#### PROSPER PORTLAND

Portland, Oregon

#### **RESOLUTION NO. 7512**

# AUTHORIZING A USE PERMIT WITH THE CITY OF PORTLAND FOR OPERATION OF A NAVIGATION CENTER AT 1111 NW NAITO PARKWAY

**WHEREAS**, in 1987, Prosper Portland acquired property at 1111 NW Naito Parkway, at the base of the west side of the Broadway Bridge (the "Property"), as part of Prosper Portland's acquisition of Union Station (the "Property");

WHEREAS, Prosper Portland leased the Property to the City of Portland's Office of Management & Finance (OMF), under a Master Lease dated February 4, 2019, and OMF subleased the Property to Oregon Harbor of Hope (OHOH), for the operation of a shelter and intensive case management facility ("Navigation Center");

**WHEREAS**, the Master Lease will terminate on December 31, 2023, and OMF has requested that Prosper Portland allow OMF to continue to use the Property to operate or contract operation of the Navigation Center;

**WHEREAS**, Prosper Portland is willing to provide a Use Permit to OMF that will allow access to the Property and allow OMF to provide short-term shelter and supportive service opportunities to some of the city's most vulnerable and marginalized individuals;

WHEREAS, as a part of this Use Permit, OMF will seek a determination by the Department of Environmental Quality (DEQ) that continued use of the Property for the Navigation Center with the Property's existing capping elements is acceptable under the June 1998 Record of Decision (ROD); and

WHEREAS, if DEQ does not provide this determination by December 1, 2024, then the Use Permit will automatically terminate, and if DEQ determines that additional improvements or capping elements are required for continued use of the Property for the Navigation Center, then OMF will promptly install such improvements, at its sole cost and expense.

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Director is hereby authorized to enter into and execute a Use Permit, in the form attached as Exhibit A to this resolution, between Prosper Portland and OMF for the operation of the Navigation Center at the Property for a period of four years and eight months, starting on January 1, 2024, until August 31, 2028;

**BE IT FURTHER RESOLVED**, that the Executive Director is hereby authorized to make any changes to or to execute any amendments to the Use Permit, so long as the terms do not materially increase Prosper Portland's obligations or risks, as determined by the Executive Director in consultation with Prosper Portland's General Counsel; and

**BE IT FURTHER RESOLVED**, that with the affirmative vote of no less than four commissioners for this resolution, this resolution will become effective immediately upon its adoption, and otherwise it will take effect thirty days after adoption.

Adopted by the Prosper Portland Commission on

December 13, 2023

Pam Feigenbutz, Recording Secretary

#### **USE PERMIT**

#### **BROADWAY BRIDGEHEAD SITE**

THIS PERMIT (this "**Permit**") is effective as of January 1, 2024, between Prosper Portland, the economic development and urban renewal agency of the City of Portland ("**Prosper Portland**") and the City of Portland, Office of Management and Finance - Facilities ("**Permittee**") (individually, each a "**Party**" and collectively, "**Parties**").

#### **RECITALS**

- A. Prosper Portland holds title to the real property referred to as the Broadway Bridgehead site, consisting of approximately 1.97 acres of property comprised of two parcels, tax account nos. R508394 and R508395, as depicted on the attached <u>Exhibit A</u> (the "**Property**").
- B. Under a Master Lease between the Parties, dated February 4, 2019 (the "Master Lease"), which terminated December 31, 2023, Prosper Portland leased the Property to Permittee; Permittee, in turn, subleased the Property to Oregon Trail of Hope, a 50l(c)(3) non-profit corporation, for use as a temporary shelter and intensive case management facility consisting of a shelter and intensive case management facility (including, without limitation, the provision of medical, dental, drug and alcohol treatment and veterinary services) and approved ancillary and incidental uses (such as parking and landscaping), as depicted on the attached Exhibit B (collectively, the "Permitted Purpose" or "Navigation Center").
- C. The sublease referred to in Paragraph B has terminated, and Permittee now desires Prosper Portland to allow Permittee to use the Property to operate or contract for operation of the Navigation Center directly.
- D. The Property contains elevated metals and petroleum constituents in the soil that have been found to pose a risk to public health. A June 1998 Record of Decision ("ROD") requires soil capping and institutional controls as part of any redevelopment and reuse of the Property (the ROD can be found on the Oregon Department of Environmental Quality ("DEQ") website under Site ID 1962¹). In its letter dated June 15, 2018, attached to this Permit as Exhibit C, DEQ found that the capping elements installed as part of the construction of the Navigation Center would be acceptable as a temporary measure.
- E. Given Permittee's intent to continue operation of the Navigation Center longer than its initial contemplated period of use of five (5) years, Permittee has engaged DEQ and requested that DEQ assess whether the existing capping features on the Property need to be enhanced to comply with the ROD.
- F. Prosper Portland is willing to allow Permittee to use the Property, on the terms and conditions set forth in this Permit.

<sup>&</sup>lt;sup>1</sup> https://www.deg.state.or.us/Webdocs/Forms/Output/FPController.ashx?SourceIdType=11&SourceId=1962

- G. Permittee intends to undertake the Navigation Center shelter operations through a City contracted shelter operator ("**Shelter Operator**").
- H. This Permit complies with the requirement to locate operations in City owned facilities under City Binding Policy ADM 13.01.

NOW THEREFORE, in consideration of the mutual promises contained herein and the performance thereof, the Parties agree to the following:

#### **AGREEMENT**

#### 1. PERMIT GRANT

- 1.1. <u>Limited Purpose</u>. Permittee, its agents, and invitees will have the right to enter upon and use the Property solely for the Navigation Center.
- 1.2. Permits and Authorizations; DEQ Approval. Permittee will be solely responsible, at its cost and expense, for obtaining any required permits or authorizations necessary to allow the Navigation Center on the Property. Permittee work diligently to promptly obtain a determination by DEQ that continued use of the Property for the Navigation Center with the Property's existing capping elements is acceptable under the ROD. If DEQ does not provide this determination by December 1, 2024, then the Permit will automatically terminate. If DEQ determinates that additional improvements or capping elements are required for continued use of the Property for the Navigation Center, then Permittee will promptly install such improvements, at its sole cost and expense.

#### 2. GENERAL CONDITIONS OF PERMIT

- 2.1. <u>AS-IS</u>. Permittee acknowledges that it has been in possession of the Property under the prior Master Lease and accepts the Property "AS IS," including the condition or existence of any improvements or personal property located thereon. Permittee hereby waives and releases any and all claims or causes of actions it might have on account of injury to persons or property arising from any dangerous condition encountered on the Property, whether hidden or otherwise, known or unknown. Access to and use of the Property is in its "AS IS" condition. Prosper Portland has no liability to Permittee, or Permittee's agents, guests, visitors or invitees for any damage or injury caused by the condition of the Property.
- 2.2. <u>Assumption of Risk</u>. Entry onto the Property is at Permittee's sole cost and risk. Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee, in connection with or incidental to this Permit.
- 2.3. <u>No Representations or Warranties</u>. Prosper Portland makes no warranty or representation whatsoever regarding the physical or environmental condition of the Property, the safety or suitability of the Property for the Navigation Center, the availability of utilities, acceptable title, or otherwise.

### 3. OPERATIONS AND MAINTENANCE

- Operation and Maintenance. Permittee is required to keep the Property in a clean, 3.1. sanitary and neat condition at all times. To minimize impacts to surrounding properties, Permittee will remove and dispose of all trash and debris on the sidewalks and/or public right of way that surrounds the Property. Permittee will keep the sidewalks and or right of way surrounding the Property and all access paths on the Property clear of obstruction, ice and snow. Except for Shelter program relevant signage (such as identification of shelter and operator names, directional signage, ADA or other legally required postings, conduct rules and no trespassing), no signage, equipment or device may be adhered or affixed to any structure or improvement placed at the Property, fence or landscape at the Property, without the written consent of Prosper Portland. Smoking is not permitted on the Property except in designated smoking areas. Any food services at the Property must comply with Multnomah County health regulations. No consumption, possession or sale of alcoholic beverages or cannabis is permitted on the Property. No illegal controlled substances will be possessed, used or sold at the Property, and no medical or recreational cannabis cultivation or dispensary is permitted. Activities that constitute public or private nuisance under state and local laws (including but not limited to Oregon Revised Statutes Chapter 105, Multnomah County Code Sections 15.225 et seq, or Portland City Code) are prohibited. No motor vehicle (such as mobile homes, RV, truck, motorcycle, moped) repair, maintenance, parking or storage is permitted, except as reasonably necessary to engage in the Permitted Purpose; vehicles in active use for delivery or service are permitted at the Property only during the period of such delivery or service. Permittee will remedy any damage, injury, or loss caused by Permittee or its agents or invitees. Permittee will be responsible for protecting all public and private property along and adjacent to the Property from damage attributable to the Permitted Purpose. Without limiting the responsibility of Permittee to comply or ensure compliance with this Subsection 3.1, the Parties understand that the City's Shelter Operator will have responsibility for dayto-day operations and maintenance in this Subsection.
- 3.2. <u>Security Plan</u>. Permittee will develop, implement and communicate Perimeter Security and Operating Plans with respect to the Navigation Center (the "Security Plans"), including, at a minimum:
  - (a) A six-foot (6') minimum fence will be maintained around the Navigation Center (consistent with Exhibit B) that includes signage/notices against trespass.
  - (b) The fenced area will be patrolled routinely.
  - (c) Permittee will ensure the Shelter Operator conducts its operations under a "Good Neighbor Agreement," to include community guidelines and/or code of conduct regarding the Shelter Operator's agents and invitees, and reasonable processes and procedures to address disruptive and unsafe behaviors, which may include property ejection or exclusion.

- (d) Without limiting the responsibility of Permittee to comply or ensure compliance with this Subsection 3.2, the Parties understand that the City's obligation in this Subsection will be carried out by the Shelter Operator.
- 3.3. Remedial Action Plan. Permittee will comply with the ROD, the Remedial Action Plan for the Property approved by the Oregon DEQ as of September 14, 2018 (the "RAP"), and all other applicable laws, regulations, or governmental directives. Permittee will consider the environmental condition prior to permitting any uses or occupation and will compel appropriate limitations. Permittee may not permit any activities to occur that are inconsistent with the RAP. Although Permittee is responsible for bearing all costs in connection with complying with the RAP, nothing in this Permit makes Permittee liable for environmental contamination that pre-existed at the Property prior to this Permit, unless the activities of the Permittee, its invitees, or its contractors' exacerbate said environmental contamination or impair future cleanups.
- 3.4. No Costs Borne by Prosper Portland. Permittee acknowledges that Prosper Portland is not charging any fees for the rights conferred by this Permit, and in exchange, Permittee is solely responsible for all fees, costs, and expenses that may be incurred in connection with the Navigation Center, Permittee's use of the Property, the development, construction, due diligence, operation, or maintenance of the Navigation Center, and the possession, use or ownership (e.g., owner responsibilities regarding sidewalk cleanliness and maintenance under PCC 17.28.20 and snow/ice removal under PCC 17.28.25) of the Property during the Permit term, including, without limitation, any costs or expenses related to the interim remediation cap or any other interim environmental remediation or mitigation measures required by DEQ, and any ongoing monitoring or oversight fees from DEQ with respect to the Navigation Center. Without limiting its other obligations, Permittee agrees to pay accrued and ongoing costs and expenses imposed by DEQ upon Prosper Portland that are related to DEQ's approval or monitoring of the RAP, its enforcement of environmental regulations over the Property, or in defense of its decisions or actions related to the Property, including but not limited to administrative and litigation costs.
- 3.5. Payment or Reimbursement of Costs. To the extent any costs for which Permittee is responsible are invoiced to or paid by Prosper Portland, Prosper Portland may either forward the invoice to or seek reimbursement from Permittee, and it is a material obligation of Permittee under this Permit that Permittee will promptly pay the invoice or reimburse Prosper Portland for having paid the invoice.
- 3.6. <u>Inspection</u>. Prosper Portland, its agents, employees and representatives, may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose, subject to any constitutional or statutory privacy rights the invitees may have (which will be addressed in coordination with Permittee to the extent Prosper Portland seeks access).
- 3.7. <u>Unauthorized Access</u>. Permittee will keep the Property as secure as possible from the unauthorized entry of other persons during the term of this Permit. Prosper Portland will not be responsible for claims or loss resulting from injury, death, disease to invitees, licenses or trespassers on the Property.

#### 4. INSURANCE AND INDEMNIFICATION

- Indemnification. To the extent permitted by the Oregon Constitution and subject to the 4.1. limitations of the Oregon Tort Claims Act, Permittee will indemnify, hold harmless and at Prosper Portland's request, defend Prosper Portland, and its officers, agents and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, relating to Permittee's use of the Property, the operation/construction/implementation/management of the Navigation Center, and Permittee's activities under this Permit. Without limiting the foregoing, if any third party, neighbor, association, or user of the Property files a claim or threatens to file a claim against Prosper Portland due to this Permit, the use of the Property as a Navigation Center, the failure to timely obtain any permit or authorization required for operation of the Navigation Center (including, without limitation, the determination required by DEQ pursuant to Section 1.2, above, or a land use permit), or for any other reason related to this Permit, including any environmental claims related to the condition of the property, Permittee will fully defend and indemnify Prosper Portland. In the event that Permittee is required to defend Prosper Portland, Prosper Portland shall have the right and opportunity to choose independent counsel, who will be reimbursed at the reasonable and customary rates of similar attorneys practicing in the Portland area. If Permittee refuses or fails to defend as required, Prosper Portland may, at its sole option, settle or defend any claims, and Permittee must, upon demand, pay to Prosper Portland the full costs of any settlement, judgment, or defense, including all expenses and attorneys' fees. In addition to the foregoing, Permittee will require its Shelter Operator to comply with this Subsection and indemnify Prosper Portland.
- 4.2. Theft, Damage or Destruction. Prosper Portland accepts no responsibility for any theft, damage or destruction to any materials, equipment or any other property of Permittee or anyone acting on behalf of Permittee in connection with or incidental to this Permit.

#### 5. LEGAL AND REGULATORY RESTRICTIONS; NO LIENS

- 5.1. Compliance With Laws. Permittee will in its use and entry upon the Property observe all rules, regulations, decisions, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Permittee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Permittee's authorized entry upon and use of the Property. Furthermore, to the extent permitted by the Oregon Constitution and subject to the limitations of the Oregon Tort Claims Act (to the extent that they apply, it being understood that no limits outside the Oregon Tort Claims Act are being imposed in this Permit), Permittee agrees to indemnify Prosper Portland as provided above for any damages caused by the violation thereof or of any permits or approvals that may so be required. In addition to the foregoing, Permittee will require its Shelter Operator to comply with this Subsection and indemnify Prosper Portland.
- 5.2. <u>No Liens</u>. Permittee will not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any), including, without limitation, any liens or encumbrances relating to other financing

- being pursued by Permittee. This Permit is subject to all easements, covenants or other restrictions of record.
- 5.3. No Hazardous Substances. Permittee will not cause nor permit to occur the use, generation, release, manufacture, handling, processing, storage, disposal or improper use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance. Hazardous Substances are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority.

#### 6. TERM OF PERMIT

- 6.1. <u>Term.</u> The term of this Permit will commence on January 1, 2024 (the "Commencement Date") and will expire on August 31, 2028, unless terminated early in accordance with Section 1 or Section 7 (the "Term").
- 6.2. Removal of Personal Property; Restoration. Upon any termination or expiration of this Permit, Permittee will quit the Property after repairing any damage to the Property caused by Permittee's use thereof or by the Permitted Purpose. Permittee will, upon expiration of the term, ensure that all persons, improvements installed by Permittee under this Permit or the prior Master Lease, and personal property is removed from the Property, except to the extent expressly permitted in writing by Prosper Portland. Permittee will return the Property in a clean, sanitary, and safe condition upon the expiration of this Permit.

#### 7. EARLY TERMINATION

This Permit may be terminated early in any of the following circumstances:

- 7.1. Rail Project. Permittee acknowledges that Prosper Portland is currently working with the Federal Railroad Administration to secure grant funding for a potential future expansion of rail facilities at the Union Station property (the "Rail Project"), which Prosper Portland understands may be contingent upon the ready availability of land for this expansion. If Prosper Portland determines in good faith that a portion of the Property is reasonably necessary in order to facilitate the Rail Project, Prosper Portland may, by written notice delivered as far in advance as reasonably possible, require that the premises will be reduced or (only to the extent the Rail Project would require a portion of the Property significant enough to warrant it) that the Permit must be terminated in order to accommodate the Rail Project.
- 7.2. <u>Termination for Other Cause</u>. Prosper Portland may terminate the Permit following any material default under the Permit that is not promptly cured by Permittee, which cure will in no event be effected later than thirty (30) days following written notice by Prosper Portland.

#### 8. GOVERNING LAW

This Permit will be construed and interpreted in accordance with the laws of the State of Oregon.

#### 9. REAL AND PERSONAL PROPERTY TAXES

Permittee will be solely responsible for payment of any real property taxes or fees assessed against the Property as a result of the uses permitted by this Permit or for any other costs associated with the use or ownership of the Property during the term.

#### 10. ENTIRE AGREEMENT

This Permit constitutes the entire agreement between the Parties on the subject matter hereof; provided that the Parties acknowledge that the prior Master Lease governs the period that Permittee was in possession of the Property prior to the commencement of the term of this Permit and there may be obligations ongoing related to that period of time. No waiver, consent, modification or change of terms of this Permit will bind either Party unless in writing and signed by both Parties.

#### 11. SEVERABILITY

The provisions of this Permit are severable, and if one or more provisions are determined to be unenforceable, in full or in part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, will not be affected in any respect whatsoever.

#### 12. SPECIAL CONDITIONS

- 12.1. Media Inquiries. Any inquiries from the general public, media or any other party regarding this Permit, or any activity related to the Permitted Purpose are to be referred to the City of Portland, Office of Mayor Wheeler, Attn Cody Bowman, Communications Director; cody.bowman@portlandoregon.gov, or the successor point of contract, with a copy to the Permittee contact in Section 14. The City will provide updates for media point of contact information via administrative communication such as email or interoffice memorandum. A sign will be posted on the Property indicating the methods of reaching the point of contact.
- 12.2. No Relocation Benefits. Permittee will not take action that would create residential landlord-tenant relationships with any clients/invitees of the Navigation Center so as to trigger application of PCC Chapter 30.01, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, or any other law, regulation or binding legal directive that would require any relocation benefits or other like payments. The Parties do not believe that relocation benefits or other like payments will be legally required to be paid to clients/invitees of the Navigation Center upon the expiration or termination of the Permit. To the extent this is incorrect and relocation benefits or other like payments are owed, then Permittee will be responsible for any such payments.

#### 13. SPECIAL ORS 457 LIMITATION

Permittee understands that Prosper Portland has acquired the Property with Tax Increment Finance funds under the provisions of Oregon Revised Statues Section 457. Consequently, the temporary nature of the Permitted Purpose is critical. In accord with ORS 457.230 and other related sections of the code the Property is intended to be "developed, redeveloped, cleared, conserved or rehabilitated" for a purpose that furthers the River District Urban Renewal Area Plan. A permanent homeless shelter is not currently consistent with the Plan. Prosper Portland intends that the Property be available so as to be a contributing element of redevelopment plans scheduled to occur in concert with the Broadway Corridor development and/or the Rail Project, among other urban renewal uses consistent with the River District Urban Renewal Area Plan.

#### 14. NOTICES AND AMENDMENTS

14.1. Notices under this Permit will be made in writing by U.S. Mail or electronic mail to:

To Permittee:
City of Portland
OMF - Facilities
1120 SW 5th Ave Room #1204
Portland, Oregon 97204
Attn: Rick Dyer

rick.dyer@portlandoregon.gov

With a copy to:
City of Portland
City Attorney's Office
1221 SW 4th Ave, Rm #430
Portland, OR 97204
cityattorneysoffice@portlandoregon.gov

To Prosper Portland:
Prosper Portland
220 NW 2nd Ave., Suite 200
Portland, OR 97209
Attn.: Ember Breckenridge
BreckenridgeE@prosperportland.us

With a copy to:
Prosper Portland
220 NW 2nd Ave., Suite 200
Portland, OR 97209

Attn.: Office of the General Counsel <u>Legalnotice@prosperportland.us</u>

14.2. The Parties agree that any Amendments to this Permit will be made in writing and become effective upon execution by both Parties.

#### 15. GENERAL

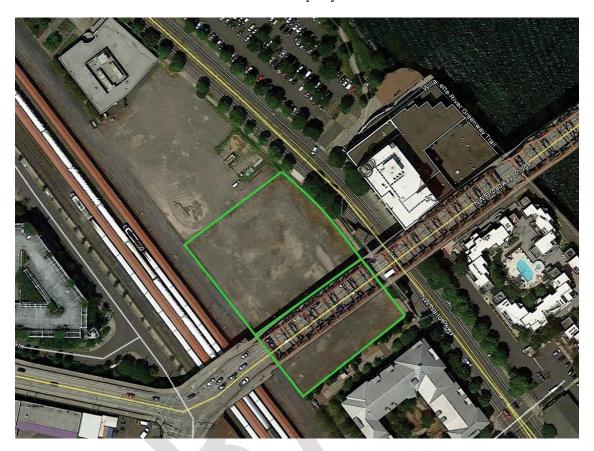
- 15.1. <u>Non-Assignment</u>. The Permittee will not assign this Permit without the written consent of Prosper Portland, not to be unreasonably withheld.
- 15.2. <u>Counterparts</u>. This agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures and facsimiles.
- 15.3. <u>No Third Party Beneficiaries</u>. Prosper Portland and Permittee expressly agree that there are no third party beneficiaries of this Permit.

The Parties, through their authorized representatives, have caused it to be executed on the date first indicated above.

PERMITTEE:	PROSPER PORTLAND:	
City of Portland, Oregon	Prosper Portland	
Michael Jordan, Chief Administrative Officer Office of Management and Finance	Kimberly Branam, Executive Director	
APPROVED AS TO FORM:	APPROVED AS TO FORM:	
City Attorney	Prosper Portland Legal Counsel	

# Exhibit A

# The Property



 $\underline{\text{Exhibit B}}$  Depiction of Permitted Purpose (Navigation Center Site Plan)

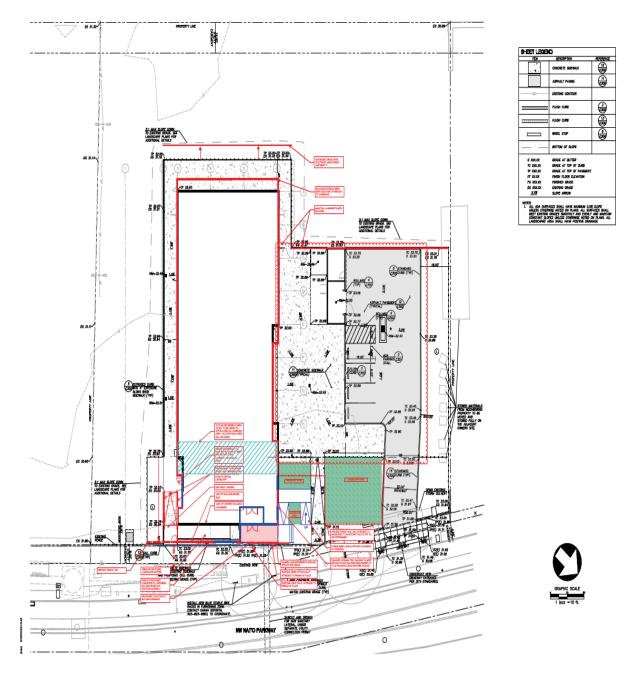


Exhibit C

Copy of DEQ's June 25, 2018 Letter re: Approval of Remediation for Temporary Use (See Attached)





#### Department of Environmental Quality

Northwest Region

700 NE Multnomah Street, Suite 600

Portland, OR 97232 (503) 229-5263

FAX (503) 229-6945 TTY 711

June 25, 2018

via electronic delivery

TO: Whom it may concern:

RE: Proposed Temporary Capping/Development

Harbor of Hope, to be located on Union Station - Parcel A North

Site ID No. 1962

Oregon Department of Environmental Quality (DEQ) Northwest Region Cleamup staff have reviewed preliminary plans for construction of the Harbor of Hope Navigation Center on Lot 2 of the Union Station – Parcel A North property owned by Prosper Portland. Based on information provided in a June 22 email, DEQ is comfortable that capping measure proposed as part of site development will be protective of public health and the environment if properly constructed and maintained. We understand that the development is not intended as a permanent site feature, and that capping does not constitute the final site remedy.

The subject property contains elevated metals and petroleum constituents in soil that pose an unacceptable risk to public health, specifically future site residents. Under a Record of Decision issued for the entirety of the Parcel A North property in 1998, the site environmental remedy requires capping with hardscape and/or clean fill to isolate contamination from future site users. DEQ has been informed that Harbor of Hope will be developed on the site to support Portland's houseless community. A construction schematic and accompanying details (June 22 email) indicate that the development will be underlain by a combination of hardscape (asphalt and/or concrete) and softscape (demarcation layer and a minimum of 1 foot of clean fill). Both are acceptable to DEQ as temporary capping measures. Note that DEQ will require annual inspection of capping elements on an annual basis during the life of the facility, in particular focusing on softscape areas where erosion might occur. If operation of the Navigation Center extends beyond the contemplated "temporary" period of use, for example exceeding a period of five years, it will be necessary to engage DEQ and assess whether capping features need to be enhanced to fulfill permanent cap requirements outlined in the 1998 ROD and 1999 Remedial Action Plan approved by DEQ.

We understand that a work plan will be submitted for DEQ review and approval prior to the initiation of any site construction work, outlining the specifics of cap construction, soil management (utilizing the existing Contaminated Media Management Plan), a Health and Safety Plan, a Cap Inspection and Maintenance Plan, and any other relevant material. <u>Final DEQ approval of the proposed temporary cap</u> will be issued following review and approval of the work plan.

Please note that Cleanup Program staff will handle the erosion and sediment requirements associated with the 1200-C construction stormwater general permit. All of the substantive requirements of the permit will need to be met, but permit coverage will not be issued or fees charged. Please contact us to discuss this matter further.

June 25, 2018 Page 2

During my absence from the office June 26 through July 18, NWR Cleanup Manager Paul Seidel will be point-of-contact for DEQ. Paul can be reached at 503-229-5614 or <a href="mailto:seidel.paul@deq.state.or.us">seidel.paul@deq.state.or.us</a>.

Sincerely;

Daniel Hafley, Hydrogeologist Northwest Region Cleanup Section

Ec: Paul Seidel, DEQ

Christine Svetkovich, DEQ Nina DeConcini, DEQ Cheryl Grabham, DEQ Colin Polk, Prosper Portland Mark Havighorst, Farallon

Cc: NWR Cleanup Files, ECSI# 1962





## **RESOLUTION NO. 7512**

	JSE PERMIT WITH THE CITY OF PORT TER AT 1111 NW NAITO PARKWAY	LAND FOR OP	PERATION OF A		
NAVIGATION CEN	TEICAT TITTINW NATIO FARRWAT				
Adopte	ed by the Prosper Portland Commission	on December 13	3, 2023		
PRESENT FOR	PRESENT FOR		VOTE		
VOTE	COMMISSIONERS	Yea	Nay	Abstain	
<b>✓</b>	Chair Gustavo J. Cruz, Jr.	<b>√</b>			
<b>✓</b>	Commissioner Marcelino J. Alvarez	<b>✓</b>			
<b>✓</b>	Commissioner William Myers	<b>✓</b>			
<b>✓</b>	Commissioner Michi Slick	<b>✓</b>			
	Commissioner Serena Stoudamire Wesle	у			
☐ Consent Agenda ✓ Regular Age		da			
	CERTIFICATION				
The undersigned he	reby certifies that:				
	ntion is a true and correct copy of the per Portland Commission and as duly re				
			Date:		
Pour Teigenbutg		December 14, 2023			
Pam Feigenbutz, F	Recording Secretary				