

**PORTLAND DEVELOPMENT COMMISSION**  
Portland, Oregon

**RESOLUTION NO. 6644**

**INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING  
AUTHORITY OF PORTLAND AND THE CITY OF PORTLAND  
RELATED TO THE DEVELOPMENT OF THE RESOURCE ACCESS  
CENTER ON CERTAIN PDC-OWNED PROPERTY IN THE RIVER  
DISTRICT URBAN RENEWAL AREA**

**WHEREAS**, the Portland City Council (the "Council") adopted Resolution No. 36367 on December 21, 2005, approving Home Again: A Ten Year Plan to End Homelessness ("10-Year Plan"), that seeks permanent solutions to homelessness by focusing on the most chronically homeless populations, streamlining access to existing services to prevent and reduce homelessness and concentrating resources on programs that offer measurable results;

**WHEREAS**, the 10-Year Plan contemplates a Resource Access Center ("RAC") to provide homeless people with quick and direct access to programs that move them directly into permanent housing;

**WHEREAS**, in a September 19, 2007 memorandum, Commissioner Erik Sten communicated the importance of the RAC and requested that the Portland Development Commission ("PDC"), the Housing Authority of Portland ("HAP") and the City's Bureau of Housing and Community Development ("BHCD") work cooperatively and in their respective roles to bring about the RAC;

**WHEREAS**, HAP analyzed several sites for the RAC pursuant to an Intergovernmental Agreement between PDC and HAP dated December 1, 2007 resulting in the recommendation of Block U for the RAC;

**WHEREAS**, the RAC, including an internal queuing area for clients, is planned to be within a larger development that will include, among other things a men's shelter, 130 units of permanent supportive housing, and off-street parking (collectively the "Project");

**WHEREAS**, Resolution No. 6564, adopted February 27, 2008, by PDC's Board of Commissioners (the "Board"), authorized the negotiation of a Disposition and Development Agreement (the "DDA") related to the conveyance of Block U to HAP and PDC's financial participation in the Project;

**WHEREAS**, On March 5, 2008, the Council adopted Resolution No. 36586, which reaffirmed the City's commitment to develop the RAC, established a preference for siting of the RAC on Block U, and resolved that PDC will transfer site control of Block "U" to HAP and will provide a level of financial resources appropriate to the project need as determined by PDC and HAP, and subject to the appropriation of the \$28 million of TIF in the PDC 2008-09 Adopted Budget and Five Year Forecast for the River District Urban Renewal Area;

**WHEREAS**, On March 5, 2008, the Council also adopted Resolution No. 36586 directing BHCD and PDC to work with HAP (collectively, the “Parties”) on an Intergovernmental Agreement to define the respective roles and responsibilities of the Parties necessary to successfully design, construct and operate the RAC (the “IGA”);

**WHEREAS**, the IGA sets forth certain guiding principles and intentions of the Parties related to the Project including BHCD’s commitment to coordinate resource development and resource realignment to secure necessary service resources to support successful operation of the RAC and to work with other public and private funders including Multnomah County, the State of Oregon, HUD, foundations, and the faith based community to procure resources to support the services components of the RAC and the supportive housing units;

**WHEREAS**, due to statutory constraints on PDC’s TIF resources, PDC shall have no funding obligation for maintenance or operation of the Project;

**WHEREAS**, the IGA also provides that the affordable housing to be developed at the Project shall be considered as replacement of the 70 housing units at the Grove Hotel located at 402-439 West Burnside SW Burnside and the City shall stipulate that 70 of the housing units developed at the Project shall satisfy any long-term affordability requirements under City Code Title 30 and any replacement housing obligation pursuant to the City’s Central City No Net Loss Policy related to the Grove Hotel;

**WHEREAS**, HAP and PDC have entered into the DDA of even date herewith that provides the terms and conditions related to the conveyance of the western lots of Block U to HAP for the Project;

**WHEREAS**, as part of a broader assessment of urban renewal in downtown Portland, the boundaries of the Downtown Waterfront Urban Renewal Area were amended, among other things, to remove Block U from the Downtown Waterfront Urban Renewal Area and the boundaries of the River District Urban Renewal Area (the “River District URA”) were amended, among other things, to include Block U in an expanded River District URA with an increased maximum indebtedness (the “Amended River District”). In the interim, the Amended River District has been appealed to the State of Oregon Land Use Board of Appeals (LUBA Case Nos. 2008-116 and 2008-117, including any related actions or appeals in the Oregon Court of Appeals or the Oregon Supreme Court, collectively, the “Appeal”);

**WHEREAS**, PDC’s conveyance of the Property and financial participation in connection with the Project will be contingent upon: (i) full and final resolution of the Appeal on terms that permit use of TIF resources for the Project; or (ii) PDC’s determination, in its sole and absolute discretion, that it has sufficient funds available to provide a grant in an amount not to exceed \$29.5 Million (the “Grant”) and the necessary legal power and authority to consummate the transactions contemplated by the DDA and otherwise perform its obligations under the DDA (collectively, the “Contingencies”); and

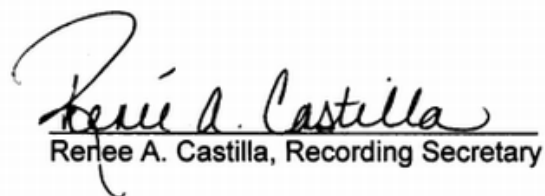
**WHEREAS**, the Parties have authority under ORS Chapter 190 to enter into cooperative intergovernmental agreements and contracts made between public agencies.

**NOW, THEREFORE, BE IT RESOLVED**, that the Executive Director is hereby authorized to enter into the IGA, subject to the Contingencies, substantially in the form attached hereto as Exhibit A;

**BE IT FURTHER RESOLVED**, that the Executive Director is further authorized to approve changes to the IGA if such modifications do not materially change PDC's obligation or risk from those contained in the agreement attached; and

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

**Adopted by the Portland Development Commission on January 29, 2009.**



Renee A. Castilla  
Renee A. Castilla, Recording Secretary

**INTERGOVERNMENTAL AGREEMENT  
AMONG THE HOUSING AUTHORITY OF PORTLAND,  
THE CITY OF PORTLAND AND THE PORTLAND DEVELOPMENT COMMISSION  
RELATED TO THE DEVELOPMENT OF THE RESOURCE ACCESS CENTER ON BLOCK U**

This Intergovernmental Agreement (“IGA”) is entered into this \_\_\_\_ day of January, 2009 by and among the Housing Authority of Portland (“HAP”), the City of Portland, Oregon (“City”) represented herein by the City’s Bureau of Housing and Community Development (“BHCD”), and the Portland Development Commission (“PDC”). The parties to this IGA may collectively be referred to below as the “Parties”, and each as a “Party.” This IGA pertains to the development and operation of the Resource Access Center Development on certain PDC-owned property known as “Block U”.

**RECITALS**

**WHEREAS**, the City Council adopted Resolution No. 36367 on December 21, 2005 and thereby adopted Home Again: A Ten Year Plan to End Homelessness in Portland and Multnomah County (“10-Year Plan”), which seeks permanent solutions to homelessness by focusing on the most chronically homeless populations, streamlining access to existing services to prevent and reduce homelessness and concentrating resources on programs that offer measurable results;

**WHEREAS**, the 10-Year Plan contemplates a Resource Access Center (“RAC”) to provide homeless people with quick and direct access to programs that move them directly into permanent housing;

**WHEREAS**, the RAC, including an internal waiting area for clients and a 90 bed men’s shelter to replace the existing Glisan Street Shelter, is planned to be within a larger development that will include, among other things, affordable rental housing, permanent supportive housing, and off-street parking (collectively, the “Development”);

**WHEREAS**, HAP is a public corporate body created by the City, and having the powers to plan, undertake, construct, acquire, finance, own and operate housing projects and community service facilities;

**WHEREAS**, PDC is the urban renewal agency for the City, charged with delivering projects and programs that achieve the City’s housing, economic development, and redevelopment priorities as well as linking citizens to jobs;

**WHEREAS**, BHCD is the City bureau charged with managing programs and investing resources targeted towards ending homelessness;

**WHEREAS**, Transition Projects, Inc. (“TPI”) is experienced at providing services to homeless individuals and operating shelter facilities within the Central City, and due to this experience has been identified by the City as the operator of the RAC within the Development;

**WHEREAS**, Block U is bounded by NW Broadway Street, NW Irving Street, NW Sixth Avenue, and NW Hoyt Street;

**WHEREAS**, in a September 19, 2007 memorandum, Commissioner Erik Sten communicated the importance of the RAC to the City and requested that PDC, HAP and BHCD work cooperatively and in their respective roles to bring about the Development;

**WHEREAS**, on February 27, 2008, the PDC Board of Commissioners passed Resolution No. 6564, designating Block U as the site for the Development and resolving to provide a level of financial resources for the Development, appropriate to the project need as determined by PDC and HAP, and subject to the appropriation of \$28 million dollars;

**WHEREAS**, on March 5, 2008, City Council adopted its Resolution No. 36586, which reaffirmed the siting of the Development on Block U, and resolved that PDC will transfer title of Block U to the HAP and will provide a level of financial resources appropriate to the project need as determined by PDC and HAP, and subject to the appropriation of the \$28 million of TIF that is included in the PDC 2008-09 Adopted Budget and Five Year Forecast for the River District Urban Renewal Area;

**WHEREAS**, As part of a broader assessment of urban renewal in downtown Portland, the boundaries of the Downtown Waterfront Urban Renewal Area were amended, among other things, to remove Block U from the Downtown Waterfront Urban Renewal Area and the boundaries of the River District Urban Renewal Area (the “River District URA”) were amended, among other things, to include Block U in an expanded River District URA with an increased maximum indebtedness (the “Amended River District”) in order to make available TIF resources for the Development. In the interim, the Amended River District has been appealed to the State of Oregon Land Use Board of Appeals (LUBA Case Nos. 2008-116 and 2008-117, including any related actions or appeals in the Oregon Court of Appeals or the Oregon Supreme Court, collectively, the “Appeal”);

**WHEREAS**, HAP and PDC have entered into a Disposition and Development Agreement of date even herewith (the “DDA”) that provides terms and conditions related to the conveyance of Lots 2, 3, 6 and 7 of Block U to HAP for the Development;

**WHEREAS**, in November 2007, HAP acquired the Grove Hotel, located at 402-439 West Burnside, at the direction and request of the City as a means to preserve the 70 units of deteriorating affordable housing that have historically provided homes to low-income and homeless downtown residents;

**WHEREAS**, the parties contemplate that all of the 70 units at the Grove Hotel will be preserved as replacement units within the affordable housing at the Development; and

**WHEREAS**, the Parties have authority under ORS Chapter 190 to enter into cooperative intergovernmental agreements and contracts made between public agencies are exempt from the competitive bid or proposal provisions of state and HAP public contracting laws and rules.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, HAP, the City and PDC agree as follows:

### Guiding Principles / Project Goals

**Section 1.01** The Parties agree to use the following Guiding Principles in the course of developing and operating the Development. Together we will create:

A beautiful and enduring building that serves homeless people in our community with dignity and compassion.

A well-functioning community facility that will be an example to other communities in how to provide homeless services and affordable housing that implement nationally recognized best practices.

An environmentally sustainable and efficient building that conserves limited global resources during the construction and operations phases.

A center that provides homeless residents with access to a range of services and amenities that will include shelter, personal hygiene facilities, lockers and social services focused on transitioning from homelessness to stable, permanent housing.

### Project Summary

**Section 2.01 Project Elements.** The Parties agree that the following physical and program elements are appropriate for inclusion in the Development and are expected to be included:

**(a) Physical Development Description:**

**BLOCK U:** HAP will own Lots 2,3,6 and 7 of Block U and utilize a ground lease and condominium structure for the Development.

**HOUSING:** (~63,000 sf) A limited partnership with HAP as the General Partner will own the housing. The Development will provide approximately 130 studio units serving people who earn at or less than 35% of the AMI. The City shall consider and account for all 130 units to meet the City's definition of Permanent Supportive Housing under the City's Ten Year Plan to End Homelessness. The 130 units of housing shall be programmed to provide housing for the following populations:

- 130 studio units of approximately 325 square feet each.
- All units to receive operating subsidy, currently estimated at 100 units receiving project-based Section 8 subsidy and 30 units receiving public housing operating subsidy.
- All to be restricted to a 60% AMI by the restrictive use agreement securing the Low Income Housing Tax Credit and benefiting Oregon Housing and Community Services. Additionally, all units to be further restricted to 35% AMI by the restrictive use agreement securing and providing benefit to the City of Portland.
- All units will be managed as Permanent Supportive Housing, meaning they will be made available to households who:

- earn up to 35% MFI;

- are homeless or at risk of homelessness, including those who may be leaving other systems of care (corrections, hospitalization, etc.) without a place to live;
  - experience chronic health conditions that are at least episodically disabling (e.g. mental illness, HIV/AIDS, and substance use issues) or other substantial barriers to housing stability; and
  - who would not be able to retain stable housing without tightly linked supportive services.
- Screening criteria will be negotiated by HAP and BHCD to reflect a shared desire to house vulnerable homeless individuals, while not creating an unsafe living environment for residents or jeopardizing the overall successful management of the Project.

**RESOURCE ACCESS CENTER:** (~21,800 sf) The Development will include the RAC, a day use center that will have the physical capacity to serve up to 220 at any one point in time and shall be designed and developed so as to facilitate the provision of the programmatic elements listed below.

**SHELTER:** (~14,900 sf) The Development will include a 90- bed men's shelter with sleeping, living and dining areas, as well as food storage, restrooms, and laundry facilities.

**PARKING:** (~14,400 sf) The Development will include mechanical rooms, bicycle parking, and vehicle parking with approximately 20 parking spaces for vehicles and approximately 100 spaces for bicycles.

**(b) Programmatic Development Description:**

**SHELTER:** The shelter will be a replacement for the shelter currently operated by TPI on Glisan Street. TPI will operate the shelter by leasing space from HAP.

**RESOURCE ACCESS CENTER:** The RAC will provide a range of services to homeless and other at-risk populations including access to housing information, ID assistance, birth certificate assistance, TriMet tickets, food boxes, hygiene items, local and long distance phone service, access to case management and shelter waitlists, lockers, showers, clothing rooms, laundry facilities, mail and message service, internet/computer stations, bicycle parking, and a pet area. Physical and mental health services along with medication assistance will be available. The RAC will include indoor and outdoor public spaces and space for a number of service providers. Transition Projects Inc. will operate the RAC by leasing space from HAP.

**Section 2.02 Owner & Developer.** The City has requested that HAP develop and own the Development. In this capacity, HAP will be responsible for working collaboratively with the Parties and TPI in the execution of all duties typical for a developer and owner. These duties are further described in Article 3 below.

**Section 2.03 Operator.** The City has identified TPI as the operator of the Shelter and Access Center portions of the RAC. As it relates to TPI's role in developing and operating the RAC, the Parties acknowledge and agree to the following:

TPI's role in planning for the development of the project is critical to its success;

HAP will execute a Memorandum of Understanding with TPI that defines the common goals, roles and responsibilities, and identifies business points to be addressed between the organizations;

The RAC will provide administrative office space for TPI staff on site;

City has agreed to provide reasonable, adequate financial resources for the long term operations of the RAC to ensure the availability of quality service to homeless and other low income individuals;

In addition to TPI, other service providers will participate in the provision of services to homeless and other low-income individuals. Coordination of this effort is critical to the success of the RAC and the Development.

**Section 2.04 Grove Replacement Units.**

- (a) In recognition that the Parties to this IGA intend the affordable housing slated herein to be developed at the Development to serve, in part, as replacement of the 70 housing units at the Grove Hotel located at 402-439 West Burnside SW Burnside (the "Grove Property"), the City shall stipulate that 70 of the Housing units at the Development shall satisfy any long-term affordability requirements under City Code Title 30 and any replacement housing obligation pursuant to the City's Central City No Net Loss Policy related to the Grove Hotel. (the "Grove Replacement Units"). This provision shall take effect only when and if all of the following conditions are satisfied:

HAP obtains a certificate of occupancy for the Housing Component (as defined in the DDA) at the Development;

The units that satisfy any obligation borne by the Grove Hotel property are subject to 60 year affordability regulatory agreement restricting their availability and affordability to homeless and formerly homeless households with incomes at the time of admission at 0-35% MFI; and

The Development includes a total count of at least 130 units with rents that are subject to a 60 year regulatory agreement that restricts rents to what is affordable within HUD standards to households with incomes no higher than 35% MFI.

- (b) Notwithstanding anything to the contrary herein, in the event that the Development is not constructed, this Section 2.04 shall not be construed to preclude satisfaction of the Grove Replacement Units at an alternative property, the satisfaction of which shall comply with City Code Title 30 and, upon certification of such by the City shall release the regulatory agreement applicable to the Grove Property.



## **RESPONSIBILITIES OF THE PARTIES**

**HAP Responsibilities.** As owner and developer of the Development, HAP shall:

Manage the overall prosecution of the Development in a manner that relies on full participation from the Parties and TPI and is open and transparent to all Parties, TPI and the community;

Collaborate with TPI, BHCD and PDC on matters relating to schedule, community engagement, design, construction, funding and operations of the Development (“Project Planning and Development”);

Develop and manage a project schedule that includes the critical path and all necessary milestones related to the Development;

Develop and execute a community participation process that includes TPI and supports the schedule and goals for the Development;

Direct the design team and manage the design process from conceptual design through final completion;

Retain the Construction Manager/General Contractor, and provide instructions related to the pre-construction services and construction of the Development; and

Develop a financial plan that meets the goals for the Development shared by TPI and the Parties, and secure the private debt and equity necessary for the Development.

### **City Responsibilities.**

- (a) As the City bureau with lead responsibility for implementing the 10-Year Plan and as one of the key funders for many of the services in support of the 10-Year Plan, BHCD, on behalf of the City, shall:

Participate in all aspects of the Development, with special consideration paid to those areas that involve funding from BHCD and PDC, and the coordination of activities by all Parties;

Participate in Project Planning and Development by clearly communicating the City's expectations for the Development, keeping Parties current with changes in assumptions related to the operating program and funding, review and advise on design considerations that relate to the immediate or future delivery of program;

Lead the coordination of funding for services provided at the RAC by TPI and other community organizations;

Coordinate with TPI and HAP in the development of a budget that is adequate to successfully operate the RAC as designed;

Coordinate resource development and resource realignment to secure necessary service resources to support successful operation of the RAC and the Housing;

Work with other public and private funders including Multnomah County, the State of Oregon, HUD, foundations, and the faith based community to procure resources to support the services components of the RAC and the supportive housing units;

Work with HAP and PDC to draft the Regulatory Agreements controlling long-term use, rent and income restrictions for the Development and stipulating that, in the event that HAP (after consultation with its financing sources for the Development, including without limitation any tax credit investor) determines that the then applicable Housing Component (as defined in the DDA) can no longer feasibly operate to serve targeted populations and/or to maintain programmed affordability levels, then HAP, in consultation with the City as appropriate, shall revise the housing program so as to be consistent with the then economic and stabilization needs of the Development.

The City of Portland shall:

- (i) Support and facilitate transfer of the City's ownership in Block 25 to HAP for the Development, should it be determined that Block U is not a feasible site for the Development for whatever reason; Block 25 is bounded by NW Fourth Avenue, NW Glisan Street, NW Third Avenue and NW Flanders Street;
- (ii) Work with PDC to make the City owned portion of Block 25 available for future development, provided that Block 25 is not transferred to HAP for the RAC Development.

**Section 3.03 PDC Responsibilities.** As the urban renewal agency for the City, PDC shall:

- (a) Enter into the DDA with HAP which provides the terms and conditions related to the Development and the conveyance of Lots 2, 3, 6 and 7 of Block U. In the event of a conflict between this IGA and the DDA with respect to any PDC rights and obligations under this IGA, the terms of the DDA shall govern.
- (b) Subject to the terms of the DDA, PDC will transfer Lots 2, 3, 6 and 7 of Block U to HAP. The anticipated date of transfer is October 23, 2009;

- (c) PDC's conveyance of Lots 2, 3, 6 and 7 of Block U and financial participation in connection with the Development shall be contingent upon: (i) full and final resolution of the Appeal on terms that permit use of TIF resources for the Development; or (ii) PDC's determination, in its sole and absolute discretion, that it has sufficient funds available to provide the Grant (as defined in the DDA) and the necessary legal power and authority to consummate the transactions contemplated by DDA and otherwise perform its obligations under the DDA;
- (d) Subject to Section 3.03(c) the amount of the Grant shall not be subject to reduction by reason of other discretionary PDC funding programs, priorities or projects in the amended River District URA:
- (e) Due to statutory constraints on PDC's TIF resources, PDC shall have no funding obligation for maintenance or operation of the Development. Subject to Section 3.03(c), PDC's financial participation is limited to development and construction costs in connection with the Development; and
- (f) PDC will enter into an Option to Present Development Proposal with HAP for a term of 36 months under which PDC agrees to be bound to refrain from negotiating with other parties regarding the eastern portion of Block U during such 36 month period.

#### **Article IV            GENERAL PROVISIONS**

**Section 4.01 Effective Date and Duration.** This IGA is effective from the date of execution by the Parties. Unless earlier terminated or extended, this IGA shall expire fifteen years after receipt of the final Certificate of Occupancy for the Development.

**Section 4.02 Project Representatives.** Individuals holding the positions identified below are the designated contacts for the coordination of this IGA unless another individual is designated by written notice to the other parties. Notice and communications provided for under this IGA shall be addressed to the individuals holding the following positions:

<b>If to HAP:</b>	<b>Director of Housing and Community Revitalization</b> Housing Authority of Portland 135 SW Ash, Suite 500 Portland, OR 97204
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Currently:  
Michael Andrews  
(503) 802-8507 / Michaela@hapdx.org

<b>If to CITY:</b>	<b>Operations Manager</b> Bureau of Housing and Community Development 421 SW 6th Avenue, Room 1100 Portland, OR 97204
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Currently:  
Andy Miller  
503-823-2353 / amiller@ci.portland.or.us

<b>If to PDC:</b>	<b>Senior Development Manager</b>
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Portland Development Commission  
222 NW Fifth Avenue  
Portland, OR 97209

Currently:  
John Warner  
503-823-3240 / warnerj@pdc.us

**Section 4.03 Amendments.** This IGA is intended to be a framework by which the Parties will work cooperatively and in respective roles to bring about the Development including the RAC. The terms of this IGA shall only be modified, supplemented, or amended by written amendment signed by all Parties.

**Section 4.04 Changes to the Project Elements.** The project elements set forth in the Physical Development Descriptions of Section 2.01 of this IGA shall not be materially modified without the written consent of the Parties.

**Section 4.05 Choice of Law and Venue.** Oregon law shall govern this IGA and all rights, obligations and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.

**Section 4.06 Severability.** If any of the provisions contained in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired.

**Section 4.07 Compliance with Applicable Law.** The Parties shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this IGA. Each Party's performance under this IGA is conditioned upon the other Parties' compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated herein by reference.

**Section 4.08 Effect of Waivers and Consents.** No waiver, consent, modification or change of terms of this IGA shall be binding on the Parties unless in writing and signed by the Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.



# PDC

PORTLAND DEVELOPMENT COMMISSION

## Resolution Number 6644

Title:

INTERGOVERNMENTAL AGREEMENT WITH THE HOUSING  
AUTHORITY OF PORTLAND AND THE CITY OF PORTLAND  
RELATED TO THE DEVELOPMENT OF THE RESOURCE ACCESS  
CENTER ON CERTAIN PDC-OWNED PROPERTY IN THE RIVER  
DISTRICT URBAN RENEWAL AREA


Adopted by the Portland Development Commission on January 29, 2009.

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

### Certification

The undersigned hereby certifies that:

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

  
Renee A. Castilla, Recording Secretary

Date: February 20, 2009