

PROJECT NO. ORE. R-8

PROJECT NAME: ALBINA NEIGHBORHOOD
IMPROVEMENT PROJECT

LOCAL GRANT-IN-AID
AND
COOPERATION AGREEMENT

by and between the

CITY OF PORTLAND

and the

LOCAL PUBLIC AGENCY

LOCAL GRANT-IN-AID AND COOPERATION AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 1964, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the "Local Government," and the PORTLAND DEVELOPMENT COMMISSION, a public body corporate and politic, duly created and functioning under the Charter of the City of Portland and the laws of the State of Oregon, hereinafter called the "Local Public Agency,"

W I T N E S S E T H that

WHEREAS, the Local Public Agency in accordance with and pursuant to ORS Chapter 457 and Chapter XV of the Charter of the City of Portland, is undertaking an urban renewal project, known as the Albina Neighborhood Improvement Project, hereinafter called the "Project," located in that area, hereinafter called the "Urban Renewal Area" of the City of Portland, County of Multnomah, State of Oregon, more specifically bounded and described as follows:

Beginning at the intersection of the south right-of-way line of North Fremont Street with the east right-of-way line of North Vancouver Avenue, running thence northerly along said east right-of-way line of North Vancouver Avenue a distance of 2360 feet, more or less, to the intersection with the north right-of-way line of North Skidmore Street; thence westerly along said north line of North Skidmore Street a distance of 1600 feet, more or less, to the S. W. corner of Block 6, Central Albina Addition to the City of Portland; thence northerly along the west line of Block 6, Central Albina Addition a distance of 10 feet to the intersection of the easterly extension of the south line of Block 1, Multnomah Addition and the west line of Block 6, Central Albina Addition; thence westerly along the extension of the south line of Block 1 a distance of 52 feet to the S. E. corner of Block 1; thence westerly along the south line of Block 1 a distance of 115 feet to the west line of an alley lying between North Albina Avenue

and north Mississippi Avenue; thence southerly along the west line of said alley a distance of 1440 feet to the north line of Block 25, Multnomah Addition. Thence westerly along the north line of Block 25 a distance of 100 feet to the N.W. corner of said Block; thence southerly along the west line of said Block a distance of 400 feet to the S.W. Corner of said Block; thence easterly along the south line of said Block a distance of 100 feet to the west line of an alley, aforementioned; thence southerly along the west line of said alley a distance of 697.2 feet to the south right-of-way line of North Fremont Street; thence easterly along said right-of-way line a distance of 127 feet, more or less; thence northeasterly along said right-of-way line a distance of 296.15 feet; thence easterly along the south right-of-way line of North Fremont Street a distance of 692.65 feet to the intersection with the east right-of-way line of North Commercial Avenue; thence northerly along the said east right-of-way line a distance of 5.1 feet to the intersection with the south right-of-way line of North Fremont Street; thence easterly along said south right-of-way line a distance of 655.3 feet to the point of beginning, all situated in the City of Portland, County of Multnomah, State of Oregon.

WHEREAS, the Project involves undertakings and activities by the Local Public Agency in the Urban Renewal Area for the elimination and for the prevention of the development or spread of slums or blight and involves rehabilitation and conservation, spot clearance and redevelopment, or a combination or part thereof in accordance with a plan (herein called the "Urban Renewal Plan") adopted by the Local Public Agency by its resolution dated the _____ day of _____, 1964, and approved by the governing body of the Local Government by Resolution adopted the _____ day of _____, 1964; and

WHEREAS, the conditions of deterioration and blight existing in the Urban Renewal Area constitute a menace to the community and are detrimental to the health, safety, morals and welfare of the residents of the community; and the elimination of said slums and conditions of deterioration and blight by the Local Public Agency with Federal financial assistance provided pursuant to Title I of the Housing Act of 1949, as amended, is necessary

for the protection and preservation of the public health, safety, morals and welfare, and that the carrying out of the Project is in the public interest; and

WHEREAS, in order for the Local Public Agency to effectuate the Urban Renewal Plan and to undertake and carry out the Project, the assistance of both the United States of America (herein called the "Federal Government") and the Local Government is required: namely, of the Federal Government by lending funds needed to defray a substantial portion of the gross project cost of the Project and by contributing not more than two-thirds (2/3) of the aggregate net project cost of this Project and any other project hereintofore under a Title I Contract for grant; and of the Local Government by making certain local grants-in-aid (required by Title I of the Housing Act of 1949, as amended) as hereinafter provided, which, together with the contributions of the Local Public Agency equal the balance of the estimated net cost of the Project; and

WHEREAS, upon the basis of reasonable estimates of cost prepared by the Local Public Agency, it appears that the presently estimated net project cost of the Project to be incurred by the Local Public Agency in carrying out the Project, constituting the difference between the gross cost of the Project and the proceeds derived from the disposition of the land, amount to approximately Two Million Forty Thousand Two Hundred Forty-Six Dollars (\$2,040,246.00), of which amount the Federal Government is expected to provide an amount estimated to be One Million Three Hundred Sixty Thousand One Hundred Sixty-Four Dollars (\$1,360,164.00) in the form of a capital grant, leaving a balance of Six Hundred Eighty Thousand Eighty-Two and 00/100 Dollars (\$680,082.00) to be provided in the form of local grants-in-aid; and

WHEREAS, the Local Public Agency has applied to the Federal Government for financial assistance under the aforesaid Title I and is desirous of entering into

a contract with the Federal Government for a loan and capital grant (herein called the "Title I Contract") and it now devolves upon the Local Public Agency and the Local Government to take certain actions and to make provision for certain local grants-in-aid as hereinafter specified; and

WHEREAS, it is necessary and in the sound interest of the community and otherwise beneficial and advantageous for the Local Public Agency and the Local Government to provide for the local grants-in-aid hereinafter specified and for the Local Government to otherwise cooperate with the Local Public Agency in carrying out the Project to the end that deleterious conditions in the Urban Renewal Area be removed and that the Urban Renewal Area be renewed in accordance with sound practical planning objectives, which renewal will result in increases of tax revenues from the Urban Renewal Area, decreases in expenditures and contribute materially to the well being, progress and development of the community as a whole;

NOW, THEREFORE, pursuant to the provisions of ORS Chapter 457, as amended, and Chapter XV of the Charter of the City of Portland, and in consideration of the benefits to accrue to Local Government, the community and the citizens thereof from said Project, and of the covenants hereinafter set forth, the Local Government and the Local Public Agency do agree as follows:

Section 1. The Local Public Agency agrees to deposit as provided herein in the Project Expenditures Account, to be set up and maintained for the Project as a cash local grant-in-aid, a sum not less than Five Hundred Eight Thousand Five Hundred Eighty-Five and 00/100 Dollars (\$508,585.00); said sum of money to be obtained and deposited at the earliest possible date or dates during the undertaking of the Project in the Project Expenditures Account by the Local Public Agency as funds are made available originating from a special tax levied under the provisions of Section 15-107 of Chapter XV of the Charter of the City of Portland

and from other sources. The Local Public Agency represents and agrees that it presently has available funds from nonfederal sources in an amount equal to not less than \$556,240.00 and that it will keep an amount of not less than \$556,240.00 free and clear of any other obligations or commitments until completion of the Project or until such amount is changed through the mutual consent of the Local Government and the Local Public Agency. The Local Government agrees that in the event any of the funds designated by the Local Public Agency in this Agreement for this Project and remaining unallocated thereto come within the control of the Local Government by reason of a change in the Local Public Agency, the Local Government will carry out the purposes of this provision by paying such funds into the Project Expenditure Account or transferring the same to the successor local public agency for the same Project purposes, to the full extent set forth in this Agreement, and to otherwise assist and cooperate with the Local Public Agency or its successor in any other way to assure that such designated funds will be made available at appropriate times for this Project.

Section 2. The Local Public Agency and the Local Government agree that in consideration of: (a) real property acquired by the Local Public Agency within the urban renewal or Project area is generally tax exempt under the laws of the State; (b) the Local Government will not itself seek payments in lieu of such taxes; and (c) the Local Public Agency will not make payments in lieu of such taxes, that the Local Public Agency will claim from the Federal Government to the full extent available, as a further cash local grant-in-aid for the Project, real estate tax credits under the provision of Section 110 (e) of Title I of the Housing Act of 1949, as amended, which real estate tax credits are presently estimated to be Forty-Seven Thousand Six Hundred Fifty-Five and 00/100 Dollars (\$47,655.00).

Section 3. The Local Government (or other governmental bodies) agrees to provide (or has provided) for the Project non-cash local grants-in-aid totaling

an estimated One Hundred Twenty-Three Thousand Eight Hundred Forty-Two and 00/100 Dollars (\$123,842.00) as follows:

(a) The Local Government agrees to establish, pursuant to applicable laws and practices and subject to all legal limitations relating to the establishment or creation thereof, an assessment district or districts, for the improvement, reconstruction or resurfacing of alleys, curbs, and sidewalks in accordance with the Urban Renewal Plan, and to construct or cause to have constructed, such improvements in accordance with a time schedule and pursuant to such plans and specifications as will conform to the plans and requirements of the Project and are otherwise satisfactory to the Local Public Agency. The present estimated amount to be assessed to benefited property for said improvements is in the amount of Ninety-Three Thousand Four Hundred Seventeen and 00/100 Dollars (\$93,417.00).

(b) The Local Government agrees to identify and furnish all necessary data and information concerning the resurfacing of North Vancouver Avenue which work is now completed and constitutes a benefit to the Project as follows:

Cost of resurfacing of N. Vancouver Avenue	\$4,437.00
% of Benefit to Project	50%

(c) The Local Government agrees to identify and furnish all necessary data and information concerning the water tower which has been constructed and serves and constitutes a benefit to the Project as follows:

Cost of construction of Water Tower	\$212,303.00
% Benefit to Project	11.5%

(d) The Local School District #1 has identified and furnished all necessary data and information concerning the addition to Humboldt School which has been constructed and serves and constitutes a benefit to the Project as follows:

Cost of construction of new facility	\$27,316.00
% Benefit to Project	22%

Section 4. It is understood and agreed that the Local Public Agency's and the Local Government's obligation with respect to the Project is to provide cash and non-cash local grants-in-aid in an amount equal to one-third (1/3) of the actual net cost of the Project, and that the amounts set forth in this Agreement are based on estimates and that if the actual net cost of the Project (as determined in accordance with the Federal Aid Title I Contract) is greater than the estimated net cost of the Project, the Local Government agrees to provide, to the extent that the Local Public Agency is not itself able to provide from its own sources (exclusive of Project funds) an additional cash grant in an amount which, together with all other local grants-in-aid previously furnished, will equal one-third (1/3) of the actual net cost of the Project as finally determined. Provided, however, that the Local Government shall not be obligated to provide any amount towards the cash local grant-in-aid which, together with the funds provided by the Local Public Agency from its own sources and the real estate tax credits, shall exceed Five Hundred Fifty-Six Thousand Two Hundred Forty and 00/100 Dollars (\$556,240.00). In the event that the cash local grant-in-aid (including real estate tax credits) to be furnished shall exceed Five Hundred Fifty-Six Thousand Two Hundred Forty and 00/100 Dollars (\$556,240.00), this section of the Agreement shall be subject to renegotiation for the purpose of determining the ability of the Local Government to provide additional funds towards the cash local grant-in-aid to the extent that the Local Public Agency is not itself able to provide such funds from its own sources.

Section 5. The Local Government agrees that at no cost or expense to the Local Public Agency and upon the Local Public Agency's request, the Local Government will accomplish or cause to be accomplished the vacating of all streets, roads, alleys and other public ways, to be eliminated in preparing the Urban Renewal Area for its new uses, as shown in the Urban Renewal Plan, and the Local Government agrees to convey or cause to be conveyed to the Local Public Agency without cost any and all land and interests in land in the Urban Renewal Area owned by the Local Government which are contemplated under the Urban Renewal Plan to be acquired by the Local Public Agency. Conveyance of such land shall be made within a reasonable time after request therefor by the Local Public Agency in order to facilitate carrying out the Urban Renewal Plan.

Section 6. The Local Public Agency agrees, with respect to those lands in area designated for reuse as a park, streets, roads, alleys, sidewalks, and other public ways by the Plan, to dedicate such land to street or other public purposes and the Local Public Agency further agrees that, if necessary or desirable, it will convey to the Local Government, if so requested free of charge, to the extent said park, streets, roads, alleys, sidewalks and other ways are of full or 100% benefit to the Project, any land so dedicated. To the extent that any land in said park or ways are not of full or 100% benefit to the Project, the Local Government shall pay the Local Public Agency fair-reuse value as concurred in by the Federal Government. The Local Government agrees that it will, within a reasonable time after request therefor by the Local Public Agency, accept the dedication thereof for park, street or other public purposes. The Local Government further agrees to

accept or cause to be accepted all grants or easements necessary for the reuse of the Urban Renewal Area in accordance with the Urban Renewal Plan.

Section 7. The Local Government agrees that it shall maintain in good repair and working order, or cause to be so maintained, the park, all streets and street diverters, roads, alleys, storm sewers, water mains, and other public improvements in the Urban Renewal Area constructed, installed or reconstructed, either by the Local Government or the Local Public Agency for such time as said improvements are so used by the public. The Local Government further agrees that it will furnish, or cause to be furnished, at its own expense, the necessary electric current adequately and properly to light all street lights that may be installed pursuant to the Urban Renewal Plan or, in the future, in the Urban Renewal Area to the same extent as it furnishes such lighting in any other residential area of the City. The Local Government further agrees that it will furnish, or cause to be furnished, all necessary and proper municipal services to the same extent as furnished to any other residential area of the City for so long as the same shall be needed as required by the Urban Renewal Area and the inhabitants thereof, in accordance with its new uses as specified by the Urban Renewal Plan. The Local Government further agrees with respect to each and every public facility to be provided or furnished by it under this Agreement as a non-cash grant-in-aid and with any and all other public facilities that may otherwise be provided by it as non-cash grants-in-aid, that such public facilities shall be open without regard to race, color, creed, or national origin to all occupants of the urban renewal project area after renewal and to the public to the extent such areas are available for public use.

Section 8. So long as the Title I Contract between the Local Public Agency and the Federal Government for Loan and/or Capital Grant, or both, with respect to this Project, remains in force and effect, or so long as the principal of and

interest on any Project Temporary Loan Obligation or Preliminary Loan Obligation, issued by the Local Public Agency in connection with said Project, remains outstanding and unpaid, or so long as any monies due the Federal Government under said Title I Contract remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Federal Government acting by and through the Housing and Home Finance Administrator.

Section 9. The privileges, rights, obligations, duties, and liabilities of the Local Government shall remain in full force and effect with respect to said Project, unless with respect to specific sections hereof a longer time is specified or implied, so long as possession and control of said Project or any right, title, and interest in and to said Project and Project lands, or any part thereof, remains in the Local Public Agency or any Receiver appointed by a Court of competent jurisdiction upon application therefor by the Federal Government until completion or termination of the Project. If at any time, possession, and control of said Project passes to such a Court appointed Receiver, the provisions hereof, in addition to any other rights or privileges that such Receiver may possess, shall inure to the benefit of and may be enforced by such Receiver.

Section 10. Except where the context clearly indicates otherwise, the terms used in this Agreement shall have the meanings ascribed to them in Section 711 of Part II, Standard Terms and Conditions of a Loan and Grant Contract between a Local Public Agency and the United States of America (URA Form No. H-3155b, May 15, 1956).

Section 11. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the State redevelopment or renewal law and other applicable State laws and any applicable Federal law.

Section 12. This Agreement may be executed in four counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Local Government has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested and the Local Public Agency has caused the same to be duly executed in its behalf and its seal to be hereunto affixed and attested, all as of the date and year first above written.

CITY OF PORTLAND

By _____

By _____

PORTLAND DEVELOPMENT COMMISSION

By _____

By _____

Approved as to form:

City Attorney

ORDINANCE No.

ORDINANCE NO. 118309

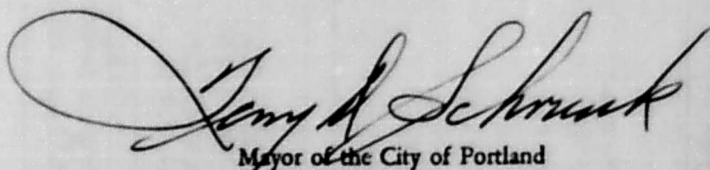
An Ordinance authorizing execution of cooperation agreement with Portland Development Commission concerning Albina Neighborhood Improvement Project, and declaring an emergency.

The City of Portland ordains:

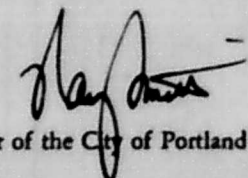
Section 1. The Council finds that the Portland Development Commission as Urban Renewal Agency of the City of Portland has adopted a plan and relocation plan for the Albina Neighborhood Improvement Project; that said plan has been approved by the City; that said plan required advancement of Federal funds to the Commission to finance the same; that pursuant to Federal law and regulation, a cooperation agreement between the Local Public Agency, namely the Portland Development Commission and the local government, through the City Council must be entered into fixing responsibilities and providing for mutual cooperation in connection with said neighborhood improvement project; that it is reasonable and appropriate to enter into such an agreement; now, therefore, the Mayor and Auditor are hereby authorized to execute on behalf of the City of Portland a cooperation agreement between the Portland Development Commission, as the Local Public Agency for Urban Renewal and the City, substantially in accordance with the form of agreement attached to the original only hereof, marked Exhibit "A," and by this reference made a part of this ordinance.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that said neighborhood improvement project may go forward without delay during the current construction season and in order to facilitate the improvement of said area; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, APR 8 - 1964


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No.

1237

ORDINANCE No. 118309

Title

An Ordinance authorizing execution of cooperation agreement with Portland Development Commission concerning Albina Neighborhood Improvement Project, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Bean	1	
Bowes	1	
Earl	1	
Grayson	1	
Schrunk	1	

FOUR-FIFTHS CALENDAR

Bean	
Bowes	
Earl	
Grayson	
Schrunk	

INTRODUCED BY

Order of Council

DRAWN BY

MCR/Eg

Date April 3, 1964

NOTED BY THE COMMISSIONER

Affairs

Finance

Safety

Utilities

Works

City Attorney

MLR

NOTED FOR CITY AUDITOR

MLR

APPROVED

Date

By

City Engineer

Date

By

RAY SMITH

Auditor of the CITY OF PORTLAND

Filed APR 3 1964

By

Deputy