

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 6937

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF PLANNING AND SUSTAINABILITY AND THE CITY OF PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$900,000 FOR COMPLETION OF THE CENTRAL CITY 2035 PLAN

WHEREAS, the Portland Development Commission (“PDC”), as the duly-designated urban renewal agency of the City of Portland (the “City”), is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects;

WHEREAS, the City’s Bureau of Planning and Sustainability (“BPS”) has initiated the Central City 2035 Plan, a component of the City’s land use comprehensive plan known as the Portland Plan, and the City’s Bureau of Transportation (“PBOT”) has actively contributed to the Central City 2035 Plan;

WHEREAS, BPS and PBOT promote integrated land use planning and development based on sustainability principles and practices, as well as develop and implement policies and programs that provide environmental, economic, and social benefits to residents, businesses, and government, which strengthen Portland's position as an international model of sustainable practices and commerce;

WHEREAS, Downtown Waterfront, River District, North Macadam, South Park Blocks, Oregon Convention Center, Central Eastside, and portions of the Interstate Corridor Urban Renewal Areas (collectively, the “Central City URAs”) have boundaries within the Central City 2035 planning area and implementation of urban renewal plans must be consistent with the Portland Plan;

WHEREAS, the Central City URAs will benefit from participation and coordination with the Central City 2035 planning process, including concept planning, review and modifications to zoning, and other updates and changes to subsequent district plans;

WHEREAS, the City Council (“Council”), through Ordinance No. 181358, which was duly adopted by Council on October 17, 2007, and amended by Ordinance No. 183661, passed by Council on April 7, 2010, delegated to the Director of BPS and the City Auditor the authority to enter into intergovernmental agreements with PDC, and the form of agreement used for this Agreement is substantially similar to the template that was approved by Council through the above referenced Ordinance;

WHEREAS, Council, through Ordinance No. 181383, which was duly adopted by Council on October 31, 2007, amended Ordinance No. 181358 to add an emergency clause authorizing the Director of BPS to sign an agreement with PDC immediately upon passage of that ordinance; and

WHEREAS, Council, through Ordinance 181631, which was duly adopted by Council on February 27, 2008, and amended by Ordinance No. 183429, passed by Council on January 6, 2010, delegated to the Director of PBOT and the City Auditor the authority to enter into intergovernmental agreements with PDC. The form of agreement used for this Agreement is substantially similar to the template that was approved by Council through the last above referenced Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the PDC Board of Commissioners authorizes the Executive Director to enter into an Intergovernmental Agreement (“IGA”) with BPS and PBOT for fiscal year 2011-12 and fiscal year 2012-13, subject to adoption of the fiscal year 2012-13 budget, substantially in the form attached hereto as Exhibit A;

BE IT FURTHER RESOLVED that the Executive Director may approve changes to the IGA, if such changes, in the opinion of the Executive Director in consultation with the General Counsel, do not materially change PDC’s obligations or risks; and

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

Adopted by Portland Development Commission on June 13, 2012



Gina Wiedrick, Recording Secretary

INTERGOVERNMENTAL AGREEMENT

Between

Portland Development Commission

And

Portland Bureau of Planning and Sustainability

And

Portland Bureau of Transportation

For the

Central City 2035 Plan

This Intergovernmental Agreement (this “Agreement”), dated this ____ day of _____, 20__, (“Effective Date”) is made and entered into by and among the City of Portland, Bureau of Planning and Sustainability (“BPS”), the City of Portland Bureau of Transportation (“PBOT”), and the Portland Development Commission (“PDC”).

RECITALS

1. PDC, as the duly-designated urban renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
2. PBOT is responsible for transportation operations and improvements within the City public rights of way.
3. BPS promotes integrated land use planning and development based on sustainability principles and practices. BPS also develops and implements policies and programs that provide environmental, economic and social benefits to residents, businesses and government, which strengthen Portland's position as an international model of sustainable practices and commerce.
4. A cooperative partnership between PDC, BPS and PBOT will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
5. The parties desire to enter into an agreement that will establish terms and conditions by which a party will engage and compensate another party for performing specific services.
6. The Portland City Council ("Council"), through Ordinance No. 181358, which was duly adopted by Council on October 17, 2007, and amended by Ordinance No. 183661, passed by Council on April 7, 2010, delegated to the Director of BPS and the City Auditor the authority to enter into intergovernmental agreements with PDC. The form of agreement used for this Agreement is substantially similar to the template that was approved by Council through the above referenced Ordinance.
7. Council, through Ordinance 181631, which was duly adopted by Council on February 27, 2008, and amended by Ordinance No. 183429, passed by Council on January 6, 2010,

delegated to the Director of PBOT and the City Auditor the authority to enter into intergovernmental agreements with PDC. The form of agreement used for this Agreement is substantially similar to the template that was approved by Council through the last above referenced Ordinance.

8. This form of Agreement is intended for funding project phases, including, but not limited to: Project Development, Project Design, Right-of-Way Acquisition, and Construction Management and Engineering. It is not intended for the Bid and Award Phase of construction projects.

AGREEMENT

Now therefore, the parties agree as follows:

I. The Project

A. Background BPS is undertaking a process to update the 1988 Central City Plan and this process is known as Central City 2035 Plan (CC2035) (the "Project"), the first comprehensive look at the Central City in more than 20 years. Policy issues will include, but are not limited to: economic development, equity, mobility, urban form, housing, and sustainability. The Project is a component of the Portland Plan, which entails an update to the City's Comprehensive Plan, and the recently adopted Climate Action Plan and Economic Development Strategy.

The Central City is the center of the economy for the Portland metropolitan region and the Columbia River Basin. It is also the regional center for government, arts and cultural activities; for retail, entertainment, and tourism; for higher education and lifelong learning; for urban living; and last, but not least, it is the center of the region's vast multimodal transportation network.

The vitality of the Central City faces numerous challenges not present when the last plans and policies for this area were adopted in 1988. Continued population growth, changing economic trends and conditions, and a host of potential impacts of global climate change on regional livability, economic viability, and environmental quality face us today. To meet the many challenges the Portland community must create a new plan now to guide investment and development. This will ensure that the Central City fulfills its important role in supporting the city and metropolitan region over the next two decades.

To address these challenges, the Project will be a new long-range plan intended to guide public and private investment and development in the Central City for 25 years, produce new guiding policies, and update land use, transportation and urban design plans.

The work on the Project has been funded by the General Fund and PDC for Fiscal Years 2007-2011, will continue to be funded by the General Fund and PDC through Fiscal Year 2013 and General Fund through 2014.

This Agreement is a continuation of a previous agreement for the Central Portland Plan, IGA 507034/Contract #53056 and IGA510015. Products produced with this Agreement include the Central City 2035 Concept Plan including North/Northeast, Northwest, Southwest and Southeast Quadrant Plans, research and technical support of the

Education District Urban Renewal Study, Rose Quarter District Plan, partnership with ODOT to recommend improvements for I-5 Freeway through Northeast Portland, examination of concepts for I-405 Freeway in south end of downtown Portland, partnership with Metro and Tri-Met on SW Barbour, and various PDC projects within Central City urban renewal areas.

B. Summary of Work and Budget

1. The Project will produce new guiding policies, updated land use and urban design plans and more detailed sub-area plans for specific Central City districts. It will cover the area currently included in the Central City as well as a few areas on the periphery of the Central City, the development of which could affect or be impacted by the development of the Central City. The Project will be completed in two major phases.

Phase I - Concept Plan Development:

Phase I produces a Concept Plan for the entire Central City that will be the foundation for the rest of the Plan. The Concept Plan will define the following:

- The desired overall direction for development in the Central City - including the role of the Central City in the region and its importance for the rest of the city.
- A new framework of guiding policies, general land use and urban design diagrams, major investments, and areas of expected change.
- The role and expectations for the different districts that make up the Central City.

Phase II - Plan Implementation

Quadrant Plans: The Project will look at the sub-districts of the Central City in more detail to refine and identify specific ways to implement the Concept Plans. These more detailed plans will address land use, urban design, transportation, public investments and private development entitlements.

Specific plans will be developed for each of four Central City sub-districts. Each of these Quadrant Plans will take 12 to 18 months with up to two plans under way at any given time.

The N/NE Quadrant has been the first of these plans. It includes Lower Albina, Rose Quarter, Convention Center and Lloyd District. The NE Quadrant Plan will incorporate emerging new plans for a redeveloped Rose Quarter. It will be undertaken simultaneously with an ODOT-led process to identify improvements to the I-5 freeway from the Fremont Bridge to I-84. The scope for the next Quadrant Plan will also be delivered in Fiscal Year 2010-11. The second Quadrant Plan, currently expected to be the Northwest or Southwest Quadrants, will commence in Fiscal Year 2012-13.

Central City-wide issues: Phase II also will develop recommendations on a number of regulatory issues, identified as part of Phase I, that apply to the entire Central City and related plans and policies: The Project includes work on two major plans affecting the **Central City - the River Plan: Central Reach and the Central City Transportation Management Plan (CCTMP).**

2. The following is a summary of the budget:

BPS Amount FY 2011-12										
BPS Amount FY 2011-12			CES	DTWF	IC	NMAC	OCC	RD	SPB	
		\$ 230,000								
CC2035	45%	\$ 103,500	\$ 29,962	\$ 10,276	\$ 7,732	\$ 15,301	\$ 17,908	\$ 15,434	\$ 6,888	\$ 103,500
NNEQ	43%	\$ 98,900	\$ -	\$ -	\$ 31,423	\$ -	\$ 67,477	\$ -	\$ -	\$ 98,900
SEQ	2%	\$ 4,600	\$ 4,408	\$ -	\$ -	\$ -	\$ 192	\$ -	\$ -	\$ 4,600
NWQ	3%	\$ 6,900	\$ -	\$ 1,905	\$ -	\$ -	\$ -	\$ 4,995	\$ -	\$ 6,900
SWQ	7%	\$ 16,100	\$ -	\$ 2,789	\$ -	\$ 8,595	\$ -	\$ 847	\$ 3,869	\$ 16,100
Total	100%	\$ 230,000	\$ 34,370	\$ 14,969	\$ 39,155	\$ 23,896	\$ 85,577	\$ 21,276	\$ 10,757	\$ 230,000
PBOT Amount FY 2011-12			CES	DTWF	IC	NMAC	OCC	RD	SPB	
		\$ 110,000								
CC2035	31%	\$ 34,204	\$ 9,902	\$ 3,396	\$ 2,555	\$ 5,057	\$ 5,918	\$ 5,100	\$ 2,276	\$ 34,204
NNEQ	62%	\$ 68,100	\$ -	\$ -	\$ 21,637	\$ -	\$ 46,463	\$ -	\$ -	\$ 68,100
SEQ	2%	\$ 1,710	\$ 1,639	\$ -	\$ -	\$ -	\$ 71	\$ -	\$ -	\$ 1,710
NWQ	2%	\$ 1,710	\$ -	\$ 472	\$ -	\$ -	\$ -	\$ 1,238	\$ -	\$ 1,710
SWQ	4%	\$ 4,276	\$ -	\$ 741	\$ -	\$ 2,282	\$ -	\$ 225	\$ 1,027	\$ 4,276
Total	100%	\$ 110,000	\$ 11,540	\$ 4,609	\$ 24,192	\$ 7,339	\$ 52,452	\$ 6,564	\$ 3,304	\$ 110,000
BPS Amount FY 2012-13			CES	DTWF	IC	NMAC	OCC	RD	SPB	
		\$ 470,000								
CC2035	14%	\$ 65,800	\$ 19,048	\$ 6,533	\$ 4,916	\$ 9,728	\$ 11,385	\$ 9,812	\$ 4,379	\$ 65,800
NNEQ	14%	\$ 65,800	\$ -	\$ -	\$ 20,906	\$ -	\$ 44,894	\$ -	\$ -	\$ 65,800
SEQ	2%	\$ 9,400	\$ 9,008	\$ -	\$ -	\$ -	\$ 392	\$ -	\$ -	\$ 9,400
NWQ	35%	\$ 164,500	\$ -	\$ 45,416	\$ -	\$ -	\$ -	\$ 119,084	\$ -	\$ 164,500
SWQ	35%	\$ 164,500	\$ -	\$ 28,493	\$ -	\$ 87,815	\$ -	\$ 8,659	\$ 39,533	\$ 164,500
Total	100%	\$ 470,000	\$ 28,056	\$ 80,442	\$ 25,822	\$ 97,543	\$ 56,671	\$ 137,554	\$ 43,912	\$ 470,000
PBOT Amount FY 2012-13			CES	DTWF	IC	NMAC	OCC	RD	SPB	
		\$ 90,000								
CC2035	14%	\$ 12,600	\$ 3,648	\$ 1,251	\$ 941	\$ 1,863	\$ 2,180	\$ 1,879	\$ 839	\$ 12,600
NNEQ	14%	\$ 12,600	\$ -	\$ -	\$ 4,003	\$ -	\$ 8,597	\$ -	\$ -	\$ 12,600
SEQ	2%	\$ 1,800	\$ 1,725	\$ -	\$ -	\$ -	\$ 75	\$ -	\$ -	\$ 1,800
NWQ	35%	\$ 31,500	\$ -	\$ 8,697	\$ -	\$ -	\$ -	\$ 22,803	\$ -	\$ 31,500
SWQ	35%	\$ 31,500	\$ -	\$ 5,456	\$ -	\$ 16,816	\$ -	\$ 1,658	\$ 7,570	\$ 31,500
Total	100%	\$ 90,000	\$ 5,372	\$ 15,404	\$ 4,945	\$ 18,678	\$ 10,852	\$ 26,340	\$ 8,409	\$ 90,000
URA			CES	DTWF	IC	NMAC	OCC	RD	SPB	Totals
FY 2011-12			\$ 45,910	\$ 19,578	\$ 63,347	\$ 31,235	\$ 138,029	\$ 27,840	\$ 14,061	\$ 340,000
FY 2012-13			\$ 33,428	\$ 95,846	\$ 30,767	\$ 116,221	\$ 67,522	\$ 163,895	\$ 52,320	\$ 560,000
Total for IGA			\$ 79,339	\$ 115,424	\$ 94,114	\$ 147,456	\$ 205,551	\$ 191,734	\$ 66,382	\$ 900,000

3. A detailed description of the scope of work and the budget is set forth in Exhibit A-1 (the “Scope of Work and Budget”) to this Agreement. The tasks, activities, and deliverables described in this Section B and detailed in the Scope of Work and Budget shall be referred to in this Agreement as the “Work”.

4.

II. CONTRACT MANAGEMENT

B. The party for whom the Work is being performed, and which will be compensating the other party for performing the Work, shall be referred to in this

Agreement as the “Funding Agency”. PDC shall be referred to herein as the Funding Agency.

C. The party performing the Work for the Funding Agency shall be referred to in this Agreement as the “Performing Agency.” BPS or PBOT shall each be referred to herein as the Performing Agency.

D. Funding Agency.

1. Contract Signatory. The Funding Agency Contract Signatory shall be Patrick Quinton, or such other person as designated in writing by the Funding Agency Director (the "Funding Agency Contract Signatory"). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.

2. Contract Manager. The Funding Agency Contract Manager shall be Melissa Nelson (the “Funding Agency Contract Manager”). The Funding Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

E. Performing Agency.

1. Contract Signatory. The Performing Agency Contract Signatory shall be Susan Anderson for BPS and Tom Miller for PBOT, or such other person as designated in writing by each respective Director (the "Performing Agency Contract Signatory"). The Performing Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.

2. Contract Manager. The Performing Agency Contract Manager shall be Jessica Yang for BPS and Kathryn Levine for PBOT (each, the “Performing Agency Contract Manager”). Each Performing Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

F. Management Staffing.

1. A project manager shall be designated by the Performing Agency (the "Performing Agency Project Manager"), and a project manager shall be designated by the Funding Agency (the "Funding Agency Project Manager") to carry out the responsibilities designated in this Agreement.

a) The Funding Agency Project Manager shall be Peter Englander, or such other person as designated in writing by Lew Bowers.

b) The Performing Agency Project Manager shall be Joe Zehnder for BPS, Paul Smith for PBOT, or such other persons as designated in writing by Susan Anderson for BPS and Tom Miller for PBOT and approved by the Funding Agency Project Manager.

2. If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, then the respective contract manager shall designate a replacement project manager. If

a replacement project manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities designated in this Agreement.

3. The Funding Agency Project Manager and the Performing Agency Project Managers will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either PDC or PBOT desires to replace a project manager, or other key staff identified in section II.F. or section II.G. of this Agreement, the party's contract manager shall notify the other contract manager in writing, and if required, they will meet to discuss and agree on any necessary adjustments to provide adequate time to make such change.

G. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for performance of the Work. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform the Work, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel to perform the Work.

BPS:

1	Joe Zehnder	Principal Planner
2	Steve Iwata	Supervising Planner-Project Manager
3	Troy Doss	Senior Planner
4	Karl Lisle	Senior Planner
5	Nicholas Starin	City Planner II
6	Stephanie Beckman	Senior Planner
7	Shannon Buono	City Planner II
8	Elisa Hamblin	Associate Planner
9	Diane Hale	Associate Planner
10	Mark Raggett	Senior Planner Urban Design
11	Lora Lillard	CP II urban design
12	Leslie Lum	Community Outreach and Information Assistant
13	Interns: Temporary	CSAII- one to three positions

PBOT

1	John Gillam	Supervising Planner (Transportation)
2	Mauricio Leclerc	Senior City Planner (Transportation)
3	Ning Zhou	Senior City Planner (Transportation Modeling)
4	Grant Morehead	City Planner II (Transportation)
5	Lewis Wardrip	Traffic Design Section Manager
6	Varies	Community Service Aide

H. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the Work.

1	Lew Bowers	Central City Division Manager
2	Peter Englander	Central City Manager
3	Lisa Abuaf	Central City Manager
4	Steven Shain	Central City Manager
5	Irene Bowers	Senior Project/Program Coordinator
6	Kevin Brake	Senior Project/Program Coordinator
7	Eric Jacobson	Senior Project/Program Coordinator
8	Sarah Harpole	Senior Project/Program Coordinator
9	Trang Lam	Senior Project/Program Coordinator
10	Geraldine Moyle	Senior Project/Program Coordinator
11	Katharine Krajnak	Project/Program Coordinator
12	Connie Kroker	Senior Administrative Assistant

I. Approvals.

1. No work shall be performed and no funds shall be obligated until this Agreement is executed.

2. The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

J. Project Management.

1. The Funding Agency Project Manager and the Performing Agency Project Managers will meet monthly at a minimum to remain up-to-date on the Project progress, will participate in consultant selection, will review all progress reports and invoices, and participate in management team meetings as needed. The Performing Agency Project Managers will manage the day-to-day aspects of the Project, oversee the work of all BPS staff, PBOT staff and any consultants, review and approve any consultant invoices, and be the City's primary public contact for questions regarding the Project.
2. The Performing Agency Project Managers will utilize standard methods of project management, budgeting, scheduling, filing, and record keeping on the Project.
3. Project Status Reports are required to be submitted beginning within 90 days after the Effective Date of this Agreement and thereafter at a frequency of bi-annually. A template report shall be discussed and agreed to as part of the Project's kickoff meeting.

K. Public Involvement.

1. Where projects require public involvement, BPS, PBOT and PDC will collaborate on design of the public involvement plan that is endorsed by all project managers.
2. BPS, PBOT and PDC will keep each other informed of written material (e.g., news releases, brochures, news letters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.
3. Each project manager will inform the other project managers of inquiry from a media or press representative and make reasonable efforts to consult with the other project managers prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.

L. Meeting Participation. Each project manager will invite the others to attend all regular or significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project.

M. Work Product. The Funding Agency Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.

N. Subcontractors. A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Work.

1. The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors will be approved by the Funding Agency Project Manager

2. The Performing Agency and/or any approved subcontractors are not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

O. Regional Arts & Culture Council (RACC) – Percent for Art Program. City Code Section 5.74 sets the policy of the City of Portland to dedicate two percent of the total Eligible Costs, as defined by Code, or two percent of the total Eligible Funds, as defined by Code, of all Improvement Projects, as defined by Code, (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, de-accessioning, community education, documentation and registration of Public Art.

This Agreement does not have Eligible Costs for the Percent for Art Program, as described in City Code Section 5.74.020.

P. Business and Workforce Equity

PDC's Business and Workforce Equity Policy does not apply to the Project as there are no hard construction costs.

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A.** The Funding Agency shall pay BPS a sum not to exceed **TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000) in FY 2011-12 and FOUR HUNDRED SEVENTY THOUSAND (\$470,000) in FY 2012-13** and PBOT a sum not to exceed **ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000) in FY 2011-12 and NINETY THOUSAND DOLLARS (\$90,000) in FY 2012-13** for accomplishment of the Work, subject to budget authorization by the Funding Agency. Unused funds from one fiscal year can be used the following fiscal year.
- B.** Funding for the Project will be provided by the following urban renewal areas ("URA"): Downtown Waterfront URA, North Macadam URA, River District URA, South Park Blocks URA, Oregon Convention Center URA, Central Eastside URA, and Interstate Corridor URA. The amount of funding provided by each URA is detailed in Section I (B) (2) above.
- C.** The full amount of funds *is not* authorized in the current fiscal year's budget. If the Project funding spans multiple fiscal years, PDC will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the current fiscal year's budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Portland Development Commission Five-Year Budget Forecast, PDC staff agree to recommend to the PDC Budget Workgroup that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.

- D.** PDC funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.
- E.** The Performing Agency may seek reimbursement from the Funding Agency for the following costs, subject to the expenditure of these funds for performance of the Work and within the authorized budget. In certain circumstances, such as advance payment to RACC, the Funding Agency Project Manager may authorize a prepayment of future expense obligations.
1. Direct Costs
 - a) Personal Services. Covers reimbursement for direct wages paid to personnel engaged in performance of the Work.
 - b) Materials & Services. Covers actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and PBOT or PDC support staff personal services where the expenditure is for performance of the Work and within the authorized budget.
 - c) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.
 2. The Funding Agency Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditures described in the Scope of Work and Budget. The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, the Funding Agency shall not be obligated to make payments for costs that exceed the authorized budget.
- F.** Expense Costs. Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this Agreement unless mutually agreed to in advance.
- G.** Change Management Controlled by Performing Agency. “Change management” is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Scope of Work and Budget. It is required that funds for change management be identified in the Scope of Work and Budget. These funds are intended to be used to accommodate such changes within the specific task or fiscal year. The funds shall be managed by the Performing Agency, which shall notify the project manager and contract manager of the Funding Agency in writing of their use.
- H.** Contingency Controlled by Funding Agency. It is required that an amount for project contingency be identified in the Scope of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in

Section V. B. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.

IV. BILLING AND PAYMENT PROCEDURE

- A.** The Performing Agencies shall each submit to the Funding Agency Project Manager a separate itemized billing for work performed as described in the Scope of Work and Budget for review and approval at least quarterly.
1. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
 2. Final billings upon termination or early termination of this Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
- B.** Each billing shall include a Billing Detail Report in a format created and/or approved by the Funding Agency. At a minimum, each billing shall include:
1. a description of the nature and cost of work accomplished;
 2. the names, rates and hours worked of personnel;
 3. disbursements to consultants, contractors and outside vendors for materials and services; and
 4. any other specific detail or documentation as desired by the Funding Agency Contract Manager, which can be reasonably provided by the Performing Agency.
- C.** If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agencies will proceed to process payment for items not in dispute.

V. GENERAL

A. Termination.

1. The Termination Date of this Agreement is September 30, 2013.
2. Early Termination of Agreement.
 - a) This Agreement may be terminated at any time by mutual written consent.
 - b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
 - c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agencies and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A “significant” impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:

- a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
- b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project’s scope, schedule and budget.
- c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section V. B. 2.

2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.

- a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in Section II.
- b) If the conflict cannot be resolved by the project managers, or involves one of the project managers, then the conflict should be elevated to the contract managers specified in Section II for discussion and resolution.
- c) Any conflicts not resolved by the contract managers shall be elevated to the contract signatories for discussion and resolution.

C. Compliance with Laws. In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

D. Indemnification.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, City agrees to indemnify, hold harmless and defend, PDC, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PDC agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of PDC, its directors, employees or agents under this Agreement.

E. Subcontracting. Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the Funding Agency Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agencies to perform the Work under the Agreement, and its failure to notify the Performing Agencies in writing of denial of authorization within 10 business days after the Funding Agency Project Manager's receipt of a written request for authorization from the Performing Agencies shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agencies shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agencies as specified in this Agreement. Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agencies shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agencies shall have the sole authority to direct the work of any authorized and approved subcontractors.

F. Ownership of Work Product.

Ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials produced in connection with this Agreement (the "Work Product") will be handled as described below. Ownership of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products. Notwithstanding anything to the contrary contained herein, the parties acknowledge that section 17.24.085 of the City Code may require that all or part of the Work Product will become the property of the City and be transferred to the City Engineer upon completion of the Project.

1. Except as described in paragraph 2 below, the Performing Agencies shall own all Work Product.
2. If the parties determine that the Performing Agencies are unable or unwilling to complete the Project, and the Funding Agency determines that a transfer of ownership of the Work Product is necessary in order to effect completion of the Project, upon the Funding Agencies' written request the Performing Agencies shall assign ownership of the Work Product to the Funding Agency.
3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

G. Delivery / Maintenance of Records. The Performing Agencies shall maintain records on a current basis to support its billings to the Funding Agency. The Funding Agency or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Performing Agencies regarding its billings or its work hereunder, for a period of three years after completion or termination of this Agreement.

H. Funding Acknowledgement / Signage.

1. Any oral reports made to stakeholder groups, neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between BPS, PBOT and the Portland Development Commission and, if appropriate, financed by the Portland Development Commission.

VI. Amendments

1. Except as otherwise provided for in this Agreement, BPS, PBOT or PDC may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Scope of Work and Budget:
 - a) Changes to the Scope of Work and Budget, including changes to scope, schedule, and budget identified in Section I, which do not increase the total compensation under this Agreement, may be made upon written agreement by the project managers identified in Section II of this Agreement.
 - b) Changes will not take effect or be binding on any party until agreed to in writing.

VII. Merger Clause

This Agreement contains the entire agreement between PDC and PBOT. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

[Signature page to follow]

IN WITNESS WHEREOF, PBOT and PDC have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

CITY OF PORTLAND

Tom Miller, Director, Portland Bureau
of Transportation
(Executed under authority delegated by
Ordinance No. 181631, passed by
Council February 27, 2008, and
amended by Ordinance No. 183429,
passed by Council on January 6, 2010.)

Susan Anderson, Director, Portland
Bureau of Planning & Sustainability
(Executed under authority delegated by
Ordinance No. 181383, passed by
Council on October 31, 2007, amended
Ordinance No. 181358 passed by
Council on October 17, 2007, and
amended by Ordinance No. 183661,
passed by Council on April 7, 2010

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

City Auditor

Date

PORTLAND DEVELOPMENT COMMISSION

Patrick Quinton, Executive Director

Date

APPROVED AS TO FORM:

Legal Counsel

EXHIBIT A-1
Scope of Work

OVERVIEW PROJECT GOAL-TIMELINE AND PRODUCTS:

Goal: CC2035 is to develop a new 25-year land use plan for Central City that guides future public and private investment. The CC2035 Plan will be adopted as part of Portland's Comprehensive Plan, and will also include four Quadrant Plans that will update the eight Central City District Plans. Coordinate the planning process with PBOT for assistance in updating zoning code.

A. Roles and Responsibilities

1. The Bureau of Planning and Sustainability (BPS) will be the project manager for CC2035 and the Quadrant Plans. The following are the BPS responsibilities:
 - a Project management for CC2035 and the Quadrant Plans.
 - b Community involvement to engage community stakeholders and members in the planning process.
 - c Communication for publicizing information about the projects, notifications of public involvement opportunities, and displaying information on the Internet.
 - d Coordination with city bureaus and regional agencies on the development of CC2035 and Quadrant Plans.
2. The Portland Bureau of Transportation (PBOT), Transportation Planning Division (TRP) will provide the following transportation planning services:
 - a Integrate CC2035 and Quadrant Plan transportation and parking elements with future amendments to Portland's Transportation System Plan (TSP).
 - b Coordinate with other PBOT central city projects.

B. Timeline: CC2035 is a multi-year planning process and targeted for completion by 2014.

1. CC2035 Concept Plan
 - a The Concept Plan will provide the overall framework for guiding the development of the CC2035 Plan and Quadrant Plan. It will consist of the following elements:
 - i) Planning Goals and Guidelines
 - ii) Urban Design Concept
 - iii) Quadrant and District Directions
 - iv) Implementation Strategies-zoning code, financial tools and strategies, and plan review
 - b Schedule
 - i) Final Concept Plan-June 2012
 - ii) Public Review and Adoption-Summer 2012
2. Quadrant Plans-complete updated Districts Plans for the currently adopted eight Central City Districts: N/NE Quadrant Plan (Lower Albina and Lloyd) NW Quadrant Plan (River District), SW Quadrant Plan (Downtown, University, Goose Hollow and South Waterfront), and SE Quadrant Plan (Central Eastside).
 - a North/Northeast Quadrant Plan: completion by June-September 2012
 - b Southwest Quadrant Plan-Summer 2012-Summer 2013
 - c Northwest Quadrant Plan: Summer 2012-Fall 2013
 - d Southeast Quadrant Plan: Fall 2013-Fall 2014
 - e Final CC2035 Plan and Comprehensive Plan amendments:

- i) CC2035 Plan
- ii) Central City Districts Plans
- iii) Zoning Code Amendments
- iv) Comprehensive Plan Amendments
- v) Transportation Planning Rule Findings
- f Schedule
 - i) Final Draft Plan: Fall 2014
 - ii) Public Review and Adoption: Winter-Spring 2015

C. Products:

1. CC2035 Plan, including Quadrant/District Plans, and River Plan/Central Reach
- 2.
3. Amendments to Zoning Code

CENTRAL CITY 2035 CONCEPT PLAN

A. OVERVIEW:

1. The CC2035 Concept Plan will establish a new policy framework (goals, policies and actions) for the Central City and include land use and urban design maps.
 - a The CC2035 Concept Plan will guide the creation of quadrant level implementation plans consistent with the Concept Plan, and will include additional policies, objectives and maps tailored to the specifics of each individual quadrant.
 - b The CC2035 Concept Plan will guide future changes to implementation measures, such as the zoning code and public investment.

2. Community Involvement

- a Advisory Group:
 - i) The Central City Advisory Group (CCAG) was established in May 2010 to advise the City of Portland (City) in providing overall direction and guidance in the development of CC2035 Concept Plan. CCAG's last meeting was on June 7, 2011.
 - ii) The CC2035 Policy Steering Committee (CCPSC) was established to provide review, deliberate and approve the goals, policies, and objectives for the CC2035 Concept Plan. The previous CCAG was reorganized to the CCPSC and will meet starting November 2011.
 - iii) Tasks- BPS staff will:
 - (1) Schedule CCPSC meetings to develop the CC2025 Concept Plan.
 - (2) Facilitate the CCPSC meetings; prepare agendas, written committee materials, and meeting notes.
 - (3) Provide public notices of CCPSC meetings and opportunities for public comments.
- b Website:

- i) BPS will maintain a CC2035 website that will provide information on CC2035; access to reports; CCAG and CCPSC meeting agendas, minutes, committee materials; and information on future community events.
 - ii) BPS will maintain a CC2035 website that will provide information on the North/Northeast Quadrant and I-5/ Broadway-Weidler Project; access to reports; NNEQ Stakeholder Advisory Committee (SAC) meeting agenda, minutes, committee materials; and information on future community events.
 - iii) BPS will develop websites for each CC2035 Quadrant Plan projects as needed.
- c Community Involvement: BPS developed a Community Involvement Strategy for the Phase I 2035 Concept Plan (Completed: August 2010).

For FY2011-2012, the following are public outreach tasks.

- i) BPS staff will provide for community involvement opportunities, such as open houses and other community events as needed, to provide public input into the development of the CC2035 Concept Plan.
 - ii) BPS staff will meet with neighborhoods, businesses, and other organizations during the finalizing of the CC2035 Concept Plan.
 - iii) BPS staff will inform the Planning & Sustainability Commission, Design Commission, Landmarks Commission and the Portland Development Commission during the planning process.
3. FY 2010-2011 Tasks and Accomplishments: CC2035 Concept Plan:
- a Tasks: Introduction & Issue Identification
 - i) Information on existing conditions, emerging trends, challenges, and opportunities facing Central City.
 - ii) Introduction to policy themes.
 - iii) Issues Identification
 - iv) Tasks completed-Fall 2010
 - b Tasks: CC2035 Concept Plan: Exploration of Themes & Setting Direction through focused symposiums:
 - i) The Central City Symposium Series became an important component of development of the CC 2035 Concept Plan to obtain broad input in the following areas: Housing and Community Development, River, Mobility, Economic Vitality, Public Safety, Civic and Cultural Life, Urban Design and Historic Resources
 - ii) Symposium Series completed June 2011

B. FY 2011 - 2012 CC2035 CONCEPT PLAN

- 1. Objectives:
 - a Prepare a CC2035 Concept Plan for review by the Planning and Sustainability Commission and City Council.
 - b. Incorporate River Plan/Central Reach elements
 - c. Incorporate transportation planning elements into the CC2035.
- 2. The following are the tasks for the CCPSC to develop the CC2035 Concept Plan:

- a. Project overview, concept plan schedule, and summary of results of symposiums.
 - b. Plan development, review and refinement.
 - c. Complete Proposed CC2035 Concept Plan.
 - d. Endorse Proposed Concept Plan.
 - e. Target for completion: June 2012
3. PBOT will provide the following services for the development of the CC2035 Concept.
- a Assist in development of the plan.
 - b Develop Transportation Framework policy, including goals, objectives and action items.
 - c Coordination with ongoing Central City projects.
 - d Assist in the public review and adoption CC2035 Concept Plan.
4. Public review of recommended CC2035 Concept Plan:
- a Public Review and comment opportunities.
 - b Design Commission Briefing
 - c Landmarks Commission Briefing
 - d Portland Development Commission Briefing
 - e Planning & Sustainability Commission Public Hearing and Action
 - f City Council Public Hearing and Action
 - g Schedule: June to September 2012

C. FY2012-2013 CC2035 Concept Plan

1. Portland Plan and Comprehensive Plan Coordination
 - a Coordinate with the Portland Plan and Comprehensive Plan
 - b Identify areas of refinement with Portland Plan and Comprehensive Plan.
2. Prepare framework for development code update to occur with the Southwest and Northwest Quadrant planning process.
 - a Prepare an overall framework for updating the development codes for the Central City.
 - i) Base Zones
 - ii) Central City Master Plan
 - iii) Parking
 - iv) Greenway
 - v) Bonuses and Transfers
 - vi) Height and Floor Area Ratios
 - vii) Ground floor requirements
 - viii) Views
 - ix) Design Guidelines
 - x) Overlay Zones
 - xi) Transportation Planning Rule requirements
 - b PBOT's TRP Division will be responsible for tasks on Parking and the Transportation Planning Rule.

The CC2035 Plan will include four Quadrant Plans to update the eight adopted Central City Districts Plans and Policies and is anticipated to be completed at the end of FY 2014. The Quadrant Plans will proceed in the following order:

- North/Northeast Quadrant (N/NEQ): Lloyd District including Rose Quarter Subdistrict and Lower Albina District,
- Southwest Quadrant (SWQ): Downtown District, Goose Hollow District, and South Waterfront District,
- Northwest Quadrant (NWQ): River District, and
- Southeast Quadrant (SEQ): Central Eastside District.

Each Quadrant Plan may include analysis of identified study areas beyond, but directly adjacent to, the Central City. See Attached map for CC2035 quadrants and study areas.

I: North/Northeast Quadrant Plan

- A.** N/NEQ planning includes partnership with ODOT to collaborate on the I-5: Broadway-Weidler Interchange Project and coordination and staff assistance with PDC on the following projects:
1. Rose Quarter Development Project
 2. N/NE Economic Development Initiative
 3. OCC Urban Renewal Area
 4. Lloyd EcoDistrict/District Energy
- B.** Project Purpose: Agreement with ODOT, PBOT and BPS on the Project Outcomes
1. Integrate a land use and urban design framework with freeway improvements designed to address safety, access, mobility, local multi-modal connectivity, surrounding development opportunity and preservation of existing private property usage.
 2. Address the interface of land use and transportation (e.g. principles for addressing the adequacy of services.)
 3. Involve community members and area property owners throughout to develop an integrated land use and urban design framework and recommendations for the I-5: Broadway/Wielder Interchange.
 4. Seek agreement on principles and feasible tools for avoiding further degradation of the I-5: Broadway/Wielder interchange performance and considering the Central City's regional role, high density urban form, and land use aspirations for the N/NEQ
 5. Finalize planning level agreements for improvements to, and around the I-5: Broadway/Weidler Interchange.
- C.** Portland Bureau of Transportation: Transportation Planning Division's role and responsibilities in the N/NEQ process are to assist in development of the plan and overall project management and coordination. The following are the tasks and responsibilities:
1. Assist in the development of background reports and issue identification.
 2. Analyze land use concept alternatives and provide transportation findings for Transportation Planning Rule (TPR) compliance.

3. Develop an urban design transportation concept that identifies street typologies and street hierarchy.
4. Develop the Quadrant Plan's transportation policies and action items.
5. Identify targeted Transportation System Plan (TSP) street classification changes and new projects.

D. Tasks-Completed in FY 2010-2011

1. Project Startup, Existing Conditions and Issue/Opportunities/Constraints
 - a Project Startup
 - i) Formed N/NEQ Stakeholder Advisory Committee (SAC),
 - ii) Finalized Public Involvement Plan,
 - iii) Formed N/NE Quadrant Technical Advisory Committee, and
 - iv) Formed ODOT's Technical Work Group.
 2. Background and Existing Conditions
 - a BPS prepared Background and Existing conditions report, including land use, urban design, historical resources, and environmental resource information.
 - b PBOT prepared transportation Background and Existing Conditions information, including traffic, pedestrian and bicycle counts, crash information, pavement and structure conditions.
 - c Coordinated with ODOT on I-5 Freeway Background and Existing Conditions information.
 - d Conducted community walks to discuss existing conditions.
 - e Issues, Opportunities and Constraints
 - i) Prepared Land Use and Urban Design Issues, Opportunities and Constraints Report
 - ii) Prepared Transportation Issues, Opportunities and Constraints Report
 3. Concept Alternatives
 - a Developed alternative land use and urban design concepts
 - i) Conducted Land Use/Urban Design/Local Transportation Charrette
 - ii) Developed Three Quadrant Concepts: 1) Residential Focus, 2) Employment Focus, and 3) Blend; and identified subarea issues.
 - b Developed alternative I-5 Freeway design concepts
 - i) Conducted Freeway Charrette that identified over 70 design elements.
 - ii) Consolidated Freeway Design Elements into Thirteen Alternative Concepts.
 - c Prepared and conducted Public Open House on concept alternatives.

C. FY2011-2012 Tasks and Scope:

1. Concept Alternatives Analysis and Select Recommended Concepts (June 2011-August 2011):
 - a Public Review of Quadrant Concepts:
 - i) Develop Land Use/Urban Design/Local Transportation Workbook for public review and comments-Completed June 2011

- ii) Develop online community survey for comments on quadrant and subarea issues.
 - iii) Organize and attend meetings with neighborhood /business organizations, property owners and other community groups.
 - b Planning level analysis of alternative freeway/interchange concepts with ODOT and their Consultant Team to narrow concept alternatives. June to August 2011.
 - i) Prepare Screening Criteria to review and narrow option for detail technical studies. June to August 2011.
 - ii) Public review of Quadrant Concepts and Freeway Concepts, including SAC, Subcommittees, Open House, and meetings with property owners, neighborhood and business organizations and other community groups.
 - c Approval of smaller set of Quadrant Concepts and Freeway Concepts for further evaluation. August 2011.
- 2. Preferred Quadrant Plan Concept: August 2011 to March 2012
 - a Evaluation of Quadrant Plan and Freeway Concepts: August 2011 to December 2011.
 - i) Land Use analysis of existing and future conditions.
 - ii) Urban design and urban form analysis of Quadrant Concepts.
 - b Prepare 70% Draft Concept Recommendation-September 2011
 - i) Identify quadrant concept recommendations
 - ii) Develop Street and Development Character Concept Report
 - iii) Coordinate and integrate of Rose Quarter Sub-District Plan.
 - iv) Identify remaining issue areas.
 - (1) Analysis of remaining issues.
 - (2) Evaluate Quadrant Recommendation with the remaining Freeway Concepts.
 - v) Review of Quadrant Recommendations;
 - (1) Land Use Subcommittee
 - (2) NNEQ SAC
 - c. Evaluation of Freeway Concepts
 - i) BPS and PBOT staff will collaborate with ODOT and their consultant team to complete planning level engineering level and environmental analyses of the Freeway Concepts.
 - ii) ODOT will be the lead agency for this work.
 - (1) Civil engineering analysis
 - (2) Traffic engineering analysis
 - (3) Pre-NEPA environmental evaluation.
 - (4) Prepare analysis based on SAC approved Evaluation Criteria.
 - (5) Prepare Draft Freeway Concept Recommendations-October 2011
 - (6) Review of Quadrant Recommendations;
 - (7) Transportation Subcommittee

(8) NNEQ SAC

- d. Integration of Quadrant Plan Concepts and Freeway Concepts-October 2011 to March 2012
 - i) Prepare Recommended Quadrant Plan Concept and Freeway Concept.
 - (1) Evaluate the interrelationships between the recommended Quadrant Plan Concept and the remaining Freeway Concepts:
 - (2) Address N/NEQ SAC comments on Land use and development issues, urban design issues, and local transportation issues.
 - (3) Address SAC comments on I-5: Broadway-Weidler Interchange.
 - ii) Public review of Quadrant Recommendations;
 - (1) Neighborhood and business organizations.
 - (2) Public Event to solicit public comments on the recommendations.
 - (3) N/NEQ SAC Endorsement of the Quadrant and Freeway Concepts for next phase of Freeway Project Development.
3. Develop the North/Northeast Quadrant Land Use Final Plan-February to June 2012
 - a Develop goals, objectives, policies, actions, zoning actions, development standards, and design guidelines that should be incorporated into the final CC2035 Plan.
 - b Develop a Quadrant urban design framework.
 - c Develop a transportation plan, including demand management strategies, and inform changes to the CCTMP and TSP.
 - d Identify potential local transportation system infrastructure projects.
 - e Incorporate plans for a redeveloped Rose Quarter (conceptual plans completed and submitted to the larger N/NE Quadrant plan.)
 - f Consider actions and policies for the Vancouver/Williams study area
 - g Consider actions and policies for the NE Multnomah study area.
4. Develop the I-5: Broadway-Weidler Interchange Plan –February to June 2012
 - a ODOT will be the lead agency for this work.
 - b BPS and PBOT staff will collaborate with ODOT and their consultant team to prepare the DRAFT I-5: Broadway-Weidler Interchange Plan.
5. Public Review: February 2012 to May 2012
 - a N/NEQ SAC
 - b Subcommittees
 - c Neighborhood /Business Organizations and other community groups
 - d Property Owners
 - e Public Event for review and comments on the Recommended North/Northeast Quadrant and I-5: Broadway-Weidler Interchange Plans.
 - f Final Approval by SAC

D. FY 2012-2013 Tasks and Scope

1. Proposed Adoption : Summer 2012 to Fall 2012
 - a Review by PDC, Landmarks Commission, Design Commission

- b Public Hearing and Action to recommend adoption by Planning and Sustainability Commission
- c Public Hearing and Action by Portland City Council.

II: Southwest and Northwest Quadrant Plan

A. Objectives:

Develop a long-range integrated land use and transportation quadrant plan that meets the goals and objectives of the Central City 2035 Concept Plan, Portland Plan and regional goals and aspirations.

B. Southwest and Northwest Quadrant Plan Overview and Process Overview

1. BPS and PBOT will provide ongoing staff support and coordinate with PDC staff on the incorporation of the following into the Southwest and Northwest Quadrant Plan as more specifically detailed below in Section C (b):
 - a. PSU Education URA planning and project coordination
 - b. Portland State University Framework Plan
 - c. OHSU Facilities Plan
 - d. PSU and South Waterfront Eco-District Implementation
 - e. North Macadam Urban Renewal Area planning and project coordination
 - f. North Macadam Transportation Development Strategy
 - g. Harbor/Naito Concept Plan
 - h. River District Urban Renewal Area planning and project coordination
 - i. PBOT's Pearl District Access and Circulation Plan
 - j. Skidmore, Old Town, and Chinatown Historic District
 - k. Downtown Waterfront planning and project coordination
 - l. South Park Blocks planning and project coordination
 - m. Post Office Site
2. BPS Role and Responsibilities
 - a. Project management to guide the completion of the SW and NW Quadrant Plans.
 - b. Completion of tasks identified in the final work scope.
 - c. Public involvement to involve community members and stakeholders in the plan development process.
 - d. Coordination with city bureaus and regional agencies in the plan development process.
3. PBOT's role and responsibilities
 - a. Assist in development of the plan and overall project management and coordination.
 - b. Assist in development of background report and issue identification.
 - c. Analyze land use concept alternatives and provide transportation findings for Transportation Planning Rule (TPR) compliance.
 - d. Develop an urban design transportation concept that identifies street typologies and street hierarchy.
 - e. Develop quadrant plans' transportation policies and action items.

- f. Identify targeted TSP street classification changes and new projects.
- g. Coordination with ongoing planning efforts.
- h. End product is a street concept plan, transportation policy and action items, and recommended TSP changes, to be adopted by City Council with Planning and Sustainability Commission review.

C. FY2012-13 Objectives

1. Prepare Southwest and Northwest Quadrant Scope of Work
2. Project Startup
 - a Finalized Public Involvement Plan
 - b Form Joint Southwest and Northwest Quadrant Community Advisory Committee
 - c Form SW/NW Quadrant Technical Advisory Committee,
3. Southwest and Northwest Quadrant Land Use, Urban Design, and Transportation Framework
 - a Develop a Southwest and Northwest Quadrant Plan that updates the district plans for Downtown, Goose Hollow, River District, University District and South Waterfront.
 - i) Incorporate the Portland Plan
 - ii) Incorporate CC2035 Concept Plan
 - iii) Incorporate Development Code Framework identified in Central City Framework Concept Plan: Task C.2.a. on page 4.
 - iv) Evaluate any development frameworks that have been adopted or approved by PDC or City Council since the 1988 Plan.
 - b The Southwest and Northwest Quadrants consist of many subareas and the following is a preliminary list of the subareas that will be part of the quadrant plans with deliverables related to PDC initiatives as listed below incorporated into the Quadrants Concept Plan:
 - i) Portland State University – incorporation of appropriate aspects of PSU Master Framework Plan.
 - ii) Willamette Riverfront – consideration and adjustment at bridgeheads for higher density development
 - iii) Retail Core – incorporation of appropriate aspects of the Downtown Retail Strategy
 - iv) West End
 - v) Skidmore/Old Town and Japantown New Chinatown Historic Districts – consideration of OT/CT Entrepreneurship District and strategies to address impediments to development in Old Town/Chinatown neighborhood
 - vi) Yamhill Historic District
 - vii) South Auditorium –evaluate land use and transportation issues, including elements as needed to incorporate PSU Master Framework Plan
 - viii) North Macadam URA/River Place – consideration of Harbor Naito and other strategies to improve alternative transportation between PSU, North Macadam URA north and south Districts
 - ix) Cultural District

- x) Government Center
- xi) Pearl District-evaluate issues identified in the North Pearl Plan and the Pearl District and Access Plan.
- c Schedule
 - i) Project Kick-off: 1st Quarter FY2012-13
 - ii) Plan Development: 2nd Quarter FY2012-13 to 1st Quarter FY2013-2014.
 - iii) Plan Review and Adoption: 2nd to 3rd Quarter FY 2013-2014.

Task III: Southeast Quadrant Plan

A. FY2010-11 Objectives

1. BPS and PBOT will provide ongoing staff support and coordination with PDC staff on the following:
 - a Central Eastside Urban Renewal Area planning and project coordination, including
 - i) Burnside Bridgehead Project
 - ii) PDC Produce Row Entrepreneurship District
 - b Portland Streetcar Loop Project
 - c Portland-Milwaukie LRT Station Area Planning
2. Southeast Quadrant Plan
 - a Timeframe: 3rd Quarter FY 2013-2014 to 1st Quarter Fy2014-2015

CENTRAL CITY 2035 PLAN-Comprehensive Plan and Zoning Code Amendments

The final phase will include adoption of zoning code amendments as recommended by the CC2035 Plan and Central City Quadrant Plans.

A. Final Central City 2035 Plan

1. Timeframe: 2013
2. Finalize Goals, policies, objectives, and actions.
 - a Final CC2035 Plan goals, policies, objectives, and actions.
 - b Final CCTMP Plan goals, policies, objectives, and actions, by PBOT.
 - c Final River Plan/Central Reach goals, policies, objectives, and actions
2. Incorporate Quadrant Plans.
3. Incorporate recommended zoning code amendments.
4. Public Review and Hearings

RESOLUTION NO. 6937

RESOLUTION TITLE:

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF PLANNING AND SUSTAINABILITY AND THE CITY OF PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$900,000 FOR COMPLETION OF THE CENTRAL CITY 2035 PLAN


Adopted by the Portland Development Commission on June 13, 2012

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Acting Chair Charles Wilhoite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Aneshka Dickson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner John Mohlis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Steven Straus	<input checked="" 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 as duly recorded in the official minutes of the meeting.

	Date: July 3, 2012
Gina Wiedrick, Recording Secretary	