

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2019-2021 TECHNICAL ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: December 30, 2019	
Grantee City of Springfield 225 5 th Street Springfield, Oregon 97477	Grant No. TA-21-203
Project Title: Local Wetland & Riparian Inventories & Assessments for Urban Growth Boundary (UGB) Expansion Areas	
Grantee Representative Sandy Belson, Comprehensive Planning Manager 541.736.7135 sbelson@springfield-or.gov	DLCD Grant Manager Patrick Wingard, Southern Willamette Valley Regional Representative 541.393.7675 patrick.wingard@state.or.us
GRANT AMOUNT: \$51,500	CLOSING DATE: May 31, 2021
Last day to amend agreement: March 3, 2021	

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. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by January 31, 2020 (Project Requirement 7)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 6)

Task 1 – Community Engagement Plan

Task 2 – Wetland and Riparian Area Inventory and Assessment

Task 3 – Develop Protection Measures

Task 4 – Prepare Adoption-Ready Inventory and Assessment and Policy Language

Task 5 – Adopt Plan Amendments

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
2019-2021 TECHNICAL ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-21-203

City of Springfield - C2515

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 Springfield**, 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 **\$51,500** (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 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.

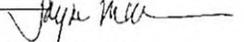
Grantee: City of Springfield

Grant No. TA-21-203

Print Name of Authorized Official For the Grantee <i>Mary Bridget Smith</i>	Title City Manager, Pro Tem	Date January 28, 2020
Signature of Authorized Official For the Grantee 		

REVIEWED & APPROVED
AS TO FORM
Kristina Kraag
DATE: 1/27/2020
SPRINGFIELD CITY ATTORNEY'S OFFICE

Reviewed by City Contract Officer



Date 1/24/2020

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 		1/30/2020

PROJECT PURPOSE STATEMENT

City of Springfield Local Wetland & Riparian Inventories & Assessments for Urban Growth Boundary (UGB) Expansion Areas

Springfield is currently home to 61,000 residents and part of the larger Eugene-Springfield metropolitan area with 230,000 residents and growing. Springfield officials recognize natural areas as critical assets to sustaining healthy communities. This project is critical to informing thoughtful growth in areas rich with natural resources. The possibility of this project could not be timelier. With the recently acknowledged expansion of Springfield’s Urban Growth Boundary (UGB) (acknowledged March 2019), Springfield has the opportunity to take a holistic look at these urbanizable areas and plan for multiple functions and places that fulfill a variety of needs, particularly in the north Gateway and Mill Race expansion areas given their designation as large employment sites suitable for accommodating Springfield’s target industries. The city’s Commercial & Industrial Buildable Land Inventory and Economic Opportunities Analysis (2015) identified this deficiency. Property owners in the North Gateway area in particular are anxious to develop their properties, but recognize the need to first update the Springfield Natural Resources Inventory, including adoption of a list of significant resource sites in accordance with Statewide Planning Goal 5 and administrative rules.

As a function of this grant award, Springfield will conduct Local Wetland and Riparian Inventories and Assessments within the North Gateway and Mill Race UGB expansion areas. These areas are designated for future employment uses. Natural Resource, Land Use, and Economic Development plans and programs will incorporate the results of the inventories and assessments.

The overall purpose of the project is to inventory and assess the local wetlands and riparian areas within Springfield’s two UGB expansion areas. This work will assist in achieving the following goals:

1. Meet a planning requirement leading to ultimate urbanization of the designated employment areas
2. Provide some certainty for developers by making development decisions predictable
3. Promote a healthy, safe and clean community while enhancing, protecting, and making wise use of natural resources.

The project will directly address the wetland and riparian requirements of Statewide Planning Goal 5 - Natural Resources, Scenic and Historic Areas, and Open Spaces requirements for the expansion areas. Information generated from the inventory and assessment will also provide opportunities to coordinate with and enhance Springfield’s work toward achieving Goal 6 – Air, Water and Land Resources Quality; Goal 7 – Areas Subject to Natural Hazards; Goal 8 – Recreation Needs policy and programming; and Goal 9 – Economic Development.

The aforementioned goals will accomplish the following objectives:

Objective 1: Conduct local wetland and riparian area inventory and assessment by applying Oregon Freshwater Wetland Assessment Methodology (OFWAM) for significance determination.

Objective 2: Apply Wetland Assessment for Planning in Oregon (WAPO) methodology to a subset of wetlands to “beta test” WAPO tools and compare WAPO results to OFWAM results.

Objective 3: Develop resource protection policy options for consideration.

Objective 4: Select resource protection measures, develop, and adopt relevant comprehensive plan amendments.

The intended outcome of the inventories and resultant policies is to broaden, improve, and diversify the Springfield economy while maintaining or enhancing environmental quality and natural heritage. Springfield and Lane County co-adopted Springfield’s UGB expansion areas to meet Springfield’s economic/employment needs while including areas with substantial natural resources that have potential to serve as public assets (e.g., new areas designated Public Land & Open Space and areas within the floodplain). Careful consideration and integration of natural resource goals and objectives into these and related efforts is a critical first step to conserve the ecological health of these finite natural resources, to effectively implement economic policies identified in the Springfield Comprehensive Plan, and to create additional employment opportunities that provide adequate wages to support households

For example, Economic Policy #26 of the Springfield Comprehensive Plan states: “Develop and apply new development standards to lands added to the Springfield UGB prior to annexation and development to ensure that new development contributes to a healthy, safe, and clean community while enhancing, protecting and making wise use of natural resources.” Ultimately, the project will provide predictability to development, streamline the permit review process, and support principles that are at the foundation of our livelihoods—protecting the natural resources upon which we depend, particularly should the need for a Goal 5 Economic, Social, Environmental and Energy Consequences (ESEE) analysis be identified and satisfied.

PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCDD 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 develop and implement a Community Engagement Plan (CEP) in conjunction with the Springfield Planning Commission. The Planning Commission in its role as the Committee for Citizen Involvement will ensure that there are adequate opportunities for public involvement. The Planning Commission will also review Project materials, advise on technical and policy issues, and ultimately provide a recommendation to the City Council. As appropriate, staff from Lane County, Lane Council of Governments (LCOG), DLCDD, and Department of State Lands will join City staff at Planning Commission and City Council Project meetings. The Project will not employ a formal technical advisory committee or project advisory committee.

Agency Role

DLCDD will provide financial, administrative and technical assistance to the Project.

Consultant Role

The Project will employ LCOG consultant services to perform technical analyses related to Task 2 (Wetland & Riparian Area Inventory & Assessment), Task 3 (Develop Protection Measures), and Task 4 (Prepare Adoption-Ready Inventory & Assessment & Policy Language)). LCOG staff will assist in

presentations to the public, and may provide assistance in presentations to the Planning Commission and elected officials.

The Project will use a wetland consultant to jointly complete Task 2 (Wetland & Riparian Area Inventory & Assessment). The wetland consultant will mainly focus on Project Tasks 2.4 and 2.5. Task 2.4 includes a local wetland and riparian inventory and Oregon Freshwater Wetland Assessment Methodology (OFWAM) evaluation. Task 2.5 includes application of the Wetland Assessment for Planning in Oregon (WAPO) methodology to four wetland areas within the study area. The wetland consultant may attend one or more public meetings depending on particular subject matter to be presented at each meeting.

Project Meeting Materials

Written Project documents or memoranda prepared by the Consultant shall be provided to Grantee in digital format at least one week prior to any scheduled meeting with the general public and/or property owners. Consultant shall provide documents for Planning Commission and Council meetings at least twelve (12) days prior to the meeting date.

Grantee or its designee shall prepare and distribute meeting agendas and summaries for each public meeting focused on the Project.

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, 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 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 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 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 provide a legible copy of the signed agreement(s) between the jurisdiction and the contractor(s) no later than three business days after both parties have signed the agreement(s).
7. Grantee will complete the following by January 31, 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. Current roster of the Springfield Planning Commission to carry out work on this Agreement.
8. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
9. 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.
10. 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.
11. 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 May 31, 2021 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 May 31, 2021 Project End Date.
12. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report in detailing why the product was not adopted and a timeframe for the future adoption of the product.
13. Any notice issued by Grantee under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.

14. Any notice issued by Grantee under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
15. Grantee will coordinate and provide notice to DLCD, Lane County, and any other agencies and organizations, as appropriate, for Project meetings, workshops, work sessions, and hearings to develop, review, or approve products prepared under this Agreement.
16. Grantee will consult with the DLCD Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
17. Grantee will submit a written status report quarterly and at the request of the DLCD Grant Manager at any time outside of the reimbursement schedule in addition to the reports required in section 5 of this Agreement or submitted with Attachment C. Quarterly reports shall be submitted in, June 2020, September 2020, December 2020 (or with interim reimbursement), and March 2021.
18. 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.
19. 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.

GIS Requirements

20. 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).
21. 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.
22. DLCD 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.
23. 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 Lane County Council of Governments contract in Project Requirement 6 and the report in Project Requirement 7 in this Project Description and Budget will be submitted.

Timeline: By January 31, 2020

Pre-task report budget: \$0

Task 1: Community Engagement Plan

City staff will develop public involvement options for the Planning Commission in its role as the Committee for Citizen Involvement (CCI) to consider. The CCI will approve a Community Engagement Plan (CEP) for the project. City staff, supported by Lane Council of Governments (LCOG) and consultants, will implement the CEP.

Task 1 Product: Approved Community Engagement Plan

Task 1 timeline: February 1, 2020 to May 31, 2021

Task 1 budget: \$0

Task 2: Wetland and Riparian Area Inventory and Assessment

LCOG will jointly complete this task alongside a wetland consultant with management by the City. The wetland and riparian inventory and assessment will be completed following OAR 660-023 and OAR 141-86-180 through 141-86-240; and OAR 141-86-300 through 141-86-350. Sub-tasks include the following:

Task Elements (aka, Sub-Tasks)

2.1 - Coordinate base map and field map production with Springfield GIS staff. (January – March, 2020)

2.1.a - Using the Statewide Wetlands Inventory and other inventory data as listed OAR 141-086-0210, within the study area identify tax lots or other portions thereof that are not developed and have potential wetlands and/or riparian corridors. Tax lot identification methods used will include air photos, hydric soils and soils with hydric components, waterways, National Wetlands Inventory, FEMA floodplain and floodway, and any prior wetland and riparian area inventory and assessment data for the expansion areas.

2.1.b - Using DSL files, integrate property where wetland determinations or delineations have been completed.

2.1.c - With assistance from Springfield GIS staff, finalize digital and hard copy base maps showing all potential wetland and riparian areas needing verification by field or other methods.

2.2 - Develop wetland and riparian area consultant criteria, gather bids, select, and generate contract with consultant. (March – May, 2020)

P1 - Interim Payment

Reimbursement **up to \$8200** upon submittal of pre-task reports and the Product(s) listed in Tasks 1–2.2. Submit Products 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.

2.3 - Initiate public information and landowner notification. (July – September, 2020)

2.3.a - LCOG to generate and maintain list of properties with potential wetlands and riparian areas where property access is desired.

2.3.b - LCOG will draft letter for Springfield to mail to property owners. LCOG will respond to property owner inquiries through phone or meetings.

2.3.c - Prepare and print meeting materials such as handouts, wall maps, diagrams, etc.

2.3.d - Provide a drop-in session for the public regarding wetland and riparian inventory uses and benefits, what wetlands are, and how they function, and the extent of riparian areas. Answer questions and encourage property owners that property access permission be granted.

2.4 - Conduct local wetland and riparian inventory and Oregon Freshwater Wetland Assessment Methodology (OFWAM) assessment. The wetland consultant will conduct the majority of this sub-task unless otherwise noted below. City will serve in coordination and review capacities. LCOG will also review the results and develop a cross-program analysis map incorporating drinking water, sensitive species, groundwater and other layers. (October 2020 – January 2021)

2.4.a - Where property access is granted, field map wetland boundaries and riparian areas and if property access is denied, inventory wetlands and riparian areas using the off-site methods. Rectify on base maps.

2.4.b - Confirm proposed wetland unit divisions with DSL.

2.4.c - Evaluate the functions and condition of wetlands (OFWAM) and riparian areas. Prepare lists of significant wetlands, code significant wetlands on inventory maps, digital maps database, and wetland unit summary sheets. Provide report including inventory, assessments, significance determinations, and digital data sets to City.

2.4.d - Digitize wetland and riparian vegetation boundaries/corridor over property owner base map. Digitized wetlands will include those identified during this inventory process, and those that are on file with the DSL as completed and approved determinations and delineations. Provide a geodatabase of wetland and riparian vegetation polygon layer and riparian linear features in ESRI format, consistent with DSL's Local Wetland Inventory (LWI) GIS specifications as listed at:

https://www.oregon.gov/dsl/WW/Documents/LWI_GIS_Data_Description.pdf

2.4.e - Develop draft inventory report and maps that describe inventories and assessment findings and methodologies; field inventory work including data, wetland summary sheets, assessment sheets, and documentation of OFWAM and riparian assessment. Provide report including inventory, assessments, significance determinations, and digital data sets to City.

2.4.f - Submit a copy of the draft report to the Springfield staff for review and coordination with DSL for review and comment. If needed, work with DSL to respond to and integrate review revisions into draft.

2.5 - In addition to the OFWAM methodology applied under Sub-Task 2.4, the wetlands consultant will apply the Wetland Assessment for Planning in Oregon (WAPO) methodology to four wetlands as collectively determined by LCOG, the City of Springfield, and the wetlands consultant. (November 2020 – January 2021)

2.5.a - The consultant, in consultation with LCOG and DSL, will utilize WAPO resources and protocols to complete the four assessments from data entry to data delivery to summative report.

2.5.b - LCOG will utilize the WAPO assessments to beta test WAPO visualization tools and local wetland significance determination using WAPO outcomes. LCOG will provide a report of findings.

2.5.c - Identify any wetlands with enhancement opportunity that could be used to mitigate impacts of development on wetlands classified as non-significant wetlands.

2.6 - Coordinate property owner information regarding wetland and riparian areas for public meeting. (February – March, 2021)

2.6.a - Develop a letter/flyer to identified landowners to provide information on the wetlands and riparian inventories including information on the draft inventory report, assessment data, and determination of significance.

2.6.b - Prepare letter for Springfield to mail to affected property owners. LCOG will be listed as contact entity in the letter.

2.6.c - Respond to property owner inquiries through phone or meetings.

2.6.d - Prepare materials for, attend, and be available to answer questions about the wetland and riparian inventory results at public meeting.

2.7 - Revise and finalize inventory and/or assessment based on review and input from DSL, Springfield staff, field review, or other sources. Submit final report to DSL for review and approval.

2.8 - Upon approval of Local Wetland Inventory (LWI) by DSL, mail notice to landowners of record whose lot contains or abuts a mapped or probable wetland within 120 days of DSL approval date.

Task 2 Products:

- 2-1: Base maps and list of properties to inventory
- 2-2: Signed wetland consultant contract
- 2-3: Draft and Final Local Wetland Inventory (LWI)
- 2-4: Draft and Final Riparian Area Inventories

Task 2 timeline: February 1, 2020 to February 28, 2021

Task 2 budget: \$26,320

Task 3: Develop Protection Measures

Task Elements (aka, Sub-Tasks)

3.1 - Outline Goal 5 options for consideration including the pros and cons of the Standard (ESEE analysis) or Safe Harbor approach. Describe and map protection measures of inventoried wetland and riparian resources using Goal 5 Safe Harbors.

3.2 - Review and describe through narrative and maps potential protection mechanisms under Goal 6.

3.3 - Review and describe existing protection mechanisms for water resources within Springfield and work with Springfield staff and DSL to determine if any of the identified resources should undergo a Standard process ESEE analysis to determine appropriate protection measures.

3.4 - Provide a memorandum (Tech. Memo #1) describing potential protection mechanisms to share with the public and elected officials.

3.5 - Tech Memo #2 comparison of OFWAM and WAPO results for a subset of wetlands.

3.6 - Conduct ESEE analysis if and where deemed appropriate (Tech. Memo #3).

Task 3 Products:

3-1: Technical Memorandum #1 – Resource protection options identified, analyzed (cross program relationships), and considered for decision

3-2: Technical Memorandum #2 – Comparison of OFWAM and WAPO results for subset of wetlands

Optional 3-3: Technical Memorandum #3 – ESEE analysis

Task 3 timeline: October 1, 2020 to February 28, 2021

Task 3 budget: \$15,800

Task 4: Prepare Adoption-Ready Inventory and Assessment and Policy Language

Task Elements (aka, Sub-Tasks)

4.1 - Determine how to integrate results into Natural Resource, Land Use, and Economic Development Plans and Programs.

4.2 - Prepare staff report, draft findings of fact, and plan amendments for inclusion of the riparian and wetland inventory into applicable City plans and/or policies.

Task 4 Products:

4-1: Action Plan identifying how the City will incorporate results into Natural Resource, Land Use, and Economic Development plans and programs

4-2: Draft staff report, findings of fact, and plan amendment(s)

Task 4 timeline: March 1, 2021 to March 30, 2021

Task 4 budget: \$8,880

Task 5: Adopt Plan Amendments

City of Springfield and Lane County to co-adopt plan amendments associated with the inventory and assessment.

Task Elements (aka, Sub-Tasks)

5.1 - Prepare and send notice of public hearings. Prepare and submit Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land use Regulation, at least 35 days before first evidentiary hearing. Send Attachment D and Task 4 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 D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

5.2 - Hold joint Work Session(s)/Public Hearing(s) with Springfield and Lane County Planning Commissions.

5.3 - Revise plan amendments and findings of compliance with Statewide Planning Goals based on public input and Planning Commission action.

5.4 - Hold joint Work Session(s)/Public Hearing(s) with Springfield City Council and Lane County Board of Commissioners with updated staff reports and record.

5.5 - Finalize plan amendments and findings based on Council and Board direction and adopt ordinance amending the Comprehensive Plan amendments.

5.6 - Send notice of ordinance adoption. Prepare and submit Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, with the signed ordinance according to the instructions on the form. Submit 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.

Task 5 Product:

5-1: Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and the draft staff report, findings of fact, and plan amendments for inclusion of the riparian and wetland inventory into applicable City plans and/or policies.

5-2: Ordinance adopting plan amendments to incorporate updated Local Wetland and Riparian Area Inventory and Assessment

5-3: Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, and signed ordinances, any findings, and the public hearings participation list.

Submit 35-day notice. Prepare and submit hearings-ready Products from Task 5 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 3 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 D, 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 Task 5 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.

Task 5 timeline: April 1, 2021 to May 31, 2021

Task 5 budget: \$500

FP – Final Payment

Reimbursement of **up to \$43,300** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 2.3-5.6. 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, 2021.**

Budget Summary

Task 1 – Community Engagement Plan	\$0
Task 2 – Wetland and Riparian Area Inventory and Assessment	\$26,320
Task 3 – Develop Protection Measures	\$15,800
Task 4 – Prepare Adoption-Ready Inventory and Assessment & Policy Language	\$8,880
Task 5 – Adopt Plan Amendments	\$500
TOTAL	\$51,500

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Patrick Wingard
South Valley Regional Solutions Center
1715 Franklin Blvd, Room 221
Eugene, OR 97403

Office/Mobile: 541-393-7675
E-mail: patrick.wingard@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

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

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

Grantee Name City of Springfield		Grant No. assigned by DLCD TA-21-203	Final Payment Yes No
Grant Agreement Start Date From: Execution	Grant Agreement Close Date To: May 31, 2021	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>
Transactions	Previously Reported	This Payment	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. Payment requested (from line 5)	DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE
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.			
13. Typed or Printed Name and Title		14. Address where payment is to be sent City of Springfield – Accounts Receivable – C2515 225 5 th Street Springfield, OR 97477	
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

<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 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	
BATCH #	DATE	VOUCHER#	DATE
PCA#	OBJECT #	VENDOR #	AMOUNT

**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. 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, 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

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 503-934-0000 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 503-934-0000 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 503-934-0000 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 503-934-0000 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