners of subject properties, then the City Council, by ordinance, shall provide for either:

A. The return of the excess funds to the owners of subject properties in amounts proportionate to the amounts of the assessments they paid for the District;

B. Use of the excess funds for continued provision of the economic improvements until the excess funds are fully spent; or

C. Use of part of the excess funds as provided in B and return of the balance of the excess funds as provided in A.

3.122.230 Entry and Collection of Assessments.

(Amended by Ordinance No. 189413, effective March 6, 2019.)

A. On adoption of an assessment ordinance under Section 3.122.120 D, the Revenue Division shall enter each assessment in the docket of City liens. All such assessments shall be collected in the same manner as local improvement assessments and failure to pay may result in foreclosure in the same manner as provided for other assessments.

B. The assessments may be paid in semi-annual payments, however the City may charge a billing fee.

3.122.240 Economic Improvement Fund.

(Repealed by Ordinance No. 170223, effective July 1, 1996.)

CHAPTER 3.123 - PORTLAND UTILITY BOARD

(Chapter replaced by Ordinance No. 187174, effective July 31, 2015.)

Sections:

3.123.010 Created - Purpose.
3.123.020 Scope.
3.123.030 Membership.
3.123.040 Appointments - Composition.
3.123.050 Terms.
3.123.060 Standing Committees.
3.123.070 Staffing.
3.123.080 Meeting Schedule.
3.123.090 By-Laws.
3.123.100 Annual Report and Work Session.

3.123.010 Created - Purpose.

(Amended by Ordinance No. 190652, effective January 21, 2022.) A Portland Utility Board is hereby created. The Board's purpose is to advise the City Council, on behalf of and for the benefit of the people of Portland, on the financial plans, capital improvements, annual budget development and rate setting for the City's water, sewer, stormwater, and watershed services. The Board will advise Council on the establishment of fair and equitable rates, consistent with balancing the goals of customer needs, legal mandates, existing public policies, such as protecting water quality and improving watershed health, operational requirements, and the long-term financial stability and viability of the utilities.

3.123.020 Scope.

A. The Portland Water Bureau and the Bureau of Environmental Services use multi-year financial planning to prioritize programs and to project operating and capital costs associated with policies and programs, and to estimate overall rate impacts. The Board will fully participate in the bureaus' financial planning and budgeting processes. The Board will work with the bureaus to develop long-term, 20-year mission plans. The bureaus update their financial plans throughout the year to reflect significant changes in revenues or requirements, and revise the plans annually. The Board will review the proposed financial plans and revisions, and submit its findings and recommendations to the Council as part of the City's annual financial planning process. The Board will actively monitor bureau spending through the fiscal year and be briefed on final fiscal year accounting including status of debt load and rate stabilization funds. The Board will monitor bureau and City Council responses to and implementation of audits, in consultation with the Commissioner(s)-in-Charge. The Board will monitor City Council budget amendments, capital improvement plans (CIP) and implementing actions

throughout the fiscal year. The Board will participate in evaluating the performance of the bureaus. The bureaus will engage with the Board throughout the fiscal year when developing budgets. The Board may serve, at the Mayor's pleasure, as an advisor in the development of Mayor's budgets for the Portland Water Bureau and the Bureau of Environmental Services.

B. The Board will periodically consult the bureaus and the Commissioner(s)in-Charge on strategic communications, public education and involvement, as well as review audits and other reports. The Board will identify and report to the Commissioner(s)-in-Charge, the Mayor or the Council on important issues and challenges for the Portland Water Bureau and the Bureau of Environmental Services. The Board will monitor the bureaus' efforts to achieve equity in the provision of services throughout the City.

C. Participate in the rate design process: The Board will report on proposed rate changes to the Council during the annual budget hearings and development processes for water, sanitary sewer, watershed health, and stormwater. The Board shall report on other city activities or proposed policies with significant impacts to water, sanitary sewer, and stormwater rates.

D. When the bureaus form other advisory groups on utility matters such as facility or project specific concerns, the Board and its staff will exchange information with these other advisory groups to coordinate policy advice to the Council and the bureaus.

E. Relationship to other interested parties: The Board's primary responsibility and duties are to advise the Council, and its deliberations and recommendations shall be directed to Council accordingly. The Board may also share the results of its deliberations and recommendations delivered to Council with interested individuals and groups including neighborhoods, business associations, and public interest groups.

3.123.030 Membership.

(Amended by Ordinance Nos. 188015 and 190652, effective January 21, 2022.) The Board shall have 11 permanent members. Board members shall be appointed by the Mayor in consultation with the Commissioner(s)-in-Charge of the bureaus, and confirmed by the Council. Any Council member may submit nominations to the Commissioner(s)-in-Charge. In consultation with the Commissioner(s)-in-Charge, the Mayor shall appoint the two Co-Chairs of the Board. Six members shall constitute a quorum of the Board.

3.123.040 Appointments - Composition.

(Amended by Ordinance No. 188015, effective September 29, 2016.)

A. General Criteria. All members must reside in or work predominantly in the city of Portland and have an interest in water, sewer, stormwater, and watershed health

issues, such as system development and maintenance, service delivery, service costs and impacts on low-income households, economic development, public health, conservation, green infrastructure or the environment. In making Board appointments, the Mayor and Council shall strive to have a Board which reflects the diversity of the Portland community, including, but not limited to, the following factors: areas of expertise, advocacy, experience, community involvement, profession, education and/or, economic status. Preferred appointees should have a range of qualified professional and academic expertise, and community volunteer experience. Appointees will include a current employee in a represented bargaining unit with the Portland Water Bureau or the Bureau of Environmental Services. Skills that will serve the Board well include: technical knowledge of water, stormwater, and sewer utility operation and issues, accounting, civil engineering, conservation, environmental sciences, equity, health sciences, public administration, urban planning, or utility economics, financial and capital improvement analysis, ecosystem science, environmental protection, political process, group process, and communications.

B. Restrictions. No individual with any direct financial interest in either city utility other than as a rate-paying customer or as an employee of the utility bureaus.

C. The Mayor shall, in consultation with the Commissioner(s)-in-Charge, appoint three non-voting, ex officio members annually, to engage utility bureau employees in the budget process. The ex officio members shall be one represented and two non-represented utility bureau employees, appointed to participate in the process of developing recommendations on the bureaus' annual budgets. The voting and ex officio members shall be evenly distributed between the utility bureaus. The term of ex officio members shall be for 1 year. Ex officio members may be re-appointed up to three times.

3.123.050 Terms.

(Amended by Ordinance No. 190652, effective January 21, 2022.)

A. Board members will be appointed to serve for a term of 3 years. The terms of each member shall run from the date of the City Council's confirmation of the member's appointment, or such other date as the Council may establish.

B. The Board may make recommendations to the Mayor regarding the reappointment of existing members. Notwithstanding the limitations of this Section, a Board member may continue to serve until his or her replacement is appointed.

C. If any member of the Board is absent more than three regularly scheduled meetings of the Board during any 12 month period, without having notified the Co-Chairs in advance of such absence, such member shall be deemed to have resigned from the Board. The member's position shall thereafter be vacant and subject to appointment by the Mayor.

D. The Mayor may remove any member of the Board at his or her discretion for due cause, including but not limited to malfeasance or neglect of duties.

3.123.060 Standing Committees.

A. The Board may at any time establish standing committees of at least three individuals to address specific issues related to the Board's purpose.

B. The Board may designate more specific roles and responsibilities for any standing committee in the Board by-laws.

3.123.070 Staffing.

A. The City Budget Office will provide staffing for the Board, with logistical and topic-related support from the Portland Water Bureau, the Bureau of Environmental Services, and other bureaus or agencies as may be needed. Staffing should be experienced and skilled in financial analysis, utilities, and government operations within the context of environmental stewardship.

B. Commissioner(s)-in-Charge liaisons to the two utility bureaus shall serve as a resource to the Board and attend its meetings.

3.123.080 Meeting Schedule.

(Amended by Ordinance No. 190652, effective January 21, 2022.) The Board shall meet at least once monthly on a regular date established by the Board. Additional meetings may also be scheduled during annual budget and rate review periods as determined by the Board Co-Chairs. The Board Co-Chairs, with assistance from the Board's staff, will develop meeting agendas in consultation with others including Board members, the utility bureaus, and the Commissioner(s)-in-Charge.

3.123.090 By-Laws.

A. The Board shall adopt by-laws to govern its procedures within the purposes of this Chapter that shall not conflict with any portion of this Chapter and which are subject to the prior review and approval of the Mayor, with approval as to legal sufficiency by the City Attorney. These by-laws shall include specifications concerning selection and tenure of standing committee chairs, division of responsibilities, attendance policies, meeting schedules, as well as communications between the Board and City agencies, the media and the general public, and any other appropriate matters. As an initial action, the PUB will establish operating procedures that define expectations for member participation and roles and address transparency in its deliberations, public information and participation, and equity.

B. The by-laws shall specify procedures for public testimony, including opportunities for public comments at each Board meeting.

3.123.100 Annual Report and Work Session.

A. Annually, the Board shall prepare and submit to the Council a report summarizing the work performed by the Board during the previous year. The Board shall submit the annual report within the first 3 months following the beginning of each fiscal year for the utility bureaus. The annual report shall include, but need not be limited to, a summary of issues reviewed and analyzed; a list of briefings and reports received from staff, outside experts and other informed parties; a summary of recommendations forwarded to the Council; and a summary of Council action on the recommendations.

B. The Board's report will be presented to the Council in a work session. In addition, the Board will present a work plan outline for the next year and seek input from the Council on potential next steps.

TITLE 15 - EMERGENCY CODE

(Title replaced by Ordinance No. 184740, effective July 13, 2011.)

TITLE 15
EMERGENCY CODE

CHAPTER 15.04 - EMERGENCY CODE

Sections:

15.04.010 Title.
15.04.020 Purpose.
15.04.030 Definitions.
15.04.040 Declaration of State of Emergency.

15.04.010 Title.

This Title shall be known as the "Emergency Code."

15.04.020 Purpose.

The purpose of this Title is to provide for regulations which set forth the responsibilities of the City in the event an emergency exists within the City. The regulations are intended to reduce the risk of the City to loss of life, injury to persons, property, and the environment. The goal of regulations and the emergency code is to decrease human suffering and financial loss resulting from emergencies or disasters and to assign authority and responsibilities to various City bureaus. The State has assigned the responsibility for responding to emergencies and disasters to local governments.

15.04.030 Definitions.

(Amended by Ordinance No. 187370, effective October 7, 2015.)

A. "Emergency" means any natural, technological or human-made event or circumstance causing or threatening: widespread loss of life, injury to persons or property, human suffering or financial loss, including but not limited to fire, explosion, flood, severe weather, landslides or mud slides, drought, earthquake, volcanic activity, tsunamis or other oceanic phenomena, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, housing emergencies, disease, blight, infestation, civil disturbance, riot, sabotage, acts of terrorism and war.

15.04.040 Declaration of State of Emergency.

(Amended by Ordinance Nos. 187370, 190381 and 190756, effective March 30, 2022.)

A. A state of emergency exists when:

1. The situation requires a coordinated response beyond that which occurs routinely;

2. The required response is not achievable solely with the added resources available through mutual aid or cooperative assistance agreements; and

3. The Mayor or other City official, as provided in Portland City Code Section 15.08.010, has declared by proclamation that a State of Emergency exists.

B. The declaration shall be in writing, shall designate the geographic boundaries of the area in which the State of Emergency exists, and shall fix the duration of time in which the State of Emergency shall exist. Except for a declared housing emergency, the initial duration shall not exceed a two-week period, but may be extended in two-week increments. The initial duration of a housing emergency shall not exceed one year, but may be extended in three-year increments.

C. The Mayor must declare the City in a State of Emergency prior to requesting from the governing body of Multnomah County resources not available through mutual aid or cooperative assistance agreements.

D. The Mayor shall have the power to ask the Governor to declare a State of Emergency within the City. Pursuant to ORS 401.165 (2), the Mayor must submit the request through the governing body of Multnomah County.

E. Except for a declared housing emergency, the Mayor shall terminate the State of Emergency by proclamation when the emergency no longer exists or when the threat of an emergency has passed. The Mayor will communicate the change from the disaster response phase to the recovery phase with all appropriate officials.

F. When circumstances create an immediate need to provide adequate, safe, and habitable shelter to persons experiencing homelessness, the Council may declare a housing emergency exists. A housing emergency is a health and safety emergency under Portland City Code Subsection 33.296.030 G. and mass shelters are allowed as temporary activities for the duration of the emergency subject to the standards in Section 33.296.040.

G. The Council shall terminate a housing emergency by resolution when the emergency no longer exists or when the threat of an emergency has passed.

H. When circumstances create an unmet need for safe and habitable shelter, the Council may adopt an ordinance declaring a shelter shortage. This declaration will remain in effect until the Council terminates the declaration by ordinance.

CHAPTER 15.08 - EXECUTIVE RESPONSIBILITY

Sections:

15.08.010 Succession.
15.08.020 Authority during a State of Emergency.
15.08.025 Authority during a Housing Emergency or Shelter Shortage.
15.08.030 Declaration of Nuisance.
15.08.040 Enforcement and Penalties.
15.08.050 Controlling Provisions.

15.08.010 Succession.

(Amended by Ordinance No. 185304, effective June 1, 2012.)

A. The Mayor is the Chief Executive of the City of Portland. If the Mayor, for any reason, is unable or unavailable to perform the duties of office under this Title during a State of Emergency, the duties shall be performed and authority exercised by the first of the following who is able and available:

1. The President of the Council;

2. The Council member who served as the immediate past President of the Council;

3. The Council member who served as the former past President of the Council and thereafter, the Council member holding the position with the lowest number if no member present has served formerly as President of the Council;

4. The first of the City officials in the following order: City Auditor, Chief Administrative Officer, City Attorney, Chief of Staff to the Mayor, the Chiefs of Staff of Council members in the order of priority listed in Subsection 15.08.010 A.1.-3. above, the Directors of Public Safety and Infrastructure Bureaus in the following order: Police Bureau, Fire Bureau, Transportation Bureau, Water Bureau, Bureau of Environmental Services, Parks Bureau, Bureau of Emergency Management, Bureau of Emergency Communications, Bureau of Human Resources, and thereafter the Directors of the Bureaus largest to smallest as determined by the number of full-time employees;

B. The powers of the successor to the Mayor's authority shall be the same as the Mayor and the duration of succession shall be until such time as the Mayor is able to perform the duties of office or a proclamation has been issued to terminate the State of Emergency.

16.30.820 Obstructing Traffic.

A. The operator of a wrecker or tow truck may stop a vehicle where it obstructs traffic when the operator:

1. Is engaged in the recovery of another vehicle; and

2. Takes the precautionary measures required by this Section.

B. A person commits the offense of failure to take precautions when obstructing traffic with a tow vehicle or wrecker engaged in the recovery of another vehicle if the operator does not do all of the following:

1. Determine that the recovery operation requires stopping the tow or recovery vehicle in the roadway; and

2. Activate tow vehicle warning lights described in ORS 816.280.

16.30.830 Failure to Remove Injurious Substance.

A person commits the offense of tow vehicle operator failure to remove injurious substance if the person is operating a tow vehicle that is removing a wrecked or damaged vehicle from a roadway and the person fails to remove any glass or other injurious substance dropped upon the roadway from such vehicle.

CHAPTER 16.35 - DESIGNATED PARKING MANAGEMENT PLAN DISTRICTS

(Chapter added by Ordinance No. 187261, effective July 15, 2015.)

Sections:

16.35.010 Purpose.
16.35.020 Controlling Requirements for Parking.
16.35.100 Upper Northwest Parking Area Regulations.
16.35.110 Upper Northwest Parking Definitions.
16.35.120 Upper Northwest Permit Violation and Enforcement.
16.35.130 Upper Northwest Meter Violation and Enforcement.
16.35.200 Central Eastside Industrial Area Permit Parking Regulations.
16.35.210 Central Eastside Industrial Area Permit Parking.
16.35.220 Central Eastside Industrial Area (CEID) Violations and Enforcement.

16.35.010 Purpose.

Chapter 16.35 is added to Title 16 to address parking challenges presented in congested inner neighborhoods of the City, while striving to maintain livability and business vitality in those designated parking districts. Parking Management Plan Districts seek to balance these various aspects through such mechanisms as residential and business parking permits, varying times for parking meters and flexibility for visitors to the districts.

16.35.020 Controlling Requirements for Parking.

Except where explicitly addressed in Chapter 16.35, the provisions of Title 16 shall control parking of motor vehicles. The Council separately establishes Parking Area Management Plans. The City Traffic Engineer has authority under Title 16 to adjust boundaries within Parking Area Management Plans for meters and permit requirements through signage within the boundaries of established Parking Area Management Plans.

16.35.100 Upper Northwest Parking Area Regulations.

Sections 16.35.100 through 16.35.130 contains regulations addressing parking within the Upper Northwest Parking Area.

16.35.110 Upper Northwest Parking Definitions.

(Amended by Ordinance No. 190690, effective February 25, 2022.)

A. Upper Northwest Long-Term Parking Meter - Any parking meter with a designated time limit of more than 2 hours, as regulated by signage within the Upper Northwest Parking Area.

B. Upper Northwest Metered District - The portion of all block faces which are regulated by signage as time zones requiring meter payment within Zone M.

C. Upper Northwest Parking Area - The area with boundary lines depicted on the Northwest Parking Management Plan Map, which shall be maintained in the files of the City Traffic Engineer as the official map for the Area. The Upper Northwest Parking Area is contiguous with Zone M, and overlays Zone M permit parking regulations with right-of-way parking regulations established in this Chapter. Within the Upper Northwest Parking Area, the City Traffic Engineer may control parking by signage. Zone M parking permits and meter regulations apply within a portion of the Upper Northwest Parking Area.

D. Upper Northwest Parking Permit Area - The area within the Upper Northwest Parking Area which is outside the Upper Northwest Metered District, as regulated by signage.

E. Upper Northwest Parking Permit Meter Area - Any parking spaces regulated by signage as metered parking within the Upper Northwest Parking Permit Area.

F. Upper Northwest Short-Term Parking Meter - Any parking meter with a designated time limit of 2 hours or less, as regulated by signage within the Upper Northwest Parking Area.

G. Upper Northwest Zone M Permit - A currently valid area parking permit applicable to Zone M and properly displayed in a permitted vehicle.

H. Zone M - The parking permit area established by Council within the Northwest Parking Area Management Plan, identified in the Northwest Parking Area Management Plan Map. Within Zone M, the City Traffic Engineer may control parking by signage.

16.35.120 Upper Northwest Permit Violation and Enforcement.

Violations established in this Section will be cited as Upper Northwest Permit Violations:

A. Within the Upper Northwest Parking Permit Area during permit designated hours, it is unlawful for any person to park any vehicle without a valid Upper Northwest Zone M Permit to either:

1. Exceed the maximum visitor time limit allowed within the Upper Northwest Parking Permit Area; or,

2. Return to the same Upper Northwest Parking Permit Area block face for a period of 4 hours after parking for any time period.

B. Within the Upper Northwest Parking Permit Meter Area, except for vehicles displaying a valid Upper Northwest Zone M Permit:

1. It is unlawful for any person to park any vehicle in any parking meter space during the hours of operation of the meter without paying the applicable parking meter fee; and,

2. Upon expiration of the parking meter, a citation may be issued if a vehicle remains parked or stopped on the same block face.

16.35.130 Upper Northwest Meter Violation and Enforcement.

Violations established in this Section will be cited as Upper Northwest Meter Violations.

A. At any parking space signed for an Upper Northwest Long-Term Meter, it is unlawful for any person to park a vehicle during the hours of operation of the meter without paying the applicable parking meter fee.

B. Upon expiration of an Upper Northwest Long-Term Parking Meter a citation may be issued if a vehicle remains parked or stopped on the same block face.

C. A vehicle in an Upper Northwest Long-Term Parking Meter space may remain in said space longer than the time designated time limit upon payment of the applicable parking meter fee.

D. It is unlawful for any person to park any vehicle in an Upper Northwest Short-Term meter space during the hours of operation of the meter without paying the applicable parking meter fee.

1. It is unlawful for any person to extend the parking time beyond the designated limit for parking in the Upper Northwest Short-Term Meter space.

2. Upon expiration of the designated time limit, for the Upper Northwest Short-Term Meter space, a citation may be issued if a vehicle remains parked or stopped on the same block face unless it has moved 500 linear feet , as measured along the curb or edge line.

3. Upon leaving an Upper Northwest Short-Term Meter space, a vehicle may not return to an Upper Northwest Short-Term Meter space in the same block face for a 3-hour period, unless it has moved more than 500 linear feet as measured along the curb or edge line from the previously used Upper Northwest Short-Term Meter space.

E. Successive Violations. Within the Upper Northwest Parking Area, if a citation has been issued for any Northwest Parking Meter Violation:

1. To a vehicle parked or stopped at an Upper Northwest Short-Term Parking Meter space, and the cited vehicle remains parked or stopped on the same block face, a separate violation occurs upon the expiration of each

CHAPTER 21.16 - RATES AND CHARGES

Sections:

21.16.010 Setting Water Rates.
21.16.020 Portland Water Bureau Finance Reporting Requirements.
21.16.030 Billing Responsibility.
21.16.040 Delinquent Utility Bills.
21.16.080 Dates and Places of Payment.
21.16.090 Deposit and Application.
21.16.100 Deposit of Money Received.
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21.16.180 Water Connection Assistance.
21.16.190 Charges for Water Used Through a Fire Protection Service.
21.16.200 Charges for Unauthorized Use Service – Fire.
21.16.220 Billing and Collection for Others by Contract.

21.16.010 Setting Water Rates.

Each year, Portland City Council sets water rates for the coming fiscal year (the year starting in July and ending in June). The rates reflect the Portland Water Bureau's estimated funding needs.

For more about rates: Portland City Charter, Section 11-105.

21.16.020 Portland Water Bureau Finance Reporting Requirements.

An annual detailed statement of its income and expenditures shall be made and included in the City's Comprehensive Annual Financial Report.

21.16.030 Billing Responsibility.

(Amended by Ordinance No. 190686, effective February 25, 2022.) The ratepayer responsible for payment of water charges is the property owner as verified in county tax records, the water user occupying the property, or the party otherwise in possession or control of the property. A property owner may become obligated for charges for furnishing water to the user by accepting responsibility for payment thereof or by agreement with the Portland Water Bureau.

The City bills for water service every day, even if the property is unoccupied or does not have a structure on it. The property owner or party who has possession or control is responsible for all water charges, even if the property is vacant.

When one meter serves multiple units, the property owner is responsible for payment. When separate meters are provided are provided to each unit on the property, that are under separate ownership, the owner of the unit is responsible for payment. A person other than the owner of the property may accept responsibility for payment, but the property owner is still responsible for any unpaid bills.

The property owner is responsible for all water charges if the tenant has not accepted responsibility.

Either the property owner or a tenant may notify the Portland Water Bureau of the date to open or close a tenant's account. If there are multiple notices, the Portland Water Bureau will use the first date it received to open or close the account.

If a person wants to change the date to open or close an account, the Portland Water Bureau may change it if the property owner, tenant and the Portland Water Bureau agree. The Portland Water Bureau will not mediate billing responsibility date disputes between landlord and tenant.

The Portland Water Bureau may visit a property and read the water meter to determine whether the property is vacant. If the meter shows that the property has used little or no water since the bureau's last meter read, the Portland Water Bureau must start billing water charges to the property owner or the person responsible for the bill. The bill will start on the earliest date the Portland Water Bureau has recorded little or no usage.

If a property owner, tenant, or other ratepayer has an outstanding balance on an account, the Portland Water Bureau may apply this balance to any of the other ratepayer's accounts the Portland Water Bureau serves. If a ratepayer has a credit at a property they no longer own, the Portland Water Bureau will apply the credits.

When a property is sold, the seller or person with possession or control is responsible for all City utility charges until the date the buyer officially possesses the property. If the seller and buyer do not agree about the possession date, the Portland Water Bureau will verify the date in county tax records.

21.16.040 Delinquent Utility Bills.

A. When any charge is more than 10 days late, the Portland Water Bureau may shut off service.

B. The Portland Water Bureau gives written notice to the service address before shutting water off for nonpayment. The notice shows the planned shutoff date.

The notice also includes information about the property owner, tenant, or ratepayer's right to challenge the shutoff through an administrative review process.

C. The property owner, tenant, or ratepayer must make sure the Portland Water Bureau has their current and most accurate billing address. The Portland Water Bureau is not responsible for checking addresses.

D. The Portland Water Bureau may turn water back on if one of the following conditions has been met:

1. All outstanding charges have been paid.

2. Payment arrangements (online, by phone, by email, in person or by mail) have been made with the Portland Water Bureau.

E. When the Portland Water Bureau shuts off or turns on water, it adds charges to the water account as specified in the Annual Rates Ordinance.

F. The Portland Water Bureau may postpone shutoff when:

1. Lack of water endangers health or cause substantial hardship. The Portland Water Bureau may decide to continue water service for a specified amount of time.

2. A written payment arrangement for all delinquent amounts has been accepted by the Portland Water Bureau.

G. If payments are not made as agreed in the payment arrangement, the Portland Water Bureau may shut off water and not turn it on again until charges are paid in full.

H. The Portland Water Bureau may institute legal proceedings and may work with collection agencies to collect delinquent charges.

I. The Portland Water Bureau collects delinquent sanitary sewer and stormwater management charges in the same ways it collects delinquent water charges consistent with the City's debt collection policies.

J. If the delinquent bill does not include water charges, the City may collect the funds in the ways described in Portland City Code Sections 3.24.020 and 3.24.030.

21.16.080 Dates and Places of Payment.

The Portland Water Bureau calculates, and issues bills on a set schedule (every month, every other month or every quarter as requested by the customer). Each bill lists its due date.

People may pay their bills electronically, by phone, by mail or in person to Portland Water Bureau Customer Service.

21.16.090 Deposit and Application.

An application, deposit, or both, for water service may be required if the service has been shut off for nonpayment, or the person responsible for the service have filed bankruptcy and who are requesting service or continuation of service. Failure to provide either the application, deposit, or both, within the due date specified by the Portland Water Bureau may result in discontinuance of service.

21.16.100 Deposit of Money Received.

The Portland Water Bureau deposits all of the money it receives into the bank designated by the City Treasurer.

The Treasurer keeps water funds (called the Water Fund, the Water Construction Fund and the Water Bond Sinking Fund) separate from other City funds.

The Treasurer may only pay from these funds on checks signed by the Mayor or the Commissioner-in-Charge and countersigned by the Auditor.

21.16.110 Portland Water Bureau May Contract for Collection of Revenues.

The Commissioner-in-Charge of the Portland Water Bureau and the Auditor may contract with collection agencies to collect water revenue using standard City contracting practices. These contracts may last up to five years.

Contracts allow for the collection agencies to be paid to collect revenue and may cover certain expenses related to revenue collection.

The contracts must require that a bond be furnished by the collection agent or the City, at the City's option.

21.16.120 Collections, Adjustments and Refunds.

A. The Portland Water Bureau calculates charges and bills ratepayers every month, every other month or every quarter, as requested by the customer.

B. The Portland Water Bureau is responsible for receiving, adjusting and refunding ratepayer money. The Portland Water Bureau must make sure that charges and credits are updated in ratepayers' accounts.

The Portland Water Bureau may adjust bills, pay refunds or waive fees and charges.

To make an adjustment, the Portland Water Bureau must either credit or charge an account.

C. The Portland Water Bureau may authorize an adjustment (a charge or credit) after a billing error. The Portland Water Bureau may only adjust bills within three years after the Portland Water Bureau became aware of the error.

An account is eligible for this kind of adjustment as long as it is active, or for 6 months after the Portland Water Bureau issues a final bill. The Annual Rates Ordinance describes the threshold for refunds.

D. Ratepayers (typically the property owner or tenant) must inform the Portland Water Bureau if the person responsible for paying the bill changes. If the Portland Water Bureau needs to bill a person other than the current customer or ratepayer, the Portland Water Bureau will reissue the bill from the date the new person became responsible. Refer to Section 21.16.030.

E. The Portland Water Bureau may create administrative rules with the Bureau of Environmental Services regarding adjustments, refunds or waivers of sanitary sewer and stormwater management charges.

21.16.130 Adjustments on Account of Leaks.

Bill adjustments after leaks. The Portland Water Bureau may reduce a bill that was high because of a leak. To get a leak adjustment, the ratepayer must take the following steps after being notified of high usage:

A. Find the leak and start repairs within 30 days or shutoff water to the leak area; and,

B. Finish repairs within 90 days or keep water shutoff to the leak area.

21.16.140 Authority to Estimate Bills.

If the meter is not working or is unreadable the Portland Water Bureau may charge based on the property's past water use. The Portland Water Bureau may estimate bills if:

A. The meter does not register accurately; or,

B. The meter reader may not have access the meter. This may happen because of inclement weather, something blocking the meter, an inability to find the meter or illegal water use bypassing the meter.

21.16.150 Testing Meters.

A. If a ratepayer requests that the Portland Water Bureau check the accuracy of the water use reported on their bill, the Portland Water Bureau will reread the meter and inspect the service for leaks.

If the ratepayer requests that the Portland Water Bureau test the meter, the ratepayer must submit a deposit to cover the test cost. The cost of the test is in the Annual Rates Ordinance.

B. If the meter registers 3 percent or more higher than actual water flow, the Portland Water Bureau must refund the deposit, estimate how much the ratepayer has been

overbilled and issue a credit. The credit may appear on the current bill or the most recent bill. The Portland Water Bureau will also repair or replace the meter.

C. If the meter registers within 3 percent of actual water flow, the Portland Water Bureau will keep the deposit.

21.16.160 Service Installation Fees.

Service installation fees may be paid on a fixed price basis if identified in the Annual Rates Ordinance.

For service installations not listed in the Annual Rates Ordinance, the Portland Water Bureau charges its costs for the project plus overhead based on the Site Specific Fee Statement. Also refer to City Code, Title 5.

The Site Specific Fee Statement provides an applicant with the following choice:

A. Fixed fee, with no reconciliation; or,

B. Pay estimate, the Portland Water Bureau reconciles. The Chief Engineer determines that the actual cost of installation will be different than the charges in the site specific fee estimate. The Chief Engineer determines the amount to be paid or refunded after construction and then:

1. If the actual cost is higher than the estimated cost, the applicant must pay the Portland Water Bureau the difference.

2. If the actual cost is lower than the estimated cost, the Portland Water Bureau must refund the applicant the difference.

3. The applicant may appeal to the Administrator. The Administrator's decision is final.

If there is an existing service with a meter, either a service-branch or service-curb, the applicant must pay the applicable charges. Refer to Section 21.16.170.

21.16.170 System Development Charge.

(Amended by Ordinance No. 190381, effective April 30, 2021.) Anyone applying for a new service connection or a larger existing connection must pay a System Development Charge (SDC). SDCs are listed in the Annual Rates Ordinance.

Credit from an existing service may only be applied to a new service if the existing service is removed when the new service is installed.

SDCs will be waived for:

A. Fire protection services.

B. Temporary uses.

C. Certain structures and uses, to the extent provided by Portland City Code Section 17.14.070.

21.16.180 Water Connection Assistance.

The City may provide water connection assistance to eligible property owners or tenants with separate meters based on criteria established each year in the Annual Rates Ordinance. The Administrator may adopt administrative rules and procedures necessary to implement the water connection assistance criteria described in the Annual Rates Ordinance.

The City may give payment deferrals and loans to property owners or tenants for water System Development Charges. The Administrator may adopt administrative rules and procedures for these deferrals and loans.

21.16.190 Charges for Water Used Through a Fire Protection Service.

The Portland Water Bureau may not charge for water used to extinguish a fire.

For pressure testing a fire protection system, the Portland Water Bureau charges based on either the amount of water used (if there is a meter) or an estimate (if there is no meter).

For flow testing, the Portland Water Bureau requires the tester to use a meter and charges based on the amount of water used.

The City does not normally charge sewer fees for fire protection system testing. However, if the testing uses enough water to have a measurable impact on the sewer system, the City may also charge for sewer.

Fire service testing must be done carefully so that it does not interfere with the water system. Anyone testing a fire service must follow these rules:

A. Flow testing must not reduce the pressure in the main to less than 50 percent of the maximum static pressure.

B. Flow testing must not reduce the pressure in the main below 30 psi.

C. Before testing large flows, the tester must consult with the Portland Water Bureau. Together, the tester and the Portland Water Bureau must determine flow limits and make a plan for limiting impacts to the water system.

If a fire service is repeatedly tested in a way that violates Portland Water Bureau policy or affects the system more than the Portland Water Bureau allows, the Portland Water Bureau will reclassify the type of service and collect a System Development Charge.

21.16.200 Charges for Unauthorized Use Service – Fire.

A. A service - fire is only for extinguishing fires and testing the fire system and may not be used for domestic, maintenance or irrigation water. Refer to Section 21.12.220.

B. The Portland Water Bureau may fine a person for unauthorized service-fire line use. The Portland Water Bureau charges more for each use of unauthorized water through a service-fire line. If unauthorized use continues, the Portland Water Bureau installs a meter and bills the property owner for the full cost of the meter, its installation and System Development Charges. Refer to Annual Rates Ordinance for more information on service-fire line charges.

21.16.220 Billing and Collection for Others by Contract.

Portland City Council may create contracts for the Portland Water Bureau to bill and collect for other public and private entities. When the Portland Water Bureau collects for another entity, it deposits the revenue in a separate account.

tenant relocation fund from owners of Federal Preservation Projects who have decided to Opt Out.

30.01.070 Federal Preservation Projects - Civil Fines.

(Replaced by Ordinance No.174180; amended by Ordinance No. 186028, effective May 15, 2013.)

A. An owner who fails to comply with any of the requirements specified in PCC 30.01.050 A.-E., tenant notice requirements in 30.01.060 A., or PHB procedures implementing those specified provisions of this Chapter, shall pay a civil fine. The fine shall be calculated in relation to the costs and damages caused by the owner's failure to comply, up to full replacement costs of each project-based Section 8 housing unit lost. Such civil fines shall be payable into a housing replacement fund to be established and managed by the City. If the civil fine is not received within the timeframes specified in the Administrative Procedures developed by PHB, the City may commence enforcement proceedings.

B. Any civil fines received shall be used only for creating replacement housing serving households at or below 50 percent MFI.

30.01.080 Local Preservation Projects - Tenant and City Notice Provisions.

(Amended by Ordinance No. 186028, effective May 15, 2013.)

A. When the owner of a Local Preservation Project takes action which will make the affordable housing no longer affordable, whether the affordability requirements which were established under prior agreement with the City, PDC or State have expired or are still in effect, the owner must provide a notice of 90 days to the City. The notice shall meet standards developed by PHB. During the 90-day notification period, the owner may not sell or contract to sell the property, but may engage in discussions with other interested parties. Within this period, the City or its designee may make an offer to purchase or attempt to coordinate a purchase by an owner committed to maintaining affordability.

B. Owners of Local Preservation Projects who have decided to take action described in 30.01.080 A., must provide a notice of 90 days to tenants. This shall be in addition to the City notice to be provided to the City under 30.01.080 A. During this notice period the Owner may not initiate a no-cause eviction. The notice must meet standards developed by PHB.

30.01.085 Portland Renter Additional Protections.

(Added by Ordinance No. 187380; amended by Ordinance Nos. 188219, 188519, 188558, 188628, 188849, 189421, 189726 and 190625, effective January 7, 2022.)

A. In addition to the protections set forth in the Residential Landlord and Tenant Act, the following additional protections apply to Tenants that have a Rental Agreement

for a Dwelling Unit covered by the Act. For purposes of this chapter, unless otherwise defined herein, capitalized terms have the meaning set forth in the Act.

B. A Landlord may terminate a Rental Agreement without a cause or for a qualifying landlord reason specified in the Act only by delivering a written notice of termination (the "Termination Notice") to the Tenant of (a) not less than 90 days before the termination date designated in that notice as calculated under the Act; or (b) the time period designated in the Rental Agreement, whichever is longer. Not less than 45 days prior to the termination date provided in the Termination Notice, a Landlord shall pay to the Tenant, as relocation assistance, a payment ("Relocation Assistance") in the amount that follows: $2,900 for a studio or single room occupancy ("SRO") Dwelling Unit, $3,300 for a one-bedroom Dwelling Unit, $4,200 for a two-bedroom Dwelling Unit and $4,500 for a three-bedroom or larger Dwelling Unit. For purposes of this Subsection, a Landlord that declines to renew or replace an expiring Rental Agreement is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per Dwelling Unit, not per individual Tenant.

C. As allowed by the Act, a Landlord may not increase a Tenant's Rent or Associated Housing Costs by 5 percent or more over a rolling 12-month period unless the Landlord gives notice in writing (the "Increase Notice") to each affected Tenant: (a) at least 90 days prior to the effective date of the Rent increase; or (b) the time period designated in the Rental Agreement, whichever is longer. The Increase Notice must specify the amount of the increase, the amount of the new Rent or Associated Housing Costs and the date, as calculated under the Act, when the increase becomes effective. If, within 45 calendar days after a Tenant receives an Increase Notice indicating a Rent increase of 10 percent or more within a rolling 12-month period and a Tenant provides written notice to the Landlord of the Tenant's request for Relocation Assistance (the "Tenant's Notice"), then, within 31 calendar days of receiving the Tenant's Notice, the Landlord shall pay to the Tenant Relocation Assistance in the amount that follows: $2,900 for a studio or SRO Dwelling Unit, $3,300 for a one-bedroom Dwelling Unit, $4,200 for a two-bedroom Dwelling Unit and $4,500 for a three-bedroom or larger Dwelling Unit. After the Tenant receives the Relocation Assistance from the Landlord, the Tenant shall have 6 months from the effective date of the Rent increase (the "Relocation Period") to either: (i) pay back the Relocation Assistance and remain in the Dwelling Unit and, subject to the Act, shall be obligated to pay the increased Rent in accordance with the Increase Notice for the duration of the Tenant's occupancy of the Dwelling Unit; or (ii) provide the Landlord with a notice to terminate the Rental Agreement in accordance with the Act (the "Tenant's Termination Notice"). In the event that the Tenant has not repaid the Relocation Assistance to the Landlord or provided the Landlord with the Tenant's Termination Notice on or before the expiration of the Relocation Period, the Tenant shall be in violation of this Subsection. For purposes of this Subsection, a Landlord that conditions the renewal

or replacement of an expiring Rental Agreement on the Tenant's agreement to pay a Rent increase of 10 percent or more within a rolling 12-month period is subject to the provisions of this Subsection. For purposes of this Subsection, a Landlord that declines to renew or replace an expiring Rental Agreement on substantially the same terms except for the amount of Rent or Associated Housing Costs terminates the Rental Agreement and is subject to the provisions of this Subsection. The requirements of this Subsection are intended to apply per Dwelling Unit, not per individual Tenant. For purposes of this Subsection, a Tenant may only receive and retain Relocation Assistance once per tenancy per Dwelling Unit.

D. A Landlord shall include a description of a Tenant's rights and obligations and the eligible amount of Relocation Assistance under this Section 30.01.085 with each and any Termination Notice, Increase Notice, and Relocation Assistance payment.

E. A Landlord shall provide notice to the Portland Housing Bureau (PHB) of all payments to Tenants of Relocation Assistance within 30 days of making such payments. This Subsection shall be effective beginning May 1, 2018.

F. For the purposes of this Section 30.01.085, the expiration of Rent concessions specified in the Rental Agreement is not considered a substantial change to a Rental Agreement.

G. For the purposes of this Section 30.01.085 and determining the amount of Relocation Assistance a Landlord shall pay, a Rental Agreement for a single bedroom in a Dwelling Unit as defined by PCC 33.910 is considered a SRO Dwelling Unit.

H. For the purposes of this Section 30.01.085 and determining the amount of Relocation Assistance a Landlord shall pay, if a Landlord is paying relocation assistance required by the Act and Relocation Assistance required by Section 30.01.085 to the Tenant for the same Termination Notice, the Relocation Assistance required by Section 30.01.085 may be reduced by the relocation assistance required by the Act if both payments are paid at the same time and as a single payment.

I. The provisions of this Section 30.01.085 that pertain to Relocation Assistance do not apply to the following so long as the Landlord has submitted a required exemption application form to PHB for which PHB shall have issued an exemption acknowledgement letter, a copy of which the Landlord shall have provided to the Tenant:

1. Rental Agreements for week-to-week tenancies;

2. Tenants that occupy the same Dwelling Unit as the Landlord;

3. Tenants that occupy one Dwelling Unit in a Duplex where the Landlord's principal residence is the second Dwelling Unit in the same Duplex;

4. Tenants that occupy an Accessory Dwelling Unit that is subject to the Act in the City of Portland so long as the owner of the Accessory Dwelling Unit lives on the site, or Tenancies where the owner occupies the Accessory Dwelling Unit and the Tenant occupies a Dwelling Unit on the site;

5. a Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence of not more than 3 years;

6. a Landlord that temporarily rents out the Landlord's principal residence during the Landlord's absence due to active duty military service;

7. a Dwelling Unit where the Landlord is terminating the Rental Agreement in order for an Immediate Family member to occupy the Dwelling Unit;

8. a Dwelling Unit regulated or certified as affordable housing by a federal, state or local government is exempt from paying Relocation Assistance for a Rent increase of 10 percent or more within a rolling 12-month period:

a. so long as such increase does not increase a Tenant's portion of the Rent payment by 10 percent or more within a rolling 12-month period; or

b. in Lease Agreements where the Rent or eligibility is periodically calculated based on the Tenant's income or other program eligibility requirements and a Rent increase is necessary due to program eligibility requirements or a change in the Tenant's income.

This exemption by Subsection 30.01.085 I.8. does not apply to private market-rate Dwelling Units with a Tenant who is the recipient of a federal, state, or local government voucher;

This exemption by Subsection 30.01.085 I.8. applies to Rent increases and does not apply to Termination Notices;

9. a Dwelling Unit that is subject to and in compliance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

10. a Dwelling Unit rendered immediately uninhabitable not due to the action or inaction of a Landlord or Tenant;

11. a Dwelling Unit rented for less than 6 months with appropriate verification of the submission of a demolition permit prior to the Tenant renting the Dwelling Unit;

12. a Dwelling Unit where the Landlord has provided a Fixed Term Tenancy and notified the Tenant prior to occupancy, of the Landlord's intent to sell or permanently convert the Dwelling Unit to a use other than as a Dwelling Unit subject to the Act.

A Landlord that authorizes a property manager that is subject to, and manages property in accordance with ORS 696, to manage a Dwelling Unit, does not waive a Dwelling Unit exemption as a result of the collective number of Dwelling Units managed by such a property manager. For purposes of the exemptions provided in this Subsection, "Dwelling Unit" is defined by PCC 33.910, and not by ORS 90.100. For purposes of the exemptions provided in this Subsection, "Accessory Dwelling Unit" is defined by PCC 33.205. For purposes of the exemptions provided in this Subsection, "Duplex" is defined by PCC 33.910. For purposes of the exemptions provided in this Subsection, "Immediate Family" is defined by PHB in administrative rules.

J. A Landlord that fails to comply with any of the requirements set forth in this Section 30.01.085 shall be liable to the Tenant for an amount up to 3 times the monthly Rent as well as actual damages, Relocation Assistance, reasonable attorney fees and costs (collectively, "Damages"). Any Tenant claiming to be aggrieved by a Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

K. In carrying out the provisions of this Section 30.01.085, the Director of PHB, or a designee, is authorized to adopt, amend and repeal administrative rules to carry out and administer the provisions of this Section 30.01.085.

As used in this section, "to carry out and administer" includes but is not limited to: defining terms and preparing forms; establishing timeframes, standards, policies, and procedures controlling the application, issuance, use, and expiration of notices and acknowledgment letters; imposing notice and eligibility requirements; establishing time requirements by which landlords must apply for and issue acknowledgment letters and notices to tenants; developing standards and criteria for evaluating the applicability of exemptions; approving or denying applications for acknowledgment letters, in accordance with established standards and criteria; regulating the applicability and use of exemptions as PHB determines is appropriate; and, adopting other requirements PHB determines are necessary to ensure compliance with this Code section.

30.01.086 Evaluation of Applicants for Dwelling Units.

(Added by Ordinance No. 189580; amended by Ordinance Nos. 189714 and 190063, effective August 21, 2020.)

A. Applicability.

In addition to the protections set forth in the Oregon Residential Landlord and Tenant Act ("Act") and in Sections 30.01.085 and 30.01.087, the following additional Tenant protections regarding Screening Criteria apply to Rental Agreements for a Dwelling Unit covered by the Act. For purposes of this Section, unless otherwise defined in this Section or elsewhere in Chapter 30, capitalized terms have the meaning set forth in the Act.

In changing some terms from the Fair Housing Act, such as the term "Disability," the City preserves the meaning of the Fair Housing Act while utilizing updated terminology that aligns with the City's values.

B. Definitions. For purposes of this chapter, unless otherwise defined in this subsection, capitalized terms have the meaning set forth in the Act.

1. **"Accessible Dwelling Unit"** means a Dwelling Unit that qualifies as a "Type A Unit" pursuant to the Oregon Structural Building Code and ICC A117.1.

2. "**Accommodation**" means a reasonable accommodation requested pursuant to the Fair Housing Act, as amended in 1988 (42 U.S.C. § 3601) et seq. ("Fair Housing Act"), at 24 CFR § 100.204.

3. **"Applicant"** means a person applying to reside in a Dwelling Unit. When there are multiple persons who will reside in common within a Dwelling Unit, Applicant shall refer in common to those members of the household who intend to contribute financially to payment of the Rent and to sign the lease or Rental Agreement.

4. **"Dwelling Unit"** has the meaning given in ORS 90.100, as amended from time to time.

5. **"Disability"** has the meaning given to "handicap" as defined in the Fair Housing Act, 24 C.F.R § 100.204, as amended from time to time.

6. **"Mobility Disability"** or **"Mobility Disabled,"** with respect to a person, means a Disability that causes an ongoing limitation of independent, purposeful, physical movement of the body or one or more extremities and requires a modifiable living space because of, but not limited to, the need for an assistive mobility device.

7. **"Modification"** means a reasonable modification requested pursuant to the Fair Housing Act, 24 C.F.R § 100.203, pertaining to the physical characteristics of a Dwelling Unit.

8. **"Multnomah County Coordinated Access System"** means the system established by Multnomah County, Home Forward, the Joint Office of Homeless Services, and the City of Portland, and community partners to coordinate the referral and prioritization of high priority applicants for available Dwelling Units regulated as affordable housing by a federal, state or local government.

9. **"Rules of Residency**" means an agreement that a Landlord (as defined in the Act) may require prospective Tenants of the Landlord's Dwelling Unit to acknowledge and sign that describes rules of conduct, and the rights and obligations of all adults residing in a Dwelling Unit. The Rules of Residency may be separate from or incorporated into a Rental Agreement and must comply with ORS 90.262.

10. **"Screening Criteria"** means a written statement of any factors a Landlord considers in deciding whether to accept or reject an Applicant and any qualifications required for acceptance. "Screening or admission criteria" includes, but is not limited to, the rental history, character references, public records, criminal records, credit reports, credit references and incomes or resources of the Applicant.

11. **"Supplemental Evidence"** means any written information submitted by the Applicant in addition to that provided on the Landlord's form application that the Applicant believes to be relevant to the Applicant's predicted performance as a Tenant.

C. Tenant Application Process; Generally.

1. Notice of Dwelling Unit Availability; Notice Content.

a. If a Landlord advertises a Dwelling Unit's availability, the Landlord must publish notices for rental of the available Dwelling Unit at least 72 hours prior to the start of the date and time the Landlord will begin accepting applications ("Open Application Period"). The notice must specify the following:

(1) When the Landlord will begin to accept applications;

(2) A description of the factors the Landlord will consider in evaluating Applicants if the Landlord intends to charge a screening fee; and

(3) Whether the available unit is an Accessible Dwelling Unit.

b. The Landlord's Notice may incorporate this information or may provide an address, website address, internet link or other written method of communicating this information to prospective Tenants.

2. Order of Processing Applications.

a. Applications Received in Response to an Advertised Notice.

(1) At the start of the Open Application Period, a Landlord must digitally or manually record the date and time the Landlord received each complete application.

(2) With regard to any applications received earlier than the Open Application Period, the Landlord must digitally or manually record the date and time of such complete applications as 8 hours after the start of the Open Application Period.

(3) A Landlord may simultaneously process multiple applications but must accept, conditionally accept, or deny Applicants in order of receipt.

(4) A Landlord owning Dwelling Units within the City of Portland, may refuse to process the application of an Applicant who has verifiable repeated Rental Agreement violations with this Landlord if the most recent violation occurred within 365 days before the Applicant's submission date.

(5) A Landlord may refuse to process an application that is materially incomplete, that fails to include information concerning an Applicant's identification, income, or upon which an Applicant has intentionally withheld or misrepresented required information.

(6) Within 5 business days of receiving a request from an Applicant, a Landlord must provide the Applicant with a record of the date and time the Landlord received the complete Application.

b. Applications Processed from a Waitlist.

(1) If a Landlord maintains a waitlist for filling vacancies instead of advertising notice of vacancies, the Landlord must add names to the waitlist in the order of receipt.

(2) When members of a waitlist apply for a vacancy, a Landlord may simultaneously process multiple applications but must accept, conditionally accept, or deny Applicants in order of receipt of a completed application.

c. Applications for Accessible Dwelling Units.

(1) When, during the first 8 hours of the Open Application Period, a Landlord receives an application for an Accessible Dwelling Unit from an Applicant with a household member that is Mobility Disabled, the Landlord must give priority to such application and accept, conditionally accept, or deny the Applicant prior to considering other Applicants.

(2) If there are multiple Applicants for an Accessible Dwelling Unit with a household member that is Mobility Disabled, the Landlord must accept, conditionally accept, or deny such applications in order of receipt, but prior to processing completed applications for any Applicants without household members that are Mobility Disabled.

d. The requirements of this Subsection C. do not apply to applications for Dwelling Units regulated as affordable housing by a federal, state or local government for households that earn no more than 80 percent of the median household income and are leased through a lottery or preference process, or through the Multnomah County Coordinated Access System.

e. Upon a Landlord's approval and the Applicant's acceptance of the Dwelling Unit, the Applicant and the Landlord must enter into a Rental Agreement. The Landlord may require all adult Tenants or persons intending to occupy the Dwelling Unit to sign Rules of Residency.

3. Content of Landlord Application Forms. Landlord Application forms for rental of a vacant Dwelling Unit must include the following:

a. An opportunity on the application for an Applicant to affirmatively indicate a Mobility Disability or other Disability Status;

b. A City of Portland Notice to Applicants relating to a Tenant's right to request a Modification or Accommodation;

c. A City of Portland Housing Bureau (PHB)'s Statement of Applicant Rights and Responsibilities Notices;

d. If the Landlord charges a screening fee, a description of the Landlord's Screening Criteria and evaluation process; and

e. An opportunity for Applicant to include Supplemental Evidence for the Landlord's consideration to mitigate potentially negative screening results.

D. General Screening Process. Landlords must apply the General Screening Process described in this Subsection D. but may screen Applicants using additional Screening Criteria. If applying additional Screening Criteria, the Landlord must: 1) use a Screening Criteria no more prohibitive to the Tenant than the low- barrier criteria ("Low-Barrier Criteria") described in Subsection E.; or 2) use a Screening Criteria of the Landlord's choosing ("Landlord's Screening Criteria"); however, when using the Landlord's Screening Criteria, a Landlord must conduct an individual assessment ("Individual Assessment") in accordance with the requirements of Subsection F, before denying an Applicant.

A Landlord must comply with the following General Screening Process:

1. Applicant Identification. A Landlord may not reject an application as incomplete because an Applicant or member of the Applicant's household does not produce a social security number or prove lawful presence in the U.S. A Landlord may not inquire about the immigration status of a member of the Applicant's household or require proof of their lawful presence in the U.S. A Landlord must accept any of the following, or a combination thereof, to verify the name, date of birth and photo of the Applicant:

a. Evidence of Social Security Number (SSN Card);

b. Valid Permanent Resident Alien Registration Receipt Card;

c. Immigrant Visa;

d. Individual Tax Payer Identification Number (ITIN);

e. Non-immigrant visa;

f. Any government-issued identification regardless of expiration date; or

g. Any non-governmental identification or combination of identifications that would permit a reasonable verification of identity.

2. Financial Responsibility of Applicant. When there are multiple persons who will reside in common within a Dwelling Unit, the persons may choose which adults will be the Applicants financially responsible for the Dwelling Unit and which will be the Tenants with no financial responsibility ("Non-Applicant Tenant"). The Landlord may screen only an Applicant for financial responsibility, and not a Non-Applicant Tenant

a. A Landlord may require an Applicant to demonstrate a monthly gross income of up to but not greater than 2.5 times the amount of the Rent for the Dwelling Unit when the monthly Rent amount is below the maximum monthly rent for a household earning no more than 80 percent of the median household income as published annually by the Portland Housing Bureau.

b. A Landlord may require an Applicant to demonstrate a monthly gross income of up to, but not greater than 2 times the amount of the Rent for the Dwelling Unit when the monthly Rent amount is at or above the maximum monthly rent for a household earning no more than 80 percent of the median household income as published annually by the Portland Housing Bureau.

c. For the purposes of this subsection, a Landlord's evaluation of an Applicant's income to Rent ratio must:

(1) Include all income sources of an Applicant, including, but not limited to, wages, rent assistance (non-governmental only), and monetary public benefits. The Landlord may also choose to consider verifiable friend or family assistance;

(2) Calculate based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the Applicant; and

(3) Be based on the cumulative financial resources of all Applicants.

d. If an Applicant does not meet the minimum income ratios as described in Subsection 2.a. and 2.b. above, a Landlord may require additional and documented security from a guarantor, or in the form of an additional Security Deposit pursuant to Subsection 30.01.087 A. The Landlord shall communicate this conditional approval to the

Applicant in writing and indicate the amount of the additional security. Applicant will have no less than 48 hours hours after the communication of conditional approval to accept or decline this opportunity.

e. If a Landlord chooses to require additional documented security from a guarantor, the Landlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the Landlord cannot require the guarantor to have income greater than 3 times the Rent amount. The Landlord may not require an Applicant's guarantor agreement to exceed the term of the Rental Agreement.

3. Evaluating Adult Tenants Who are Not Applicants. A Landlord may screen an adult Non-Applicant Tenant who will reside with an Applicant in a Dwelling Unit but who is not responsible for paying the Rent, only for factors related to maintaining the property, and for conduct consistent with the health, safety, or peaceful enjoyment of the premises by other residents or the Landlord and to evaluate prospective Tenants' ability to comply with the Landlord's Rules of Residency. A Landlord may not screen a Non-Applicant Tenant for financial responsibility.

4. Application Denial Generally.

a. A Landlord may deny any Applicant or Non-Applicant Tenant in accordance with the requirements of Section 30.01.086 and all applicable federal, state, and local laws.

b. If an Applicant qualifies for a Dwelling Unit, the Landlord may not deny that Applicant based on the denial of a Non-Applicant Tenant that the Applicant included on the application. Instead, the Landlord must allow the qualifying Applicant to accept the Dwelling Unit without the Non-Applicant Tenant.

c. An Applicant's request for reasonable Modification or Accommodation for a Disability, or the nature of the Modification or Accommodation requested, may not be a factor for a Landlord's denial of an Applicant.

5. Communication of Determination. Within 2 weeks after a Landlord or its screening company completes its evaluation of an Applicant, the Landlord must provide Applicant with a written communication of acceptance, conditional acceptance, or denial and in the case of a conditional acceptance or denial, describe the basis for the decision.

6. Disability Related Modification Requests.

a. An Applicant with a Disability that is otherwise approved through the screening process and requests a Modification may not be denied housing based solely on a Landlord's denial of a requested Modification.

b. If a Landlord denies an Applicant's Modification request, the Landlord must provide the Applicant 2 successive 24-hour periods within which to request alternative Modifications.

c. If no reasonable Modification can be made to the Dwelling Unit to address the Applicant's Disability, the Applicant, if otherwise eligible, may accept the Dwelling Unit without Modification.

7. Screening Fees. In addition to the requirements of ORS Chapter 90.295, the following apply:

a. If a Landlord conducts all of an Applicant screening through professional screening company, the Landlord must not charge Applicant a screening fee greater than that charged by the screening company.

b. If a Landlord conducts some but not all of an Applicant screening through the use of a professional screening company, the Landlord must not charge Applicant a screening fee that is more than 25 percent greater than the cost charged by the screening company.

c. If a Landlord conducts all of an Applicant screening and does not use the screening services of a professional screening company, the Landlord must not charge Applicant a screening fee that exceeds 10 percent more than the cost for a professional screening company serving the Portland-Metro area to complete the same work.

8. Appeals. A Landlord must offer the Applicant an opportunity for appeal for 30 days following the denial of an Application. The Landlord's appeal process must:

a. Provide the Applicant the opportunity to correct, refute or explain negative information that formed the basis of the Landlord's denial;

b. Prequalify the Applicant for rental opportunities at the Landlord's properties for the 3 months following the date a Landlord approves an application reviewed on appeal; and

c. Waive the Applicant's screening fee for the 3 months following the approved appeal. Prior to waiving the screening fee, the Landlord may require the Applicant to self-certify that no conditions have materially changed from those described in the Landlord's approved application.

E. Applicant Evaluation; Encouraging Most Inclusive Evaluation Process. If applying a Screening Criteria to an Applicant in addition to the General Screening Process, a Landlord is encouraged to apply criteria consistent with, or less prohibitive than, the Low-Barrier Criteria described in Subsection E. below. If the Landlord applies any single criterion more prohibitive than any of the Low Barrier Criteria listed in Subsection E.1.a.-c. below, then the Landlord must apply the Individual Assessment process as described in Subsection F. In applying Low-Barrier Criteria, Landlords must comply with all applicable federal, state, and local laws.

1. Low-Barrier Screening Criteria. In adopting Low-Barrier Criteria, Landlords agree not to reject Applicants for:

a. Criminal History:

(1) An arrest that did not result in conviction, unless the resulting charge is pending on the date of the Application;

(2) Participation in or completion of a diversion or a deferral of judgment program;

(3) A conviction that has been judicially dismissed, expunged, voided, or invalidated;

(4) A conviction for a crime that is no longer illegal in the State of Oregon;

(5) A conviction or any other determination or adjudication issued through the juvenile justice system;

(6) A criminal conviction for misdemeanor offenses for which the dates of sentencing are older than 3 years from the date of the Application, excluding court-mandated prohibitions that are present at the property for which the Applicant has applied; or

(7) A criminal conviction for a felony offense for which the dates of sentencing are older than 7 years from the date of the Application, excluding court-mandated prohibitions that

are present at the property for which the Applicant has applied.

b. Credit History:

(1) A credit score of 500 or higher;

(2) Insufficient credit history, unless the Applicant in bad faith withholds credit history information that might otherwise form the basis for a denial;

(3) Negative information provided by a consumer credit reporting agency indicating past-due unpaid obligations in amounts less than $1,000;

(4) Balance owed for prior rental property damage in an amount less than $500;

(5) A Bankruptcy filed by the Applicant that has been discharged;

(6) A Chapter 13 Bankruptcy filed by the Applicant under an active repayment plan; or

(7) Medical or education/vocational training debt.

c. Rental History:

(1) An action to recover possession pursuant to ORS 105.105 to 105.168 if the action:

(a) Was dismissed or resulted in a general judgment for the Applicant before the Applicant submitted the application;

(b) Resulted in a general judgment against the Applicant that was entered 3 or more years before the date of the Application;

(c) Resulted in a general judgment against the Applicant that was entered fewer than 3 years before the date of the Application if:

(i) The termination of tenancy upon which the action was based was without cause (no-cause eviction); or

(ii) The judgment against the Applicant was a default judgment due to a failure to appear, and the Applicant presents credible evidence to the Landlord that the Applicant had already vacated the unit upon which the action was based at the time notice of the action was served.

(d) Resulted in a judgment or court record that was subsequently set aside or sealed pursuant to procedures in state law.

(2) Any information that the Landlord obtains from a verbal or written rental reference check with the exception of defaults in Rent, 3 or more material violations of a Rental Agreement within one year prior to the date of the Application that resulted in notices issued to the Tenant, outstanding balance due to the Landlord, or lease violations that resulted in a termination with cause; or

(3) Insufficient rental history, unless the Applicant in bad faith withholds rental history information that might otherwise form a basis for denial.

2. Evaluation Denial; Low-Barrier.

a. When denying an Applicant using the Low-Barrier Criteria described in this Subsection, a Landlord must provide to the Applicant a written statement of reasons for denial in accordance with ORS 90.304(1).

b. Before denying an Applicant for criminal history using the Low-Barrier Criteria described in this Subsection, a Landlord must consider Supplemental Evidence provided by the Applicant if provided at the time of application submittal.

F. Individual Assessment. A Landlord that applies the Landlord's Screening Criteria which is more prohibitive than the Low-Barrier Criteria as described in Subsection E. above, must conduct an Individual Assessment for any basis upon which the Landlord intends to deny an application, before issuing a denial to an Applicant.

1. Consideration of Supplemental Evidence; Individual Assessment. In evaluating an Applicant using the Individual Assessment, a Landlord must accept and consider all Supplemental Evidence, if any is provided with a completed application to explain, justify or negate the relevance of

potentially negative information revealed by screening. In evaluating an Applicant using the Individual Assessment, the Landlord must also consider:

a. The nature and severity of the incidents that would lead to a denial;

b. The number and type of the incidents;

c. The time that has elapsed since the date the incidents occurred; and

d. The age of the individual at the time the incidents occurred.

2. Denial; Individual Assessment. After performing an Individual Assessment, a Landlord may deny the Applicant, so long as:

a. The denial is non-discriminatory in accordance with the Fair Housing Act;

b. The denial is in accordance with Subsection D. of this Code and all other applicable federal, state, and local laws;

c. The Landlord provides a written "Notice of Denial" to the Applicant within 2 weeks of the denial that meets the requirements of ORS 90.304, Subsection D.4. above, and includes an explanation of the basis for denial, an explanation of the reasons that the Supplemental Evidence did not adequately compensate for the factors that informed the Landlord's decision to reject the application; and

d. The notice of denial is issued to the Applicant by the Landlord.

G. Exemptions

1. Section 30.01.086 does not apply to a process for leasing for a Dwelling Unit that is:

a. Regulated as affordable housing by a federal, state or local government for households that earn no more than 80 percent of the median household income and is subject to the Multnomah County Coordinated Access System or formal referral agreement between a Landlord and a non-profit service provider or government agency working to place low income or vulnerable Tenants into housing;

b. Not rented to, or advertised for rental to the general public, including advertisements on online platforms with or without a fee; or

c. Shared with a Landlord using the Dwelling Unit as a primary residence, where the Dwelling Unit is defined by PCC 33.910, and not by ORS 90.100; or shared with an existing Tenant with a separate Rental Agreement for the same Dwelling Unit, where the Dwelling Unit is defined by PCC 33.910, and not by ORS 90.100; or

d. Tenancies where the Applicant would occupy one Dwelling Unit in a Duplex where the Landlord's principal residence is the second Dwelling Unit in the same Duplex; or

e. Tenancies where the Applicant would occupy an Accessory Dwelling Unit, as defined by PCC 33.205, that is subject to the Act in the City of Portland so long as the owner of the Accessory Dwelling Unit lives on the lot, or Tenancies where the owner occupies the Accessory Dwelling Unit and the Dwelling Unit the Applicant would occupy is on the lot.

2. Wherever local, state, or federal funding or loan requirements for Tenant screening conflict with any portion of Section 30.01.086, the funding or loan requirements will take precedence over only those portions in conflict.

H. Damages. A Landlord that fails to comply with any of the requirements set forth in this Section shall be liable to the Applicant for an amount up to $250 per violation plus actual damages, reasonable attorney fees and costs (collectively, "Damages"). Any Applicant materially harmed by a Landlord's intentional noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

I. Delegation of Authority. In carrying out the provisions of this Section 30.01.086, the Director of PHB, or a designee, is authorized to adopt, amend, and repeal administrative rules to carry out and administer the provisions of this Section 30.01.086.

30.01.087 Security Deposits; Pre-paid Rent.

(Added by Ordinance No. 189581; amended by Ordinance Nos. 189715 and 190064, effective August 21, 2020.) In addition to the protections set forth in the Oregon Residential Landlord and Tenant Act ("Act") and in Sections 30.01.085 and 30.01.086, the following additional Tenant protections regarding Security Deposits apply to Rental Agreements for a Dwelling Unit covered by the Act. For purposes of this Section, unless otherwise defined in this Section or elsewhere in Chapter 30, capitalized terms have the meaning set forth in the Act.

A. Amount of Security Deposit.

1. If a Landlord requires, as a condition of tenancy, a Security Deposit that includes last month's Rent, a Landlord may not collect as an additional part of the Security Deposit more than an amount equal to one-half of one month's Rent.

2. If a Landlord does not require last month's Rent, a Landlord may not collect more than an amount equal to one month's Rent as a Security Deposit.

3. If a Landlord conditionally approves an application subject to an Applicant's demonstration of financial capacity or to offset risk factors identified by the Applicant screening for tenancy as described in Section 30.01.086, the Landlord may require payment of an amount equal to one-half of one month's Rent as a Security Deposit in addition to the other amounts authorized in this subsection. The Landlord must allow a Tenant to pay any such additional Security Deposit in installments over a period of up to 3 months in installment amounts reasonably requested by the Tenant.

B. Bank Deposit of Tenant Funds.

1. Within 2 weeks following receipt of a Tenant's funds paid as a Security Deposit or for last-month's Rent, a Landlord shall deposit all of such funds into a secure financial institution account segregated from the Landlord's personal and business operating accounts. If the account is an interest-bearing account, all interest shall accrue proportionately to the benefit of the Tenant and shall be returned to the Tenant with the unused security deposit in accordance with Subsection B.2. below. If the account bears interest, the Landlord is required to pay such interest in full, minus an optional 5 percent deduction for administrative costs from such interest, to the Tenant unless it is used to cover any claims for damage. For interest bearing accounts, the Landlord must provide a receipt of the account and any interest earned at the Tenant's request, no more than once per year. The Rental Agreement must reflect the name and address of the financial institution at which the Security Deposit is deposited and whether the Security Deposit is held in an interest-bearing account.

2. A Landlord shall provide a written accounting and refund in accordance with ORS 90.300.

C. Amounts Withheld for Repair

1. A Landlord may only apply Security Deposit funds for the repair and replacement of those fixtures, appliances, equipment or personal property that are identified in the Rental Agreement and to which a depreciated value is attached in accordance with the depreciation schedule published on the Portland Housing Bureau website. A Landlord may provide documentation

reasonably acceptable to a Tenant demonstrating why a different calculation is justified for a particular item.

2. A Landlord may claim from the Security Deposit amounts equal only to the costs reasonably necessary to repair the premises to its condition existing at the commencement of the Rental Agreement ("Commencement Date"); provided however, that a Landlord may not claim any portion of the Security Deposit for routine maintenance; for ordinary wear and tear; for replacement of fixtures, appliances, equipment, or personal property that failed or sustained damage due to causes other than the Tenant's acts or omissions; or for any cost that is reimbursed by a Landlord's property or comprehensive general liability insurance or by a warranty.

3. Any Landlord-provided fixtures, appliances, equipment, or personal property, the condition of which a Landlord plans to be covered by the Tenant Security Deposit, shall be itemized by description and depreciated value and incorporated into the Rental Agreement.

4. A Landlord may not apply the Tenant Security Deposit to the cost of cleaning or repair of flooring material except as expressly provided in ORS 90.300(7)(c) and only if additional cleaning or replacement is necessitated by use in excess of ordinary wear and tear and is limited to the costs of cleaning or replacement of the discrete impacted area and not for the other areas of the Dwelling Unit.

5. A Landlord may not apply the Tenant Security Deposit to the costs of interior painting of the leased premises, except to repair specific damage caused by the Tenant in excess of ordinary wear and tear, or to repaint walls that were painted by the Tenant without permission.

D. Condition Reports

1. Within 7 days following the Commencement Date, a Tenant may complete and submit to the Landlord a Condition Report on a form provided by the Landlord, noting the condition of all fixtures, appliances, equipment, and personal property listed in the Rental Agreement, and noting damage (the "Condition Report"). Unless the Landlord disputes the Condition Report, and the Tenant and the Landlord obtain third-party validation of the condition of the Dwelling Unit, the Tenant's Condition Report shall establish the baseline condition of the Dwelling Unit as of the Commencement Date against which the Landlord will be required to assess any Dwelling Unit repair or replacement needs identified in a Final Inspection that will result in costs that may be deducted from the Tenant Security Deposit as of termination of the Rental Agreement (the "Termination Date"). An unresolved dispute as to the condition of the

Dwelling Unit as of the Commencement Date shall be resolved in favor of the Tenant. If the Tenant does not complete and submit a Condition Report to the Landlord within 7 days of the Commencement Date then the Landlord shall thereafter complete and provide to the Tenant a Condition Report including digital photographs of the premises within 17 days following the Commencement Date. The Landlord shall update the Condition Report to reflect all repairs and replacements impacting the Dwelling Unit during the term of the Rental Agreement and shall provide the updated Condition Report to the Tenant.

2. Within 1 week following the Termination Date a Landlord shall conduct a walk-through of the Dwelling Unit at the Tenant's option, with the Tenant or Tenant's representative, to document any damage beyond ordinary wear and tear not noted on the Condition Report (the "Final Inspection"). The Tenant, or the Tenant's representative, may choose to be present for the Final Inspection. The Landlord must give notice of the date and time of the Final Inspection at least 24 hours in advance to the Tenant.

3. A Landlord shall prepare an itemization describing any repair and replacement in accordance with the fixture, appliances, equipment, or personal property identified in the Rental Agreement. The Landlord shall document any visual damage in excess of normal wear and tear with photographs that the Landlord shall provide to the Tenant with a written accounting in accordance with ORS 90.300 (12). To the extent that a Landlord seeks to charge labor costs greater than $200 to a Tenant, the Landlord must provide documentation demonstrating that the labor costs are reasonable and consistent with the typical hourly rates in the metropolitan region. A Landlord may not charge for the repair of any damage or replacement of malfunctioning or damaged appliances, fixtures, equipment, or personal property noted on the Condition Report.

E. **Notice of Rights.** Contemporaneously with the delivery of the written accounting required by ORS 90.300 (12), a Landlord must also deliver to the Tenant a written notice of rights regarding Security Deposits ("Notice of Rights"). Such Notice of Rights must specify all Tenant's right to damages under this Section. The requirement in this Subsection may be met by delivering a copy of this Section to the Tenant and contact information for the nearest Legal Aid Services of Oregon, or online and physical address of the Oregon State Bar.

F. **Rent Payment History.** Within 5 business days of receiving a request from a Tenant or delivering a notice of intent to terminate a tenancy, a Landlord must provide a written accounting to the Tenant of the Tenant's Rent payment history that covers up to the prior 2 years of tenancy, as well as a fully completed Rental History Form available on the Portland Housing Bureau website. The Landlord

shall also provide the Tenant with an accounting of the Security Deposit as soon as practicable but no later than within the timeframes prescribed by ORS 90.300.

G. **Damages.** A Landlord that fails to comply with any of the requirements of this Section shall be liable to the Tenant for an amount double to the amount of the Tenant's Security Deposit, plus reasonable attorney fees, and costs (collectively, "Damages"). Any Tenant aggrieved by a Landlord's noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

H. **Delegation of Authority.** In carrying out the provisions of this Section 30.01.087, the Director of PHB, or a designee, is authorized to adopt, amend, and repeal administrative rules to carry out and administer the provisions of this Section 30.01.087.

30.01.090 City Subsidy Projects - Long-Term Affordability Requirements.
(Amended by Ordinance Nos. 186028, 187380 and 188440, effective July 8, 2017.)

A. City Subsidy Projects that in the future request and receive a City Subsidy from PDC, PHB or other City bureau or agency for the purpose of creating or preserving rental housing affordable to households below 80 percent of MFI, will be subject to a minimum of 60 year affordability contract requirements developed by PHB consistent with the implementing charge in Subsection 30.01.090 B. Notwithstanding the foregoing, City Subsidy Projects that receive a Rental Rehabilitation Conditional Grant will be subject to a minimum of 10 year affordability contract requirement in accordance with the Rental Rehabilitation Conditional Grant Product Guidelines.

B. All City Bureaus and agencies administering affordable rental housing subsidy programs will be responsible for implementing this section. As the primary agency charged by the City to negotiate and confer affordable housing subsidies, PHB will develop implementing strategies consistent with the 60 year affordability principles contained in this section, the Administrative Procedures Implementing Title 30.01 and the approved 1998/99 Consolidated Plan, Principle III (Ordinance No. 172259).

30.01.095 Partial and Full Exemptions of System Development Charges for Affordable Housing Developments.
(Added by Ordinance No. 183448; Amended by Ordinance Nos. 186712, 186744, 187380, 187975, 189323 and 190523, effective August 1, 2021.)

A. The purpose of this Section is to reduce the costs of developing permanent affordable housing by exempting system development charges for qualified affordable housing developments. This section advances a Council-recognized

public policy goal to provide for a diversity of housing types to meet the needs of the citizens of the City.

B. The City will exempt qualified affordable housing developments from paying all or part of system development charges required by Code. The Applicant must apply for exemptions under this Section prior to the date the City issues the permit on the new development. Where new development consists of only part of one or more of the uses described in this Section, only that portion of the development that qualifies under this Section is eligible for an exemption. The balance of the new development that does not qualify for any exemption under this Section is subject to system development charges to the full extent authorized by Code or general ordinance. The Applicant has the burden to prove entitlement to exemptions so requested.

C. The City shall calculate exemptions in the manner authorized for calculating system development charges for rented and owner-occupied residential properties. Non-residential properties or the non-residential portion of mixed-use developments are not eligible for exemptions provided by this Section. Exemptions are applicable to the portions of residential properties that are directly used in providing housing for its low-income residents such as on-site manager units and shared space including but not limited to restrooms, community rooms and laundry facilities.

D. To obtain the exemption, the applicant must present to the City, at the time of Application, documentation from PHB that the development qualifies for the exemption pursuant to this Chapter. Applicant must also pay an administration fee per unit on rental and/or owner-occupied units as determined by PHB.

E. The City shall require the recording of real property covenants in the deed records for properties receiving exemptions under this Section in order to ensure compliance, or to provide remedies for failure to restrict units, or both. Deed restrictions may be used by PHB in order to restrict sale prices and rents charged for exempt units, or to provide remedies for failure to restrict units, or both.

F. Applicants shall meet the following affordable housing qualifications to be exempt from paying all or a portion of system development charges based on the type of housing provided:

1. Rental Units.

a. For purposes of this Section, "affordable" for rental housing means that the rent and expenses associated with occupancy such as utilities or fees, does not exceed 30 percent of the gross household income at the level of the rent restrictions.

b. The units receiving an exemption shall be affordable to households earning 60 percent or less of MFI at time of occupancy and shall be leased, rented or made available on a continuous basis to persons or households whose incomes are 60 percent or less of MFI, as adjusted by household size and as determined by HUD for the Portland Metropolitan Area, except as provided for below. Such units shall remain affordable for a period of 60 years.

c. Effective July 1, 2014, developments of new buildings in Old Town/Chinatown shall be eligible for exemption subject to the following conditions:

(1) Units must be located in the Old Town/Chinatown Action Plan Focus Area;

(2) Financial need must be verified through project pro forma underwriting conducted by the PDC;

(3) All units shall remain affordable for a period of not less than 10 years, to persons or households whose incomes are 100 percent or less of MFI, as adjusted by household size and as determined by HUD for the Portland Metropolitan Area, and for not less than 5 years thereafter shall continue to remain affordable to persons or households whose incomes are 120 percent or less of MFI, as so described; and

(4) The exemption granted by this Subsection shall not be available to developments for which a building permit application is filed on or after July 1, 2019, or after permit applications have been filed for development of 500 qualifying units, in the aggregate, whichever occurs first.

2. Owner-Occupied Units.

a. For the purposes of this Section, "Affordable" means that ownership units are sold to persons or households whose incomes are at or below 100 percent of MFI for a family of four as determined annually for the Portland Metropolitan Area by HUD, which income may be adjusted upward for households with more than four persons; and

b. The ownership units sell at or below the price limit as provided by Subsection 3.102.090 D.

G. The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards, and penalties, for implementation, administration, and enforcement of a program consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Partial and Full Exemptions of System Development Charges for Affordable Housing Developments program.

In the event that an applicant violates the covenants, agreements or other requirements that were established by the City as a condition of approval of an exemption application, or the owner of the property wants to remove the affordability covenants of Subsection 30.01.095 F., the City shall terminate the exemption and make due and payable all previously exempt portions of system development charges based on rates in effect on the date of the submittal of a complete building permit application, plus accrued interest from the date of the issuance of the building permit to the date of the termination of the exemption calculated with the interim interest rate in effect on the date of the termination of the exemption as set by general ordinance pursuant to Section 17.12.140, and a processing fee of $250 due to each City bureau exempting system development charges and to PHB as the administrator. The City may collect reinstated system development charges, processing fees, carrying charges and the actual costs of collections by recording a property lien pursuant to Title 22.

30.01.096 Partial and Full Exemptions of System Development Charges for Mass Shelters, Outdoor Shelters and Short-Term Shelters.

(Added by Ordinance No. 189323; amended by Ordinance No. 190381, effective April 30, 2021.)

A. The purpose of this Section is to reduce the costs of developing permanent mass shelters, outdoor shelters and short-term shelters by exempting system development charges for qualified developments. This section advances a Council-recognized public policy goal of providing a continuum of safe and affordable housing opportunities including transitional shelters, emergency shelters, and campgrounds/rest areas to meet the needs of Portland residents.

B. The City will exempt qualified mass shelter, outdoor shelter and short-term shelter developments from paying all or part of system development charges required by Code. The applicant must apply for exemptions under this Section prior to the date the City issues the permit on the new development. Where new development consists of only part of one or more of the uses described in this Section, only that portion of the development that qualifies under this Section is eligible for an exemption. The balance of the new development that does not qualify for any

exemption under this Section is subject to system development charges to the full extent authorized by Code or general ordinance. The applicant has the burden to prove entitlement to exemptions so requested.

C. The City shall calculate exemptions in the manner authorized for calculating system development charges. Exemptions are applicable to the portions of mass shelter, outdoor shelter and short-term shelter projects that are directly used in providing shelter and services for their residents such as on-site manager facilities and shared space including but not limited to restrooms, kitchens, community rooms, social service facilities, and laundry facilities.

D. To obtain the exemption, the applicant must present to the City, at the time of application, documentation from the Joint Office of Homeless Services, or other designated agency, that the development qualifies for the exemption pursuant to this Chapter.

E. The applicant must provide permit drawings that clearly note the exemption, if granted, in order to ensure compliance. Alternatively, the drawings must provide remedies for failure to comply that are acceptable to the City. Permit drawings must state the following, "This project received SDC exemptions for mass shelters, outdoor shelter or short-term shelter. The exemptions only apply to the mass shelter, outdoor shelter or short-term shelter development and associated facilities including social services. If a future tenant improvement or change of occupancy creates a use that is not a mass shelter, outdoor shelter or short-term shelter or associated service, system development charges will be assessed for the new use. It is the permittee's responsibility to maintain proper documentation of the continued mass shelter, outdoor shelter or short-term shelter use."

30.01.100 Compliance and Enforcement.

(Amended by Ordinance No. 186028, effective May 15, 2013.)

A. PHB shall develop and implement procedures to enforce the provisions of this code. Such procedures should include, where feasible, record notice of the applicability of this code to affected properties, filing a lien to enforce the provisions of this code, and developing civil penalties or other enforcement provisions necessary or appropriate to enforce this code.

B. The City Attorney's Office may enforce the provisions of this code on behalf of the City in any court of competent jurisdiction or City administrative body.

30.01.110 No Restriction of Powers of Eminent Domain; Severability.

A. This Chapter shall not be construed to restrict the City's existing authority to exercise powers of eminent domain through condemnation as outlined in state law.

B. If any part or provision of this Chapter, or application thereof to any person or circumstance, is held invalid, the remainder of this Chapter and the application of the provision or part thereof, to other persons not similarly situated or to other circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Chapter are severable.

30.01.120 Inclusionary Housing.

(Added by Ordinance No. 188163; amended by Ordinance Nos. 189071, 189213, 189302, 190145 and 190523, effective August 1, 2021.)

A. Purpose Statement. The purposes of the Inclusionary Housing ("IH") Program are:

1. Increase the number of units available to households earning 80 percent or less of MFI, with an emphasis on households earning 60 percent or less of MFI;

2. Responsibly allocate resources to increase housing opportunities for families and individuals facing the greatest disparities;

3. Create affordable housing options in high opportunity neighborhoods, those with superior access to quality schools, services, amenities and transportation; and

4. Promote a wide range of affordable housing options with regard to size, amenities and location.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and any administrative requirements set forth in this Section.

2. The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules which establish, procedures, policies, program requirements, compliance monitoring standards, and penalties, for implementation, administration, and enforcement of a program consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the IH program.

3. PHB will review the Inclusionary Housing outcomes periodically in order to determine if the IH Program options and incentives in Subsection 30.01.120 C. are consistent with City goals and market conditions.

C. Financial Incentives. The following financial incentives are provided for the respective options of IH Program compliance:

1. When the proposed development will include 20 percent of the units or total number of bedrooms configured into IH Units at or below 80 percent MFI, or for developments outside of the Central City Plan District, 15 percent of the units or total bedrooms configured into IH units at or below 80 percent MFI for applications filed on or before December 31, 2021:

a. Ten-year property tax exemption in accordance with City Code Chapter 3.103 for the IH Units. If the development is in the Central City Plan district, as designated in City Code Chapter 33.510, and has a built or base FAR of 5:1 or greater the tax exemption applies to all residential units; and

b. Construction Excise Tax exemption for the IH Units in accordance with Subsection 6.08.060 A.2.

2. When the proposed development will include 10 percent of the units or total number of bedrooms configured into IH units at or below 60 percent MFI, or for developments outside the Central City Plan District, 8 percent of the units or total number of bedrooms configured into IH units at or below 60 percent MFI for applications filed on or before December 31, 2021:

a. Ten-year property tax exemption according to City Code Chapter 3.103 for the IH units. If the development is in the Central City Plan District, as designated in City Code Chapter 33.510, and has a built or base FAR of 5:1 or greater, the tax exemption applies to all residential units; and

b. Construction Excise Tax exemption for the IH Units in accordance with Subsection 6.08.060 A.2.; and

c. SDC exemption for the IH Units in accordance with Section 30.01.095.

3. When the proposed development elects to construct IH Units offsite:

a. Construction Excise Tax exemption for the Receiving Site's IH Units in accordance with Subsection 6.08.060 A.2.; and

b. SDC exemption for the Receiving Site's IH Units in accordance with Section 30.01.095.

4. When the applicant elects to dedicate IH Units in an existing development, there are no financial incentives provided under Section 30.01.120.

5. When the applicant elects the fee-in-lieu option, there are no financial incentives provided under Section 30.01.120.

D. **Standards.** Developments providing IH Units must satisfy the following standards:

1. The IH Units must meet clear and objective administrative criteria that ensure a reasonable equivalency between the IH Units and the market-rate units in the development;

2. The IH Units shall remain affordable for a period of 99 years;

3. Owners of property subject to the IH Program are required to sign a Regulatory Agreement to be recorded with the property where the IH Units are located;

4. The owner or a representative shall submit annual documentation of tenant income and rents for the IH Units to PHB;

5. The City may inspect the IH Units for fire, life and safety hazards and for compliance with IH Program requirements and may inspect files documenting tenant income and rents of the IH Units; and

6. Subsequent failure to meet the requirements of the IH Program previously determined at the time the permit is reviewed will result in a penalty equal to the amount of the current fee-in-lieu calculation plus accrued interest, and could result in legal action if unpaid.

7. When the IH Units are configured based on a percentage of the total number of bedrooms within the proposed development, the IH Units must be provided in 2 or more bedrooms per unit.

E. To the extent that a financial incentive as set forth in this Section is not available to a development that otherwise complies with City Code Chapter 33.245, the IH Program will not be applicable to the development. If the IH Program is not applicable to the development, PHB will provide a letter certifying that the development is not subject to any IH Program requirements.

F. **Fee-In-Lieu.** When the applicant elects the fee-in-lieu option, the fee-in-lieu per gross residential and residential related square foot (GSF) of the proposed development is:

1. For developments in zones outside the Central City Plan District

Fee per GSF on or before December 31, 2020
$19
Fee per GSF after December 31, 2020
$23

2. For developments in zones within the Central City Plan District

Fee per GSF
$27

3. For Bonus FAR in non-residential developments

Fee Schedule for Bonus FAR for non-residential occupancy/use
$24 per square foot of Bonus FAR

30.01.130 Manufactured Dwelling Park Affordable Housing Density Bonus.
(Added by Ordinance No. 189783; amended by Ordinance No. 190523, effective August 1, 2021.)

A. Purpose Statement. By implementing the Manufactured Dwelling Park Affordable Housing Bonus Density Program (the "MDP Program"), the City has the following goals:

1. Support the preservation of lower-cost market rate housing in manufactured dwelling parks; and

2. Ensure there are a variety of housing types available to low income and otherwise vulnerable people.

B. PHB will certify whether a manufactured dwelling park meets the affordability standards in PCC 33.120.205 F.2. The PHB Director is authorized to adopt administrative rules to enforce the affordability standards.

C. Manufactured dwellings parks approved for the MDP Program must satisfy the following criteria:

1. Manufactured dwellings shall remain affordable for a period of 99 years.

2. Owners are required to sign a Regulatory Agreement to be recorded on the title to the property receiving a density bonus under the MDP Program.

3. Owners shall submit annual documentation of tenant income and rents for the affordable manufactured dwellings to PHB.

4. The Regulatory Agreement will authorize PHB to inspect files documenting tenant income and rents of the affordable manufactured dwellings for compliance with MDP Program requirements.

5. Failure to meet the requirements of the MDP Program will result in a penalty, and could result in legal action.

D. The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules, and establish procedures which establish procedures, policies, program requirements, compliance monitoring standards, and penalties, for the implementation, administration and enforcement of a program consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the MDP program.

30.01.140 Deeper Housing Affordability FAR Density Program.
(Added by Ordinance No. 189805; Amended by Ordinance Nos. 190093 and 190523, effective August 1, 2021.)

A. Purpose Statement. The City intends to implement the Deeper Housing Affordability FAR Density Bonus Program (the "DHA Program") to increase the numbers of dwelling units available for sale or for rent to households earning incomes that fall within particular City established parameters.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and requirements set forth in PCC Subsection 33.120.211 C.2., PCC Subsection 33.110.265 F., PCC Subsection 33.110.210 D.1. and this Section.

2. The Director of PHB or a designee may enter into covenants and agreements, prepare forms, and adopt, amend and repeal Administrative Rules, which establish procedures, policies, program requirements, compliance monitoring standards, and penalties, for implementation, administration, and enforcement of a program consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for Affordable Housing units restricted under the DHA Program.

C. Standards. Buildings or sites approved for the DHA Program must satisfy the following criteria:

1. Dwelling units for sale shall remain affordable for a period of at least 10 years and be available to households earning 80 percent or less of area MFI. Dwelling units for rent shall remain affordable for a period of 99 years and be available to households earning 60 percent or less of area MFI;

2. Owners are required to sign a covenant that will encumber the property receiving a density bonus under the DHA Program, and will be recorded in the official records of Multnomah County, Oregon;

3. For rental dwelling units, the owner or a representative shall submit annual documentation of tenant income and rents to PHB;

4. The City may inspect any of the dwelling units in the building for compliance with DHA Program requirements and may inspect files documenting tenant income and rents of the affordable rental dwelling units; and

5. Failure to meet the requirements of the DHA Program will result in a penalty and may result in legal action.

D. Penalties.

1. In the event of a failure to meet the requirements of the DHA Program and the additional requirements established in the covenant, PHB may choose to negotiate with the building owner to bring the building into compliance.

2. Should PHB and the owner not agree upon an acceptable remedy to bring the project into compliance, the owner will owe financial penalties payable to PHB as follows:

a. Dwelling units for rent:

For-Rent Dwelling Unit Penalty. For a building or site with rental dwelling units, a penalty equal to multiplying the gross square feet of the residential and residential-related portions of the building or buildings by $23;

Interest. Interest on the entire unpaid For-Rent Dwelling Unit Penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;

Financial Incentives. Repayment of any financial incentives and exemptions received according to code and Administrative Rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional Penalties. PHB may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Subsection 2. are not timely paid in accordance with the timeframe prescribed by PHB or a court of competent jurisdiction.

Upon the owner's payment in full of the applicable For-Rent Dwelling Unit Penalty, Interest, Financial Incentives repayment amounts due and payment of any Additional Penalties, the impacted building and dwelling units for rent will cease to be bound to the restrictions of the DHA Program, and PHB will release the covenant.

b. Dwelling units for sale:

(1) For dwelling units for sale, after the initial sale to an eligible homebuyer, repayment of the difference between the restricted sale price and the assessed value for each dwelling unit as stated in the DHA Program Administrative Rules; and

(2) For-Sale Dwelling Unit Penalty. For a building or site with dwelling units for sale, a penalty equal to multiplying the gross square feet of each dwelling unit and the corresponding percentage of the residential and residential-related portions of the building by $23;

Interest. Interest on the entire unpaid For-Sale Dwelling Unit Penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;

Financial Incentives. Repayment of any financial incentives and exemptions received according to code and Administrative Rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional Penalties. PHB may pursue any remedy at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Subsection 2. are not timely paid in accordance with the timeframe prescribed by PHB or a court of competent jurisdiction.

Upon owner's payment in full of the applicable For-Sale Dwelling Unit Penalty, Interest, Financial Incentives repayment amounts due and payment of any Additional Penalties, the impacted dwelling unit for sale will cease to be bound to the restrictions of the DHA Program and PHB will release the covenant for that dwelling unit.

30.01.150 FAR Transfer from Existing Affordable Housing Program.
(Added by Ordinance No. 190037; amended by Ordinance No. 190523, effective August 1, 2021.)

A. Purpose Statement. The City intends to implement the FAR Transfer from Existing Affordable Housing Program (the "Affordable Housing Transfer Program") to promote the preservation of existing affordable housing within the City.

B. Administration.

1. PHB will certify whether the applicant's existing Affordable Housing project meets the standards and requirements set forth in PCC Subsection 33.120.210 D.1. and this Section.

2. The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards, and penalties for implementation, administration, and enforcement of a program consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Affordable Housing Transfer Program.

C. Standards. Affordable Housing projects approved for the Affordable Housing Transfer Program must satisfy the following criteria:

1. All of the Affordable Housing dwelling units located on a site wanting to transfer available FAR must have an existing affordability restriction

related to funding provided by PHB for at least an additional 30 years from the date of application to PHB for the FAR transfer; and

2. The Affordable Housing dwelling units must be restricted to households earning 60 percent or less of area MFI.

30.01.160 Three-Bedroom Unit FAR Density Bonus Option Program.
(Added by Ordinance No. 190037; amended by Ordinance No. 190523, effective August 1, 2021.)

A. Purpose Statement. The City intends to implement the Three-Bedroom Unit FAR Density Bonus Option Program (the "Three-Bedroom Bonus Program") to increase the number of family-sized dwelling units available for sale or for rent to moderate-income households.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and requirements set forth in PCC Subsection 33.120.211 C.3. and this Section.

2. The Director of PHB or a designee may enter into covenants and agreements, prepare forms and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards and penalties for implementation, administration, and enforcement of a program consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Three-Bedroom Bonus Program.

C. Standards. Developments approved for the Three-Bedroom Bonus Program must satisfy the following criteria:

1. Dwelling units shall remain affordable for a period of at least 10 years and be available to households earning 100 percent or less of area median income;

2. Owners are required to sign a covenant that will encumber the property receiving a density bonus under the Three-Bedroom Bonus Program, and will be recorded in the official records of Multnomah County, Oregon;

3. For rental dwelling units, the owner or a representative shall submit annual documentation of tenant income and rents to PHB;

4. The City may inspect the affordable dwelling units for fire, life, and safety hazards and for compliance with the Three-Bedroom Bonus Program requirements and may inspect files documenting tenant income and rents of the affordable rental dwelling units; and

5. Failure to meet the requirements of the Three-Bedroom Bonus Program will result in a penalty and may result in legal action.

D. Penalties.

1. In the event of a failure to meet the requirements of the Three-Bedroom Bonus Program and the additional requirements established in the covenant, PHB may choose to negotiate with the building owner to bring the building into compliance.

2. Should PHB and the owner not agree upon an acceptable remedy to bring the project into compliance, the owner will owe financial penalties payable to PHB as follows:

a. For-Rent Dwelling Unit Penalty. For a building with rental dwelling units, a penalty equal to multiplying the gross square feet of the residential and residential-related portions of the building by $23; and

Interest. Interest on the entire unpaid For-Rent Dwelling Unit Penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;

Financial Incentives. Repayment of any financial incentives and exemptions received according to code and Administrative Rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional Penalties. PHB may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Subsection 2. are not timely paid in accordance with the timeframe prescribed by PHB or a court of competent jurisdiction.

Upon the owner's payment in full of the applicable For-Rent Dwelling Unit Penalty, Interest, Financial Incentives repayment amounts due, and payment of any Additional Penalties, the impacted building with rental dwelling units will cease to be bound to the

restrictions of the Three-Bedroom Bonus Program and PHB will release the covenant.

b. For-Sale Dwelling Unit Penalty. For a building with dwelling units for sale, repayment of the difference between the restricted sale price and the assessed value for each dwelling unit as stated in the Three-Bedroom Bonus Program Administrative Rules; and

Interest. Interest on the entire unpaid penalty amount, assessed at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the date of default;

Financial Incentive. Repayment of any financial incentives and exemptions received according to code and Administrative Rules including, but not limited to, system development charges, property taxes, and construction excise taxes; and

Additional Penalties. PHB may pursue any remedy available at law, or in equity, including but not limited to injunctive relief, and other remedies such as foreclosure, or receivership if the financial penalties established in this Section 2 are not timely paid in accordance with the timeframe prescribed by PHB or a court of competent jurisdiction.

Upon the owner's payment in full of the applicable For-Sale Dwelling Unit Penalty, Interest, Financial Incentives repayment amounts due and payment of any Additional Penalties, the impacted for-sale dwelling units will cease to be bound to the restrictions of the Three-Bedroom Bonus Program and PHB will release the covenant.

30.01.170 Design Review Procedure Certification for Affordable Housing Developments. (Added by Ordinance No. 190523, effective August 1, 2021.)

A. Purpose Statement. The City intends to implement the Design Review Procedure Certification for Affordable Housing Developments Program ("Certification Program") to increase the numbers of dwelling units available for sale or rent to households earning incomes that fall within particular City established parameters.

B. Administration.

1. PHB will certify whether the applicant's proposed development meets the standards and requirements set forth in PCC Subsection 33.825.025.A Table 825-1[2] and this Section.

2. The Director of PHB or a designee may enter in to covenants and agreements, prepare forms, and adopt, amend and repeal Administrative Rules which establish procedures, policies, program requirements, compliance monitoring standards, and penalties for implementation, administration, and enforcement of a program consistent with the provisions of this Section. The Director of PHB, or a designee, has authority to make changes to the Administrative Rules as is necessary to meet current City housing program requirements. PHB Administrative Rules will set forth clear and objective criteria to establish minimum standards for affordable units restricted under the Certification Program.

C. Standards. Buildings or sites approved for the Certification Program must satisfy the following criteria:

1. Must have dwelling units for sale or for rent that shall remain affordable for a period of at least 30 years and be available to households earning 60 percent or less of area MFI with funding or a commitment of funding from a government;

2. Failure to meet the requirements of the Certification Program may result in a penalty and may result in legal action.

sign may be up for two continuous periods of up to 180 days per year. A temporary freestanding sign may be installed for an additional 360 days if it meets the registration requirements of 32.62.010.

7. Temporary portable signs.

a. Temporary portable signs are allowed in all zones.

b. Size. Temporary portable signs may be up to 4 square feet in area. Only one side of a temporary portable sign will be counted. The vertical dimension of the sign including support structure may be no greater than 24 inches.

c. Placement. Temporary portable signs must be entirely on private property or they must meet the placement standards of Subsection 32.32.030 C., Signs extending into the right-of-way.

d. Hours of use. Temporary portable signs are allowed only between the hours of six (6) p.m. Friday and eight (8) p.m. Sunday, and the hours of six (6) a.m. and one (1) p.m. on Tuesdays.

CHAPTER 32.34 - ADDITIONAL REGULATIONS FOR SPECIFIC USES, OVERLAY ZONES, AND PLAN DISTRICTS

Sections:

32.34.010 Additional Standards for Specific Uses.
32.34.020 Additional Standards in the Overlay Zones.
32.34.030 Additional Standards in the Plan Districts.

32.34.010 Additional Standards for Specific Uses.

A. Bed and Breakfast facilities. Sites with Bed and Breakfast facilities must meet the sign regulations for Household Living.

B. Short Term Housing. Sites with Short Term Housing or Mass Shelters must meet the sign regulations for Household Living.

C. Temporary Activities. Permanent signs associated with Temporary Activities are prohibited. All signs associated with a Temporary Activity must be removed when the activity ends.

32.34.020 Additional Standards in Overlay Zones.

(Amended by Ordinance Nos. 176469, 178172, 179092, 185915, 188959, 190477 and 190687, effective March 1, 2022.) Overlay zones are shown on the Official Zoning Maps.

A. Buffer Overlay Zone

1. Where this regulation applies. The regulation of this subsection applies to signs within the Buffer Overlay Zone.

2. Regulation. Signs are prohibited in the Buffer Overlay Zone.

B. Design Overlay Zone

1. Where these regulations apply. The regulations of this subsection apply to exterior signs in excess of 32 square feet within the Design Overlay Zone, and signs over 3 square feet if they are within 50 feet of the Halprin Open Space Sequence historic district in the South Auditorium plan district. However, signs are not required to go through design review if they meet one of the following standards:

a. The sign is a portable sign, lawn sign, directional sign or temporary sign; or

b. The sign is a part of development exempt from design review under Section 33.420.045, Exempt from Design Review.

2. Awnings. Awnings within the Design Overlay Zone are subject to Chapter 33.420. Awnings must also meet the requirements of Chapter 32.52 of this Title.

3. Regulations.

a. Generally. Signs must either meet the Design Standards in Subparagraph B.3.c., below or go through Design Review, as described in this paragraph. The Design Standards provide an alternative process to design review for some proposals. Where a proposal is eligible to use the Design Standards, the applicant may choose to go through the discretionary design review process set out in Chapter 33.825, Design Review, or to meet the objective standards of Subparagraph B.3.c., below. If the proposal meets the Design Standards, no design review is required. Proposals that are not eligible to use the Design Standards, that do not meet the Design Standards, or where the applicant prefers more flexibility, must go through the design review process.

b. When Design Standards may be used. See Chapter 33.420, Design Overlay Zone.

c. Design Standard for signs. In the C, E, and I zones, signs must meet the sign regulations of the RX zone. Signs with a sign face area of over 32 square feet may not face an abutting regional trafficway or any Environmental Protection Overlay Zone, Environmental Conservation Overlay Zone, or River Natural Greenway Overlay Zone that is within 1,000 feet of the proposed site.

C. Historic Resource Overlay Zone

1. Where these regulations apply. The regulations of this subsection apply to signs on sites with the historic resource overlay zone. However, signs are not required to go through historic resource review if they meet one of the following standards:

a. The sign is a portable sign, lawn sign, or temporary sign; or

b. The sign is exempt from historic resource review under Sections 33.445.100.D., Development within a Historic Landmark boundary; 33.445.110.D., Development within a Conservation Landmark boundary; 33.445.120.D., Development within a National Register Landmark boundary; 33.445.200.D,. Development in a Historic District; 33.445.210.D., Development in a Conservation District; or 33.445.220.D., Development in a National Register District.

2. Regulations.

a. Generally. Signs must either meet the Community Design Standards in Subparagraph C.2.c., below, or go through historic resource review, as described in this paragraph. The Community Design Standards provide an alternative process to historic resource review for some proposals. Where a proposal is eligible to use the Community Design Standards, the applicant may choose to go through the discretionary historic resource review process set out in Chapter 33.846, Historic Resource Reviews, or to meet the objective standards of Subparagraph C.2.c. If the proposal meets the Community Design Standards, no historic resource review is required. Proposals that are not eligible to use the Community Design Standards, that do not meet the Community Design Standards, or where the applicant prefers more flexibility, must go through the historic resource review process.

b. When Community Design Standards may be used. See Chapter 33.445, Historic Resource Overlay Zone.

c. Community Design Standard for signs. In the C, E, and I zones, signs must meet the sign regulations of the RX zone. Signs with a sign face area of over 32 square feet may not face an abutting regional trafficway or any Environmental Protection Overlay Zone, Environmental Conservation Overlay Zone, or River Natural Greenway Overlay Zone that is within 1,000 feet of the proposed site.

D. Scenic Resource Overlay Zone

1. Where these regulations apply. The regulations of this subsection apply to signs within Scenic Resource Overlay Zone.

2. Regulations.

a. View corridors. The standards of this subparagraph apply to signs within areas designated as view corridors in the Scenic Resources Protection Plan. All signs within the designated view corridors are subject to the height limits of the base zone, except when a more restrictive height limit is established for the view corridor by the Scenic Resources Protection Plan.

b. Scenic corridors. The standards of this subparagraph apply to signs within areas designated as scenic corridors in the Scenic Resources Protection Plan. The standards of this subparagraph apply within the

street setback adjacent to the identified resource or within the first 20 feet from the resource if no setback exists. The maximum height of a freestanding sign is 15 feet. The maximum size of a freestanding sign is 100 square feet. Changing image signs are prohibited. When they are more restrictive, the sign standards of the base zone supersede the regulations of this subparagraph.

32.34.030 Additional Standards in Plan Districts.
(Amended by Ordinance Nos. 176469, 179092, 182072, 188959, 189805 and 190477, effective August 1, 2021.) Plan districts are shown on the Official Zoning Maps.

A. Central City plan district

1. Purpose. Signs in the Open Space zone are limited in keeping with the low intensity of most uses in the zone. However, the more intense uses allowed in Central City plan district Open Space zones necessitate more visible signage. These regulations are tailored to those uses.

2. Sign standards. The following regulations apply to sites in the Open Space zone.

a. The sign regulations of the CX zone apply to sites with allowed Major Event Entertainment and Commercial Outdoor Recreation uses.

b. The sign regulations of the RX zones applies to sites with allowed Retail Sales and Service uses.

B. Columbia South Shore plan district

1. Purpose. Signs in this plan district should not dominate the landscape or compete with views of streetscapes, view corridors and natural resources. Sign standards are intended to allow for signs to be visible to streets that abut the site, but not to interstate freeways and locations outside the district. Businesses are encouraged to rely on monument signs to identify and communicate their presence.

2. Where these regulations apply. The regulations of this subsection apply to signs in the Columbia South Shore plan district.

3. Sign standards.

a. Signs must conform to the sign standards of the CX zone as modified by the requirements of this subsection. When they are more restrictive, the regulations of the base zone supersede the regulations of this subsection. Adjustments to this subsection are

allowed only for the sign height on sites more than 10 feet below the level of the surface of the adjacent roadway. All other sign adjustments are prohibited.

b. The following signs are prohibited:

(1) Freestanding signs, except monument signs, temporary freestanding signs, and directional signs;

(2) Changing image signs; and

(3) Awning signs with illumination internal to the awning.

c. Monument signs. One monument sign is allowed per street frontage. Monument signs are allowed to a maximum height of 6 feet above the adjacent sidewalk and a maximum of 10 feet in length. The end width of the monument structure may not exceed 2 1/2 feet. Signage may be located on two parallel monument faces.

d. Signs along Marine Drive. Signs are prohibited within 200 feet of the toe of the levee slope, except for directional signs. Between 200 and 500 feet from toe of the levee slope, signs that face Marine Drive are limited to 1/2 square foot of sign face area per lineal foot of building wall, with a maximum sign area of 100 square feet.

C. Hillsdale plan district.

1. Where this regulation applies. The regulation of this subsection applies to signs in the Hillsdale plan district.

2. Sign standard. Portable signs are prohibited in the right-of-way in the Hillsdale Plan District.

D. Macadam plan district

1. Where these regulations apply. The regulations of this subsection apply to signs in the Macadam plan district.

2. Standards.

a. Freestanding signs are limited to 1/2 square foot of sign face area per lineal foot of arterial street frontage. Signs attached to buildings, marquees, or other structures are limited to 1/2 square foot of sign face area per lineal foot of primary building wall. Maximum sign face area is 100 square feet.

b. The maximum height of a freestanding sign is 15 feet.

c. Changing image sign features are prohibited.

E. Portland International Raceway plan district

1. Where these regulations apply. The regulations of this subsection apply to signs in the Portland International Raceway (PIR) plan district.

2. Standard. Signs must conform to the sign program of an approved PIR Master Plan. See Chapter 33.564, Portland International Raceway Plan District.

F. South Auditorium plan district

1. Where these regulations apply. The regulations of this subsection apply to the South Auditorium plan district.

2. Standards.

a. Design review. Unless exempted under Subparagraphs F.2.f. and g., below, all exterior signs are subject to the regulations of Chapter 33.420, Design Overlay Zone.

b. Projecting signs. Projecting signs are prohibited.

c. Signs for Retail Sales And Service uses. All signs on sites with Retail Sales And Service uses must be fascia signs. The total square footage of signs per retail tenant space must not exceed 1 square foot of sign for each lineal foot of primary building wall of tenant space.

d. Signs for residential-only developments. Sites developed with only residential uses are limited to one fascia sign not exceeding 10 square feet in total area.

e. Signs for other uses and developments. The maximum total sign area allowed per frontage for uses or developments not listed in Subparagraphs F.2.c. and d., above is 1 square foot for each 3 lineal feet of primary building wall. Only signs attached to buildings are allowed, except in a commercial zone where up to two freestanding signs per arterial street frontage are allowed. One sign is not allowed to exceed 12 feet in height and 100 square feet in area, and the other sign is not allowed to exceed 5 feet in height and 10 square feet in area. The regulations of the base zone supersede the regulations of this subparagraph when they are more restrictive.

f. Temporary signs, portable signs, and lawn signs. Temporary signs, portable signs, and lawn signs are exempt from the sign regulations of Subparagraph F.2.a. through e., above. Temporary signs and portable signs are limited to a total combined area of 25 square feet per site.

g. Directional signs. Directional signs are exempt from the sign regulations of Subparagraph F.2.c. through e., above.

G. Cascade Station plan district.

1. Where this regulation applies. The regulation of this subsection applies to signs in Subdistrict A of the Cascade Station plan district.

2. Sign standard. When a Cascade Station Sign Program has been approved, signs are exempt from the provisions of Chapter 32.30 through 32.38 of this Code. Until such time as a Sign Program is approved, signs will be subject to the provisions of Chapters 32.30 through 32.38.

H. Hollywood plan district.

1. Where this regulation applies. This regulation applies to signs associated with new development on sites with frontage on the Enhanced Pedestrian Streets shown on Map 536-3 in Chapter 33.536, Hollywood Plan District. Alterations or exterior improvements to existing development are exempt from this regulation.

2. Freestanding signs are prohibited.

I. North Interstate plan district.

1. Purpose. Encouraging retention of the mid-century signs identified in this subsection will represent Interstate Avenue Corridor's rich past as US Route 99, which was the West Coast's major north-south highway before Interstate 5 was built. Because their current locations may preclude desired development, allowing them to move to other locations along the corridor is necessary to ensure preservation.

2. Where these regulations apply. The regulations of this subsection apply only to signs in the North Interstate plan district listed in Paragraph I.4.

3. Relocation allowed. The special signs listed in Paragraph I.4., below, may be relocated as follows:

a. The sign may be moved to another location on the site where it is currently located, or to another location that meets the requirements of this subsection;

b. The receiving site must have frontage on North Interstate Avenue between N. Argyle St. and N. Fremont St.;

c. The receiving site must be zoned either CI1, CI2, CM2 or CM3;

d. Signs removed from their sites may be stored elsewhere before relocation;

e. Relocated signs are subject to discretionary Design Review. Design review will consider the location of the sign on the site, the visual relationship of the sign structure to other development on the site, and the visual relationship to North Interstate Avenue; in a content-neutral manner as provided in Section 32.38.010;

f. Relocated signs that are nonconforming as to size, height, lighting, or area of changing image do not have to come into conformance with the requirements of Chapters 32.30 through 32.38. However, they may not move further out of conformance with the size, height, and lighting regulations unless an adjustment or modification is approved. Increases to the area of changing image on a relocated sign are only allowed as provided in Section 32.32.030;

g. Relocated signs do not count towards the maximum sign allocation on the receiving site; and

h. Relocated signs are subject to the other requirements of this Title.

4. Special signs. The signs below may be relocated as specified in this subsection. The signs are:

a. Street address 4333 N. Interstate Avenue, also known as "The Westerner Motel sign."

b. Street address 4024 N. Interstate Avenue, also known as "The Alibi sign."

c. Street address 5226 N. Interstate Avenue, also known as "The Crown Motel sign."

d. Street address 3801 N. Interstate Avenue #4, also known as "The Palms Motel sign."

e. Street address 6701 N. Interstate Avenue , also known as "The Viking Motel sign."

f. Street address 6423 N. Interstate Avenue, also known as "The Nite Hawk sign."

g. Street address 4739 N. Interstate Avenue, also known as "The Budget Motel sign."

h. Street address 5205 N. Interstate Avenue, also known as "The Super Value Motel sign."

i. Street address 6049 N. Interstate Avenue, also known as "The Central Bowl sign."