

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT  
**2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT**



<b>AGREEMENT COVER SHEET</b>	
<b>This cover sheet is informational and not a part of the agreement</b>	
<b>Offer Date:</b> November 5, 2021	
<b>Grantee</b> City of Portland 1900 SW Fourth Avenue, Suite 7100 Portland, Oregon 97201	<b>Grant No.</b> HA-23-181
<b>Project Title:</b> Portland Housing Needs Analysis – Growth Allocation Model	
<b>Grantee Representative</b> Tom Armstrong, Supervising Planner 503-823-3527 <a href="mailto:tom.armstrong@portlandoregon.gov">tom.armstrong@portlandoregon.gov</a>	<b>DLCD Grant Manager</b> Anne Debbaut 503-804-0902 <a href="mailto:anne.debbaut@dlcd.oregon.gov">anne.debbaut@dlcd.oregon.gov</a>
<b>GRANT AMOUNT:</b> \$75,000	<b>CLOSING DATE:</b> May 31, 2023
<b>Last day to amend agreement:</b> March 1, 2023	

**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 within 30 days of the executed agreement (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: Existing Housing Inventory

Task 2: 2045 Household Forecast

Task 3: Growth Allocation Model

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  
2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT  
**AGREEMENT**

**DLCD Grant Number:** HA-23-181

**City of Portland**

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 Portland**, 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 **\$75,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

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

**6. Disbursement and Recovery of Grant Funds.**

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

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

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

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

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

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

## 12. Indemnity.

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

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

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

**14. Termination:**

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

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

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

**Grantee:** City of Portland

**Grant No.** HA-23-181

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



**PROJECT PURPOSE STATEMENT**

House Bill 2003 – Housing Needs Analysis

The goal of this project to continue the technical analysis needed to support a robust public process for a Housing Needs Analysis update.

This project also will build on the City of Portland previous grant supported project to update residential Buildable Land Inventory (BLI) model to better incorporate development feasibility into our redevelopment analysis.

The primary objective of this project is to prepare a growth allocation model that will allocate forecasted demand to the available housing supply, which is a combination of existing housing stock and future development capacity. The project has three main tasks:

- Task 1. Existing Housing Inventory – determine the housing type, affordability level and geography.
- Task 2. Future 2045 Household Types – utilize Metro’s regional forecast allocation to determine future mix of household types by income and size (persons per households, with children).
- Task 3. Growth Allocation Model – create a model to allocate future residential development, in terms of housing types, locations, and income/affordability levels, based on expected development or utilization of the residential development capacity.

**PROJECT OVERVIEW AND MANAGEMENT**

Overall management of the Project will be the responsibility of the Grantee and assisted by the DLCD 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***

BPS will convene a Technical Advisory Committee to review and comment on the deliverables. Invited members will include other BPS staff, Portland Housing Bureau, Metro, and DLCD.

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

***Agency Role***

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

### ***Consultant Role***

The Project will use consultant services to advise on methodology and some components of analysis required for The City of Portland Housing Needs Analysis. 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***

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

Grantee shall prepare meeting agendas and summaries for each TAC meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working 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, 2023.

### ***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 DLCD 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 DLCD 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 within 30 days of the executed agreement:
  - a. Identify the name and e-mail address of those persons who will be completing the project.
  - b. Identify the name, and e-mail address of those persons who are members of the PAC or other committee formed to carry out work on this Agreement.
9. 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.
10. Any final product that amends the comprehensive plan or development code 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.
11. Any final draft product that amends the comprehensive plan or development code (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.
12. 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.
13. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
14. Grantee will coordinate and provide notice to DLCD, Portland Housing Bureau, Metro, and any other agencies and organizations listed, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
15. Grantee will consult with the DLCD Grant Manager, Portland Housing Bureau, and Metro, in the development of Products and provide an opportunity for timely review of all draft Products.
16. Grantee will submit a written status report quarterly and at the request of the DLCD Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C. Quarterly reports shall be submitted in, June 2022, September 2022, December 2022 (or with interim payment), and March 2023.

17. DLCDC will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCDC Grant Manager.
18. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
19. 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).
20. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

### ***GIS Requirements***

21. 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).
22. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx>, "Oregon GIS Data Standards 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.
23. DLCDC may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
24. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

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

### **Pre-Task Submittals**

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

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

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

### **Task 1: Existing Housing Inventory**

The purpose of this task is to determine the base supply – the housing type, affordability level and geography.

- 1.1 Draft Inventory. BPS will compile data from different sources – County Assessor, Census Bureau, CoStar, Metro, development permits – to create an inventory that characterizes the existing 315,000 housing units by type, affordability level and location/geography.
- 1.2 Technical Advisory Committee (TAC). BPS will convene a Technical Advisory Committee to review and comment on the draft inventory methodology. Invited members will include BPS, Portland Housing Bureau, Metro, and DLCDC.
- 1.3 Inventory Report. Based on comments from the TAC, BPS will revise the existing housing inventory and publish a report.

***Task 1 Products:*** Existing Housing Inventory Report

***Task 1 timeline:*** November 8, 2021 to February 1, 2022

***Task 1 budget:*** \$25,000

### **Task 2: 2045 Household Forecast**

The purpose of this task is to allocate the Metro 2045 regional growth forecast into components based on household size and income in order to compare to future housing types.

- 2.1 Demographic Trends. BPS will analyze the Metro regional growth forecasts and recent demographic trends to build a model to characterize future households in terms of income levels and size.
- 2.2 Technical Advisory Committee. BPS will convene the TAC to review the demographic trends and methodology for determining the characteristics of Portland's 2045 households.
- 2.3 2045 Household Forecast. Based on comments from the TAC, BPS will revise the methodology and create a 2045 household forecast.

***Task 2 Products:*** 2045 Household Forecast

***Task 2 timeline:*** January 1, 2022 to March 1, 2022

***Task 2 budget:*** \$25,000

**P1 – Interim Payment**

Reimbursement **up to \$ 50,000** upon submittal of pre-task reports and the Product(s) listed in Tasks 1– Task 2. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

**Task 3: Growth Allocation Model**

The purpose of this task is to create a model to allocate future residential development, in terms of housing types, locations, and income/affordability levels, based on expected development or utilization of the residential development capacity. The challenge is to predict what types of housing will be developed in zones that allow a range of housing types.

- 3.1 Draft Growth Allocation Method. BPS will review the current methodology, the mix of housing types based on recent development trends, and economic feasibility (some housing types are more profitable than others).
- 3.2 Technical Advisory Committee. BPS will convene the TAC to review the draft model methodology.
- 3.3 Growth Allocation Model. BPS will revise the methodology based on the TAC comments and prepare an initial run of the growth allocation that is characterized by housing types and affordability levels by geography.

**Task 3 Products:** Growth Allocation Model with initial growth allocation

**Task 3 timeline:** March 1, 2022 to June 1, 2022

**Task 3 budget:** \$25,000

**FP – Final Payment**

Reimbursement of **up to \$25,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Task 3. 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, 2023**.

**Budget Summary**

Task 1 – Existing Housing Inventory	\$25,000
Task 2 – 2045 Household Forecast	\$25,000
Task 3 – Growth Allocation Model	\$25,000
<b>TOTAL</b>	<b>\$75,000</b>

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

Anne Debbaut  
Portland Regional Solution Center  
1600 SW Fourth Avenue, Suite 109  
Portland, Oregon 97201

Mobile: 503-804-0902

E-mail: [anne.debbaut@dlcd.oregon.gov](mailto:anne.debbaut@dlcd.oregon.gov)

**Housing Team Support Staff:**

Samuel Garcia  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, OR 97301

Office: 971-375-5970

Email: [samuel.d.garcia@dlcd.oregon.gov](mailto:samuel.d.garcia@dlcd.oregon.gov)

OR

**Grant Program Manager:**

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

Office: 503-856-6935

E-mail: [gordon.howard@dlcd.oregon.gov](mailto:gordon.howard@dlcd.oregon.gov)

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: 971-345-1987

E-mail: [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov)

**Department of Land Conservation and Development (DLCD)  
2021-2023 Request for Interim Reimbursement / Final Closeout**

Grantee Name <b>City of Portland</b>		Grant No. assigned by DLCD <b>HA-23-181</b>		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: <b>May 31, 2023</b>		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
<b>Transactions</b>		<b>Previously Reported</b>		<b>This Payment</b>	
				<b>Cumulative</b>	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. <b>Total (add lines 1-4)</b>					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. <b>Total (add lines 6-9)</b>					
11. <b>Payment requested (from line 5)</b>		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
12. <b>Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.</b>					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

**Do Not Write Below This Line**

**FOR DLCD USE ONLY**

**Do Not Write Below This Line**

<b><u>DLCD CERTIFICATION</u></b>			
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	
<b>BATCH #</b>	<b>DATE</b>	<b>VOUCHER#</b>	<b>DATE</b>
<b>PCA#</b>	<b>OBJECT #</b>	<b>VENDOR #</b>	<b>AMOUNT</b>



**Department of Land Conservation and Development  
2021-2023 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@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov). 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@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov), or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-345-1987) 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



NOTICE OF A PROPOSED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION FORM 1

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.

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
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

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1. Except under certain circumstances,<sup>1</sup> 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:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendment@dlcd.oregon.gov](mailto:plan.amendment@dlcd.oregon.gov) with the subject line “Notice of Proposed Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at <http://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.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@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

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.

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<sup>1</sup> 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@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

**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):

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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

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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:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov) with the subject line “Notice of Adopted Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at

<https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.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@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

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](#))

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**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@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

## **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.