

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7392

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF TRANSPORTATION FOR THE SW 4TH AVENUE PROJECT IN THE NORTH MACADAM TAX INCREMENT FINANCE DISTRICT

WHEREAS, Prosper Portland is undertaking the North Macadam Urban Renewal Plan, adopted August 11, 1999, and subsequently amended (“Plan”);

WHEREAS, the Plan supports developing a transportation system which enhances mobility, livability, and multimodal transportation;

WHEREAS, the Portland City Council through Resolution 35395 approved the Central City in Motion Plan on November 15, 2018;

WHEREAS, the SW 4th Avenue Project (“Project”) is among the 18 projects included in the Central City in Motion Plan;

WHEREAS, the Project will improve connectivity, safety, and support economic development in the South Downtown/University subdistrict by reconstructing and repaving the roadway, and providing new signalized crossings, transit priority, and a protected bike lane between Interstate 405 and West Burnside Street;

WHEREAS, the estimated cost for design and construction of the Project is \$17,000,000, with more than \$5,000,000 of those costs associated with Project elements located within the North Macadam Tax Increment Finance District;

WHEREAS, this action by the Prosper Portland Board of Commissioners (“Board”) will authorize the Executive Director to execute an Intergovernmental Agreement (“IGA”) with the City of Portland Bureau of Transportation (“PBOT”) that will authorize a \$3,000,000 Prosper Portland investment in the Project, to contribute to more than \$5,000,000 in Project costs for Project elements located within the North Macadam TIF district; and

WHEREAS, in exchange for Prosper Portland’s investment in the Project, PBOT recommended to City Council the addition of \$5,000,000 in eligible project costs to the Transportation System Development Charge Capital Project List entitled Post Office Blocks Transportation Improvements, Phase 1, whose improvements include but are not limited to extending Park and Johnson streets through the Broadway Corridor redevelopment site and adding traffic signals at NW 9th Avenue and Everett Street and NW 9th Avenue and Glisan Street intersections located in the River District TIF District.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board authorizes the Executive Director to enter into an IGA, attached hereto as Exhibit A;

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

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

Adopted by the Prosper Portland Commission on August 12, 2020



Pam Feigenbutz, Recording Secretary

INTERGOVERNMENTAL AGREEMENT
Between
Prosper Portland
And
Portland Bureau of Transportation
for the SW 4th Avenue Project

This Intergovernmental Agreement (this “Agreement”), dated this _____ day of _____, 2020, (“Effective Date”) is made and entered into by and between the **City of Portland, Bureau of Transportation (“PBOT”)** and **Prosper Portland**.

RECITALS

1. Prosper Portland, 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 City public rights of way.
3. The SW 4th Avenue Fixing Our Streets project (the “Project”) will provide new signalized crossings, transit priority, and a protected bike lane, improving connectivity and safety and supporting economic development in Portland’s Central City, with particular benefits to the South Downtown/University subdistrict within the North Macadam Urban Renewal Area (“URA”).
4. The Project is included in the Central City in Motion plan adopted by City Council in November 2018.
5. PBOT has completed survey and conceptual design on the Project and is entering the 30 percent design stage.
6. Prosper Portland wishes to commit \$3,000,000 to PBOT for the completion of the design and construction of that portion of the Project within the North Macadam URA.
7. A cooperative partnership between Prosper Portland and PBOT is beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
8. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.
9. The Portland City Council (“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 Prosper Portland. The form of agreement used for this Agreement is substantially similar to the template that was approved by City Council through the last above referenced Ordinance.

10. This form of Agreement is intended for funding project phases, including, but not limited to: Project Design, Right-of-Way Acquisition, Construction and Construction Management and Engineering.

Now therefore, the parties agree as follows:

AGREEMENT

1. The Project

A. Background

In 2017 PBOT developed *the Central City in Motion Plan* via a public process to improve safety, access, and to facilitate job and residential growth in the City’s core. The extensive public engagement resulted in 18 recommended projects, with improvements to SW 4th Avenue included. In November of 2018, Portland City Council adopted the Central City in Motion plan and directed PBOT to seek funding for, design and construct the recommended improvements.

Among Central City in Motion plan goals:

- Prioritize safety. Our Central City transportation system should be designed to prioritize safety first and eliminate traffic-related fatalities and serious injuries (Vision Zero).
- Enable efficiency. Our Central City transportation system should enable the movement of people, goods, and services reliably and predictably.
- Promote equity. Our Central City transportation system should ensure affordable and convenient travel options for everyone, including people who want or need to travel without a car.
- Improve sustainability. Our Central City transportation system should help residents and businesses reduce carbon emissions and improve air quality (Portland’s Climate Action Plan).

The cost to design and construct the portion of the Project within North Macadam URA is estimated at \$5,699,124. PBOT has committed \$12,465,000 of Fixing Our Streets, Transportation System Development Charge (TSDC), and gas tax revenue (GTR) funds toward the overall project budget of \$17,065,000 but declining revenues and pressures on the citywide TSDC program have put opportunities to secure addition PBOT funding at risk. Prosper Portland’s commitment of \$3,000,000 in URA funds will serve as “last money in” to bolster the SW 4th Avenue project budget and take pressure off the citywide TSDC program.

B. Summary of Work and Budget

This agreement is intended to implement the design and construction of the SW 4th Avenue Fixing Our Streets project which will repair and improve SW 4th Avenue, reconstructing and repaving the roadway, providing new signalized

crossings, transit priority, and a protected bike lane, improving connectivity and safety and supporting economic development in Portland’s Central City, with particular benefits to the South Downtown / University subdistrict within the North Macadam Urban Renewal Area. Within the URA boundary, the scope includes pavement reconstruction, a new traffic signals at SW College, new ADA crossings, and the installation of a protected bike lane and a bus and turn lane, consistent with the adopted Central City in Motion plan.

The current schedule anticipates Project design to be completed between 3rd Quarter 2020 and 3rd Quarter 2021, and for construction to take place between 1st Quarter 2022 and 1st Quarter 2023.

2. CONTRACT MANAGEMENT

A. The party for whom the Work is being performed, and who will be compensating the other party for performing the Work, shall be referred to in this Agreement as the “Funding Agency”. *Prosper Portland* shall be referred to herein as the Funding Agency.

B. The party performing the Work for the Funding Agency shall be referred to in this Agreement as the “Performing Agency”. *PBOT* shall be referred to herein as the Performing Agency.

C. Funding Agency.

1. Contract Signatory. The Funding Agency Contract Signatory shall be *Kimberly Branam*, 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 *Eric Jacobson* (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.

D. Performing Agency.

1. Contract Signatory. The Performing Agency Contract Signatory shall be *Chris Warner* or such other person as designated in writing by the 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 *Dan Layden* (the “Performing Agency Contract Manager”). The 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.

E. 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 Eric Jacobson, or such other person as designated in writing by Lisa Abuaf.
 - b) The Performing Agency Project Manager shall be *Gabe Graff* or such other person as designated in writing by Dan Layden.
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 Contract Manager and the Performing Agency Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either Prosper Portland 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.
- 4.

F. 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.

G. Project Management.

1. The Performing Agency Project Manager will be responsible for coordination and management of the Design/Engineering of the project. Any changes to the Scope of Work and Budget for the project are to be reviewed by the Funding Agency Project Manager.
2. The Performing Agency Project Manager will coordinate needs with other bureaus and/or agencies as necessary to complete the Project;

3. The Performing Agency Project Manager will provide Project Status Report summaries in bi-weekly in-person meetings, or scheduled as agreed to by Performing Agency Project Manager and Funding Agency Project Manager.
4. Project Status Reports, including those that may be required in connection with the Business and Workforce Equity Policy, are required to be submitted beginning within 60 days after the Effective Date of this Agreement and thereafter on a monthly basis. A template report shall be discussed and agreed to as part of the Project's kickoff meeting. Project Status Reports are required to be submitted with each invoice describing work completed to date.

H. Public Involvement.

1. Where projects require public involvement, PBOT and Prosper Portland will collaborate on design of the public involvement plan that is endorsed by both project managers.
2. PBOT and Prosper Portland will keep each other informed of written material (e.g., news releases, brochures, newsletters, 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 manager of inquiry from a media or press representative and make reasonable efforts to consult with the other project manager 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.

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

J. 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.

K. 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 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.

L. 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.

1. This Agreement does have Eligible Costs for the Percent for Art Program, as described in City Code Section 5.74.020. This cost is budgeted at \$21,800.

M. Business and Workforce Equity.

PBOT shall comply with Prosper Portland’s Business Program and Workforce Equity Program Specifications and shall provide regular reporting to Prosper Portland on at least a quarterly basis.

3. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The Funding Agency shall pay the Performing Agency a sum not to exceed \$3,000,000 for accomplishment of the Work, subject to budget authorization by the Funding Agency. The Funding Agency has no obligation to provide any additional funding to the extent there are cost overruns, nor is the Funding Agency responsible for the Performing Agency’s administrative, overhead or monitoring costs.
- B. The funding is from the North Macadam Urban Renewal Area.
- C. Funds are authorized for FY 20-21. If the Project funding spans multiple fiscal years, Prosper Portland 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 FY 2020-21 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 Prosper Portland Five-Year Budget Forecast, Prosper Portland staff agrees to recommend to the Prosper Portland Board of Commissioners that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.

- D. Prosper Portland funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and (under a subsequent agreement) 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) Benefit Costs. Covers reimbursement for the fully loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.
 - c) Materials & Services. Covers actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and PBOT or Prosper Portland support staff personal services where the expenditure is for performance of the Work and within the authorized budget.
 - d) 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.** Contingency Controlled by Performing Agency. It is required that an amount for project contingency be identified in the Scope of Work and Budget. The Performing Agency shall exclude Funding Agency funds from the contingency and will, therefore, control the contingency without further consultation with Funding Agency.
- H.** Savings. If the actual costs to complete the portion of the Project within the North Macadam URA is less than \$3,000,000, then the difference between the two shall be deemed Savings. Savings identified shall be recognized as a reduction in the amount Funding Agency reimburses Performing Agency.

4. BILLING AND PAYMENT PROCEDURE

- A.** Within 30 days of execution of this Agreement, the Performing Agency shall submit to Funding Agency an invoice for \$150,000 for pre-payment of design services. The Performing Agency shall account for expenditures of these funds in subsequent invoices. The Performing Agency shall return any unspent funds to Funding Agency.
- B.** The Performing Agency shall 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. The dedication of funds to the project shall be as follows: Funding Agency shall make available the full amount authorized by this agreement during the 2020-21 fiscal year subject to Prosper Portland Board approval.
 3. 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. Payment in response to the final billing shall also be contingent upon Project compliance with the Business and Workforce Equity Guidance and adjustment for Savings.
- C. 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 and documentation the work is for that portion of the Project within the North Macadam URA;
 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, including Equity Guidance compliance, which can be reasonably provided by the Performing Agency.
- D. 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 Agency will proceed to process payment for items not in dispute.

5. GENERAL

A. Termination.

1. The Termination Date of this Agreement is June 30, 2023.
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 Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A “significant” impact is one that may 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, Prosper Portland, 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, Prosper Portland 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 Prosper Portland, 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 Agency to perform the Work under the Agreement, and its failure to notify the Performing Agency 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 Agency shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement. Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency 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 Agency shall own all Work Product.
2. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

G. Delivery / Maintenance of Records. The Performing Agency 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 Agency regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

H. Funding Acknowledgement / Signage.

1. Any oral reports made to 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 PBOT and Prosper Portland and, if appropriate, financed by “*the North Macadam Urban Renewal Project*”.

2. For projects involving construction activities funded by Prosper Portland, PBOT shall display a sign near the construction site(s) and readily visible to the public, specifying that the Project is being "*funded by Prosper Portland's North Macadam Urban Renewal Project*". The sign shall remain in place until construction is complete.

6. Amendments

1. Except as otherwise provided for in this Agreement, PBOT or Prosper Portland 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 either party until agreed to in writing.

VII. Merger Clause

This Agreement contains the entire agreement between Prosper Portland 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 Prosper Portland have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

Prosper Portland

Chris Warner, Director, Portland Bureau
of Transportation

Kimberly Branam Executive Director

(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.)

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

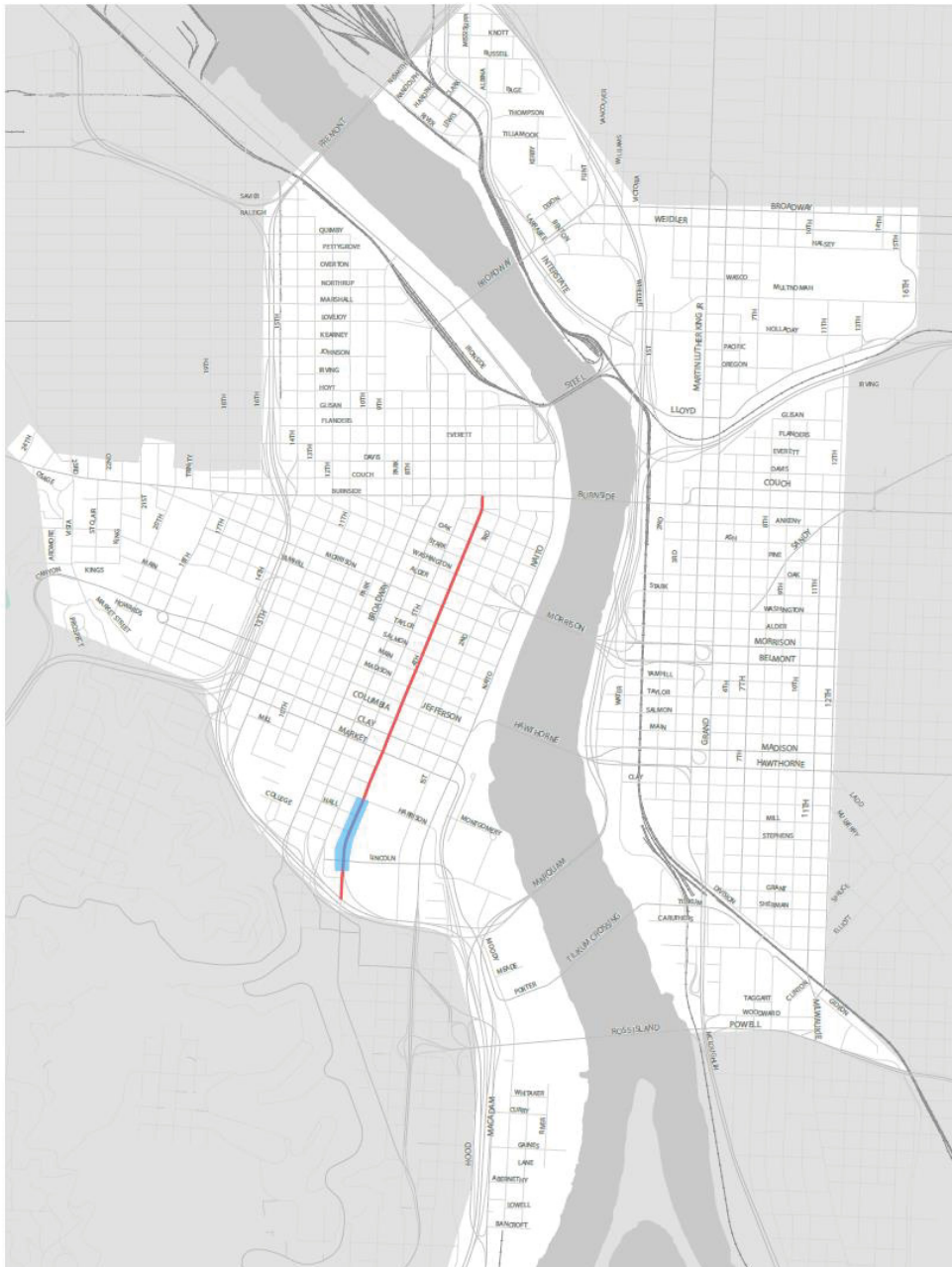
City Attorney

Legal Counsel

Attachments:

1. Project Map
2. Project Detailed Budget
3. Project Schedule

Attachment 1. Project Map



SW 4th Avenue Project

May 2020

CENTRAL CITY IN MOTION

North Macadam URA segment



Data provided by the City of Portland and Metro. Map produced October 2018.



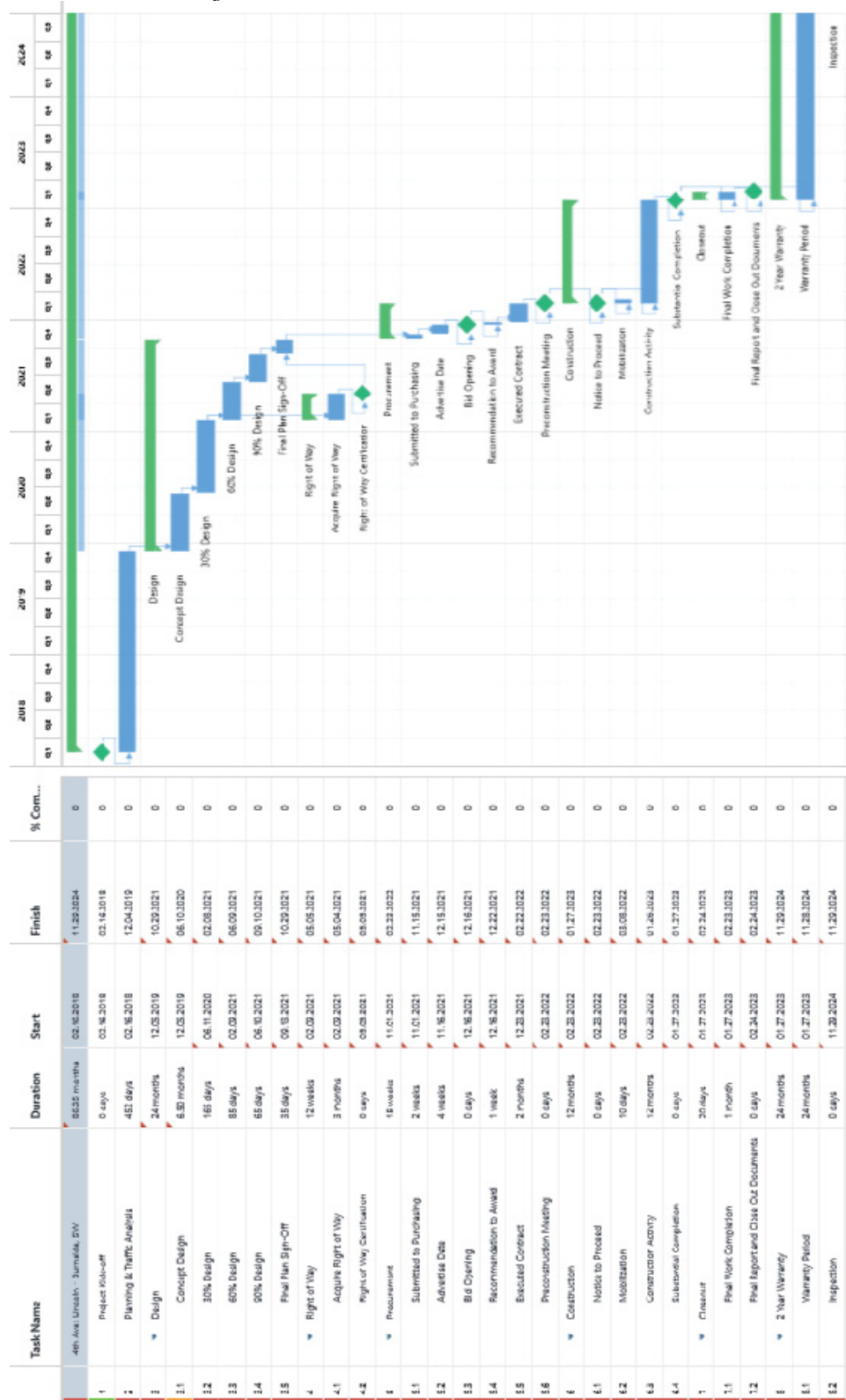
Attachment 2. Project Budget

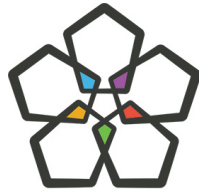
Project Segment	Revenue Source	Design	Construction	Total Budget
SW 4th Ave - Grant to Harrison (NM TIF Boundary Segment)	Prosper Portland	\$250,000	\$2,750,000	\$3,000,000
	FOS (approved add)	\$120,000	\$1,280,000	\$1,400,000
	TriMet (Pending IGA execution)	\$100,000	\$1,200,000	\$1,300,000
Total Budget: Grant to Harrison segment with North Macadam URA				\$5,700,000.00

Project Segment	Revenue Source	Design	Construction	Total Budget
SW 4th Ave - Caruthers-Grant, Harrison- Burnside segments	FOS SW 4th Paving funds	\$750,000	\$2,673,000	\$3,423,000
	FOS (approved add)		\$2,339,010	\$2,339,010
	FOS CCIM funds	\$450,000	\$353,288	\$803,288
	SSL Signal Maintenance		\$2,000,000	\$2,000,000
	TSDCs		\$2,500,000	\$2,500,000
	TriMet (Pending IGA execution)	\$25,000	\$275,000	\$300,000
Total Budget: Caruthers-Grant, Harrison-Burnside segments				\$11,365,298.00

Project Segment	Revenue Source	Design	Construction	Total Budget
Sw 4th Ave - Full project, Caruthers to Burnside	FOS SW 4th Paving funds	\$750,000	\$2,673,000	\$3,423,000
	FOS (approved add)	\$120,000	\$3,619,010	\$3,739,010
	FOS CCIM funds	\$450,000	\$353,288	\$803,288
	SSL Signal Maintenance	\$0	\$2,000,000	\$2,000,000
	TSDCs	\$0	\$2,500,000	\$2,500,000
	TriMet (Pending IGA execution)	\$125,000	\$1,475,000	\$1,600,000
	Prosper Portland	\$250,000	\$2,750,000	\$3,000,000
Total Budget: full project, all segments				\$17,065,298.00

Attachment 3. Project Schedule





**PROSPER
PORTLAND**
Building an Equitable Economy

RESOLUTION NO. 7392

RESOLUTION TITLE:

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND BUREAU OF TRANSPORTATION FOR THE SW 4TH AVENUE PROJECT IN THE NORTH MACADAM TAX INCREMENT FINANCE DISTRICT


Adopted by the Prosper Portland Commission on August 12, 2020

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Gustavo J. Cruz, Jr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Francesca Gambetti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Peter Platt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Serena Stoudamire Wesley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner William Myers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

CERTIFICATION

The undersigned hereby certifies that:

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

	Date: August 18, 2020
Pam Feigenbutz, Recording Secretary	