



CITY OF

## PORTLAND, OREGON

OFFICIAL  
MINUTES

A REGULAR MEETING OF THE COUNCIL OF THE CITY OF PORTLAND, OREGON WAS HELD THIS 20TH DAY OF JULY, 1994 AT 9:30 A.M.

THOSE PRESENT WERE: Mayor Katz, Presiding; Commissioners Blumenauer, Hales and Kafoury, 4.

OFFICERS IN ATTENDANCE: Cay Kershner, Clerk of the Council; Kathryn Imperati, Senior Deputy City Attorney; and Officer Chuck Bolliger, Sergeant at Arms.

On a Y-4 roll call, the Consent Agenda was adopted as follows:

### CONSENT AGENDA - NO DISCUSSION

- 1179** Cash investment balances for June 2, 1994 through June 30, 1994 (Report; Treasurer)

**Disposition:** Placed on File.

### Mayor Vera Katz

- \*1180** Apply for a grant from the Office of Refugee Resettlement for community and family strengthening grant for approximately \$128,600 (Ordinance)

**Disposition:** Ordinance No. 167905. (Y-4)

- \*1181** Pay claim of Guy and Lisa Jensen (Ordinance)

**Disposition:** Ordinance No. 167906. (Y-4)

- \*1182** Pay claim of Rebecca Guberman (Ordinance)

**Disposition:** Ordinance No. 167907. (Y-4)

- \*1183** Pay claim of David Wellman; contribution claim (Ordinance)

**Disposition:** Ordinance No. 167908. (Y-4)

### Commissioner Earl Blumenauer

- 1184** Accept contract with K-2 Construction for repair of Steel Bridge East LRT ramp as complete, approve Change Order No. 1 and make final payment

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(Report; Contract No. 29210)

**Disposition:** Accepted.

- 1185** Accept contract with K-2 Construction for repair of railing on Front Avenue to Steel Bridge ramp as complete and make final payment (Report; Contract No. 29239)

**Disposition:** Accepted.

- \*1186** Agreement with Burlington Northern Railroad Company for construction and maintenance of a bridge for the new alignment of N. Marine Drive (Ordinance)

**Disposition:** Ordinance No. 167909. (Y-4)

**Commissioner Charlie Hales**

- 1187** Accept contract with Beaudoin Electric Co. to construct pathway lighting at Holladay, Peninsula Rose Garden, Argay, Woodstock and Westmoreland Parks as complete, authorize final payment and release of retainage (Report; Contract No. 28751)

**Disposition:** Accepted.

- \*1188** Settle claims of Jerry Finley and Phillip Meyers (Ordinance)

**Disposition:** Ordinance No. 167910. (Y-4)

- \*1189** Assign McCalls Waterfront restaurant lease to Gary Kaer (Ordinance)

**Disposition:** Ordinance No. 167911. (Y-4)

- \*1190** Increase contract with Ken Leahy Construction, Inc. by \$83,442 (Ordinance; amend Contract No. 29188)

**Disposition:** Ordinance No. 167912. (Y-4)

**Commissioner Gretchen Kafoury**

- 1191** Accept contract with Silco Construction Company to construct two metal pre-fabricated buildings for the Bureau of Police, Rivergate vehicle storage, as complete, authorize final payment and release of remaining retainage for a total of \$24,212 (Report; Contract No. 28763)

**Disposition:** Accepted.

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- \*1192** Contract with Community Energy Project, Inc. for \$96,603 for the Weatherization Workshop Project and provide for payment (Ordinance)  
**Disposition:** Ordinance No. 167913. (Y-4)
- \*1193** Amend agreement with Multnomah County by increasing the amount of the contract by \$25,000 and provide for payment (Ordinance; amend Contract No. 28902)  
**Disposition:** Ordinance No. 167914. (Y-4)
- \*1194** Contract with Transition Projects, Inc. to provide \$13,395 in operating costs for a temporary shelter (Ordinance)  
**Disposition:** Ordinance No. 167915. (Y-4)
- \*1195** Agreement with Multnomah County for \$375,000 to provide youth services, advocacy and direct client assistance to low-income residents of Multnomah County (Ordinance)  
**Disposition:** Ordinance No. 167916. (Y-4)
- \*1196** Contract with Ecumenical Ministries of Oregon for \$36,400 for the Shared Housing Program and provide for payment (Ordinance)  
**Disposition:** Ordinance No. 167917. (Y-4)
- \*1197** Agreement with Oregon Outreach, Inc. for youth employment and education services and provide for payment (Ordinance)  
**Disposition:** Ordinance No. 167918. (Y-4)
- \*1198** Contract with the Northeast Coalition of Neighborhoods for \$37,853 to conduct HCD project-related citizen participation activities in inner-northeast HCD-eligible neighborhoods and provide for payment (Ordinance)  
**Disposition:** Ordinance No. 167919. (Y-4)
- \*1199** Contract with Portland Housing Center, Inc. for \$131,905 and provide for payment (Ordinance)  
**Disposition:** Ordinance No. 167920. (Y-4)
- \*1200** Contract with Catholic Community Services for \$20,332 to provide the Asian Youth Outreach Project and provide for payment (Ordinance)  
**Disposition:** Ordinance No. 167921. (Y-4)

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- \*1201** Contract with the Northeast Coalition of Neighborhoods, Inc. for \$51,669 to provide the Graffiti-Employment Program and provide for payment (Ordinance)

**Disposition:** Ordinance No. 167922. (Y-4)

**Commissioner Mike Lindberg**

- 1202** Accept contract with James W. Fowler for Berrydale sanitary sewer as complete, approve change orders and provide for final payment (Report; Contract No. 28495)

**Disposition:** Accepted.

- 1203** Accept contract with Larson, Inc. for Parklane sanitary sewer system as complete and provide for final payment (Report; Contract No. 28734)

**Disposition:** Accepted.

- \*1204** Authorize a contract and provide for payment for the Vancouver Basin CSO sump project Unit 3 (Ordinance)

**Disposition:** Ordinance No. 167923. (Y-4)

- \*1205** Intergovernmental Agreement with the East Multnomah Soil and Water Conservation District for support services for the development of the Columbia Slough Watershed Council (Ordinance)

**Disposition:** Ordinance No. 167924. (Y-4)

- \*1206** Authorize the Bureau of Water Works to accept the water system from the Port of Portland in the vicinity of the Portland Airport for ownership and future operation and maintenance (Ordinance)

**Disposition:** Ordinance No. 167925. (Y-4)

**REGULAR AGENDA**

**Commissioner Earl Blumenauer**

- \*1207** Agreement with Robertson, Grosswiler & Company to expedite funding opportunities for infrastructure improvements in the River District (Previous Agenda 1154)

**Disposition:** Ordinance No. 167926. (Y-4)

- 1208** Establish fees for services provided by the Bureau of Traffic Management (Second Reading Agenda 1173)

**Disposition:** Ordinance No. 167927 as amended. (Y-4)

**Commissioner Charlie Hales**

- \*1209** Amend Title 3 of the City Code relating to property tax abatement for new construction of single-unit housing and owner-occupied rehabilitation in distressed areas (Ordinance; amend Chapter 3.102)

**Discussion:** Bob Clay, Planning Bureau staff, said this ordinance allows the continuation of the distressed area property tax abatement program. He said the City talked with the Portland Public Schools which has also agreed to the additional \$10 million of abatement authority to continue this program, which has been very successful in promoting the development of new single-family housing and rehabilitation of owner-occupied homes in the distressed area. He said there are a number of linkages of this program to other non-profit programs throughout the City.

Elana Stampfer, Planning Bureau staff, said this abatement has two positive benefits. It promotes new construction and rehabilitation in distressed areas, where housing stock is deteriorating. It also gives developers added incentives to build single-family residences in such areas and makes housing affordable for low-to-moderate income individuals who otherwise would not qualify for mortgages. Since this abatement has been in place, 164 homes have been approved for new construction and 32 homes for rehabilitation. Regarding revenue, she said even while the abatement is in place it generates new taxable value as the abatement applies only to the value at the time the house is built. Since home owners pay taxes on the increased value, for approximately \$5.5 million total exempt value, there has been \$733,000 in new taxable value and this will continue to rise.

Michael Trower, Director of Development, Northeast Community Development Corporation (NECDC), stressed the impact of this program on the Nehemiah home-buyer program. To date NECDC has placed 33 families in new or renovated houses and, in all but four instances, this tax abatement program has been used to qualify individuals to buy a house. Right now there are 31 buyers in escrow for Nehemiah houses, waiting to see if this abatement program is continued, and 60 home buyers in the process of being qualified. He stressed that wherever a new house is placed, the whole block has been improved.

Esther Johnson, no address given, said she qualified for the Nehemiah program in 1993 and has been waiting quite a long time for the tax abatement program to go through, as she would not otherwise qualify. She said she would appreciate this opportunity to buy a house.

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Sondra Price, Northeast Community Development Corporation, said this limited tax abatement program allows low and moderate income people to buy houses they could not otherwise afford. Without the tax abatement program, NECDC believe they will lose about 80 percent of the 31 home-buyers currently in escrow because their monthly payments will be too high without the abatement.

Mayor Katz asked City Economist Drew Bardon to put together a matrix to identify each of the abatement programs and show the increase in property value that results.

Drew Bardon, Office of Finance and Administration, said that is probably doable for three years back if the County can produce the data.

Mayor Katz said as Council looks at tax abatement policy it would be interesting to know the increase to general fund revenues to the City and other jurisdictions because of land improvements or company expansions.

Mr. Bardon said one problem with such an analysis is that you do not know what portion of the increased value is the result of the abatement program and what is due to market trending.

Mayor Katz said she would still like to see if the City can identify that.

Commissioner Blumenauer said getting such a matrix would be very helpful even if there are limits to the data. This particular abatement seems to be a model as the amount is capped, a specific amount has been established and the benefits flow directly to the people in need. It also has real spillover benefits to the neighborhoods.

Mayor Katz said ripple value could also be estimated in both residential and corporate areas.

Jamie Wyatt, no address given, said she is one of those people who has been affected because the tax abatement program has not been applicable. She said this affects her payments by \$135 per month. She said many other people have also expressed interest in participating in the program.

Jeff Fish, local area builder, said this program has really opened up some marginal neighborhoods and also promotes infill.

Mayor Katz asked if the abatement could be used for a "rent to own" program, allowing renters to apply a portion of their rent to buying their units and converting them into home ownership.

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Mike Saba, Planning Bureau, said there is a renter-occupied tax abatement program already on the books. He said he sees no impediment to meshing the programs together.

Commissioner Hales said this has been a very successful bootstrapping tool and thanked all involved for their efforts, noting particularly the conversations with the School District which resulted in passage of a parallel resolution.

Mayor Katz said an interim guideline on tax abatement will be shared as the report is finalized, although this program is outside that guideline because it is related to housing. She said a good case has been made for continuing this program at this time.

**Disposition:** Ordinance No. 167928. (Y-4)

**Commissioner Gretchen Kafoury**

**1210**

Appeal of Absolute Towing against decision of the Towing Board of Review to terminate its contract with the City for vehicle towing and storage (Hearing on Appeal; Previous Agenda 1176)

**Discussion:** Dennis Nelson, License Bureau Manager, said the Towing Board made a decision March 19, 1994 to terminate this contract with Absolute Towing under a section of the contract which allows either the City or the contractor to terminate the contract on 60-days notice for any reason deemed appropriate at its sole discretion. He said in September, 1993 the Towing Coordinator was notified that Patrick Maher, at that time the owner of Absolute, had been arrested on charges of attempting to elude, driving while suspended and had an outstanding warrant for failure to appear on charges of possession of a stolen vehicle. The Board then imposed an emergency suspension but reinstated Absolute, based on sale of the corporation, proof of insurance and an affidavit from Mr. Maher stating that he no longer had an interest or would participate in this business.

However, Mr. Nelson said, in March, 1994, the Towing Board voted to terminate the contract based on evidence of Mr. Maher's continued involvement in the business. He described a number of incidents supporting that involvement, including one in which the towing coordinator, Marian Gaylord, observed Mr. Maher driving an Absolute Truck in Northeast Portland. In summary, the Tow Board felt the preponderance of evidence clearly demonstrates that Mr. Maher is still involved in the business. He said the Towing Board was very clear, in conditioning the contract, that Mr. Maher not be involved in any way.

Mr. Nelson addressed several issues raised in Attorney Tom Coleman's brief. First, regarding the availability of public records, noting that the appeal was

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set over one week to allow for extra time and it is the Bureau's position that the records request was not timely and that the License Bureau has tried to the best of its ability to provide records necessary to put the case together. Regarding his own comments on another termination case, Mr. Nelson said his comment "I love being Chair" was admittedly somewhat sarcastic as the Chair must often make the tie-splitting vote. He also explained why in that case, involving Portland Auto Care, he voted for probation rather than termination. This included supportive testimony from the Police and the company's willingness to correct their problems. Absolute was given a similar chance but the Towing Board believes they fouled up and this contract should now be terminated. He asked Council to deny the appeal and uphold the decision of the Towing Board.

Tom Coleman, attorney representing Darcy Cadigan, said she is the sole owner and majority stockholder of Absolute Towing. He said his client and Mr. Maher had a former domestic arrangement and have children together so her relationship with him cannot be avoided. He said there have been some technical violations, including the fact that Mr. Maher drove an Absolute Truck to pay a fine, but he does not work for Absolute. He said the Board is applying a new standard in this case which is unfair. He said Mr. Nelson did state at a Towing Board meeting that he looked at older companies and gave more weight to them than to new companies. He said he cannot show that the Board treats women and minority-owned companies differently but if there is a higher standard for new companies it will have that effect. Regarding the availability of records, Mr. Coleman said it was difficult to get information from the Board which seems to act informally so there is no public record whatsoever. The Board says it acts on information received, such as from other towers, but does not seem to make any investigation on its own. He noted that Ms. Cadigan did report the original arrest but the Board said it never got it. He cited the case of a tow owner cited for drunk driving where the Board did nothing, contending that it was because the man who was cited owned one of the older companies.

Mr. Coleman also asserted that Ms. Gaylord, the towing coordinator, could not have seen Mr. Maher driving a blue tow truck on May 2 as both of Absolute's blue tow trucks were in Hillsboro all afternoon and he has witnesses who will so testify. He also has a witness who will testify that he did the tow alleged to have been performed by Mr. Maher. Absolute should not be judged by the former association and the same standard should be applied to it as to everyone else.

Darcy Cadigan, president and majority stockholder of Absolute Towing, disputed the company's ability to defend itself at the Tow Board meetings. She said her witnesses, who could state that Mr. Maher has not had anything to do with the company, were not allowed to testify. She disputed other points of Mr. Nelson's testimony, adding that none of the other companies have ever been terminated for their shortcomings, citing the arrest for



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drunkenness of a tow company owner at the scene of a tow. She said nothing ever happened to the company because of this incident. She said her company should get the same treatment and be put on probation.

Kevin Rouse, no address given, said he did the tow on April 6 which the Board has alleged was done by Mr. Maher. He said he was told by Officer Moreschi to hurry up as the owner might be pissed off. Then Officer Moreschi left and he was hassled by a group of Hispanics until a Police Sergeant showed up.

Russell Hocking, Hillsboro, said on May 2, the date when Absolute Towing's blue tow truck was supposedly seen being driven by Mr. Maher in Portland, it was actually in Hillsboro all day.

Paul Hocking, Hillsboro, confirmed Russell Hocking's statement.

Patrick Maher, no address given, said from the time he transferred his interest in the towing company, he has had no affiliation with that business at all. The problem is that, because he is an ex-con, there is a personal issue between himself and Officer Moreschi that has nothing to do with the tow contract. He said this is Officer Moreschi's way of getting back at him for his past, adding that the Officer has admitted that he has a personal vendetta against him.

Vince Moreschi, Police Officer, said he has initiated no complaints against Absolute Towing with the Towing Board of Review. He clarified the incident on April 6, stating that Mr. Maher was not picking up the vehicle on which the tow had been called. It was for an evidence tow on a hit-and-run vehicle at the Cully Killingsworth apartment complex. When he heard that Absolute Towing had been called, he wondered if Mr. Maher was still involved and ran his name, learning that he had a warrant for his arrest and a suspended license. An Absolute driver did show up and while he was hooking up the car, Patrick Maher drove up in another Absolute tow truck with his son. He then took Mr. Maher into custody and because the other tower was having trouble with the Hispanics, two other officers were sent to stand by until the tow was completed.

Commissioner Hales asked him if he had any evidence that Mr. Maher was conducting business for Absolute Towing when he arrived at the scene. He asked if his arrival at the scene was incidental to the tow.

Officer Moreschi said that was correct; Mr. Maher was not performing the tow, only driving the truck.

Commissioner Hales said the question is when did Mr. Maher last conduct business for the company. He said he is still a little confused about when he ceased to participate in the business.

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Mr. Nelson said this is not an ownership issue. The agreement the Towing Board made to allow Absolute to come back on the contract was that Mr. Maher would have no participation in the business. In the incident cited by Officer Moreschi, he believes the arrival at a City-ordered tow scene by Mr. Maher shows participation because the only way he would know about it was if he were monitoring the calls and following the business. Each of the specific incidents cast some doubt and the Tow Board in its review found the evidence presented by the insurance company, by Ms. Gaylord, etc., was convincing and sufficient to indicate that Mr. Maher was still involved and to some extent still participating in the affairs of Absolute Towing. Given the seriousness of the towing business, Mr. Maher's record, particularly driving with a suspended license, is of concern to the City. He said the central issue is one of good faith as the Tow Board clearly stipulated that Absolute could only operate if Mr. Maher was not involved. There is convincing evidence that he has remained involved in some capacity since that time and that is why the Board recommends that the City sever its relationship with Absolute Towing.

Mayor Katz asked if it would have been considered participation in the business if Mr. Maher had been found driving the tow truck, but not anywhere close to the tow incident.

Mr. Nelson said yes, he would be driving an Absolute vehicle with a suspended license.

Mayor Katz asked if driving tow trucks with suspended licenses was allowed.

Mr. Nelson said that is prohibited.

Mayor Katz asked about preferential treatment for tow companies, such as Portland Auto Care, that have been under contract with the City for several years.

Mr. Nelson said in the case of Portland Auto Care, termination was begun based on the testimony of some Police officers. Other officers then came forward and testified in behalf of Portland Auto Care. To the extent that the company has developed a track record, that might cause a difference in treatment. There is nothing, however, that states a preference for older companies.

Commissioner Kafoury said these are contracts with the City and the City has the responsibility to set standards for those it does business with. This case does not need to be determined based on judicial proceedings as to whether they got equal treatment, etc. She said the trust relationship with this company has been broken and recommended denial of the appeal.

Commissioner Hales said he is trying to determine to what extent the public

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interest is at risk because the City is doing business with a company which has practices that are injurious to public safety, such as driving with a suspended license.

Commissioner Kafoury said the question is how much evidence does Council have to have to make a determination.

Commissioner Hales said obviously not as much as if this were a court of law. He asked if this was a unanimous Board decision.

Mr. Nelson said one member voted to abstain because he had not been present at the earlier hearing. The other five voted for termination.

Commissioner Kafoury moved to deny the appeal and uphold the decision.

Commissioner Blumenauer asked for clarification of the incident where two different vehicles showed up at the scene of a tow.

Mr. Coleman said there were two different incidents. Mr. Maher was arrested at Cully and Killingsworth in April and the Police report suggested that it was in response to the tow. However, he was not responding to the tow; he had his child with him and Ms. Cadigan lives two blocks from where he was arrested. That was the reason why he was in that location at that time. He should not have been driving that truck, admitting that Ms. Cadigan made a mistake in allowing him to do so. Regarding the incident on May 2 when Mr. Maher was seen driving a blue tow truck, Mr. Coleman said the only blue tow truck owned by Ms. Cadigan was in Hillsboro, as Mr. Hocking testified. Mr. Maher may drive a blue tow truck but that is not her business. He added that when Mr. Nelson said Police officers testified in support of Portland Auto Care, the reason he gave for why the company's contract was not terminated, they were subpoenaed to testify and did not do so voluntarily.

Mayor Katz called for the vote.

Commissioner Hales said the benefit of the doubt should be toward a better business relationship between the City and a towing contract than exists in this case.

Commissioner Kafoury noted that the City or the contractor can terminate the contract for any reason deemed appropriate at its sole discretion. That is the standard and the responsibility for reviewing these towing company contracts has been vested in the Towing Board.

Mayor Katz said the critical issue for her is participation in the business and how close that participation was. She said she will accept the fact that Mr. Maher was driving the tow truck (in the Cully incident) and with a

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suspended license as proving his participation. She said, however, she believes the Towing Board should be a little more specific in defining what participation actually means.

**Disposition:** Appeal denied. (Y-4)

**S\*1211**

Contract with Retriever Towing, Inc. for towing, storage and disposal of abandoned vehicles (Previous Agenda 1177)

**Discussion:** Dennis Nelson, Bureau of Licenses Manager, said at its last meeting the Towing Board opened bids for this year's abandoned vehicle contract. Absolute Towing appeared to be the high bidder (under this contract the tower pays the City for the privilege of towing abandoned vehicles). The Board voted that if Absolute's appeal to Council was denied, it would recommend award of the contract to Retriever Towing. A Substitute ordinance has been filed and distributed.

Commissioner Kafoury moved the Substitute which gives the contract to Retriever Towing. Commissioner Hales seconded.

Mayor Katz, noting that \$14.76 is recovered by the City for each abandoned vehicle, asked if the Bureau knew how much these vehicles are sold for on the market.

Mr. Nelson said no, most of the cars wind up as scrap and the scrap metal market fluctuates widely.

Mayor Katz asked if there was any record as to how much the tow companies actually collected.

Mr. Nelson said it would be a matter of determining gross receipts and net costs. He said the cost of going through the lien process to obtain ownership has increased substantially. He said the Bureau has approached this on a competitive bid basis as it believes the market place is the best gauge of the costs. He said the Towing Board is reviewing the entire contracting procedure on tows and will return with a report early in 1995. He said there are a number of options and it is appropriate to review policies that have been in place for 15-20 years. He added that the City currently does 20,000 tows at a lower-than-average cost than other cities on the West Coast.

Mayor Katz said she has heard that the return on these abandoned vehicles is significantly higher than \$14.76. She suggested taking a look at the real revenue flow to the towing companies.

Mr. Nelson said that is worth looking into but there are some substantial costs to the tow companies that need to be considered.

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Hearing no objections to acceptance of the Substitute, the Mayor so ordered.

Commissioner Blumenauer said he thinks there is some work that can be done to streamline the lien process.

**Disposition:** Substitute Ordinance No. 167929. (Y-4)

At 10:55 a.m., Council recessed.

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A RECESSED MEETING OF THE COUNCIL OF THE CITY OF PORTLAND, OREGON WAS HELD THIS 20TH DAY OF JULY, 1994 AT 2:00 P.M.

THOSE PRESENT WERE: Mayor Katz, Presiding; Commissioners Hales and Kafoury, 3.

OFFICERS IN ATTENDANCE: Cay Kershner, Clerk of the Council; Pete Kasting, Senior Deputy City Attorney; and Chuck Bolliger, Sergeant at Arms.

**\*1212**

**TIME CERTAIN: 2:00 PM** - Amend Ordinance No. 151657 which granted a Comprehensive Plan Map amendment and zone change from R1, Residential, to C2 and C2B, Commercial, for property at 4722 NE Glisan, to remove Condition D2 and add a condition (Ordinance; 94-00226 CP ZC)

**Discussion:** Pete Kasting, Senior Deputy City Attorney, outlined the procedures and options available to hearing participants.

Sheila Frugoli, Planning staff, said this is a request to modify conditions of a previous land-use decision, not an appeal. Because the previous decision was for a zone change and Comprehensive Plan Map amendment, the same procedure used then is required now to finalize this request.

In 1981, Council approved a zone change and Comprehensive Plan Map amendment for this site. The change was from R1, multi-dwelling residential to C2, general commercial. The applicant is now requesting removal of a condition which restricted uses on the site to medical office or residential. Since the 1981 approval, the site was rezoned to CN2, neighborhood commercial, through the commercial remapping process in 1991. The applicant now wishes to remove the use restriction on the site to allow the full range of uses permitted in a CN zone. Ms. Frugoli stated the applicable approval criteria, adding that both staff and the Hearings Officer recommend approval of the request. In his decision, the Hearings Officer stated that the full use of the site will not change its character or adversely affect nearby uses. The only condition applied to this request is that the property owner bring the parking lot up to current standards.

Council members indicated they were ready to approve this request.

Cay Kershner, Clerk of the Council, noted that because this is an emergency ordinance and only three Council members are present, this must be continued one week.

**Disposition:** Continued to Wednesday, July 27 at 9:30 a.m.

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**Mayor Vera Katz**

**1213**      Make certain determinations and findings related to and adopt the Fifth Amendment to the Oregon Convention Center Urban Renewal Plan (Second Reading Agenda 1174)

**Disposition:** Ordinance No. 167930. (Y-3)

Council recessed at 2:15 p.m.

**JULY 21, 1994**

A RECESSED MEETING OF THE COUNCIL OF THE CITY OF PORTLAND, OREGON WAS HELD THIS 21ST DAY OF JULY, 1994 AT 2:00 P.M.

THOSE PRESENT WERE: Mayor Katz, Presiding; Commissioners Hales, and Kafoury, 3.

OFFICERS IN ATTENDANCE: Cay Kershner, Clerk of the Council; Kathryn Imperati, Senior Deputy City Attorney; and Officer Chuck Bolliger, Sergeant at Arms.

**Commissioner Gretchen Kafoury**

**1214**

Liquor license application for Michele Incorporated, dba Henry's Cafe, 3003 SE Division Street, restaurant liquor license (new outlet); favorable recommendation (Report)

**Discussion:** John Werneken, License Bureau staff, said neighborhood concerns about increased alcohol availability as well as parking and traffic problems seem to have been allayed through development of a good neighbor plan. The Bureau's recommendation is favorable.

**Disposition:** Favorably recommended. (Y-3)

At 2:05 p.m., Council adjourned.

BARBARA CLARK  
Auditor of the City of Portland

*Cay Kershner*

By Cay Kershner  
Clerk of the Council