



Medford City Council Meeting

Agenda

May 3, 2018

6:00 P.M.

Medford City Hall, Council Chambers
411 West 8th Street, Medford, Oregon

10. **Roll Call**

20. **Recognitions, Community Group Reports**

30. **Oral Requests and Communications from the Audience**

Comments will be limited to 4 minutes per individual, group or organization. PLEASE SIGN IN.

30.1 Quarterly Travel Medford update by Eli Matthews

30.2 Quarterly Economic Development update from SOREDI by Colleen Padilla

30.3 Medford Water Commission Quarterly Report by Brad Taylor

40. **Public Hearings**

Comments are limited to a total of 30 minutes for applicants and/or their representatives. You may request a 5-minute rebuttal time. Appellants and/or their representatives are limited to a total of 30 minutes and if the applicant is not the appellant they will also be allowed a total of 30 minutes. All others will be limited to 4 minutes. PLEASE SIGN IN.

40.1 COUNCIL BILL 2018-40 A resolution approving a Substantial Amendment to the City of Medford's 2017-18 Action Plan for use of Community Development Block Grant funds.

50. **Approval or Correction of the Minutes of the May 3, 2018 Regular Meeting**

60. **Consent Calendar**

70. **Items Removed from Consent Calendar**

80. **Ordinances and Resolutions**

80.1 COUNCIL BILL 2018-31 - CONTINUED FROM April 19, 2018 – An ordinance authorizing an Agreement with the Oregon Department of Land Conservation and Development (DLCD) accepting a \$40,000 technical assistance grant for the hiring of a consultant to assist in code amendments and economic incentive programs identified by the Housing Advisory Committee.

90. **Council Business**

90.1 Proclamations issued:

Bill Mansfield Day – May 8, 2018

Peace Officers Memorial Day – May 15, 2018

Municipal Clerks Week – May 6 – 12, 2018

Building Safety Month – May 2018

National Preservation Month – May 2018

90.2 Committee Reports and Communications

100. City Manager and Staff Reports

100.1 Audit Committee

100.2 Public Works Week Event

100.3 Project update report

100.4 Further reports from City Manager

110. Adjournment



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No. 40.1

www.ci.medford.or.us

DEPARTMENT: Planning Department
PHONE: (541) 774-2390
STAFF CONTACT: Angela Durant, Principal Planner - Housing and Community Development

AGENDA SECTION: Public Hearing
MEETING DATE: May 3, 2018

COUNCIL BILL 2018-40

A resolution approving a Substantial Amendment to the City of Medford's 2017-18 Action Plan for use of Community Development Block Grant funds

SUMMARY AND BACKGROUND

The Planning Department is requesting approval of a resolution to adopt Substantial Amendment No. 1 of the City of Medford 2017/18 Action Plan pertaining to the City's Community Development Block Grant (CDBG) Program. This action would be the second amendment request made by Rogue Valley Habitat for Humanity (HfH) for use of 2016 CDBG funds supporting housing development activities.

City Council originally granted HfH 2016 Community Development Block Grant (CDBG) funds for the acquisition of 171-199 Mellecker Way. This property was vacant land that would support construction of six duplex-style homes to be sold to low-income families. As the City awaited release of CDBG program funds from the US Department of Housing and Urban Development (HUD), the seller of this property sold to a buyer with more immediate available funds. HfH chose to prioritize abandoned, blighted properties when searching for a replacement property. This action was triggered by the agency's support of City's Receivership Program.

HfH identified 1026 W. 10th Street as a suitable replacement given the blighted condition of the home, the lot size and flexibility of the seller. This property was approved by Council as an acquisition for rehabilitation project under a Substantial Amendment to the 2016/17 Action Plan. HfH purchased this property in part with CDBG funds on July 7, 2017. After acquisition, HfH was able to secure additional grant funds from the Federal Home Loan Bank of Des Moines and other local sources that could support demolition of the existing unit and construction of additional units. HfH began working with City staff to develop a compatible design, leading to HfH's proposal to amend the project scope and performance outcome to acquisition for demolition and construction of three townhomes. These new homes would be built as a tri-plex with zero lot lines, and sold to three eligible Medford families earning a gross annual income between 40% - 70% of the Area Median Income (AMI).

On December 6, 2017, City staff received direction from the Housing and Community Development Commission, the advisory body to Council on all matters of the CDBG program, to proceed with the necessary steps to proposing this Substantial Amendment to Council. Since then, HfH has completed the pre-application process with the Planning Department.

PREVIOUS COUNCIL ACTIONS

- The Council approved Resolution No. 2015-47 adopting the 2015-19 Consolidated Plan at a public hearing held on May 7, 2015.
- The Council approved Resolution No. 2016-57 adopting the 2016 Action Plan at a public hearing held on May 5, 2016.
- The Council approved Resolution No. 2017-54 adopting the 2017 Action Plan and Substantial Amendment to the 2016 Action Plan at a public hearing held on June 1, 2017.
- On June 15, 2017, Council approved Resolution No. 2017-57 adopting the budget for the City of Medford for the biennium commencing July 1, 2017.



ANALYSIS

Under HUD's Citizen Participation regulations, the City is required to conduct a public hearing, preceded by a 30-day public comment period prior to submitting this Substantial Amendment to HUD for final approval. The 30-day public comment period commenced on April 4, 2018 and will conclude on May 3, 2018. Any public comments received during this time period will be presented to Council during the public hearing held on May 3, 2018. Any additional comments received at the public hearing will be recorded in the Substantial Amendment submitted to HUD.

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The City's original CDBG investment of \$96,251 was expended on July 7, 2017. There are no additional financial and/or resource considerations.

TIMING ISSUES

Staff is requesting Council action on May 3, 2018 in order to meet HUD's review timeline.

COUNCIL OPTIONS

Approve the resolution
Modify and approve the resolution
Deny the resolution

STAFF RECOMMENDATION

Staff recommends approval of the resolution to adopt Substantial Amendment No. 1 to the 2017/18 Action Plan for Housing Community Development.

SUGGESTED MOTION

I move to approve the resolution to adopt Substantial Amendment No. 1 to the City of Medford 2017/18 Action Plan for Housing and Community Development.

EXHIBITS

Resolution

RESOLUTION NO. 2018-40

A RESOLUTION approving a Substantial Amendment to the City of Medford's 2017-18 Action Plan for use of Community Development Block Grant funds.

WHEREAS, the 2017-18 Action Plan (Plan) was adopted by the City Council on June 1, 2017, and submitted to HUD for approval; and

WHEREAS, this substantial amendment involves one proposed changed to the Plan as follows:

- (1) The proposed amendment is to change the original scope of acquisition for rehabilitation of one blighted housing unit at 1026 W. 10th Street to a new scope of acquisition for demolition and construction of three new affordable housing units at 1026 W. 10th Street as described in Exhibit A. Habitat for Humanity will demolish the existing blighted housing unit and construct three new town-house style homeowner units to be sold to low/moderate-income eligible households as defined by HUD; and

WHEREAS, HUD regulations require a public hearing to solicit citizen input and requires the City to publish a public hearing notice concerning the amendment and to hold a 30-day public comment period and the City has complied with these regulations; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEDFORD, OREGON that:

A Substantial Amendment to the City of Medford's 2017-18 Action Plan for Housing and Community Development as set forth herein is hereby approved. The Plan is on file in the City Recorder's office.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

EXHIBIT A

SUBSTANTIAL AMENDMENT No. 1
City of Medford 2017/18 Action Plan
Community Development Block Grant Program

Amendment dated March 30, 2018

CHANGE IN SCOPE OF A PROJECT

Rogue Valley Habitat for Humanity was originally granted Community Development Block Grant (CDBG) funds to acquire 1026 W 10th Street in Medford, Oregon for rehabilitation to provide one low/moderate-income homeowner household with affordable housing. In order to produce more affordable owner-occupied housing units in Medford, Habitat for Humanity requested a change in the scope to demolish the existing blighted unit and build three new townhouse-style units that will be sold to three income qualified households as defined by CDBG regulations.

The following Substantial Amendment to the City of Medford 2017-18 Action Plan highlights the substantial amendments as proposed, which require final approval by Medford City Council prior to submission to the US Department of Housing and Urban Development (HUD).

2015-19 CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

Goal 1: Improve the condition and availability of affordable housing over a five-year period

Objective 1.2: Create more opportunities for low/moderate-income residents to secure affordable and livable rental and/or homeowner housing

Strategy 1.2.4: Provide financial assistance to acquire land and/or improve infrastructure in support of new affordable housing

Planned Activity: CDBG funds supported land acquisition, only. Habitat for Humanity will demolish the existing blighted housing unit and construct three new town-house style homeowner units to be sold to low/moderate-income eligible households as defined by HUD.

Location: 1026 W 10th Street, Medford, Oregon 97501

Organization: Rogue Valley Habitat for Humanity

Funding: \$96,251 in original 2016 CDBG funds expended for acquisition of real property on 7/7/17

Target Completion Date: 09/28/2019

Objective: Provide Decent Affordable Housing

Performance Outcome: Availability/Accessibility

Outcome Statement: Availability for the purpose of decent, affordable homeowner housing

National Objective: Low/Moderate Housing Benefit

Eligibility/National Objective Citation: 570.201(a) / 570.208(a)(3)



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

DEPARTMENT:	Planning Department	AGENDA SECTION:	Ordinances and Resolutions
PHONE:	[(541) 774-2380	MEETING DATE:	May 3, 2018
STAFF CONTACT:	Matt Brinkley, CFM AICP, Planning Director		

COUNCIL BILL 2018-31

An ordinance authorizing an Agreement with the Oregon Department of Land Conservation and Development (DLCD) accepting a \$40,000 technical assistance grant for the hiring of a consultant to assist in code amendments and economic incentive programs identified by the Housing Advisory Committee.

SUMMARY AND BACKGROUND

An ordinance authorizing the acceptance, recognizing the revenue, and authorizing the expenditure of a grant from the Department of Land Conservation and Development (DLCD). The Planning Department was awarded a Technical Assistance Grant in the amount of \$40,000 from the Department of Land Conservation and Development (DLCD) on December 11, 2017. With the funds, the Planning Department will hire a consultant(s) to draft code amendments and evaluate economic programs related to housing and land use changes identified by the Housing Advisory Committee. The City Council is being asked to authorize the City Manager to sign and accept the grant agreement provided by DLCD and authorize the Planning Department to expend the funds. Receipts of specific purpose grants, gifts, or donations can be expended after the enactment of an ordinance under ORS 294.338 (GF-18-032)

PREVIOUS COUNCIL ACTIONS

On November 2, 2017, the Council supported a motion authorizing the Mayor to sign a letter of support for the grant application submitted on October 13, 2017.

On April 5, 2018, the Council did not have a quorum to conduct a meeting and the item was moved to the April 19, 2018 hearing.

On April 19, 2018, the Council pulled the item from the consent calendar citing issues with the contract language and requesting staff to discuss making changes with DLCD. The item was continued until May 3, 2018.

ANALYSIS

On March 9, 2018, the Planning Department received DLCD's grant agreement. The City is provided approximately one month to sign and return the agreement and accept the award. The grant will provide the Planning Department with the funds to hire a consultant to assist with code amendments and economic incentive programs identified by the Housing Advisory Committee (HAC). The HAC identified nineteen regulatory changes and seventeen economic programs for the City to evaluate that promotes more housing in the City and modify development standards to simplify and clarify the development process. The assistance of a consultant will enable Planning staff to more effectively address the HAC recommendations in a timely manner.

The City Council, during their April 19 meeting discussed desired changes to the DLCD agreement. Staff met with the local DLCD representative to confer and staff has made the following changes to the agreement:

- Project Purpose Statement: slight language changes;
- Eliminated the task of the consultant working to develop the HAC. City staff will assume this task; and
- Deadlines for work tasks changed from July to December, 2018, and hearings changed from August through December to January through March, 2019.



CITY OF MEDFORD AGENDA ITEM COMMENTARY

Item No: 80.1

www.ci.medford.or.us

FINANCIAL AND/OR RESOURCE CONSIDERATIONS

The Planning Department did not anticipate these grant funds as part of the biennial budget. The \$40,000 can be absorbed into the Department's budget and will be adjusted through a supplemental budget process. The grant funds will be reimbursed back to the Planning Department from DLCD. The Planning Department will contract directly with the chosen consultant(s). A consultant has not yet been selected. (Contract #C0000281)

TIMING ISSUES

N/A

COUNCIL OPTIONS

Approve the ordinance as presented.

Modify the ordinance as presented.

Decline to approve the ordinance and provide further direction to staff.

STAFF RECOMMENDATION

Staff recommends approval of the ordinance.

SUGGESTED MOTION

I move to approve the ordinance authorizing the acceptance and expenditure of grant funds in the amount of \$40,000 awarded from DLCD.

EXHIBITS

- Ordinance
- DLCD 2017-2019 Technical Assistance Grant Agreement
- Housing Advisory Committee recommendations

ORDINANCE NO. 2018-31

AN ORDINANCE authorizing an Agreement with the Oregon Department of Land Conservation and Development (DLCD) accepting a \$40,000 technical assistance grant for the hiring of a consultant to assist in code amendments and economic incentive programs identified by the Housing Advisory Committee.

THE CITY OF MEDFORD ORDAINS AS FOLLOWS:

That an Agreement with the Oregon Department of Land Conservation and Development (DLCD) accepting a \$40,000 technical assistance grant for the hiring of a consultant to assist in code amendments and economic incentive programs identified by the Housing Advisory Committee, which agreement is on file in the City Recorder's Office, is hereby authorized.

PASSED by the Council and signed by me in authentication of its passage this _____ day of _____, 2018.

ATTEST: _____
City Recorder

Mayor

APPROVED _____, 2018.

Mayor

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2017-2019 TECHNICAL ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: March 9, 2018	
Grantee City of Medford 200 South Ivy Street Medford, Oregon 97501	Grant No. TA-19-173
Project Title: Help us House Medford through Better Code Regulations and Programs	
Grantee Representative Carla Angeli Paladino, Principal Planner 541-774-2395 carla.paladino@cityofmedford.org	DLCD Grant Manager Josh LeBombard 541-414-7932 josh.lebombard@state.or.us
GRANT AMOUNT: \$40,000	PROJECT END DATE: May 31, 2019
Last day to amend agreement: March 1, 2019	

Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award.

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by May 1, 2018 (Project Requirement 8)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Hearings-ready draft code amendments to allow needed housing

Task 2: Hearings-ready draft economic/incentive program to encourage needed housing

Task 3: Notice of Proposed Change; Notice of Adopted Change

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, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

2017-2019 TECHNICAL ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-19-173

City of Medford

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 Medford**, 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**

Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**

Attachment E: **Form 2, Notice of Adopted Change**

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 **\$40,000** (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 hererof.
 - 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 DLCD (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 DLCD or any other duly authorized representative of DLCD 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 Medford

Grant No. TA-19-173

Print Name of Authorized Official For the Grantee	Title	Date
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 Gordon Howard	Title Community Services Division Manager	Date
Signature of DLCD Grant Program Manager		

PROJECT PURPOSE STATEMENT

The goal of the Project is to evaluate, draft and adopt a set of regulations and economic/incentive programs that will increase housing (number of units, different types, and that accommodate all income spectrums) and help improve the overall well-being and livability of the residents of Medford.

Medford, like many other communities in Oregon, and throughout the country, is facing a housing shortage that affects virtually every segment of the housing market. The availability of owner and renter occupied housing is relatively low. Shortages are particularly acute for housing that is affordable to households at or below the median family income for Medford. Twenty-three percent of the population in Medford is living in poverty.

The Project will better enable the city to complete code changes and efficiently implement programs. Some of the changes contemplated in the overall recommended housing strategies contemplate off street parking standards, evaluating policies that expand the opportunities for “missing middle housing,” lot size and density review, and residential design standards. Other considerations include a construction excise tax to fund affordable housing initiatives, a review of system development charges, and incentivizing the construction of Accessory Dwelling Units.

The city anticipates that, if the right mix of code changes and development incentives are paired, new development and growth will occur in the city’s downtown and surrounding neighborhoods, thus supporting the city’s goal of revitalizing its urban core. More efficient land utilization and site design, parking standard reduction or alternatives, and infill and mixed-use and mixed-income developments will increase housing options, increase economic opportunity and make Medford an even more “fabulous place to live, work, and play” (the city’s vision statement). Promoting more mixed-use neighborhood centers where people can walk, bike, and take transit and access services, will support other efforts to improve land development patterns in a way that will, on a larger city and region-wide scale, utilize land more efficiently by reducing the need for new urban infrastructure while reinvesting in existing vacant or under- developed sites.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manger. 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 housing advisory committee (HAC) composed of community members, and local government and state agency staff.

The role of the HAC is to review Project materials and advise on technical issues throughout the project. HAC members shall generally consist of representatives from the City of Medford, the housing industry, DLCD, and the Project consultant. Additional representatives from other affected agencies and organizations may serve as recommended by HAC members.

The HAC will meet on a regular basis to review technical analysis and recommendations prepared by Grantee and the consultant. Individual HAC 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.

The Project will not use a separate policy advisory committee. Instead, members of the HAC will be responsible for reviewing technical analysis with their respective planning commissions and elected officials. HAC members must also inform other Project participants (HAC, 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.

Consultant Role

The Project will use consultant services to perform technical analysis related to the project. The consultant is expected to perform the tasks listed in the work program. The consultant is expected to attend regular meetings of the TAC and to assist local planning staff in presentations to planning commissions and elected officials.

Project Meeting Materials

Grantee shall distribute meeting materials electronically to project committee members at least five (5) days 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 is May 31, 2019.

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 Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

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.
7. Grantee will 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.
8. Grantee will complete the following by May 1, 2018:
 - 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 GAC or other committee formed to carry out work on this Agreement.
 - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. 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.
10. 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, or the online equivalent. 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 or the online equivalent.

11. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
12. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCDC Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCDC if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.
13. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft and shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product.
14. 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.
15. Grantee will consult with the DLCDC Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
16. Grantee will not 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).
17. 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.
18. 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).
19. 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.
20. 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. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.

21. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD 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.

Timeline: By the dates specified in those requirements.

Pre-task report budget: \$0

Task 1: Housing Code Amendments

This task will result in identification of code amendments to pursue from the priority list created by the HAC and recommendations from the Regional Housing Strategy document. The Grantee, with consultant assistance, will:

- Research code topics and identify best practices in other Oregon cities and nationwide; review the state's model code for examples
- Incorporate changes into the city's Land Development Code
- Review the code changes with the HAC, Planning Commission and City Council as appropriate based on the subject matter
- Finalize the draft document that identifies the proposed code changes

Product: Hearings-ready draft code amendments to allow needed housing

Timeline: Project start through December 2018

Task 1 budget: \$20,000

Task 2: Economic/incentive program

This task will identify economic/incentive programs to target from a priority list (examples may include SDC reductions, incentives for the construction of Accessory Dwelling Units, or fee-in-lieu options for affordable housing). The Grantee, with consultant assistance, will:

- Research other cities who implement such programs; contact staff in other jurisdictions to discuss how the program works (benefits vs. challenges)
- Draft proposal to implement program
- Review program with city council

- Finalize the document for adoption

Product: Hearings-ready draft economic/incentive program to encourage needed housing

Timeline: Project start through November 2018

Task 2 budget: \$20,000

Task 3 – Adoption

Code amendments and economic/incentive programs will be brought forward to the City Council for adoption.

Submit 35-day notice. Prepare and submit hearings-ready Products from Task 1 and 2 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and at least 35 days before first evidentiary hearing. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send Task 1 and 2 Product(s) in a digital media format to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment E, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

Submit Notice of Adoption. Prepare and submit signed ordinance(s) adopting the Products from Tasks 1 and 2 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, according to the instructions on the form. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send the notice on digital media to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation.

Products:

- a. Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and the draft code amendments and economic/incentive program
- b. Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, and signed ordinances, any findings, and the participation list

Timeline: December through March 2019

Task 3 budget: \$0

Payment

Reimbursement of **up to \$40,000** upon submittal of Product(s) listed in Tasks 1 and 2. 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 31, 2019**.

Budget Summary

Task 1 – Housing code amendments	\$20,000
Task 2 – Economic/incentive program	\$20,000
Task 3 – Adoption	\$0
TOTAL	\$ 40,000

DLCD TA Grant Agreement
Contact Information

For questions regarding your grant, please contact:

Grant Manager:

Josh LeBombard
Southern Oregon Regional Solutions Center
100 East Main Street, Suite A
Medford, Oregon 97501

Mobile: 541-414-7932

E-mail: josh.lebombard@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

Payment requests should be sent to:

Grants Administrative Specialist

Tabatha Hoge
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

Attachment C

Department of Land Conservation and Development (DLCD) 2017-2019 Request for Interim Reimbursement / Final Closeout

Grantee Name City of Medford		Grant No. assigned by DLCD TA-19-173	Final Reimbursement Yes No
Grant Agreement Start Date From: Execution	Project End Date To: May 31, 2019	Period covered by this Reimbursement From:	Period covered by this Reimbursement To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
		This Reimbursement	
Transactions	Previously Reported		Cumulative
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
5. Total (add lines 1-4)			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
10. Total (add lines 6-9)			
11. Reimbursement requested (from line 5)	DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE
12. <u>Certification</u> : 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 reimbursement.			
13. Typed or Printed Name and Title		14. Address where reimbursement is to be sent	
15. Signature of Authorized Certifying Official		16. Date Reimbursement Submitted	

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

<u>DLCD CERTIFICATION</u>			
I certify 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 reimbursement 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 reimbursement in the amount of \$_____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**Department of Land Conservation and Development
2017-2019 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. 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 reimbursement 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 Reimbursement box, highlight or circle “No” for interim reimbursements and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this reimbursement” 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 reimbursement 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 Reimbursement 1. If the request is for a second or later interim reimbursement or final closeout, enter the sum of previous reimbursements in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Reimbursement”** column – captures and identifies expenditures for the products that are currently being submitted for review and reimbursement.
- **“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 Reimbursement” 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 Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 “DLCD Grant Expenditures This Reimbursement” 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 reimbursement 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 reimbursement 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 reimbursement schedule as identified in the Grant Agreement when submitting a request for reimbursement 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, or (2) via the DLCD FTP site (contact Grants Administrative Specialist for instructions) 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

DLCD FORM 1



NOTICE OF A PROPOSED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing. (See OAR 660-018-0020 for a post-acknowledgment plan amendment and OAR 660-025-0080 for a periodic review task). The rules require that the notice include a completed copy of this form.

Jurisdiction:

Grant No.:

Local file no.:

Please check the type of change that best describes the proposal:

- Urban growth boundary (UGB) amendment including more than 50 acres, by a city with a population greater than 2,500 within the UGB
Urban growth boundary (UGB) amendment including equal to or less than 50 acres
UGB amendment over 100 acres by a metropolitan service district
Urban reserve designation or amendment including over 50 acres, by a city with a population greater than 2,500 within the UGB
Periodic review task - Task no.:
Any other change to a comp plan or land use regulation (e.g., a post-acknowledgement plan amendment)

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

Briefly summarize the proposal in plain language. Please identify all chapters of the plan or code proposed for amendment (maximum 500 characters):

Date of first evidentiary hearing:

Date of final hearing:

This is a revision to a previously submitted notice. Date of previous submittal:

Check all that apply:

- Comprehensive Plan text amendment(s)
Comprehensive Plan map amendment(s) - Change from to
Change from to
New or amended land use regulation
Zoning map amendment(s) - Change from to
Change from to
An exception to a statewide planning goal is proposed - goal(s) subject to exception:
Acres affected by map amendment:

Location of property, if applicable (site address and T, R, Sec., TL):

List affected state or federal agencies, local governments and special districts:

NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

1. Except under certain circumstances,¹ proposed amendments must be submitted to DLCD's Salem office at least 35 days before the first evidentiary hearing on the proposal. The 35 days begins the day of the postmark if mailed, or, if submitted by means other than US Postal Service, on the day DLCD receives the proposal in its Salem office. **DLCD will not confirm receipt of a Notice of a Proposed Change unless requested.**

2. A Notice of a Proposed Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of a Proposed Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of a Proposed Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 1 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here: <http://www.oregon.gov/LCD/forms.shtml>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to plan.amendments@state.or.us with the subject line "Notice of Proposed Amendment."

Submittals may also be uploaded to DLCD's FTP site at http://www.oregon.gov/LCD/Pages/papa_submittal.aspx.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 1 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of a Proposed Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0017 or plan.amendments@state.or.us.

6. **Text:** Submittal of a Notice of a Proposed Change for a comprehensive plan or land use regulation text amendment must include the text of the amendment and any other information necessary to advise DLCD of the effect of the proposal. "Text" means the specific language proposed to be amended, added to, or deleted from the currently acknowledged plan or land use regulation. A general description of the proposal is not adequate. The notice may be deemed incomplete without this documentation.

7. **Staff report:** Attach any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.

8. **Local hearing notice:** Attach the notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable.

9. **Maps:** Submittal of a proposed map amendment must include a map of the affected area showing existing and proposed plan and zone designations. A paper map must be legible if printed on 8½" x 11" paper. Include text regarding background, justification for the change, and the application if there was one accepted by the local government. A map by itself is not a complete notice.

10. **Goal exceptions:** Submittal of proposed amendments that involve a goal exception must include the proposed language of the exception.

¹ 660-018-0022 provides:

(1) When a local government determines that no goals, commission rules, or land use statutes apply to a particular proposed change, the notice of a proposed change is not required [a notice of adoption is still required, however]; and

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review such that the local government cannot submit the proposed change consistent with the 35-day deadline, the local government may submit the proposed change to the department as soon as practicable. The submittal must include a description of the emergency circumstances.

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0017 or e-mail plan.amendments@state.or.us.

Notice checklist. Include all that apply:

- Completed Form 1
- The text of the amendment (e.g., plan or code text changes, exception findings, justification for change)
- Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained
- A map of the affected area showing existing and proposed plan and zone designations
- A copy of the notice or a draft of the notice regarding a quasi-judicial land use hearing, if applicable
- Any other information necessary to advise DLCD of the effect of the proposal

DLCD FORM 2



NOTICE OF ADOPTED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of an adopted change to a comprehensive plan or land use regulation no more than 20 days after the adoption. (See OAR 660-018-0040). The rules require that the notice include a completed copy of this form. This notice form is not for submittal of a completed periodic review task or a plan amendment reviewed in the manner of periodic review. Use Form 4 for an adopted urban growth boundary including over 50 acres by a city with a population greater than 2,500 within the UGB or an urban growth boundary amendment over 100 acres adopted by a metropolitan service district. Use Form 5 for an adopted urban reserve designation, or amendment to add over 50 acres, by a city with a population greater than 2,500 within the UGB. Use Form 6 with submittal of an adopted periodic review task.

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

Was Notice of a Proposed Change (Form 1) submitted to DLCD?

- Yes: Date (use the date of last revision if a revised Form 1 was submitted):
No

Is the adopted change different from what was described in the Notice of Proposed Change? Yes No

If yes, describe how the adoption differs from the proposal:

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

Identify the sections of the plan that were added or amended and which statewide planning goals those sections implement, if any:

For a change to a comprehensive plan map:

Identify the former and new map designations and the area affected:

- Change from to . acres. A goal exception was required for this change.
Change from to . acres. A goal exception was required for this change.
Change from to . acres. A goal exception was required for this change.
Change from to . acres. A goal exception was required for this change.

Location of affected property (T, R, Sec., TL and address):

- The subject property is entirely within an urban growth boundary
The subject property is partially within an urban growth boundary

If the comprehensive plan map change is a UGB amendment including less than 50 acres and/or by a city with a population less than 2,500 in the urban area, indicate the number of acres of the former rural plan designation, by type, included in the boundary.

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

If the comprehensive plan map change is an urban reserve amendment including less than 50 acres, or establishment or amendment of an urban reserve by a city with a population less than 2,500 in the urban area, indicate the number of acres, by plan designation, included in the boundary.

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

For a change to the text of an ordinance or code:

Identify the sections of the ordinance or code that were added or amended by title and number:

For a change to a zoning map:

Identify the former and new base zone designations and the area affected:

Change from to . Acres:
Change from to . Acres:
Change from to . Acres:
Change from to . Acres:

Identify additions to or removal from an overlay zone designation and the area affected:

Overlay zone designation: . Acres added: . Acres removed:

Location of affected property (T, R, Sec., TL and address):

List affected state or federal agencies, local governments and special districts:

Identify supplemental information that is included because it may be useful to inform DLCD or members of the public of the effect of the actual change that has been submitted with this Notice of Adopted Change, if any. If the submittal, including supplementary materials, exceeds 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

1. A Notice of Adopted Change must be received by DLCD no later than 20 days after the ordinance(s) implementing the change has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) as provided in [ORS 197.615](#) and [OAR 660-018-0040](#).

2. A Notice of Adopted Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of Adopted Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of Adopted Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 2 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist
Dept. of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, OR 97301-2540

This form is available here: <http://www.oregon.gov/LCD/forms.shtml>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to plan.amendments@state.or.us with the subject line “Notice of Adopted Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at http://www.oregon.gov/LCD/Pages/papa_submittal.aspx.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 2 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of Adopted Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or.xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0017 or plan.amendments@state.or.us.

6. **Content:** An administrative rule lists required content of a submittal of an adopted change ([OAR 660-018-0040\(3\)](#)). By completing this form and including the materials listed in the checklist below, the notice will include the required contents.

Where the amendments or new land use regulations, including supplementary materials, exceed 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

7. Remember to notify persons who participated in the local proceedings and requested notice of the final decision. ([ORS 197.615](#))

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0017 or e-mail plan.amendments@state.or.us.

Notice checklist. Include all that apply:

- Completed Form 2
- A copy of the final decision (including the signed ordinance(s)). This must include city *and* county decisions for UGB and urban reserve adoptions
- The findings and the text of the change to the comprehensive plan or land use regulation
- If a comprehensive plan map or zoning map is created or altered by the proposed change:
 - A map showing the area changed and applicable designations, and
 - Electronic files containing geospatial data showing the area changed, as specified in [OAR 660-018-0040\(5\)](#), if applicable
- Any supplemental information that may be useful to inform DLCD or members of the public of the effect of the actual change

Regulatory Changes

	Strategy	High Priority	Medium Priority	Low Priority
1.	Minor Lot Partition reviewed as Director's Decision	×		
2.	Residential Design Standards with streamlined process	×		
3.	Review different ways to achieve density/adjust density numbers	×		
4.	Review lot sizes for Multi-family Residential	×		
5.	Allow cottage housing	×		
6.	Review duplex standards and where permitted/allow duplexes, triplexes, and 4-plexes in SFR zones	×		
7.	Increase building height in Multi-Family Residential zones	×		
8.	Reduce Parking Standards	×		
9.	Allow Residential Care Facilities in over 15 residents in the Multi-family Residential zones	×		
10.	Modify zone change locational criteria	×		
11.	Prioritize review of building permits for Affordable Housing projects	×		
12.	Allow pad lot development for Multi-family Residential	×		
13.	Modify Minimum Access Easement standards	×		
14.	Allow conversion of Single Family Residential in commercial zones to easily convert back and forth from residential to commercial uses	×		
15.	Expand where Accessory Dwelling Units are permitted		×	
16.	Build in flexibility for site design and lot layout (allow minor adjustments)		×	
17.	Density bonus to avoid closure of mobile home parks			×
18.	Allow pre-fabricated small or tiny homes with standards			×
19.	Residential Street Design Standards			×

Economic Incentive Programs

	Strategy	High Priority	Medium Priority	Low Priority
1.	Construction Excise Tax	× February 2018		
2.	Multi-Unit Property Tax Exemption	×		
3.	Establish a Housing Advisory Committee	× May 2018		
4.	System Development Charges Deferral and/or Exemption Program	× May 2018		
5.	Finance Permit Fees (Building Permit and SDCs)	×		
6.	Incentivize construction of Accessory Dwelling Units (ADU)	×		
7.	Amend and promote the Vertical Housing Tax Credit Program	×		
8.	Incentivize Mixed Use Development (exempt SDCs for residential units above commercial)	×		
9.	Identify and use all relevant Federal and State housing programs	×		
10.	Local investment pool		×	
11.	HOME Investment Partnership Program		×	
12.	Revolving Loan Fund		×	
13.	Establish a Community Development Foundation		×	
14.	Final Plat Escrow Account		×	
15.	Density Transfers			×
16.	Fund Exchange Program			×
17.	Brownfield Redevelopment			×