

PROSPER PORTLAND
Portland, Oregon

RESOLUTION NO. 7513

**AUTHORIZING A USE PERMIT WITH THE CITY OF PORTLAND FOR
OPERATION OF AN OUTDOOR ALTERNATIVE SHELTER SITE AT 84 NE
WEIDLER STREET**

WHEREAS, in 2002, Prosper Portland acquired the real property at 84 NE Weidler Street in the Oregon Convention Center TIF District (“B&K Lot”), intending to promote the development of low-income rental housing as well as homeownership units for moderate income households;

WHEREAS, after acquisition, certain structures on the B&K Lot were demolished, leaving a mostly unimproved gravel site;

WHEREAS, the B&K Lot was leased to Crown Plaza Hotel for overflow parking from June 2004 to June 2005, and has been vacant since;

WHEREAS, the City of Portland (“City”) has created the Safe Rest Villages program (“Program”), through which the City, including through its professional subcontractors, operates certain outdoor alternative shelter sites intended to serve as improved points of entry for Portlanders on the continuum from living on the streets to finding stability in permanent housing;

WHEREAS, shelter sites include case management with wraparound behavioral and mental health services, and provide at least one meal a day plus a shared kitchenette space;

WHEREAS, the Program’s services and programs offered on-site are available only to that shelter’s admitted residents, and are not walk-up sites or day camping sites;

WHEREAS, on or about July 1, 2021, Prosper Portland made a certain portion of the B&K Lot (such portion, the “Property”) available to the City’s Office of Management & Finance (“OMF”) for the use as an outdoor alternative shelter site under the Program (“Shelter”);

WHEREAS, OMF has requested that Prosper Portland allow OMF to continue use of the Property to operate or contract operation of the Shelter; and

WHEREAS, Prosper Portland is willing to enter into a Use Permit with OMF that will allow it to continue using the Property for the Shelter, subject to reasonable terms and conditions, in order to provide short-term shelter and supportive service opportunities to some of the city’s most vulnerable and marginalized residents.

NOW, THEREFORE, BE IT RESOLVED, that in connection with the Property, the Executive Director is hereby authorized to enter into and execute a Use Permit, on the terms of the attached Exhibit A, subject to reasonable changes, in the Executive Director’s discretion, if requested by OMF,

between Prosper Portland and OMF for the operation of the Shelter at the Property until June 30, 2027, unless terminated earlier according to such Use Permit's terms;

BE IT FURTHER RESOLVED, that in connection with the Property, the Executive Director is hereby authorized to execute any amendments or other modifications to the Use Permit, so long as the terms of the same 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

REVOCABLE
TEMPORARY USE PERMIT
[City Sanctioned Campsite – B&K Lot]

THIS REVOCABLE TEMPORARY USE PERMIT (“Use Permit”) is granted by **Prosper Portland** to the **City of Portland’s Office of Management and Finance** (“Permittee”) for the temporary use of Prosper Portland property for the purpose of an outdoor City sanctioned campsite through its Streets to Stability, Safe Rest Villages program (“SRV”), as further described below, subject to the following terms and conditions:

SECTION 1. LOCATION, ACTIVITIES AND MAINTENANCE OF PROPERTY

1.1 For the term set forth in Section 3.2, below, Prosper Portland grants to Permittee a revocable, non-exclusive temporary license to enter upon and use a portion (but not all) of the lot located at 84 NE Weidler, commonly known as the B&K Lot, with Tax ID Number R156119 (the “Lot”). The portion of the Lot that Permittee is permitted to use is depicted on **Exhibit A** and is referred to in this Permit as the “Property”. Prosper Portland acknowledges that an outdoor alternative shelter has been in operation on the Property since approximately July 1, 2021 and remains in operation, and has electric and water and sewer utilities installed on the Property.

1.2 Permittee may only use the Property for managing and operating an alternative outdoor shelter site in a manner consistent with the SRV program.

1.3 Permittee will keep and maintain the Property and the Lot, and sidewalks adjacent to the Lot, in a clean and orderly condition at all times during the term of this Use Permit.

1.4 Permittee shall be responsible for, and shall repair, any damage to existing improvements, including landscaping and sidewalks, on or about the Lot that are caused by or may result from its use of the Property.

1.5 Upon completion of its activities or expiration or termination of this Use Permit, Permittee will restore the Property and the Lot to the same or better condition as that condition existing immediately prior to Permittee’s entry upon and use or such other condition as Prosper Portland may reasonably approve in writing. If restoration is impossible or in lieu of restoration, at Prosper Portland’s discretion, upon request, Permittee will compensate Prosper Portland for any physical damage to the Property and the Lot in the amount Prosper Portland may reasonably determine. This Section survives expiration or termination of the Use Permit.

1.6 Any activities performed by Permittee upon the Property must be without expense of any kind (direct or indirect) whatsoever to Prosper Portland. Should Prosper Portland incur costs as a result of Permittee’s temporary use of the Property, Permittee will reimburse Prosper Portland promptly upon the presentation of billing and documentation of such expense. This Section survives expiration or termination of the Use Permit.

1.7 Prosper Portland, its agents, employees and representatives may at any reasonable time, with 24 hours’ notice, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose. As described in Section 6 of this Use Permit, Permittee’s use of the Property is also subject to certain rights of ODOT as described therein.

SECTION 2. RESTRICTIONS ON USE AND HAZARDOUS SUBSTANCES

2.1 Permittee will observe all rules, regulations, and laws 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 additional permits or approvals as may be necessary for the use of the Property, as contemplated in this Use Permit, including any required City of Portland business license.

2.2 Permittee may not allow any lien or encumbrance of any kind, type or description to be placed or imposed upon the Property, the Lot, or upon any improvements on the Property or the Lot (if any).

2.3 The use or presence of any of the following activities or materials is prohibited on the Property without Prosper Portland's advance express written consent: any type of fireworks, explosives, or highly flammable material; any open fires or bonfires; and alcohol.

2.4 Permittee will not cause or 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 except as may be specifically detailed in the "Special Conditions" section below. Hazardous substances are substances regulated under any environmental law or regulation now or hereafter enacted by any federal, state or local authority.

2.5 Permittee will keep the Property and the Lot as secure as possible from the unauthorized entry of other persons. Furthermore, Permittee will assume all liability related to injury, death or disease to invitees, licensees, or trespassers, whether resulting from latent or patent defects or as a result of Permittee's use of the Property or the Lot.

2.6 Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee or of any invitee, licensee, or trespasser, or of anyone acting on behalf of Permittee in connection with or incidental to this Use Permit.

2.7 The Use Permit is personal to Permittee and is not transferable or assignable to any other party or entity without the prior written approval of Prosper Portland. The Parties anticipate that Permittee will enter into an agreement with a shelter operator ("Operation Agreement") contracted by Multnomah County Joint Office of Homeless Services, and Prosper Portland will not unreasonably withhold, condition, or delay the assignment of this Use Agreement in connection therewith.

SECTION 3. FEE, SECURITY DEPOSIT, TERM

3.1 On or prior to the date this Use Permit is signed by both parties, Permittee will pay to Prosper Portland:

3.1.1 All fees associated with this Use Permit have been waived, but nothing in this Section reduces or modifies any liability of Permittee to Prosper Portland under this Use Permit or under law.

3.2 The Parties agree that the terms and conditions of this Use Permit shall be applied retroactively to all of Permittee's uses of the Property and related activities from their inception on or about July 1, 2021, and that the term of this Use Permit ("Term") will be deemed to run from July 1, 2021. Unless earlier terminated by a Party, the Term will end on June 30, 2027.

SECTION 4. INSURANCE AND INDEMNIFICATION

4.1 The Parties acknowledge that Permittee maintains coverage through a combination of self-insured retention and excess coverage and will not be obtaining insurance policies generally required by Prosper Portland as a condition of granting use permits. If Permittee is no longer self-insured, Permittee shall obtain, maintain, and keep during the term of this Permit insurance as follows:

4.1.1 Comprehensive general liability insurance written on an "occurrence" basis. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for liability with a \$2,000,000 aggregate insuring bodily and/or personal injury, including death and disease, and property damages. The Permittee's insurance shall be primary insurance and any insurance or self-insurance maintained by the City and/or Prosper Portland shall not contribute to it.

4.1.2 For automobiles that Permittee uses in association with its operations, an automobile liability insurance policy covering owned (if used for Permittee's operations), non-owned, and hired vehicles with a combined single limit bodily injury and property damage limit of not less than One Million Dollars (\$1,000,000).

4.1.3 The Parties agree that the Permittee's combination of self-insured retention and excess coverage satisfies Prosper Portland's requirements. If Permittee ceases to have self-insurance and excess coverage, then or prior to the date Permittee ceases to have self-insured retention and excess coverage, Permittee will provide a Certificate of Insurance naming **the City of Portland and Prosper Portland, their elected officials, commissioners, officers, agents and employees as additional insureds**. The certificate will provide that coverage afforded and may not be canceled or amended without prior written notice to Prosper Portland.

4.2 Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Permittee shall indemnify, hold harmless and at Prosper Portland's request, defend Prosper Portland and the City of Portland and each of their respective commissioners, officers, agents and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in connection with or incidental to Permittee's use of the Property, or error or omission of Permittee or anyone acting on behalf of Permittee in connection with or incidental to this Permit; provided however, that nothing herein shall be construed to require indemnification of Prosper Portland for liability attributable to Prosper Portland's sole negligence. This Section survives expiration or termination of the Use Permit.

SECTION 5. TERMINATION, NOTICE AND AMENDMENTS

5.1 The Use Permit may be terminated at any time by Permittee with or without cause on thirty (30) days' written notice to Prosper Portland.

5.2 The Permit may be terminated by Prosper Portland in the following circumstances:

5.2.1 **for cause** if, following written notice of a breach of this Use Permit, Permittee fails to commence and complete cure of the breach within the time period requested by Prosper Portland in the notice of breach. In such a circumstance, Prosper Portland will then send a further notice to Permittee notifying Permittee of its election to terminate the Use Permit and the effective date of such termination, which will not be less than thirty (30) days from the date such notice is sent.

5.2.2 **without cause**, provided that Prosper Portland may only terminate without cause prior to the stated expiration of this Use Permit if either of the following conditions is met: (i) Permittee fails to maintain in force an Operation Agreement obligating the shelter provider to adequately manage and operate the shelter site, or the shelter provider materially defaults in any obligation under such Operation Agreement; or (ii) if Prosper Portland elects to accommodate an ODOT request to use the Lot or the Property and such use would be materially inconsistent with the uses contemplated by this Use Permit; and in such event Prosper Portland will provide written notice to Permittee notifying Permittee of its election to terminate the Use Permit and the effective date of such termination, which will not be less than thirty (30) days from the date such notice is sent. Nonetheless, Prosper Portland agrees that if Permittee indicates that it or its shelter operator needs more time to return the Property back to pre-Permit conditions, Prosper Portland will consider such requests in good faith and engage in collaborative discussions with the Permittee about alternative solutions and/or timeline extensions (without committing in advance to alternative solutions or timeline extensions).

5.3 Notices under this Use Permit must be made in writing by U.S. Mail or electronic mail to:

IF TO PERMITTEE	IF TO PROSPER PORTLAND
City of Portland OMF - Facilities Attn: Jake Dornblaser 1120 SW 5 th Avenue, Room 901 Portland, OR 97204	Prosper Portland Attn: Real Estate Services 220 NW 2 nd Avenue, Ste 200 Portland, OR 97209
Tel: 503.865.6862 jake.dornblaser@portlandoregon.gov	Tel: 503.823.3208 breckenridge@prosperportland.us

5.4 The parties agree that any amendments to this Use Permit must be made in writing and will become effective only upon execution by both parties.

5.5 The Parties agree that any amendments to the Permit shall be made in writing and become effective upon execution by the authorized representatives of both Parties.

SECTION 6. SPECIAL CONDITIONS

6.1 Prosper Portland, its agents, employees and representatives may with 24 hours' written notice to Permittee, or with less or no notice in emergency circumstances or with substantial justification, enter into or upon the Property for the purposes of examining the condition hereof, or for any other lawful purpose.

6.2 The Parties understand and agree that Permittee's obligations for shelter management and operations will be assigned to a shelter service operator through a permit of use issued by the City.

6.3 This Permit may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This transaction, including any amendments or extension, may be conducted by electronic means including the use of electronic signatures and facsimiles.

6.4 The Permittee shall be responsible for all utilities, services, improvements, maintenance and repairs necessary on the Property for, or resulting from, the uses contemplated by this Use Permit. Permittee shall provide Prosper Portland with a copy of any Operation Agreement(s) with its shelter operator(s) and will ensure that the Operation Agreement(s) are consistent with this Use Permit in all respects throughout the Term or while Permittee's use of the Property is ongoing.

6.5 The Oregon Department of Transportation ("ODOT") may request to use the Lot or the Property in connection with one or more projects, including the I-5 Rose Quarter Improvement Project. If and when Prosper Portland learns that ODOT intends to make any such request, Prosper Portland will communicate with ODOT regarding Permittee's use and request that ODOT (i) also contact Permittee with as much advance notice as possible before any request to use of the Property, (ii) seek to minimize any disruption to Permittee's use, and (iii) use portions of the Lot outside of the Property, rather than the Property, to the extent practicable. In the event any ODOT use of the Lot or Property is allowed by Prosper Portland and Permittee remains in occupancy of the Property, Permittee agrees that it will comply with reasonable requests by ODOT and its agents, employees and representatives to accommodate ODOT.

ALL TERMS AND CONDITIONS OF THIS USE PERMIT ARE HEREBY ACCEPTED:

PERMITTEE		OWNER	
City of Portland OMF – Streets to Stability 1120 SW 5 th Avenue, Room 901 Portland, OR 97204		Prosper Portland 220 NW 2 nd Avenue, Ste 200 Portland, OR 97209	
_____ Authorized Signature	_____ Date	_____ Authorized Signature	_____ Date
_____ Written Name	_____ Title	_____ Written Name	_____ Title

Approval as to Form

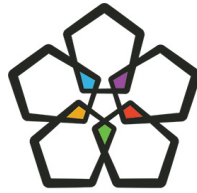
Approval as to Form

City Attorney

Prosper Portland Attorney

ATTACHMENT: Exhibit "A" – the Property (shown as blue outlined area)





**PROSPER
PORTLAND**
Building an Equitable Economy

RESOLUTION NO. 7513

RESOLUTION TITLE:

AUTHORIZING A USE PERMIT WITH THE CITY OF PORTLAND FOR OPERATION OF AN OUTDOOR ALTERNATIVE SHELTER SITE AT 84 NE WEIDLER STREET


Adopted by the Prosper Portland Commission on December 13, 2023

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Marcelino J. Alvarez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Michi Slick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Serena Stoudamire Wesley	<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 Prosper Portland Commission and as duly recorded in the official minutes of the meeting.

	Date: December 14, 2023
Pam Feigenbutz, Recording Secretary	