



**CITY OF WOODBURN**  
**COMMUNITY DEVELOPMENT**

**MEMORANDUM**

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270 Montgomery Street

Woodburn, Oregon 97071

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**Date:** September 9, 2020  
**To:** Interested Parties  
**From:** Colin Cortes, AICP, CNU-A, Senior Planner  
**Cc:** Chris Kerr, Community Development Director  
Dan Handel, AICP, Associate Planner  
**Subject:** **Request for Proposals (RFP): Consulting on Middle Housing Plan and Code Updates and Infrastructure-Based Time Extension Request (IBTER)**

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**Summary**

*Request:* The City of Woodburn requests proposals from qualified candidates for two grant projects related to "[middle housing](#)" in the context of passed [Oregon House Bill 2001 \(2019\)](#):

(A) consulting on amendments to the [Woodburn Comprehensive Plan](#), other applicable long-ranges, and the [Woodburn Development Ordinance \(WDO\)](#) to conform to HB 2001; and

(B) consulting on and drafting of what the Oregon Department of Land Conservation and Development (DLCD) terms an "Infrastructure-Based Time Extension Request" (IBTER) application package in compliance with HB 2001 [Section 4\(2\)](#) and rules that DLCD establishes within [Oregon Administrative Rules \(OAR\) 660-046](#).

In short, the IBTER grant aim is to identify for Woodburn specific areas where water, sewer, storm drainage, or transportation services are either significantly deficient or are expected to be significantly deficient before December 31, 2023 and to establish a plan of actions that will remedy the deficiency in those services and that is approved by DLCD, all in order for the City to tailor regulations of required middle housing.

*Budget:*

The City received two separate grant awards for middle housing (A) and (B), so they have separate budgets:

(A): \$45,000;

(B): \$35,000.

The City does not intend to spend beyond the total grant amounts.

*Timeline:* Following RFP submittals:

- The City intends to make tentative selection of the same consultant for both (A) and (B) by end of September 30 and for DLCD to affirm City selection by October 15, 2020.
- The City and a confirmed consultant enter into standard professional services agreements (i.e. a contract each for A and B) by October 22.
- DLCD established June 15, 2021 as the due date for the grant projects (A) and (B).

*Deliverables:* The actions and deliverables in brief are to:

- Participate in meetings with the Woodburn City Council, the Planning Commission, and a technical advisory group (TAG)
- Hold public open houses
- Audit infrastructure and report on what is deficient
- Draft an application-ready IBTER
- Draft amendments to the Woodburn Comprehensive Plan, other applicable long-range plans, and the WDO

For (A), see Exhibit A “(A) Project Description and Budget”. The outline of tasks, deliverables, meetings, and schedule starts on p. 6.

For (B), see Exhibit B “Part 2 of 2 Project Description and Award Conditions”. The outline of tasks, deliverables, meetings, and schedule starts on p. 12.

*Context:*

- The City Council dislikes HB 2001, but, acknowledging the reality of state law, it applied for and received state grant funds to tailor middle housing regulations to address its concerns as a Council.
- The prime City departments involved in the project are the Community Development Department Planning Division as the lead department and the Public Works Department Engineering Division.
- The City is the grant manager, paying the consultant from City funds and obtaining reimbursement from DLCD.
- Above and beyond compliance with state law, there are six general objectives of both (A) and (B):
  1. Developing amendments and plans for infrastructure improvements that will further the objectives of the City [Housing Needs Analysis \(HNA\)](#) adopted via Ordinance No. 2576 on December 9, 2019;
  2. Assist planning commissioners and city councilors in understanding how the (A) middle housing updates and (B) IBTER grant projects relate to and would help local regulatory changes needed to conform with the middle housing provisions of HB 2001;
  3. As part of (B), address concerns about the effect on City infrastructure per HB 2001 Section 4 (2), in particular sanitary sewer and on-street parking;
  4. Assist staff in deciding whether and if so how to tailor the amendment and administrative provisions to account for the needs and condition of housing and infrastructure that differ across areas of Woodburn, which might include delineating a target area or areas into which an amendment would channel market demand for middle housing;
  5. Advise on the implications of existing system development charge (SDC) methodologies on middle housing and infrastructure; and
  6. For (B), provide sufficient documentation for the City to submit to DLCD an acceptable Infrastructure-Based Time Extension Request (IBTER) by the agency deadline of June 15, 2021 in conformance with OAR 660-046 and additional rules DLCD might adopt.

## Next Steps

### *RFP Submittal Process:*

Submit a proposal of up to six pages (inclusive of any graphics) addressing the scope of work by e-mail to [colin.cortes@ci.woodburn.or.us](mailto:colin.cortes@ci.woodburn.or.us), mail, or in-person delivery (by appointment only through the Community Development Department administrative assistant at 503-982-5246) by:

Tuesday, September 29, 2020, noon PT

to the City of Woodburn; Attn: Colin Cortes, AICP, CNU-A, Senior Planner; Planning Division; 270 Montgomery Street, Woodburn, OR 97071-4730.

- Up to 2 of the pages or sheets may be legal or ledger size.
- Include the point of contact name, title, firm, phone, and e-mail on the first page.
- Adobe PDF attachments are acceptable totaling less than 10MB per e-mail; file sharing service hyperlinks are welcome
- Any mailed submittal must be received in the morning mail, not simply postmarked, by the due date.
- Expect City staff to notify submitters by e-mail of its choice of consultant within two business days.

There is no pre-proposal meeting. Contact Mr. Cortes at (503) 980-2485 or [colin.cortes@ci.woodburn.or.us](mailto:colin.cortes@ci.woodburn.or.us) with questions.

- Exhibits:**
- A. (A) Project Description and Budget
  - B. (B) Part 2 of 2 Project Description and Award Conditions\*
- \* (A) is finalized with DLCD; (B) is a revised draft but expected to be approved by DLCD substantially as is.

# **(A) Project Description and Budget (DLCD Agreement Draft 9/09)**

## **2019-2021 DLCD GF GRANT RECOMMENDATION**

### **Part 2 of 2: Project Description and Award Conditions**

#### **PROJECT DESCRIPTION AND BUDGET**

##### **PROJECT PURPOSE STATEMENT**

The City of Woodburn is utilizing grant money to support a professional consultant to assist the City with technical expertise and to facilitate public outreach and involvement in the processes for updating our comprehensive plan and development ordinance to be compliant with HB 2001 (2019).

##### **PROJECT OVERVIEW AND MANAGEMENT**

- ☒ Overall management of the Project will be the responsibility of Grantee, and assisted by the DLCD Grant Manger. Specific Project management duties of Grantee will include:
    - ☒ Organizing and managing the advisory committee;
    - ☒ Selecting a consultant and contracting for consultant services;
    - ☒ Overseeing consultant work described in this scope of work;
  - ☒ Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.
- Advisory Committees*

The Project will employ a technical advisory committee (TAC) managed by City Planning Division staff and coordinating involvement among its members, which will include other City staff and representatives from regional and state government agencies. ,

- ☒ The TAC will meet on a regular basis to review technical analysis and recommendations prepared by **Grantee** staff and the consultant. Individual TAC members will be responsible for communicating with officials from their respective jurisdictions and to assure that policy issues are incorporated into technical work at the appropriate time and in the most effective way.

##### **Alternate committee function description**

- ☒ The Project will not use a policy advisory committee. Instead, members of the TAC will be responsible for reviewing technical analysis with their respective planning commissions and elected officials. TAC members must also inform other Project participants (TAC, consultant, agency Contract administrator) of policy issues and implications raised by local decision-makers that may affect the technical analysis or assumptions used in the analysis.

The Project will also employ a technical advisory committee (TAG) managed by City Planning Division staff and coordinating involvement among its members, which will include residents,

affordable housing advocacy groups, representatives from the development community, and at least one member of the Planning Commission and City Council.

☒ The TAG will meet on a regular basis to review and respond to amendment alternatives prepared by Consultant and provide recommendations.

### ***Agency Role***

☒ DLCD will provide financial, administrative, and technical assistance to the Project, including membership in the TAG. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the Middle Housing code amendments will be a final hearings-ready document.

### **Alternate agency role**

### ***Consultant Role***

☒ The Project will use consultant services to perform community outreach and involvement related to the objectives bulleted below and draft a range of development code amendment alternatives that meet statutory requirements of HB 2001. Consultant is expected to facilitate regular meetings of the TAG (4), to facilitate public open houses (2), and to present to the Planning Commission and City Council (2 each). Consultant will create community outreach plans for the significant Latinx and Russian communities in Woodburn. Consultant will also create a digital survey for residents to access online during the Project.

1. Review statutory requirements of HB 2001, state Middle Housing Model Code Technical Advisory Committee (MCTAC) rulemaking committee minutes, and adopted model code language for medium cities (adopted by LCDC on July 23, 2020). Additionally, track the rulemaking process and model code for large cities and, once adopted by LCDC, identify how they differ from that of medium cities.
2. Advise staff, planning commissioners, and city councilors on best practices (locally and nationally) for middle housing code structure.
3. Assist planning commissioners and city councilors in identifying and resolving any compatibility issues regarding how to allow middle housing in residential zoning districts that allow detached houses. This being a necessary condition to have them understand, refine, and adopt “reasonable local regulations relating to siting and design” per HB 2001 Section 7 (5)(a).
4. Address concerns about the effect on City infrastructure, in particular traffic, sanitary sewer, stormwater, parks, and on-street parking.
5. Assist staff in tailoring the amendment and administrative provisions, considering the differing geographic areas in the City, their infrastructure needs, and overall market demand in Woodburn for middle housing.
6. Provide hearings-ready Woodburn Development Ordinance (WDO)(and if necessary, Comprehensive Plan) text amendments, and drawings as needed, no later than per the Project Schedule section below so that upon City Council adoption the WDO would come into conformance with HB 2001 no later than the applicable deadline per the bill of June 30, 2022.

### ***Project Meeting Materials***

☒ Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital form at least one week prior to any scheduled TAG meeting.

☒ Grantee shall prepare meeting agendas, notices, and summaries for each TAG meeting. Grantee shall distribute meeting materials to project committee members at least a week prior to any scheduled meeting.

### **Alternate meeting materials description**

### ***Project Schedule***

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is June 15, 2021.

### ***Expectations for All Written and Graphic Products***

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, FTP, or file share service submittal authorized by DLCD. Note that an e-mail to the City of Woodburn is limited to a total of 10 megabytes of attachments, and that the mail server likely would reject anything larger.

### **Additional product expectations**

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.

5. Grantee will provide all letters, memos, reports, charts, products and maps produced by this grant agreement in a digital media format.
- Grantee will provide a legible copy of the signed agreement between the jurisdiction and the consultant no later than three business days after both parties have signed the agreement.
  - Grantee will complete the following by October 9, 2020:
    - Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
    - Identify the name, address, telephone number, and e-mail address of those persons who are members of the TAC and CAC.
    - List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
  - Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
  - Any final product must be proposed under Attachment D, Form 1, “Notice of Proposed Change,” at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, “Notice of Adoption” as set forth in ORS 197.615 and OAR 660-018-0040.
  - Grantee will consult closely with the DLCD Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the statutory due date of June 30, 2022.
  - Any final product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft.
  - Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
  - Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.

- X. Grantee will consult with the DLCDC Grant Manager and **any other entities** in the development of Products and provide an opportunity for timely review of all draft Products.
  
- [For all grants less than \$50,000] Grantee will submit a written status report at the request of the DLCDC Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
  
- DLCDC will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCDC Grant Manager.
  
- X. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
  
- Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.
  
- GIS Requirements***
- X. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).
  
- X. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx>, "Oregon GIS Data Standards." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
  
- X. DLCDC may display appropriate Product(s) on its Web site, including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
  
- X. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

## **SCHEDULE, PRODUCTS, AND BUDGET**

### **Pre-Task Submittals**

The contract required by Project Requirement 7 [consultant contract] and/or  the report in Project Requirement 8 [detailed participant/contact/task information] in this Project Description and Budget will be submitted.

**Timeline:** By the dates specified in those requirements.

**Pre-task budget:** \$0

### **Task 1: Project Kick-Off**

The purpose of the Project kick-off is for:

- Consultant to become familiar with local conditions and with City’s planning documents
  - The parties to confirm the objectives of the Project, refine the Project schedule within the Task parameters, vet assumptions, and establish detailed action items
  - Consultant and City staff to prepare to involve stakeholders
  - Brief the City Council and Planning Commission on the project, these bodies having the opportunity to provide general direction at the kick-off
- Target (ideal) dates: Council November 9, 2020 and Commission November 12, 2020\*

\*In Woodburn, due to coronavirus, the Council indefinitely meets every second Monday of the month (and no longer also every fourth Monday). The Commission is scheduled to meet on dates from among second and fourth Thursdays of the month.

Consultant to:

- Review, understand, and explain statutory requirements of HB 2001, Oregon Administrative Rules (OAR) 660-046, and DLCD model code for medium cities, as well as the DLCD Middle Housing Model Code Technical Advisory Committee (MCTAC) meeting minutes for rulemaking and model code development for large cities. (At more than 25,000 population, Woodburn is a “large” city per HB 2001.)
- Become familiar with local conditions and the City’s planning documents and examine the Woodburn Comprehensive Plan, Highway 99E Corridor Plan, and Woodburn Development Ordinance (WDO) to identify all items that will need to be updated to comply with HB 2001 and OAR 660-046 (“examination report”).
- Research middle housing best practices regionally, in Oregon, and nationwide, including DLCD model codes and City of Portland, Oregon middle housing code) related to public involvement process, policy, and regulations (“best practices report”)
- Create and implement a public involvement plan (PIP) that includes specifically the significant Latino and Russian-American communities of Woodburn. Feel free to contact Maricela Guerrero, Community Relations Manager, (503) 980-6322, [maricela.guerrero@ci.woodburn.or.us](mailto:maricela.guerrero@ci.woodburn.or.us)

City to:

- Host an introductory conference call to establish Project expectations and identify city-

specific concerns

- At least one week prior to the conference call, City shall provide Consultant with all long-range plans relevant to the project
- Confirm Technical Advisory Group (TAG) members that as a Pre-Task submittal Project Requirement will have identified to DLCDC and identify additional stakeholders

At a Council briefing or work session and a Commission briefing or workshop, Consultant will present an overview of what HB 2001 & OAR 660-046 mean for Woodburn and the objectives of this Project. Consultant will also facilitate a question and answer (Q&A) session during each work session to get a feel for local attitudes and identify initial and prime concerns.

***Task 1 Meetings:***

- City staff with consultant (1)
  - City Council briefing or work session (1)\*
  - Planning Commission briefing or workshop (1)\*
  - Public open house (1; optional; may be incorporated into Commission meeting)
- \*May instead be a single, joint work session to reduce consultant expense

***Task 1 Products:*** By Consultant:

- a. Summary of major tasks and action items for the Project
- b. Proposed project schedule
- c. Examination report draft 1
- d. Public involvement plan (PIP), including project description materials in Spanish
- e. Participation in introductory briefing(s) or workshop(s) with the Planning Commission and City Council
- f. Minutes of public meetings
- g. By City: If DLCDC requests, a progress report

***Task 1 Timeline:*** Execution of an agreement between DLCDC and the City to November 13, 2020

***Task 1 Budget:*** \$9,000, which is 20%

**Task 2: Revised Examination Report and PIP**

The purpose is for staff to review the Consultant draft documents and for the Consultant to revise them per City staff direction prior to presentation at Task 3 public meetings. Documents to revise in particular are the examination report and PIP. (The intent is also for the consultant to pair this work with the separate IBTER grant project and its Task 2 Infrastructure Audit that ranges from November 14, 2020 to February 17, 2021.)

Consultant is encouraged particularly during Task 2 to call or e-mail City staff as needed to draft the products.

***Task 2 Meetings:***

- City staff with consultant (1)

***Task 2 Products:*** By Consultant:

- a. Examination report draft 2

- b. Revised PIP
- c. By City: If DLCDC requests, a progress report

**Task 2 Timeline:** November 14, 2020 to February 3, 2021\*

\*This is two weeks before the February 17 due date for the IBTER grant project Task 2 Infrastructure Audit.

**Task 2 Budget:** \$6,750, which is 15%

### **Task 3: Public Involvement Cycle 1**

Consultant presents the examination and best practices reports to the TAG, a public open house, Commission, and (optionally) Council and facilitates a roundtable discussion on goals, objectives, priorities, obstacles, problems, and any other feedback that would inform tailor a Woodburn solution to achieving compliance with HB 2001 and OAR 660-046, past direction by Council, and the needs and wants of stakeholders.

City staff will schedule the first required open house where Consultant will showcase examination and best practices reports for public feedback, focusing on those interested in building or living in middle housing and what could help them. Consultant will provide summary materials of HB 2001, OAR 660-046, and project description for the public.

#### **Task 3 Meetings:**

- TAG no. 1 (1)
  - Public open house (1; may be incorporated into Planning Commission meeting)
  - Commission workshop no. 1 (1)
  - Council work session (1; optional)
- Target dates: Commission March 25, 2021 and Council April 12, 2021

#### **Task 3 Products:** By Consultant:

- a. Minutes of public meetings and the TAG
- b. Summary memo of Council, Commission, & TAG feedback on examination report and best practices (may be combined with minutes)
- c. Draft alternatives and recommended plan and code amendments that go with them (may be combined with summary memo)
- d. By City: If DLCDC requests, a progress report

**Task 3 Timeline:** February 18, 2021 to April 13, 2021

**Task 3 Budget:** \$11,250, which is 25%

### **Task 4: Public Involvement Cycle 2 / Revised Alternatives**

Consultant will review feedback from Cycle 1 public meetings to establish areas of consensus and points of contention. Consultant will draft with continual, intermittent City staff input a set of at least two but no more than five alternatives for consideration as potential solutions. The alternatives will include corollary recommended plan and code amendments, which the

Consultant may present either as specific strikethrough-and-underline, or, worded as specific objectives, e.g. “Do not require a higher minimum lot area for duplexes”, as staff directs when the time comes.

Consultant presents alternatives to the TAG, a public open house, Commission, and (optionally) Council.

City staff will schedule a second required open house where Consultant will showcase the revised set of alternatives for public discussion and feedback. Consultant will provide summary materials of HB 2001 and middle housing best practices for attendees of the open houses.

Consultant will draft a Project progress report if requested of the Grantee by DLCD.

***Task 4 Meetings:***

- TAG no. 2 (1)
- Public open house (1; may be incorporated into Planning Commission meeting)
- Commission workshop no. 2 (1)
- Council work session (1)

Target dates: Commission April 22, 2021 and Council May 10, 2021

***Task 4 Products:*** By Consultant

- a. Minutes of public meetings and the TAG
- b. Alternatives (2-5) including corollary recommended plan and code amendments
- c. By City: If DLCD requests, a progress report

***Task 4 Timeline:*** April 14, 2021 to May 27, 2021

***Task 4 Budget:*** \$11,250, which is 25%

**Task 5: Adoption-Ready Amendments**

Consultant will review feedback from Cycle 2 public meetings and will draft with continual, intermittent City staff input the recommended alternative including plan and code amendments, which the Consultant will present in adoption-ready strikethrough-and-underline and introduce or supplement with a list of the specific objectives and purposes the amendments achieve.

Regarding City reimbursement of Final Payment, Consultant will draft and submit relevant Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C “Final Closeout Form” to the Grant Manager and the Grants Administrative Specialist listed in Attachment B “DLCD Contact Information”.

***Task 5 Products:*** By Consultant

- a. Revised and recommended plan and code amendments, including a cover letter or memo explaining how it responds to feedback and achieves objectives and purposes (“adoption-ready amendments”)
- b. By City: Project close-out with DLCD upon receipt by City from Consultant of adoption-ready amendments

**Task 5 Timeline:** May 28, 2021 to June 15, 2021

**Task 5 Budget:** \$4,500, which is 10%

### **Budget Summary**

Task 1 – Project Kick-Off		\$9,000   20%
Task 2 – Revised Examination Report and PIP		\$6,750   15%
Task 3 – Public Involvement Cycle 1		\$11,250   25%
Task 4 – Public Involvement Cycle 2 / Revised Alternatives		\$11,250   25%
Task 5 – Adoption-Ready Amendments		\$4,500   10%
	SUBTOTAL	\$40,000   95%
Contingency		2,250   5%
	TOTAL	\$45,000   100%

~~November 13, 2020~~ June 15, 2021

### **Indicate where you would like an interim payment to go**

#### **P1 – Interim Payment – Task 2**

**Interim Payment:** Reimbursement **up to \$20,000.00** upon submittal of the Product(s) listed in Tasks 1–2. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

#### **FP – Final Payment**

Reimbursement of **up to \$25,000.00** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 3-4. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 28, 2021.**



STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT  
2019-2021 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT  
**AGREEMENT**

**DLCD Grant Number:** TA-21-271

**City of Woodburn**

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Woodburn**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.

2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**

Attachment B: **DLCD Contact Names and Addresses**

Attachment C: **Request for Product Reimbursement Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$95,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.

- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

## 6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

## 7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
11. **Ownership of Product(s).**
  - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
    - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
    - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
    - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
  - b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon,

distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

**12. Indemnity.**

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
  
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

**14. Termination:**

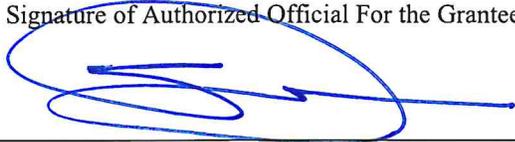
- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
  - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
  - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

**15. Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCDC (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCDC or any other duly authorized representative of DLCDC shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCDC.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCDC or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCDC. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

**Grantee:** City of Woodburn

**Grant No.** TA-21-271

Print Name of Authorized Official For the Grantee <b>Scott Danksen</b>	Title <b>City Admin.</b>	Date <b>9/11/2020</b>
Signature of Authorized Official For the Grantee 		

**Grantor:** State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager <b>Gordon Howard</b>	Title <b>Community Services Division Manager</b>	Date
Signature of DLCD Grant Program Manager		

**PROJECT PURPOSE STATEMENT**

The City of Woodburn seeks consultant assistance to draft an Infrastructure-Based Time Extension Request (IBTER) submittal in compliance with House Bill 2001 (2019) and forthcoming Oregon Administrative Rules (OARs).

The grant is for the City per HB 2001 Section 4 (2) to identify specific areas where water, sewer, storm drainage or transportation services are either significantly deficient or are expected to be significantly deficient before December 31, 2023 and to establish a plan of actions that will remedy the deficiency in those services and that is approved by DLCDC, all in order for the City to tailor regulations of required middle housing types.

**PROJECT OVERVIEW AND MANAGEMENT**

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCDC Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

***Advisory Committees***

The Project will employ a technical advisory group (TAG) managed by City Planning Division staff and coordinating involvement among its members, which will include:

- the consultant
- other City staff
- representatives from among the Oregon Department of Environmental Quality (DEQ), DLCDC, Department of State Lands (DSL), Department of Transportation (ODOT), Marion County
- other government agencies
- advocacy groups
- businesses
- institutions
- land developers, and
- and individuals

who respond to City staff invitations.

The Project will not use a policy advisory committee other than the City Planning Commission or a special committee as the City Council may appoint. Instead, members of the TAG will be responsible for reviewing technical analysis with their respective planning commissions and elected officials. TAG members must also inform other Project participants (TAC, consultant, agency Contract administrator) of policy issues and implications raised by local decision-makers that may affect the technical analysis or assumptions used in the analysis.

### ***Agency Role***

DLCD will provide financial, administrative and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized.

### ***Consultant Role***

The Project will use consultant services to perform technical analysis related to an Infrastructure-Based Time Extension Request and to meet the objectives listed below. The consultant is expected to provide an analysis of infrastructure deficiencies related to stormwater, sewer, and transportation and assist City staff to develop a plan to address the infrastructure deficiencies. The consultant is expected to participate in regular meetings of the TAG and assist local planning staff in presentations to planning commissions and elected officials.

1. Developing plans for infrastructure improvements that will further the objectives of the City Housing Needs Analysis (HNA) adopted via Ordinance No. 2576 on December 9, 2019;
2. Assist planning commissioners and city councilors in understanding how the IBTER grant project relates to and would help local regulatory changes needed to conform with the middle housing provisions of House Bill (HB) 2001;
3. Address concerns about the effect on City infrastructure per HB Section 4 (2), in particular sanitary sewer and including on-street parking as part of transportation;
4. Assist staff in deciding whether and if so how to tailor the amendment and administrative provisions to account for the needs and condition of housing and infrastructure that differ across areas of Woodburn, which might include delineating a target area or areas into which an amendment would channel market demand for middle housing;
5. Advise on the implications of existing system development charge (SDC) methodologies on middle housing and infrastructure;
6. Provide sufficient documentation for the City to submit an Infrastructure-Based Time Extension Request (IBTER) by the DLCD deadline of June 15, 2021 in conformance with Oregon administrative rules that DLCD will have adopted (within OAR 660).

### ***Project Meeting Materials***

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least two weeks prior to any scheduled Planning Commission or City Council meeting.

Grantee shall prepare meeting agendas and minutes or summaries for each held TAG, Planning Commission, and City Council meeting. Grantee shall distribute meeting materials to TAG members at least a week prior to any scheduled meeting.

### ***Project Schedule***

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date to complete all work and submit an IBTER to DLCD is June 15, 2021.

### ***Expectations for All Written and Graphic Products***

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products to DLCDC, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, file transfer protocol (FTP), or file share service submittal authorized by DLCDC. Note that an e-mail to the City of Woodburn is limited to a total of 10 megabytes (MB) of attachments, and that the mail server likely would reject anything larger.

For each report and product, the City shall upon request have at least one review cycle between the consultant and City staff, that is, a first draft, City direction, and final draft.

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCDC those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCDC in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCDC by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCDC or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
  - a. City will tentatively select a consultant and identify the consultant to DLCDC by September 30, 2020.
  - b. City will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project. DLCDC will confirm choice by executing a memorandum of understanding (MOU) with the City by October 15, 2020.
7. City shall provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement. The City and a confirmed contractor shall enter into agreement no later than October 22, 2020.

8. Grantee will complete the following by November 5, 2020:
  - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
  - b. Identify the name, address, telephone number, and e-mail address of those persons who are members of the PAC or other committee formed to carry out work on this Agreement.
9. The final deliverable for this project will consist of (a) documentation of the City Council decision whether or not to submit the IBTER application(s), including all materials, studies, meeting minutes, and other written documentation regarding the IBTER, and (b) the IBTER submittal or submittals themselves.
10. Grantee will coordinate and provide notice to:
  - DLCD
  - Marion County
  - Remaining entities represented through the TAG,
  - and individuals or representatives of any other entities who commented at work sessions or workshops or testified at public hearings to develop, review or approve products prepared under this Agreement.
11. Grantee will consult with the DLCD Grant Manager and any other entities in the development of Products and provide an opportunity for timely review of all draft Products.
12. Grantee will submit a written status report at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
13. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
14. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD's payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
15. Grantee may use or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
16. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings. This is not to be construed to interfere with the Grantee paying the consultant to participate in such meetings.

### ***GIS Requirements***

17. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).
18. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/geo/Pages/standards.aspx>, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
19. DLCDC may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
20. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

## **SCHEDULE, PRODUCTS, AND BUDGET**

### **Pre-Task Submittals**

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

***Pre-Task Timeline:*** By the dates specified in those requirements.

***Pre-task report budget:*** \$0

### **Task 1: Project Kick-Off**

The purpose of the Project kick-off is:

- for Consultant to become familiar with local conditions and with City's planning documents,
- for the parties to confirm the objectives of the Project and refine the Project schedule, and
- for the City to prepare for the Project.

The City will host an introductory conference call to establish Project expectations and identify city-specific concerns. Consultant will verify the action items identified through this initial conference call and will develop and share a proposed schedule for the actions required for the completion of all tasks. At least one week prior to the meeting, City shall provide Consultant with all public facility plans relevant to the project.

Hold meetings:

- City staff with consultant (1)
- City Council work session (1)\*
- Planning Commission briefing or workshop (1)\*
- Public open house (1; optional; may be incorporated into Planning Commission meeting)

\*May instead be a single, joint work session to reduce consultant expense.

**Task 1 Products:**

- a. Summary of major tasks and action items for the Project
- b. Proposed project schedule, and
- c. Participation in introductory briefing(s) or workshop(s) with the Planning Commission and City Council.

**Task 1 timeline:** Execution of MOU between DLCD and the City to November 13, 2020

**Task 1 budget:** \$3,500, which is 10% of the total budget of \$35,000

**Task 2: Infrastructure Audit**

In compliance with HB 2001 and the forthcoming OARs, Consultant will perform an audit of existing water, sewer, storm, and transportation facilities to identify significantly deficient areas.

**Task 2 Products:** Report on significantly deficient water, sewer, storm, and transportation facilities, and summary materials of the infrastructure audit.

**Task 2 timeline:** November 14, 2020 to February 17, 2021

**Task 2 budget:** \$12,250, which is 35%

**P1 – Interim Payment**

Reimbursement **up to \$15,750**, which is 45% of the \$35,000 budget, upon submittal of pre-task reports and the Product(s) listed in Tasks 1–2. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

**Task 3: Draft Remedies**

In compliance with HB 2001 and the forthcoming OARs, Consultant will work with the Technical Advisory Group to formulate plans to remedy deficient areas identified by Task 2, including physical improvements for the City to pursue and funding mechanisms for those improvements. Consultant will also assist with identification of any infrastructure constrained areas, in which no plan is feasible to provide the necessary service levels.

Hold meetings:

- TAG (1)
- Public open house (1; optional)
- Planning Commission workshop (1)
- City Council work shop (1; optional)

**Task 3 Products:** Remedy plans for infrastructure-deficient areas, Technical Advisory Group meeting summary notes, workshop summary notes

**Task 3 timeline:** February 18, 2021 to May 27, 2021

**Task 3 budget:** \$15,750, which is 45%

**Task 4: IBTER Compilation**

Consultant will revise remedy plans as needed based on feedback received. Consultant will then compile the analyses of infrastructure-deficient areas and their remedy plans into an application-ready IBTER package, which will be made available to the public on the City’s website. All work must be completed and IBTER application(s) submitted by June 15, 2021.

Hold meeting(s):

- Planning Commission (1; optional)
- City Council (1)

**Task 4 Products:** Application-ready IBTER package

**Task 4 timeline:** May 28, 2021 to June 15, 2021

**Task 4 budget:** \$3,500, which is 10%

**FP – Final Payment**

Reimbursement of **up to \$19,250, which is 55% of the \$35,000 budget**, and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 3 & 4. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than June 15, 2021.**

**Budget Summary**

Task 1 – Project Kick-Off	\$ 3,500   10%
Task 2 – Infrastructure Audit	\$ 12,250   35%
Task 3 – Draft Remedies	\$ 15,750   45%
Task 4 – IBTER Compilation	\$ 3,500   10%
<b>TOTAL</b>	<b>\$35,000   100%</b>

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

Kevin Young  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, OR 97301

Office: 503-934-0030

Email: [kevin.young@state.or.us](mailto:kevin.young@state.or.us)

OR

**Grant Program Manager:**

Gordon Howard  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Office: 503-934-0034

E-mail: [gordon.howard@state.or.us](mailto:gordon.howard@state.or.us)

Payment requests should be sent to:

**Grants Administrative Specialist**

Angela Williamson  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Office: 503-934-0054

E-mail: [DLCD.GFGrant@state.or.us](mailto:DLCD.GFGrant@state.or.us)

**Department of Land Conservation and Development (DLCD)  
2019-2021 Request for Interim Reimbursement / Final Closeout**

Grantee Name <b>City of Woodburn</b>		Grant No. assigned by DLCD <b>TA-21-271</b>	Final Payment Yes No
Grant Agreement Start Date From: Execution	Grant Agreement Close Date To: <b>June 15, 2021</b>	Period covered by this Payment From:	Period covered by this Payment To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
<b>Transactions</b>	<b>Previously Reported</b>	<b>This Payment</b>	<b>Cumulative</b>
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
<b>5. Total (add lines 1-4)</b>			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
<b>10. Total (add lines 6-9)</b>			
<b>11. Payment requested (from line 5)</b>	<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>
<b>12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.</b>			
13. Typed or Printed Name and Title		14. Address where payment is to be sent	
15. Signature of Authorized Certifying Official		16. Date Payment Submitted	

**Do Not Write Below This Line**

**FOR DLCD USE ONLY**

**Do Not Write Below This Line**

<b><u>DLCD CERTIFICATION</u></b>			
<b>I certify</b> as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
<b>BATCH #</b>	<b>DATE</b>	<b>VOUCHER#</b>	<b>DATE</b>
<b>PCA#</b>	<b>OBJECT #</b>	<b>VENDOR #</b>	<b>AMOUNT</b>

## *Attachment C – Instructions*

### **Department of Land Conservation and Development 2019-2021 Planning Technical Assistance Grant Agreement Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

#### ***General Instructions and Reminders***

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at [DLCD.GFGrant@state.or.us](mailto:DLCD.GFGrant@state.or.us). In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

#### ***Completing the Form***

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
  - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
  - **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
  - **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
  - **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

**Certification:** Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at [DLCD.GFGrant@state.or.us](mailto:DLCD.GFGrant@state.or.us), or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 503-934-0054) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist  
 Department of Land Conservation and Development  
 635 Capitol St. NE Suite 150  
 Salem, OR 97301