

183621

**EXHIBIT A**  
**Grant Award Notice**

183621



# Oregon

Theodore R. Kulongoski, Governor

## Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2524

Phone: (503) 373-0050

First Floor/Coastal Fax: (503) 378-6033

Second Floor/Director's Office Fax: (503) 378-5518

Third Floor/Measure 37 Fax: (503) 378-5318

Web Address: <http://www.oregon.gov/LCD>



December 31, 2009

RECEIVED  
PLANNING BUREAU

2009 DEC 35 A 9 38

Sam Adams, Mayor  
City of Portland  
1221 SW 4th Ave, Room 340,  
Portland, OR 97204

**Re: Notice of DLCD Periodic Review grant award**

Dear Mayor Adams,

I am pleased to offer the City of Portland a grant award in response to your periodic review grant application to the Department of Land Conservation and Development (DLCD) general fund grant program. Your project proposal was selected from among over one hundred project proposals submitted to the department for 2009-2011. Because your proposal fits the criteria established by the Land Conservation and Development Commission's (LCDC) grants allocation plan and because the community is prepared to proceed with a successful project, the department is prepared to fund the project in the amount of \$83,000.

Time is of the essence for this award. Please work with your DLCD regional representative and with DLCD Grants Administrator Larry French to complete a final work scope and grant agreement contract. Once a grant agreement is signed by both parties work may begin under the agreement.

If you have any questions about the process, please contact Larry French at 503.373.0050 x283 or [Larry.French@state.or.us](mailto:Larry.French@state.or.us). You may also contact the grant program manager Darren Nichols at 503.373.0050 x255 or [Darren.Nichols@state.or.us](mailto:Darren.Nichols@state.or.us). For questions about the project itself, please work with the DLCD regional representative in your community. For a list of representatives, please visit: <http://www.oregon.gov/LCD/repstlist.shtml>.

Thanks again for your interest and congratulations on your successful proposal. We look forward to working with you on the project!

Sincerely,

Richard Whitman  
Director

cc: Governor Ted Kulongoski  
Susan Anderson, City of Portland, Planning & Sustainability Director  
Mark Ellsworth, ERT NW and Metro Regional Coordinator

**EXHIBIT B**  
**Grant Award Explanatory Letter**



# Oregon

Theodore R. Kulongoski, Governor

## Department of Land Conservation and Development

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Web Address: <http://www.oregon.gov/LCD>

March 04, 2010

Al Burns, Senior Planner  
Eric Engstrom, Principal Planner  
City of Portland Bureau of Planning and Sustainability  
1900 S.W. Fourth Avenue, Suite 7100  
Portland, Oregon 97201



VIA EMAIL

**Re:** City of Portland PR-U-11-173 Grant Offer for Infrastructure, Investment and True Capacity

Dear Al and Eric,

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Portland a grant in the amount of \$83,000.00 for Infrastructure, Investment and True Capacity, and the offer grant number PR-U-11-173 also lists the standard and special conditions The City of Portland must meet. **Please read them carefully.**

You will find the grant agreement in a separately attached PDF file. **Please print two complete copies, single sided only.** Both single sided originals of the agreement must be signed by the City of Portland and both single sided originals must be returned to my attention at the address listed on the letterhead and received in the Salem Office by April 5, 2010. If both signed contracts are not received by the 5th day of April, 2010, this offer is withdrawn. A fax will not be accepted.

**The attached grant agreement is not in effect until both agreements are signed by the City of Portland and the DLCD grant program manager.** One copy with original signatures of the agreement will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have any questions, please contact your grant manager, Jennifer Donnelly, at 971-673-0965 or email [jennifer.donnelly@state.or.us](mailto:jennifer.donnelly@state.or.us) ; or your grant program manager, Darren Nichols at 503-373-0050 extension 255 or email [darren.nichols@state.or.us](mailto:darren.nichols@state.or.us) ; or me at 503-373-0050 extension 283 or email [larry.french@state.or.us](mailto:larry.french@state.or.us) .

Yours truly,

Larry French

Grants Administrative Specialist/Coordinator

Attachment

c: Jennifer Donnelly, DLCD Grant Manager (*email*)  
Darren Nichols, DLCD Community Services Manager (*email*)

**EXHIBIT C**  
**Grant Award Agreement**



This grant may be amended according to the policies and procedures of DLCD, and with the agreement of all parties to the agreement, but the Closing Date cannot go beyond **May 31, 2011**.

This agreement consists of this document including the required signatures are below and attachments listed below. The attachments are listed in descending order of precedence. In the case of any conflict among the documents, the document with the higher precedence shall control.

Department of Land Conservation and Development Special Award Conditions

- ✓ Department of Land Conservation and Development Standard Award Conditions
- ✓ Attachment A: Grantee Grant Application and Narrative
- ✓ Attachment B: Contact Names and Addresses identified in Attachment B
- ✓ Attachment C: Request for Reimbursement Form and Instructions
- ✓ Attachment D: DLCD Standards and Requirements for EOA Product(s)
- ✓ Attachment E: DLCD Content Standard and Requirements for GIS Grant Product(s)
- ✓ Attachment F: DLCD Form1 Periodic Review Submittal Form
- ✓ Attachment G: DLCD Economic Revitalization Team (ERT) Names and Addresses
- ✓ Attachment H: DLCD Periodic Review Team Names and Addresses

Print Name of Authorized Official For the Grantee <b>The Honorable Sam Adams</b>	Title <b>Mayor, City of Portland, Oregon</b>	Date
Signature of Authorized Official For the Grantee		
Print Name of DLCD Grant Program Manager <b>Mr. Darren J. Nichols</b>	Title <b>Manager, Community Services Division</b>	Date
Signature of DLCD Grant Program Manager		

## DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT SPECIAL AWARD CONDITIONS

Subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and contingent upon funds being appropriated therefore, Grantee agrees to the provisions below.

1. *Grantee agrees* that this grant, number **PR-U-11-173, to The City of Portland, Bureau of Planning and Sustainability** supports the work described in the Grantee's grant application, which is incorporated into this grant agreement as **Attachment A-Grantee Grant Application and Narrative**. Where the terms of this grant agreement and proposal differ, the terms of this grant agreement shall prevail.
2. *Grantee agrees* that all reports, studies, and other documents (referred to herein as "product(s)") under this grant agreement must indicate on their cover or the title page an acknowledgement of the financial assistance provided by the DLCD.
3. *Grantee agrees* to identify the location of the originals, if the submittal is a copy.
4. *Grantee agrees* that if a product(s) is a one-of-a-kind document, it will identify the location of the original.
5. *Grantee agrees* to coordinate closely with the DLCD Grant Manager regarding the selection and approval of the facilitator (consultant) designated by the grantee to perform all, or a portion of the work under grant.
6. *Grantee agrees* to first obtain DLCD approval before contacting, and locally approving a facilitator (consultant) to perform all, or a portion, of the work under the grant.
7. *Grantee agrees to complete the following Periodic Review Report by March 31, 2010:*
  - a. Identify by name, address, telephone, and email address, those person(s) who will be performing the work under the grant and on which grant tasks they will work.
  - b. Provide a detailed, written explanation of the process that will use to perform the work under this grant.
  - c. List each step that will be taken to complete each grant work item(s) and product(s).
  - d. List benchmarks, or progress indicators, for each grant product(s).
  - e. Provide an estimate of the amount of grant funds each grant Item(s) and product(s) will require.
  - f. Provide a specific and descriptive explanation of each grant product.
8. *Grantee agrees* as determined by the DLCD Grant Manager shall submit to DLCD a revised periodic review work program if there is an amendment to the activities and products of this grant contract.
9. *Grant agrees* that local governments shall submit codified comprehensive plan and land use regulations upon completion of periodic review, in accordance with OAR 660-025-0210 (Periodic Review - Updated Planning Documents).



10. *Grantee agrees* to produce and submit to DLCD those product(s) as specified in the grant agreement and as may be further described in Grantee's Grant Application Narrative which is herein incorporated by reference.
11. *Grantee agrees* to identify the grant product(s) as a completed work task, submitting the products including Attachment F under OAR 660-025-0130.
12. *Grantee agrees* to coordinate and provide notice to DLCD, Multnomah County, Metro other agencies, and organizations listed in Attachment A of the Grant Application of public meeting(s), workshop(s), work session(s), hearing(s) to develop, review or approve products prepared under this grant.
13. *Grantee agrees* in consultation with the DLCD Grant Project Manager provide timely review of all draft copies of grant products, and non related draft products to DLCD, affected agencies and organizations for review and comment.
14. *Grantee agrees* to submit a written report with each interim payment request that describes the progress to date on each grant product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
15. *Grantee agrees* the final product(s) (i.e., ordinances, maps, data bases, supporting documents, and photographs) shall be adopted or otherwise approved by the governing body.
16. *Grantee agrees* to consult closely with the DLCD Grant Manager to ensure adoption of grant product(s) under the periodic review process is completed within the approved grant period for this grant.
17. *Grantee agrees* to no more than **one (1) interim payments** and a **final payment** by DLCD during the term of this grant, and agrees that payments will be made only upon submittal of qualifying product(s) in accordance with the terms of this grant agreement.
18. *Grantee agrees* and understands that grant payments under this agreement will be reduced if grant product(s) scheduled to be completed are not completed by its governing body by the timeline provided in Special Award Conditions Table. The total grant payments under this grant agreement will not be reduced under this paragraph by more than **\$16,600.00**.
19. *Grantee agrees* that the total reimbursement request for Grant Product(s) 1 shall not exceed **\$30,000**, and for grant product(s) **2 and 3** shall not exceed **\$53,000.00**. The total reimbursement of all product(s) shall not exceed **\$83,000.00**.
20. *Grantee agrees* draft product(s) may be accepted instead of adopted product(s) when requested in writing on jurisdiction letterhead and original signature by the grantee, but must be received in the DLCD Salem Office at least ninety (90) days prior to Closing Date of the grant agreement as specified in the Page 1 Table. The request will be reviewed and authorized in writing by the DLCD Grant Manager if substantial progress has been made toward adoption and that the adoption will be scheduled to occur within one hundred twenty (120) days from the Closing Date.
21. *Grantee agrees* that any notice issued by the grantee, which is eligible for reimbursement under ORS 227.186 – Notice to City property owners, for costs incurred for Measure 56 – Land Owner Notification are not reimbursable under this grant agreement.

***GIS geographic information system (GIS) Special Conditions***

22. ***Grantee agrees*** to submit geographic information system (GIS) materials according to the GIS specifications in Attachment-E and to submit hard copy maps in addition.
23. ***Grantee agrees*** to comply with GIS standards and contents requirements per Attachment-E. GIS product(s) will comply with State of Oregon standards as defined in Attachment-E.
24. ***Grantee agrees*** that DLCD may display appropriate product(s) on its web interface or corporate GIS data generated as part of this grant and any additional data provided that is not specifically restricted into state agency databases, acknowledging that the grantee and agents of the grantee are not responsible for the accuracy of said data. DLCD may also share the data specifically generated with grant funds with other agencies and organizations, as this is data that DLCD owns.
25. ***Grantee agrees*** to not use or charge grant contract funds for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to the city and product(s) produced by consultant(s).
26. ***Grantee agrees*** to not use or charge grant contract funds for all scheduled or non-scheduled meetings, hearings, and notices. The grantee may use its own funds, or in-kind contributions.
27. ***Grantee agrees*** to provide copies of all final product(s) produced under this grant to DLCD in the manner described in the following Special Award Conditions Table and in **Attachment A**.
28. ***Grantee agrees*** to perform the following activities described in further detail in the Special Award Conditions Table below and the Grantee's application (**Attachment A**). Where appropriate, a reference to the application numbering has been made in the "Item #" column.  
 Notes: Designation P1 and P2 = Interim Payments one and two.  
 Designation FP = Final Payment  
 Designation R1 and R2 = Reports one and two.

**SPECIAL AWARD CONDITIONS  
PRODUCTS, ACTIVITIES AND PAYMENTS TABLE**

<b>PART A: Additional Information - Periodic Review Work Program</b>			
<b>Item #</b>	<b>Products, Activities or Payments</b>	<b>Target / Due Date</b>	<b>Reimbursement Amount</b>
<b>1</b>	<p><b>Activity:</b> Complete additional information on the Periodic Review Work Plan as specified in the Special Award Conditions 7.a. through 7.e., which are repeated below.</p> <ul style="list-style-type: none"> <li>a. Identify by name, address, telephone, and email address, those person(s) who will be performing the work under the grant and on which grant tasks they will work.</li> <li>b. Provide a detailed, written explanation of the process that will use to perform the work under this grant.</li> <li>c. List each step that will be taken to complete each grant work item(s) and product(s).</li> <li>d. List benchmarks, or progress indicators, for each grant product(s).</li> <li>e. Provide an estimate of the amount of grant funds each grant Item(s) and product(s) will require.</li> <li>f. Provide a specific and descriptive explanation of each grant product</li> </ul>	<b>03/31/2010</b>	
<b>R1</b>	<p><u>Submit report without making a payment request.</u></p> <p><b>Activity:</b> Submit information required by Grant Item Number 1 above.</p> <p><b>Product:</b> Send:</p> <ul style="list-style-type: none"> <li>a. One (1) copy of the required information as a hard copy and one (1) copy as a digital CD to the grant administrative specialist at the addresses listed in <b>Attachment B – DLCD Contact Information</b>, and</li> <li>b. One (1) copy of the required information as a hard copy and one (1) copy as a digital CD to the grant manager at the addresses listed in <b>Attachment B – DLCD Contact Information</b>.</li> </ul>	<b>04/15/2010</b>	

<b>PART B: Public Facilities Analysis - Case Study</b> As described in further detail in Attachment A – Narrative Product One			
Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
2	<b>Activity:</b> Consultant Hiring. a. Issue Request for proposals. b. Select consultant c. Approve Contract d. Form review group  <b>Product:</b> Provide: a. Name, organization, address, telephone number, and email addresses of selected contractor; b. Names, organizations, addresses, telephone numbers, and email addresses of selected review group members; and c. Copy of approved contract.	04/15/2010	
3	<b>Activity:</b> The review group will meet with selected contractor to refine the scope of work and establish a final work program.  <b>Product:</b> Provide: a. Minutes of review group meeting; b. Final contract work program; and c. Schedule of payments.	05/31/2010	

**PART B Continued: Public Facilities Analysis - Case Study**

As described in further detail in Attachment A – Narrative Product One

R2	<p><u>Submit report without making payment request.</u></p> <p>Housing and employment land needs are identified regionally, but have to be accommodated in particular communities; and these communities must have complete infrastructure and amenities for the market to actually utilize the identified land. Providing planned and zoned capacity is not enough. The draft regional urban growth decision focuses on better utilization of existing urban land. Preliminary analyses show that existing city plans, zones, and regulations would allow Metro to allocate a high share of regional growth to Portland. The purpose of this task is to identify more specifically how the market responds to different levels of infrastructure and amenity improvements in a specific area, and derive some understanding about that response that could be applied more broadly. This will support a more refined and plausible capacity estimate of existing urban land to accommodate additional jobs and housing. It will also better characterize the amenity and urban service levels that people expect in an existing urban neighborhood targeted for more intensive growth</p> <p><b>Activity:</b> Submit final report on a “complete community” public facilities case study.</p> <p><b>Product:</b> A final report:</p> <ol style="list-style-type: none"> <li>Identifying the infrastructure costs and revenues needed to support existing and planned development levels in the studied subarea;</li> <li>Including investment cost template that could be used citywide and which would allow users to vary service level and cost recovery assumptions; and</li> <li>Describing infrastructure costs could then inform investment decisions and allow a more complete understanding of the City’s capacity to meet basic levels of service and to create complete communities.</li> </ol>	10/31/2010	
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<b>PART C: Refined Estimate of Plausible Housing and Employment Capacities</b> As described in further detail in Attachment A – Narrative Product Two			
Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
4	<b>Activity:</b> Begin buildable lands analysis.  <b>Product:</b> A series of Draft Maps depicting parts of the City with plausible development and redevelopment capacity, adjusted by various physical and service restraints	04/30/2010	
5	<b>Activity:</b> Review draft inventory maps with Periodic Review Assistance Team, Portland Planning Commission, Metro staff, and interested members of the community.  <b>Product:</b> A second series of Draft Maps with refined jobs and housing capacity estimates influenced by various reviewers.	05/31/2010	
P1	<b>Interim Payment 1: Reimbursement on or after May 31, 2010 of up to \$30,000</b> upon submittal of reimbursement form; <b>Products Grant Tasks 2, 3, 4, and 5; and the verification of Report R1.</b>  <b>Activity:</b> Sign and submit a copy of “Interim Reimbursement Request” as found in form included in <b>Attachment C</b> ; with grant products attached.  <b>Product:</b> Send: <ol style="list-style-type: none"> <li>One (1) copy of each grant task product as a hard copy and one (1) copy as a digital CD to the grant administrative specialist at the addresses listed in <b>Attachment B – DLCD Contact Information</b>, and</li> <li>One (1) copy of each grant task product as a hard copy and one (1) copy as a digital CD to the grant manager at the addresses listed in <b>Attachment B – DLCD Contact Information</b>, and</li> <li>One (1) hard copy of the signed and completed “Interim Reimbursement Request” form to the grant administrative specialist at the addresses listed in <b>Attachment B – DLCD Contact Information</b></li> </ol> Payment will not be made until all copies are received in the Salem office and approved by DLCD.	05/31/2010	\$30,000.00

**PART C Continued: Refined Estimate of Plausible Housing and Employment Capacities**  
As described in further detail in Attachment A – Narrative Product Two

Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
6	<p><b>Activity:</b> Complete final drafts of buildable lands inventory maps and capacity estimates</p> <p><b>Product:</b> Planning Commission recommendation on:</p> <ul style="list-style-type: none"> <li>a. Buildable Lands Inventory,</li> <li>b. Economic Opportunities Analysis,</li> <li>c. Housing Needs Analysis,</li> <li>d. Estimate of remaining City housing capacity, and</li> <li>e. Estimate of remaining City jobs capacity</li> </ul>	10/31/2010	
7	<p><b>Activity:</b> Complete adequate factual base.</p> <p><b>Product:</b> Portland City Council adoption by ordinance of:</p> <ul style="list-style-type: none"> <li>a. Buildable Lands Inventory,</li> <li>b. Economic Opportunities Analysis,</li> <li>c. Housing Needs Analysis,</li> <li>d. Estimate of remaining City housing capacity, and</li> <li>e. Estimate of remaining City jobs capacity.</li> </ul>	12/31/210	

**PART D: Mobility Standards for a Complete Community**  
As described in further detail in Attachment A – Narrative Product Three

Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
8	<p><b>Activity:</b> Examination of mobility standards necessary to form a complete community. Mobility is presently represented by a single metric, motor vehicle roadway volume to capacity ratios. Preliminary forecasts show that this single metric cannot be met under any plausible growth scenario. Metro is expected to adopt or authorize more complete alternative standards for the Regional Transportation Plan in June 2010.</p> <p><b>Products:</b> Alternative mobility standards suitable for inclusion within the Transportation Element of Portland's Comprehensive Plan. These standards will be used to describe methods to measure, maintain, and enhance mobility within complete communities, particularly centers and corridors designated by Metro's <i>Region 2040 Growth Concept</i>.</p>	03/31/2011	

<b>PART E: Reconciliation of Housing and Capacity Estimates with Metro</b>			
Item #	Products, Activities or Payments	Target / Due Date	Reimbursement Amount
9	<p><b>Activity:</b> The city will coordinate with Metro to the extent necessary to obtain an allocation of both projected new jobs and dwelling units that are expected to be accommodated within the city limits. Once available, both twenty-year forecasts for employment and residential uses shall be “point” forecasts, that is, and absolute number as contrasted with a range forecast.</p> <p><b>Product:</b> Adjustments of Economic and Housing elements. If necessary re-adoption of revisions by City Council</p>	03/31/2011	
R3	<p><u>Submit report without making a payment request.</u></p> <p><b>Activity:</b> Submit information required by Grant Item Numbers 6, 7, 8, and 9 above.</p> <p><b>Product:</b> Send:</p> <p>c. One (1) copy of the required information as a hard copy and one (1) copy as a digital CD to the grant administrative specialist at the addresses listed in <b>Attachment B – DLCD Contact Information</b>, and</p> <p>d. One (1) copy of the required information as a hard copy and one (1) copy as a digital CD to the grant manager at the addresses listed in <b>Attachment B – DLCD Contact Information</b>.</p>	04/15/2011	



<b>PART F: Final Payment and Grant Close-Out</b>			
<b>Item #</b>	<b>Products, Activities or Payments</b>	<b>Target / Due Date</b>	<b>Reimbursement Amount</b>
<b>Final P2</b>	<p><b>Final Payment 2: Reimbursement on or after May 31, 2011 of up to \$53,000</b> upon submittal of reimbursement form;</p> <p><b>Products Grant Tasks 6, 7, 8, and 9; and the verification of Reports R2 and R3.</b></p> <p><b>Activity:</b> Sign and submit a copy of "Final Reimbursement Request" as found in form included in <b>Attachment C</b>; with grant products attached.</p> <p><b>Product:</b> Send:</p> <ul style="list-style-type: none"> <li>d. One (1) copy of each grant task product as a hard copy and one (1) copy as a digital CD to the grant administrative specialist at the addresses listed in <b>Attachment B – DLCD Contact Information</b>, and</li> <li>e. One (1) copy of each grant task product as a hard copy and one (1) copy as a digital CD to the grant manager at the addresses listed in <b>Attachment B – DLCD Contact Information</b>, and</li> <li>f. One (1) hard copy of the signed and completed "Final Reimbursement Request" form to the grant administrative specialist at the addresses listed in <b>Attachment B – DLCD Contact Information</b></li> </ul> <p>Payment will not be made until all copies are received in the Salem office and approved by DLCD.</p>	<b>05/31/11</b>	<b>53,000.00</b>
<b>TOTALS</b>			<b>83,000.00</b>

## DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT STANDARD AWARD CONDITIONS

Subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and contingent upon funds being appropriated therefore, Grantee agrees to the provisions below.

1. **DLCD Funds:** DLCD certifies that on the effective date of this grant sufficient funds are available and authorized.
2. **Reporting:** At any time during the grant period, when requested by the DLCD Grant Manager, Grantee shall provide a written report on the status and progress of work performed under this grant.
3. **Payments:** DLCD payments to Grantee under this grant agreement shall be made in accordance with the grant payment schedule described in the "Special Award Conditions Product(s), Activities, or Payments Table" of this agreement. Payment is contingent upon DLCD's acceptance of the product(s) produced under the grant. Grantee agrees that reimbursement of all amounts requested by Grantee is contingent upon compliance with all the terms and conditions of this grant agreement.
4. **Penalty:** Payments to Grantee may be withheld or reduced if DLCD determines that work performed under the grant is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this agreement have not been met to the extent provided by law.
5. **Ownership of Work Product(s).**
  - a. **Definitions.** As used in this Paragraph 5 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. "Work 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 pursuant to the Project.
  - b. **Original Works.** All Work Product(s) created by Grantee pursuant to the Project, including derivative works and compilations, and whether or not such Work Product(s) is considered a work made for hire or an employment to invent, shall be the exclusive property of DLCD. DLCD and Grantee agree that such original works of authorship are "work made for hire" of which DLCD is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product(s) created pursuant to the Project is not "work made for hire," Grantee hereby irrevocably assigns to DLCD any and all of its rights, title, and interest in all original Work Product(s)

created pursuant to the Project, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.

- c. Upon DLCD's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in DLCD. Grantee forever waives any and all rights relating to original Work Product(s) created pursuant to the Project, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
  - i. In the event that Work Product(s) created by Grantee under this agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Grantee Intellectual Property employed in the Work Product(s), and to authorize others to do the same on DLCD's behalf.
  - ii. In the event that Work Product(s) created by Grantee under this agreement 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 the pre-existing elements of the Third Party Intellectual Property employed in the Work Product(s), and to authorize others to do the same on DLCD's behalf.
- d. **Grantee Intellectual Property.** In the event that Work Product(s) is Grantee Intellectual Property, Grantee hereby grants to DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on DLCD's behalf.
- e. **Third Party Works.** In the event that Work 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 the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

## 6. *Indemnity.*

- a. **GENERAL INDEMNITY.** GRANTEE SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON AND DLCD AND THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIVITIES OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

- b. **INDEMNITY FOR INFRINGEMENT CLAIMS.** WITHOUT LIMITING THE GENERALITY OF SECTION 6.a, GRANTEE EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEYS FEES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE WORK, THE WORK PRODUCT(S) OR ANY OTHER TANGIBLE OR INTANGIBLE ITEMS DELIVERED TO DLCD BY GRANTEE THAT MAY BE THE SUBJECT OF PROTECTION UNDER ANY STATE OR FEDERAL INTELLECTUAL PROPERTY LAW OR DOCTRINE, OR DLCD'S USE THEREOF, INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY; PROVIDED, THAT STATE SHALL PROVIDE GRANTEE WITH PROMPT WRITTEN NOTICE OF ANY INFRINGEMENT CLAIM.
  
- c. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 6.a OR 6.b; 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.

**7. Termination:**

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Grant 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, pay for the work or product(s) hereunder; or
  - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's financial assistance under this Grant Agreement is prohibited or DLCD is

prohibited from paying for the work or product(s) hereunder from the planned funding source.

**b. DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon 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 grant agreement, fails to perform any of its obligations under this grant 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 grant 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 grant agreement with written notice to DLCD upon the occurrence of the following events:

- i. DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this grant 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
- ii. DLCD is in default because DLCD commits any material breach or default of any covenant, warranty, or obligation under this grant agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, 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.

**d. Return of Property.** Upon termination of this grant agreement for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any work or work product(s) for which DLCD has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such property is expressed or embodied at that time. Upon receiving a notice of termination of this grant agreement, Grantee shall immediately cease all activities hereunder, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the work and the work product(s).

**e.** Termination under Paragraph 7 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

8. **Failure to Comply:** If a party fails to comply with any of the requirements or conditions of this agreement, the other may, without incurring liability, refuse to perform further pursuant to this agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall upon demand by DLCD promptly repay DLCD all unexpended grant funds and grant funds expended in breach of this grant agreement.
9. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the Grantee shall maintain records of the receipt and expenditure of all funds subject to this grant agreement for a period of three (3) years after the Closing 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. Grant accounting records will be separately maintained from other accounting records.
10. **Closeout report:** The Grantee shall submit a closeout report to DLCD within thirty (30) days after termination of the grant period.
11. **Subsequent funding:** Eligibility for subsequent funding is contingent upon receipt of such reporting by DLCD.
12. **Closeout Payment:** Reimbursement up to the total amount of remaining grant funds will be made upon submittal of all required grant product(s), up to and including those required for the final reimbursement, and a signed DLCD closeout form acceptable to DLCD. DLCD shall authorize payment to the Grantee within ninety (90) days of such submittal for all required work and grant product(s) that are accepted by the DLCD Grant Manager after review for compliance with the grant conditions.
13. **Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is submitted to DLCD after the thirty (30) days, as referenced in Standard Condition Number 8.
14. **Audit:** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this agreement for three (3) years after the final payment under this agreement is authorized by the department.
15. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than for work done in accordance with the work plan during the grant period.
16. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment may be initiated at any time during the grant period, but must be received at the DLCD Salem Office at least ninety (90) days prior to the Closing Date, of this grant contract, as specified in the Page 1 Table.

**EXHIBIT D**  
**Grant Award Agreement Attachments**



*Attachment A Form and Narrative*

**Department of Land Conservation and Development  
2009-2011 Periodic Review and Technical Assistance Grants**

**GRANT APPLICATION**

*Please complete each Section in the form below*

*Type or write requested information in the space provided*

***Submit completed Applications with CD - NO LATER THAN NOVEMBER 1, 2009***

**Date:** October 29, 2009

*Note: All Boxes below are check boxes.*

**Grant Type:**                      ☒ **Periodic Review** *(for scheduled periodic review tasks)*  
    ☐ **Technical Assistance**

**Applicant:** Portland Bureau of Planning and Sustainability

**Address:** Suite 7100, 1900 SW Fourth Avenue, Portland, Oregon 97201

**Phone:** (503) 823-7832

**Fax:** (503) 823-7800

**Contact Person and Title:** Al Burns, AICP

**Email Address:** aburns@ci.portland.or.us

**Grant Request Amount:**                      \$ 83,000

**Local Contribution (not required):**    \$ Not Required

**Project Title:** Infrastructure, Investment and True Urban Capacity

**Abstract** (Use up to 50 words to describe the project and products; use additional paper to explain):

This grant will explore the condition of city infrastructure, physical and environmental constraints, public amenities and alternative investment strategies designed to refine policy-driven "allowed growth" measures into market-driven "plausible growth" measures, thus ensuring a credible growth management program.



**Project Narrative****1. Goals and Objectives:**

Portland is the center of a metropolitan region composed of 25 cities and three counties. State law assigns Metro, our regional government, responsibilities to identify and accommodate 20-year housing and employment needs. Needs are identified regionally, but have to be accommodated in particular communities; and these communities must have complete amenities for the market to actually deliver identified housing and employment needs. Providing planned and zoned capacity is not enough. Portland has entered Periodic Review while Metro is making a regional urban growth management decision. The draft regional decision focuses on better utilization of existing urban land. Preliminary analyses show that existing city plans, zones, and regulations would allow Metro to allocate a high share of regional growth to Portland.

The purpose of this grant is to identify a more refined and plausible capacity estimate of existing urban land to accommodate additional jobs and housing while preserving or creating amenity and service levels that people expect of "complete communities." In its order approving the City of Portland's Periodic Review Work Program (Order 001773, September 30, 2009) the Department of Land Conservation and Development added a subtask that requiring a higher level of coordination with Metro. This work requires:

As a final subtask, and in conjunction with the finalization of the Economic and Housing elements, the city will coordinate with Metro to the extent necessary to obtain an allocation of both projected new jobs and dwelling units that are expected to be accommodated within the city limits. Once available, both twenty-year forecasts for employment and residential uses shall be "point" forecasts, that is, and absolute number as contrasted with a range forecast.

The requirement to accommodate reasonable expectations rather than planned capacities goes a step further than the housing and employment analyses usually required by Oregon Revised Statutes-Chapter 197, the Statewide Planning Goals, and Oregon Administrative Rules-Division 660; but the city agrees that these examinations will help inform more credible regional and local growth management decisions.

Providing this credibility will require refinements to three parts of the city's work program – public facilities, buildable lands, and mobility standards. This work will begin in the fall of 2009 and be completed before the summer of 2011. The work will involve close coordination and partnerships with city's capital bureaus, Metro, and the Oregon Department of Transportation. These analytical refinements will be closely coordinated with the "Portland Plan," a project supported by city general funds that includes all base elements of the Periodic Review Work Program. The city has already contributed significant local funding toward completing Periodic Review tasks. Please see: <http://www.portlandonline.com/portlandplan/>.

## 2009-2011 DLCD GRANT APPLICATION

### Project Narrative (continued)

#### 2. Products and Outcomes:

There are three grant products.

##### Product One

The most ambitious product is a refined public facilities analysis, which supplements the following parts of the city's approved Periodic Review Work Program:

- Task III – Alternative Patterns of Development, Subtask C- Detailed Alternative Analysis
- Task IV – Policy Choices, Subtask A – Physical Plan: The project would provide information to understand different development patterns.
- Task IV – Policy Choices, Subtask D – Public Facilities Element

These the products will be a case study (see Attachment 1) providing the following outcomes:

1. A better understanding of the costs of infrastructure necessary to achieve the base case and value-based alternatives;
2. Better information on the different costs of alternative development patterns; and
3. More exact identification of the costs of transportation, sewer, drainage, park and water projects necessary to support future development; particularly capacities that can be supported by the constrained and priority capital project lists.

##### Product Two

The second grant product is an estimate of plausible housing and employment capacities (See Attachment 2 which is taken from the city's approved Periodic Review work program). These estimates will be based on a refined buildable lands analysis; particularly upon the redevelop capacities of urban lands with various degrees of constraints. This product supplements the following parts of the city's approved Periodic Review Work Program:

- Task 2 - Land Use Inventory and Analysis, Subtask A - Amount of land supply, and
- Task 2 - Land Use Inventory and Analysis, Subtask B - Amount of land supply.

This Product will also fulfill the requirement of the DLCD's added subtask:

- Task 4 – Policy Choices, Subtask F – Population and Coordination with Metro

The outcome will be a refinement of the plausible estimates of city's 20-year housing and employment capacities with a demonstration that Portland can reasonably accommodate the portions to regional point forecasts that Metro assigns to Portland.

**2009-2011 DLCD GRANT APPLICATION****Project Narrative (continued)**

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**2. Products and Outcomes (continued):**Product Three

The final product is an examination of mobility standards necessary to form a complete community (See Attachment 3 which is taken from the city's approved Periodic Review work program). Mobility is presently represented by a single metric, motor vehicle roadway volume to capacity ratio. Preliminary forecasts show that these ratios go up under any growth scenario. Metro is expected to adopt or authorize more complete alternative standards for the Regional Transportation Plan in June 2010. This work would refine the following part of the city's approved periodic review work program:

- Task 4 – Policy Choices, Subtask E – Transportation Element.

The outcome of a revised Transportation Element would be methods to measure, maintain, and enhance mobility within complete communities. These methods would be used in an analysis of how alternative mobility standards might impact the city's 20-year housing and capacity assumptions.

**3. Work Program, Timeline & Payment****A. Products**

The products are the three listed above in the "Products and Outcomes" section of this application. Product One will require \$22,000 in contract services. The remainder of the grant would fund city staff and required supplies.

**B. Timeline**

Products One and Product Two would begin upon approval of the grant. Product Three would begin July 1, 2010. All products would be completed by May 1, 2011. Products will be submitted on the schedule required by DLCD Order 001773. The city will provide the Department quarterly progress reports.

**C. Payment Schedule**

The city requests two payments one third of the awarded amount on July 31, 2010; and the remaining amount on May 31, 2011.

**2009-2011 DLCD GRANT APPLICATION****Project Narrative (continued)****4. Project Partners**Product One partners include:

- Portland Bureau of Transportation
- Portland Bureau of Parks and Recreation
- Portland Bureau of Environmental Services
- Portland Bureau of Water
- Office of Management and Finance
- Portland Development Commission?

These partners will contribute staff time and may receive support from the grant.

Product Two partners include:

- Metro

The city will consult with Metro.

Product Three Partners include:

- Portland Bureau of Transportation
- Oregon Department of Transportation
- Metro

The Portland Bureau of Transportation will contribute staff time and may receive support from this grant. The city will consult with Metro and Region 1 of ODOT.

Will a consultant be retained to assist in completing grant products? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
---

**2009-2011 DLCD GRANT APPLICATION****Grant Budget****Grant Budget Summary**

	<b>Grant Request</b>		<b>Local Contribution</b>	<b>Total Budget</b>	
<b>Personal Services</b>	\$	58,000	\$	Not required	\$ 58,00
<b>Supplies</b>	\$	3,000	\$	Not required	\$ 3,000
<b>Contract services</b>	\$	22,000	\$	Not required	\$ 22,000
<b>Other</b>					
<i>(Please explain "other" expenses on additional paper as necessary)</i>	\$		\$		\$
<b>TOTAL</b>	\$	83,000	\$	Not required	\$ 83,000

**Grant Product Cost Summary**

<b>Product</b>	<b>Grant Request</b>		<b>Local Contribution</b>	<b>Total Budget</b>	
1	\$	63,000	\$	Not required	\$ 63,000
2	\$	10,000	\$	Not required	\$ 10,000
3	\$	10,000	\$	Not required	\$ 10,000
<b>TOTAL</b>	\$	83,000	\$	Not required	\$ 83,000

Please submit your application with all supplemental information to  
 Attn: Larry French, Grants Administrative Specialist  
 Please see address below

**APPLICATION DEADLINE: November 1, 2009**

## 2009-2011 DLCD GRANT APPLICATION

### Attachment 1

#### Description of Product One Case Study

The case study would identify the infrastructure costs and revenues to support existing and planned development levels in a subarea of the city. It would create an investment cost template that could be used citywide and which would allow users to vary service level and cost recovery assumptions. Resulting information on infrastructure costs could then inform investment decisions and allow a more complete understanding of the City's capacity to meet basic levels of service and to create complete communities.

General Infrastructure costs and revenues identified would be limited to:

- Sanitary Sewer
- Stormwater
- Parks, Recreation, and Natural Areas
- Multimodal Transportation (streets for cars, transit, bikes and walking)
- Water supply

The study will allow the City to explore the relative cost impacts of increased levels of investment in local infrastructure (such as a finer grain of local streets and higher standard sidewalk improvements) necessary to improve community livability and support higher levels of development. In addition, the study will be designed to explore the costs and revenues associated with extraordinary or large infrastructure investments such as streetcars and other major transit systems, freeway interchanges or other major transportation facilities, green corridors and natural area acquisition.

Area of Study: The suggested study area encompasses a large area on each side of the Green Line/I-205 in Southeast and East Portland. This area includes the following designated Corridors and Main Streets: Foster Road, Division Street, Powell Boulevard, SE 82nd Avenue and SE 122nd Avenue, as well as the Lents Town Center, and the Division, Powell, and Holgate Station Communities.

This area faces significant infrastructure challenges related to stormwater management, street connectivity and maintenance, bridge condition, pedestrian and bike access, park provision and natural area protection. The study area also includes the MAX Green Line corridor, where substantial analysis is required to determine the investment needed to maximize the potential of stations to create community focal points and to support development.

Portions or the entirety of the study area have been explored in other projects, including Grey to Green, the East Portland Action Plan, the SE 122nd Avenue Study, the Powellhurst-Gilbert study and the work of the Freeway Lands study group. The project would take advantage of information generated by these projects. The study area was chosen because it leverages a significant public investment in the MAX Green light rail line, and because it can leverage other specific infrastructure studies underway in the areas.

City staff would be responsible for overall project management and, a consultant would be responsible for performing cost estimates, analysis and presenting initial conclusions.

## 2009-2011 DLCD GRANT APPLICATION

### Attachment 2

Description of Product Two Tasks and Subtasks  
(From approved periodic review work program)

#### *Task Overview*

Research and analysis necessary to provide a solid factual base for plan updates

#### *Subtask A – Characterization of Existing Land Supply*

An inventory will be constructed in three parts: constrained, highly constrained, and unconstrained.

##### *1. Constrained Lands*

Development is allowed on constrained lands, but with added scrutiny. The Constrained Lands inventory will be constructed from the best available, parcel specific information on the following:

- Infrastructure Limitations – Areas where an existing transportation, water, sewer, or drainage feature may be insufficient to support current plan designations
- Airport Conflicts – Areas where building use and height must be limited near Portland International Airport because of aircraft approaches or departures, aircraft noise, or safety concerns.
- Heliport Conflicts – Areas where building height must be limited near the Portland Heliport.
- Significant Natural Resources – Streams, lakes, riparian areas, forests, fish and wildlife habitats, scenic views, sites and corridors, wetlands, groundwater recharge areas, designated open space, and three delineated wellhead protection areas - Columbia South Shore, Vivian, and Gilbert.
- Significant Cultural Resources – Historic districts, buildings, and sites; archeological sites; and areas subject to consultation with Native American tribal governments
- Landslide Hazards – Areas of historic failures; areas of unstable, old and recent landslides; and all slopes over 25%. Hazards will be identified from the best available topographic maps, and the following information from the Oregon Department of Geology and Mineral Industries, should this information become available at a parcel-specific scale: Statewide Digital Landslide Database (SLIDO), and Rapidly Moving Landslide Hazard Zones (IMS-22).
- Earthquake Hazards – Fault lines, areas subject to liquefaction, and areas subject to moderate or severe damage from earthquakes should Department of Geology and Mineral Industries databases IMS-1 and IMS-16 information become available at a parcel-specific scale.
- Floodplains and other Areas Subject to Flooding – Areas identified from Federal Emergency Management Agency 100-year flood maps, 1996 actual flooding, areas with impervious soils or other drainage problems, and areas with shallow ground water.
- Contaminated Areas – Areas identified by the Oregon Department of Environmental Quality from the following sources: Environmental Cleanup Sites I (ECSI), Confirmed Release Sites (CRL) and Underground Storage Tank Cleanup Sites (UST), should this information become available on a parcel-specific basis

## Attachment 2 (continued)

### *2. Highly Constrained Lands*

Urban level development is rarely allowed on highly constrained lands, but provisions are often made to transfer development opportunity to less constrained sites. The highly constrained lands inventory will be composed of the following.

- Publicly Owned Land – Those publicly owned or controlled lands that do not provide for employment or residential uses. Examples include parks, rights-of-way, and the beds and banks of navigable waterways.
- Floodways – Areas mapped as floodways by the Federal Emergency Management Agency.
- Conserved Land – designated environmental protection areas; and land benefiting from farm, forest, or open space tax deferral programs.
- Rural lands – Lands that are both not within the regional urban growth boundary and not designated as urban reserves by Metro.

### *3. Unconstrained Lands*

These are lands not falling within the previous two categories. This is the “Buildable Lands” inventory within the meaning of Statewide Planning Goal 9 (Economy) and Goal 10. The City will not employ this term because it engenders too much confusion, particularly the assumption that land not so inventoried is not buildable; thus the synonym “Unconstrained Lands” inventory.

### *Subtask B – Estimate of Remaining Development Potential*

Remaining development potentials for housing and employment will be calculated from the existing Comprehensive Plan Map. This will involve the establishment of a standard set of justifiable assumptions for different categories of urban land, particularly for areas where infill development or redevelopment is likely. The spatial distribution of existing and potential development will inform a “base case” for an alternatives analysis.



# 2009-2011 DLCD GRANT APPLICATION

## Attachment 3

183621

Description of Product Three Subtasks  
(From approved periodic review work program)

### Task IV – Policy Choices

#### *Subtask E – Transportation Element*

1. Conforming amendments to the City Transportation System Plan will be made for updates to the Regional Transportation Plan.
2. If authorized by the Regional Transportation Plan the City might adopt alternatives to the “Level of Service” standard for characterizing the adequacy of existing and proposed transportation facilities. These alternatives might apply citywide or only within designated areas. In the absence of further state guidance the City might also adopt standard methods for examining the transportation effects for proposed intensifications or urban development.
3. The City might also consider a system of modal preferences or desired mode splits as part of its street classification scheme.

#### *Subtask F – Coordination with Metro*

As a final subtask, and in conjunction with the finalization of the Economic and Housing elements, the city will coordinate with Metro to the extent necessary to obtain an allocation of both projected new jobs and dwelling units that are expected to be accommodated within the city limits. Once available, both twenty-year forecasts for employment and residential uses shall be “point” forecasts, that is, and absolute number as contrasted with a range forecast.

***Attachment B***

DLCD General Fund TA-PR Grant Agreement  
Contact Information  
For The City of Portland Bureau of Planning and Sustainability  
TA-U-11-173

For questions regarding the scope of work of your grant, please contact:

**Grant Manager:**

Jennifer Donnelly  
DLCD Portland Office  
800 N.E. Oregon Street #18, Suite 1145  
Portland, Oregon 97232

Phone: 971-673-0965

[jennifer.donnelly@state.or.us](mailto:jennifer.donnelly@state.or.us)

Fax: 971-673-0911

**Grant Program Manager:**

Darren Nichols  
DLCD Salem Office  
635 Capitol St NE, Suite 150  
Salem, OR 97301-2540

[darren.nichols@state.or.us](mailto:darren.nichols@state.or.us)

Phone: 503-373-0050 ext. 255

Fax: 503-378-5518

For questions regarding the processing of paperwork and payments, please contact:

**Grant Administrative Specialist/Coordinator**

Larry French  
DLCD Salem Office  
635 Capitol St NE, Suite 150  
Salem, OR 97301-2540

[larry.french@state.or.us](mailto:larry.french@state.or.us)

Phone: 503-373-0050 ext. 283

Fax: 503-378-5518

**Department of Land Conservation and Development  
2009-2011 Request for Reimbursement or Final Closeout**

Grantee Name <b>City of Portland Bureau of Planning and Sustainability</b>		Grant No. assigned by DLCD <b>PR-U-11-173</b>		Final Report Yes No	
Funding/Grant period From:		To: May 31, 2011		Period covered by this report From:	
				To:	
<b>Transactions</b>		<b>Previously reported</b>		<b>This period</b>	
<b>DLCD Grant Expenditures</b>		Do Not Write in this Space		Do Not Write in this Space	
1. Salaries and Benefits (not provided by contract)					
2. Supplies and services					
3. Contracts (Hired by Grantee including consultants; provide name and contact information)					
4. Other (provide detailed list & explanation)					
5. Total (add lines 1,2,3,4)					
<b>Local Contributions (if applicable)</b>		<b>Previously reported</b>		<b>This period</b>	
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6,7,8,9,)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
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.					
Typed or Printed Name and Title			Address where payment is to be sent		
Signature of Authorized Certifying Official			Date Report Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

**DLCD CERTIFICATION**

I certify as a representative of the Department of Land Conservation and Development, 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 CODE \_\_\_\_\_ VENDOR NO. \_\_\_\_\_ AMOUNT \_\_\_\_\_

## Attachment C-Instructions

Department of Land Conservation and Development  
**2009-2011 Planning Technical Assistance Grant Agreement**  
**Interim Reimbursement and Closeout Form Instructions**

One copy of the Request for Reimbursement or Closeout report form is attached. If you would like an electronic version, please contact Larry French at (503) 373-0050 ext. 283, or [larry.french@state.or.us](mailto:larry.french@state.or.us).

**Note:** It is important that you retain documentation of expenditures in a grant file maintained in your jurisdiction as provided in Paragraph 7 of the Standard Award Conditions, which provides that records be maintained for at least three (3) years after the Closeout Date.

**Note:** It is important that the grant funds disbursed to you must be used between the Effective Date and NOT AFTER the Closing Date of this agreement.

The report documents the allowable expenditures of previously distributed funds. Unexpended funds must be returned to DLCD. They will revert to the State's General Fund.

Please show total actual expenditures only of DLCD Grant Award and Local Contributions.

- In the first row, please fill in the Grantee Name, Grant Number, and highlight or circle Final Report "Yes" or "No."
- In the second row, please fill in the Starting Date for which the reimbursable expenditures were incurred.
- The form then splits into three vertical columns for each expense category:
  - The first Column, "Previously Reported", should equal the Cumulative column from the previous reimbursement request. If the submission is the first request, the column will be blank.
  - The second column, "This Period" captures and identifies expenditures for which reimbursement is currently being reported.
  - The third Column, "Cumulative" is the total of the first and second columns.
- In **DLCD Grant Funding Expenditures – (required)** DLCD Grant Funds fill in items 1 – 4 and 5 total line, and (if applicable) Local Contributions items 6-9 and 10 total line.
- **Salary and Benefits** (*Identified as box "1" under DLCD Grant Funding*) includes the grantee's staff time, including Other Personnel Expenses. Receipts are not required with this report submission.
- **Supplies and Services include the grantee supplies used and personal services** (*Identified as box "2" under DLCD Grant Funding*). Receipts are not required with this report submission.
- **Contracts** (*Identified as box "3" under DLCD Grant Funding*) 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 is: Name, address, and phone number of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each, individually.
- **Other** - Please provide a brief explanation and dollar breakdown for amounts listed as "Other". Receipts are not required (*Identified as box "4" under DLCD Grant Expenditures*). **Note: Travel expenses will not be reimbursed, and will not be approved.** This also includes contractors and consultants.

- The **Total** (*Identified as box "5" under DLCD Grant Expenditures*) listed in the "DLCD Grant Expenditures" section cannot exceed the total amount of the previously disbursed funds. If the total is less than the disbursed amount, the difference between the amount previously disbursed and the amount listed on the **Total** of the DLCD Grant Expenditures section is due and payable to DLCD upon submission of the closeout report. Please send a check with the report to: DLCD, Attn: Fiscal Department, 635 Capitol Street NE, Suite 150; Salem, OR 97301.
- **Reporting of Local Contributions** (*Identified as box "6-10" under DLCD Local Contributions*) if applicable. This section is included in order to provide DLCD with accurate information regarding the cost of activities and/or products worked on in compliance with this grant. This category includes both in-kind and cash contributions.
- **Certification:** Please read and understand the box on the form.

The next Group of boxes is for taking responsibility for the information being submitted and requesting payment (identified as boxes "12 – 15").

- Print Name and Title box is required (*identified as box "12"*).
- Mailing address including City, State and zip code where payment can be sent (*Identified as box "13"*).
- Signature of Authorized Certifying Official by signing this box this person takes responsibility of the information and accuracy of the information (*identified as box "14"*).
- Date Report submitted is the date the form is signed (*identified as box "15"*).

Before a payment can be issued, **all grant products, required documentation and the signed reimbursement form** must be received and accepted by the department, as stipulated in the grantee agreement.

Please follow the payment schedule as identified in the Special Award Conditions table of the grant agreement, when submitting a request for payment or closeout. Forms and all accompanying information to the address provided below or EMAIL a **.PDF file** of the signed cover letter, signed Attachment C, and accompanying information per grant agreement to Larry French – [larry.french@state.or.us](mailto:larry.french@state.or.us).

VIA - USPS mail to:  
 Attention: Larry French, Planning Grants Manager  
 Department of Land Conservation and Development  
 635 Capitol Street NE, Suite 150  
 Salem, Oregon 97301-2540

## *Attachment D-EOA Products*

### **DLCD Content Standards and Requirements For Economic Opportunities Analysis [EOA] Products For the City of Portland PR-U-11-173**

**Objective:** To identify likely industrial and other economic development opportunities and corresponding employment land needs over the planning period of the next 20 years, plus up to an additional 30 years for communities planning for designated urban reserve land. This document suggests the typical tasks and required deliverables of an Economic Opportunities Analysis funded by the Department of Land Conservation and Development [DLCD].

#### **1. Preparation**

**Purpose:** Reduce cost and delay, anticipate obstacles, prevent surprises and keep planning activities aligned with local policy.

**Deliverables:** A locally approved Statement of Community Economic Development Objectives. Evidence of support and coordination from key cooperating organizations and agencies.

**Typical activities include:**

- a. Review Oregon's land use program with staff of the Oregon Department of Land Conservation and Development to understand key concepts. Pay special attention to:
  - i. OAR 660, division 9, Economic Development;
  - ii. 660-009-0005(10) - Short-term supply of land;
  - iii. 660-009-0010(5) - Adequate planning effort;
  - iv. 660-009-0020(1)(a) - Economic development objectives;
  - v. OAR 660, division 24, Urban Growth Boundaries [UGB];
  - vi. 660-024-0040(5) - Employment land need; and
  - vii. 660-024-0040(8) - Safe harbors.
- b. Prepare an informal draft Statement of Community Economic Development Objectives. Economic development planning typically looks back at the economic history of the area and changes affecting that tradition; looks forward at new opportunities; and defines a series of actions to be taken by local government to achieve a desired and sustainable result.
- c. Define a study area to analyze for economic and land use trends, which is typically a region sharing inter-dependent economic activity. Describe why the area was chosen and include a brief narrative about current conditions and activity.

- d. Define a planning area, which is typically the existing urban growth boundary and may include potential expansion and urban reserve areas. It is useful to describe why the area was chosen, and include a brief narrative about current conditions and activity.
- e. Gather and review any available regional economic development, employment data, real estate market data and area context information that has been published by entities such as: state and local governments; economic development agencies; ports and other development districts; the regional Business Development Officer for the Oregon Economic and Community Development Department; and Oregon's interagency Economic Revitalization Team.
- f. Meet with federal, state, regional and local economic development agencies to discuss cooperation, participation and possible sources of funding for planning and implementation activities.
- g. Identify typical planning and implementation policies, activities and tools, and gather evidence of support from key cooperating organizations [especially municipal and county boards and commissions, and Oregon's Economic Revitalization Team].

## 2. Trend Analysis

**Purpose:** Identify economic development opportunities likely to expand or locate in the study area within the planning period. Determine the percentage of that employment growth reasonably expected within the planning area.

**Deliverable:** An estimate of job growth associated with the economic development opportunities likely to expand or locate in the planning area within the planning period consistent with OAR 660-024-0040(5) - Employment Land Need. It should be based on an employment forecast from the Oregon Department of Employment, a custom employment forecast prepared by a competent professional, or an estimate of job growth including reasonable justification for the job growth estimate.

Clearly indicate the method being used, and include the data, the analysis and the conclusions.

Typical activities include:

- a. Review OAR 660-009-0005 – Definitions, to understand of key concepts and terms, and OAR 660-009-0015(1) – Review of Economic Trends.
- b. Meet with Oregon Department of Employment staff to discuss employment trends in the Economic Opportunities Analysis study area.

- c. An Economic Opportunities Analysis that relies on an employment forecast provided by the Oregon Department of Employment may reduce delay and cost. Refer to OAR 660-024-0040(8) - Safe Harbors. Communities with circumstances that require a customized estimate of job growth that is not available from the Oregon Department of Employment may wish to contract for specialized services from competent professionals.
- d. Review national, state, regional, county, and local economic trend data including, but not limited to, population and job forecasts by sector over the planning period.
- e. Assess economic development potential by analyzing factors such as location, size and buying power of local and export markets for goods and services; workforce training opportunities; availability of transportation facilities for access and freight mobility; access to suppliers and utilities, including telecommunications; and other service infrastructure.
- f. Interview and/or consult with local and state economic development professionals regarding local economic development potential for industrial and other employment opportunities in the study area. Incorporate results from interviews or consultations into the Economic Opportunities Analysis.
- g. Acquire and incorporate information published by the Oregon Economic and Community Development Department documenting demand for sites in the study area that may not be reflected in the current employment data.

### 3. Site suitability analysis

**Purpose:** Understand the types of sites needed to successfully implement the Statement of Community Economic Development Objectives.

**Deliverable:** Catalog of the range of site types suitable for the employment uses likely to expand or locate in the study area.

**Typical activities include:**

- a. Based on results of the trend analysis, identify the employment land uses appropriate for the study area. Include specific site sizes, special site requirements or other characteristics affecting the needed land supply such as a mixture of site sizes or sites with proximity to facilities. Also identify land needs that may arise from the expansion of existing businesses and the recruitment or location of new businesses into the study area.
- b. Acquire and incorporate information published by the Oregon Economic and Community Development Department that documents specific market-based development practices and site requirements that may affect the current inventory and need for additional suitable employment land.



#### 4. Inventory of suitable sites

Purpose: Determine the current availability of sites suitable for employment uses likely to expand or locate in the planning area.

Deliverable: Inventory of available sites suitable for employment uses likely to expand or locate in the planning area within the planning period.

Typical activities include:

- a. Inventory and analyze the planning area's existing supply of industrial and other employment lands for development constraints which may include: wetlands, habitat areas, environmental contamination, topography, cultural resources, infrastructure deficiencies, parcel fragmentation, natural hazard areas, ownership patterns; and other suitability and availability criteria in order to determine the readiness of the current land supply for industrial and other employment development. It is important to examine opportunities for redevelopment of existing sites, including sites in the core areas of cities. A local government may consider the cost of preparing land for the designated use as part of an Economic Opportunity Analysis, by including a residual value analysis prepared by a competent professional as part of the analysis of development constraints.
- b. As part of any adjustment to an Urban Growth Boundary for employment land, review employment land need and associated policies in OAR 660, division 024. OAR 660-024-0040(5) requires a determination of the need for a short-term supply of land. OAR 660, division 9, encourages local governments to include policies relating to the short-term supply of land. Designation of short-term supply is described in OAR 660-009-0025(3).

#### 5. Assessment of potential

Purpose: Understand the process, and reduce the cost and risk associated with designating the amount of employment land.

Deliverables: An estimate of the need for employment land within the planning area for the planning period by category of site type. Include a brief narrative of any identified process, cost or risk factors; and describe the community's ability to manage those factors.

Typical activities include:

- a. Based on information collected in the previous tasks, estimate the total number of sites needed in the study area for the planning period by categories of sites. Include a minimum, maximum and most likely number of sites needed for each identified category within the planning period.

- b. Estimate the types and amounts of industrial and other employment uses likely to occur in the planning area. Refer to Assessment of Community Economic Development Potential in OAR 660-009-0015(4). Include a brief narrative that explains the factors that determine the planning area's capture of employment growth in the study area.
- c. Identify pertinent planning, implementation, specific site, financial and real estate market process, cost and risk factors associated with the designation of additional employment land.
- d. Analyze the information gathered to estimate total number of sites by the various categories defined by the local government needed within the planning area for the planning period.

#### **6. Develop detailed implementation policies based on completion of previous steps**

Purpose: Provide specific guidance to community leaders and staff.

Deliverables: A list of recommended economic development implementation policies to be included in the comprehensive plan update or plan amendment that were identified by the EOA process. It is not necessary for an EOA to include a complete implementation plan, which may follow and could include additional items.

Typical activities include:

- a. Identify local government activities that will be needed to successfully implement the Statement of Community Economic Development Objectives. Include changes to the land supply, updates to comprehensive plans, additions to infrastructure facilities, new intergovernmental agreements, updated management practices, public-private partnerships, workforce training and adjustments to real estate economic factors. Include techniques to increase the community's ability to respond to economic development opportunities with speed and flexibility.
- b. Identify appropriate local government actions and investments of leadership, capacity, staff time, public finance tools and statutory authority needed to successfully implement the Statement of Community Economic Development Objectives.
- c. Identify available methods to fund local government activities that will be needed to successfully implement the Statement of Community Economic Development Objectives.
- d. If using an estimate of job growth with reasonable justification to complete the trend analysis, the local government must identify investments in infrastructure, work force, amenities and other community improvements necessary in order to attract the job growth. Demonstrate that methods are available and there is local commitment to fund those improvements.

- e. If using a residual value analysis to justify an adjustment to the current supply of suitable sites, the local government must apply the same analysis to all sites proposed for changes of designation, including all proposed expansion sites outside the current UGB. The local government must identify policies to correct residual value development constraints within the planning period, or reasonably demonstrate that correction is not possible. Use of a residual value analysis is intended to remove from the short-term inventory, those industrial sites with a persistent negative residual value. These sites have development constraints that can't be resolved for the designated use by reasonable local government action.
7. **Present a draft Economic Opportunities Analysis** to the EOA Project Team and the regional Business Development Officer for the Oregon Economic and Community Development Department; receive and incorporate comments into final product.
8. **The Economic Opportunities Analysis** submitted to satisfy grant requirements must be prepared in accordance with the procedures provided in this attachment and Oregon Administrative Rule 660-009-0015 – Economic Opportunity Analysis.

*Attachment E*

**DLCD Content Standard and Requirements  
For The GIS Grant Products  
For The City of Portland PR-U-11-173**

The State of Oregon and the Department of Land Conservation and Development are using the Federal Geographic Data Committee (FGDC) standards of Geographic Information Systems (GIS) metadata. This attachment incorporates by reference, the standards specified by the FGDC Content Standard for Digital Geospatial Metadata into the attached grant agreement.

The standards can be found on the state website <http://gis.oregon.gov>

Additionally, DLCD requires the following:

- All grant products are publicly useable.
- The grant product is submitted in electronic form compatible with Environmental Systems Research Institute's (ESRI) ArcGIS (coverage, shapefile, or geodatabase).
- Data should be free of topological errors.
- The projection of the data may be determined by the grantee. All data shall have the projection defined within the dataset and must be documented in the metadata.
- Include the FGDC compliant metadata in an electronic file.

Thank you. If you have any questions, please contact your grant manager.

# PERIODIC REVIEW WORK TASK SUBMITTAL FORM

This form must accompany ALL PRODUCTS SUBMITTED for completion of a work task identified on an approved periodic review work program to the DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT, Salem office. (See OAR 660-025-0130) and see Page 3 for submittal requirements.

WAS THIS TASK GRANT-FUNDED? YES X NO      GRANT NUMBER: PR-U-11-173

*Please complete the following:*

**JURISDICTION:** City of Portland **DATE:** \_\_\_\_\_

**LOCAL CONTACT:** \_\_\_\_\_

Name	Title
------	-------

ADDRESS: \_\_\_\_\_ CITY & ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**EMAIL:**

COMPLETED WORK TASK NO: \_\_\_\_\_

**Task Title or Description:**

For a submittal to be considered complete, a work task must include all of the following: (1) the final product as specified on the work program. This will usually be an adopted, signed ordinance updating the comprehensive plan and/or land use regulations; (2) the record of the local government proceedings pursuant to OAR 660-025-0130; (3) notice of the final decision (see reverse side for example of a task notification letter); and (4) a list of persons who requested notice of final decision in writing, or check below.

PARTIALLY COMPLETED TASK OR COMPLETED SUBTASK NO: \_\_\_\_\_

**Task Title or Description:**

Only submit a partially completed task or subtask if the work program identifies it as an item for adoption separately from the rest of the task. For a submittal to be considered complete, a partial work task or subtask must have all of the following: (1) the product as specified on the work program. This will usually be an adopted, signed ordinance updating the comprehensive plan and/or land use regulations; (2) the record of the local government proceedings pursuant to OAR 660-025-0130; (3) notice of the final decision (see reverse side for example of a work task notification letter); and (4) a list of persons who requested notice of final decision in writing, or check below.

**Send To: Attention: Periodic Review Specialist  
Department of Land Conservation and Development  
635 Capitol Street, N.E. Suite 150  
Salem, Oregon 97301-2540**

This sample satisfies requirements for local government notice of completed periodic review work tasks in OAR 660-025-0140.

Adapt this sample (*example language in italics*) to:

1. describe your work task,
2. explain the local procedures for examining a copy of the action, and
3. identify the DLCD staff person responsible for your jurisdiction's periodic review.

July 1, 2006

### NOTICE OF PERIODIC REVIEW WORK TASK ADOPTION

On June 25, 2006, River City made its final decision on periodic review Task 1. This work task *amended the city's Economic Development Element of the comprehensive plan*. In reaching this decision, the city updated the comprehensive plan and zoning ordinance by *including an Economic Opportunities Analysis and revising the downtown commercial design standards*.

You may review a copy of this decision at the planning department office. The office is at *One Main Street, River City, Oregon 97000*. Office hours are *8:00 a.m. to 5:00 p.m., Monday through Friday*. You may purchase a copy of the decision for \$2.00 at the planning department or by mailing your request for Task 1 along with the payment. Call *Jane at 503-555-1111*, if you have questions.

If you believe the city did not satisfactorily complete the work task, or that the work task does not comply with the statewide planning goals, you may object to DLCD. To file an objection, you must do three things. First, address these requirements in your objection:

1. Show how you participated in the city's periodic review process, either by testifying at a public meeting or by sending written comments about the work task, and
2. Explain your objection to the action taken by the city. Be specific and try to relate the objection to a specific law or rule that has been violated, and
3. Recommend a specific change to the work task that would resolve your objection.

Second, submit the written objection(s) to:

Attention: Periodic Review Specialist  
Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301

DLCD must receive the objection no later than 21 days from the date the notice was mailed by the local government (i.e., postmark date on the envelope). [*or: DLCD must receive the objection by July XX, 2006.*] Third, send a copy of the objection to the River City Planning Department.

See Oregon Administrative Rule Chapter 660, Division 25 for specific requirements for participating in periodic review. Note especially OAR 660-025-0140 regarding objections to a work task submittal. [http://arcweb.sos.state.or.us/rules/OARS\\_600/OAR\\_660/660\\_025.html](http://arcweb.sos.state.or.us/rules/OARS_600/OAR_660/660_025.html)

If you have questions about DLCD's review of this work task, please contact the city's DLCD Regional Representative: [*name, phone number and email address*]

## Submittal requirements required for all Periodic Review Work Tasks

Any submittal that is missing any element will be return to the jurisdiction.

Please send to the Department of Land Conservation and Development the following:

1. A CD and one hard copy of the complete work task to Larry French, Periodic Review Specialist; and a CD and one hard copy to your regional representative, include the following to be a complete work task submittal, any submittal minus any of the parts below will be returned:

2. PR Submittal Form 1 plus the following:

3. PR Notice to Public on objection rights;

4. Participation list of persons who participated in orally or in writing; and

5. List of Persons requesting copy of ordinance.

6. **Any task submittal over 500 pages MUST INCLUDE AN INDEX OF ALL SUBMITTED MATERIALS;**

And the following from OAR 660-025-0130---->

7A. If the local record does not exceed 2,000 pages, a submittal must include the entire local record, including but not limited to adopted ordinances and orders, studies, inventories, findings, staff reports correspondence, hearings minutes, written testimony and evidence, and any other items specifically listed in the work program.

**OR**

7B. if the local record exceeds 2,000 pages, a submittal must include adopted ordinances and orders, findings, hearing minutes, written testimony and evidence, and detailed index listing items not included in the submittal. Items in the local record not included in the submittal must be made available for public review during the period for submitting objections under OAR 660-025-140. The Director or Commission may require submission of any materials not included in the initial submittal.

8. Send all of the parts to me, when you have it ready.

**Note: There is no 5 day rule in the PR process.**

Please give me a call if you have any questions at the number listed below.

Thank you

Larry J. French  
Grants Administrative Specialist  
Periodic Review Specialist and  
635 Capitol Street NE Suite 150  
Salem OR 97301-2540  
Phone 503-373-0050 x283  
Fax No. 503-378-5518  
Email: [Larry.French@state.or.us](mailto:Larry.French@state.or.us)

**Attachment G**

DLCD General Fund PR Grant Agreement  
For the City of Portland Bureau of Planning and Sustainability  
Grant PR-U-11-173

**Governor's Office Economic Revitalization Team (ERT)**

Salem Address: Capitol Street NE Salem, OR 97301-4047 Phone: 503-378-5690 Fax: 503-378-3225

<b>Ray Naff</b> , Director	(503) 378-3072	<a href="mailto:ray.naff@state.or.us">ray.naff@state.or.us</a>
<b>Lori Jones</b> , Executive Assistant	(503) 378-5690	<a href="mailto:lori.jones@state.or.us">lori.jones@state.or.us</a>
<b>Christine Valentine</b> , Special Projects Coordinator	(503) 986-6522	<a href="mailto:christine.valentine@state.or.us">christine.valentine@state.or.us</a>

**ERT Regional Offices and Coordinators**

<b>Central Corridor</b> (Crook, Confederated Tribes of Warm Springs, Deschutes, Gilliam Jefferson, Klamath and Lake, Sherman, Wasco and Wheeler Counties) <b>Janet Brown</b> Regional Coordinator (Madras) 384 SW 5th Street Madras, OR 97741 (541) 475-0557 Fax: (541) 475-7097 <a href="mailto:janet.l.brown@das.state.or.us">janet.l.brown@das.state.or.us</a>	<b>Southwest Oregon</b> (Coos, Douglas, Curry, Jackson and Josephine Counties) <b>Jeff Griffin</b> Regional Coordinator (Central Point) P.O. Box 3275 155 North First St. Central Point, OR 97502 (541) 664-6676 Ext. 221 Cell: (541) 601-0408 Fax: (541) 858-3142 <a href="mailto:jeff.griffin@state.or.us">jeff.griffin@state.or.us</a>
<b>Eastern Oregon</b> (Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union and Wallowa Counties) <b>Scott G Fairley</b> Regional Coordinator (Pendleton) 146 S. Main Street, Suite 203 Pendleton, OR 97801 (541) 429-2120 Cell: (541) 240-1825 Fax: (541) 278-0168 <a href="mailto:scott.g.fairley@state.or.us">scott.g.fairley@state.or.us</a>	<b>NW &amp; Metro/Hood River</b> (Clatsop, Columbia, Tillamook, Washington, Multnomah, Clackamas and Hood River Counties) <b>Mark Ellsworth</b> Regional Coordinator (Beaverton) 4755 SW Griffith Drive Beaverton, OR 97076 (503) 526-2656 Cell: (503) 503-703-6706 Fax: (503) 503-526-2479 <a href="mailto:mark.ellsworth@state.or.us">mark.ellsworth@state.or.us</a>
	<b>Valley/Mid-Coast</b> (Benton, Linn, Lane, Lincoln, Marion, Polk and Yamhill Counties) <b>Marguerite Nabeta</b> Regional Coordinator (Salem) Public Service Building 255 Capitol St. NE Suite 126 Salem, OR 97301 (503) 986-6521 Cell: (503) 559-9646 Fax: (503) 378-3225 <a href="mailto:marguerite.nabeta@state.or.us">marguerite.nabeta@state.or.us</a>



Department of Land Conservation and Development  
Periodic Review Assistance Team  
January 13, 2010

<i>Name &amp; Title</i>	<i>Address</i>	<i>Phone &amp; Fax</i>	<i>Email Address</i>	<i>Counties or other info.</i>
<b>AVIATION</b>				
Christopher Cummings	3040 25th Street SE Salem, OR 97302-1125	(503) 378-3168 (503) 373-1688 f	christopher.cummings@state.or.us	
<b>AGRICULTURE (ODA)</b>				
Jim Johnson	635 Capitol Street Salem, OR 97301	(503) 986-4706 (503) 986-4730 f	jjohnson@oda.state.or.us	
<b>ECONOMIC DEVELOPMENT (OEDD)</b>				
Paul Grove	775 Summer St, Ste 200 Salem, OR 97301	(503) 986-0192 (503) 581-5115 f	paul.grove@state.or.us	
<b>ENVIRONMENTAL QUALITY (DEQ)</b>				
Greg Aldrich	811 SW 6th Avenue Portland, OR 97204	(503) 229-6345 (503) 229-6762 f	greg.aldrich@state.or.us	
<b>FISH &amp; WILDLIFE (ODFW)</b>				
Patty Snow	P.O. Box 59 Portland, OR 97207	(503) 947-6089 (503) 947-6117 f	patty.snow@state.or.us	
<b>FORESTRY (DOF)</b>				
Kevin Birch	2600 State Street Salem, OR 97310	(503) 945-7405 (503) 945-7314 f	kevin.r.birch@state.or.us	

**Department of Land Conservation and Development**  
**Periodic Review Assistance Team**  
**January 13, 2010**

<i>Name &amp; Title</i>	<i>Address</i>	<i>Phone &amp; Fax</i>	<i>Email Address</i>	<i>Counties or other info.</i>
<b>GEOLOGY &amp; MINERAL INDUSTRIES (DOGAMI)</b>				
Carol DuVernois	800 NE Oregon, Ste. 965 Portland, OR 97232	(503) 673-1544 (503) 731-4066 f	carol.duvernois@state.or.us	
<b>HUMAN SERVICES (DHS)</b>				
Tom Pattee	800 NE Oregon, Ste. 611 Portland, OR 97232	(541) 726-2587 x24 (503) 731-4077 f	tpattee@state.or.us	Drinking Water Systems
<b>HOUSING &amp; COMMUNITY SERVICES (OHCS)</b>				
Rick Crager	725 Summer Street NE, Ste B Salem, OR 97301	(503) 986-2076 (503) 986-2020 f	richard.w.crager@state.or.us	
<b>LAND CONSERVATION &amp; DEVELOPMENT (DLCD)</b>				
Larry French	635 Capitol Street NE #150 Salem, OR 97301	(503) 373-0050 x283 (503) 378-5518f	larry.french@state.or.us	
Rob Hallyburton	635 Capitol Street NE #150 Salem, OR 97301	(503) 373-0050 x239 (503) 378-5518f	rob.hallyburton@state.or.us	
Darren Nichols	635 Capitol Street NE, #150 Salem, OR 97301	(503) 373-0050 x255 (503) 378-5518f	darren.nichols@state.or.us	
<b>STATE LANDS (DSL)</b>				
Wetlands				
Anna Buckley	775 Summer St NE, Suite 100 Salem, OR 97301	(503) 986-5232 (503) 378-4844 f	anna.buckely@state.or.us	

**Department of Land Conservation and Development  
Periodic Review Assistance Team  
January 13, 2010**

<i>Name &amp; Title</i>	<i>Address</i>	<i>Phone &amp; Fax</i>	<i>Email Address</i>	<i>Counties or other info.</i>
<b>LOCAL GOVERNMENT PARTICIPANTS</b>				
Art Schlack Land Use Specialist	1212 Chemeketa NE Salem, OR. 97301	(503) 585-8351 (503) 373-7876 f	aschlack@orlocalgov.org	
<b>PARKS &amp; RECREATION (OPRD)</b>				
Kathy Schutt	Land Use Coordination by regions 725 Summer St NE, Suite C Salem OR 97301	(Outside Willamette Valley) (503) 986-0745 (541) 986-0792f	kathy.schutt@state.or.us	Harney, Grant, Malheur, Baker, Wallowa, Umatilla,
<b>STATE HISTORIC PRESERVATION OFFICE</b>				
Stephen Poyser	1115 Commercial NE Ste 2 Salem, OR 97301-1012	(503) 378-4168 x260 (503) 373 6447f	stephen.poyser@state.or.us	
<b>TRANSPORTATION (ODOT)</b>				
Region #1 Lainie Smith	123 NW Flanders Portland, OR 97209	(503) 731-8228 (503) 731-8259 f	elaine.smith@state.or.us	Portland Metro, Washington, Clackamas, Multnomah
Region #2 Dick Reynolds Mill Creek Office	555 13th St. NE Salem, OR 97301	(503) 986-4222 (503) 986-4174 f	richard.d.reynolds@odot.state.or.us	
Region #3 Michael Baker	3500 NW Steward Parkway Roseburg, OR 97470	(541) 957-3658 (541) 957-3547 f	michael.baker@odot.state.or.us	Douglas, Coos, Curry, Jackson, Josephine, Klamath

**Department of Land Conservation and Development**  
**Periodic Review Assistance Team**  
**January 13, 2010**

<i>Name &amp; Title</i>	<i>Address</i>	<i>Phone &amp; Fax</i>	<i>Email Address</i>	<i>Counties or other info.</i>
<b>TRANSPORTATION (ODOT)</b>				
Region #4 Mark Devoney	63085 N Highway 97, Suite 107 Bend, OR 97701	(541) 388-6333 (541) 388-6361	mark.devoney@odot.state.or.us	Deschutes, Wasco, Sherman Gillam, Jefferson, Wheeler Crook, Lake, Klamath
Region #5 Cheryl Jarvis-Smith	3012 Island Avenue La Grande, OR 97850	(541) 963-1574 (541) 963-9079	cheryl.jarvis-smith@odot.state.or.us	Baker, Union, Wallowa, Umatilla Morrow, Grant, Harney, Malheur
<b>WATER RESOURCES (WRD)</b>				
Laura K Wilke South Central Region	725 Summer Street NE, Ste A Salem, OR 97301	(503) 986-0884 (503) 986-0904 f	laura.k.wilke@state.state.or.us	Jefferson, Deschutes, Crook Klamath, Lake
Bill Fujii Southwest Region	725 Summer Street NE, Ste A Salem, OR 97301	(503) 986-00887 (503) 986-0904 f	william.h.fujii.d.rice@wrд.state.or.us	Douglas, Curry, Josephine Coos, Jackson, Clackamas
Bill Fujii Northwest Region	725 Summer Street NE, Ste A Salem, OR 97301	(503) 986-0887 (503) 986-0904 f	william.h.fujii@wrд.state.or.us	Benton, Clatsop, Clackamas, Columbia, Lane, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington Yamhill