

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 TECHNICAL ASSISTANCE GRANT

AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: December 7, 2023	
Grantee City of St. Helens 265 Strand Street St. Helens, Oregon 97051	Grant No. TA-25-016
Project Title: St. Helens Economic Opportunities Analysis	
Grantee Representative Jennifer Dimsho, Community Development Project Manager 503-366-8207 jdimsho@sthelensoregon.gov	DLCD Grant Manager Laura Kelly 503-798-7587 Laura.kelly@dlcd.oregon.gov
GRANT AMOUNT: \$60,000	CLOSING DATE: May 31, 2025
Last day to amend agreement: March 1, 2025	

Signature

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

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by 60 days from the date of the executed agreement (Project Requirement 8)
Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

- Task 1: Project Kick-Off
- Task 2: Inclusive Public Involvement Plan
- Task 3: Employment Growth and Site Needs
- Task 4: Inventory Buildable Employment Lands
- Task 5: Economic Development Policies and Actions
- Task 6: EOA Report and Adoption
- Task 7: Equity and Inclusion Self-Assessment

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2023-2025 TECHNICAL ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: TA-25-016

City of St. Helens

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

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

- Attachment A: **Project Description and Budget**
- Attachment B: **DLCD Contact Names and Addresses**
- Attachment C: **Request for Product Reimbursement Form and Instructions**
- Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**
- Attachment E: **Form 2, Notice of Adopted Change**
- Attachment F: **Standards and Requirements for EOA Product(s)**

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

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$60,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

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

6. Disbursement and Recovery of Grant Funds.

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

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

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

and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

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

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

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

12. Indemnity.

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

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

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

14. Termination:

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

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

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

Grantee: City of St. Helens

Grant No. TA-25-016

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

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

Print Name of DLCD Grant Program Manager	Title	Date
Gordon Howard		
Signature of DLCD Grant Program Manager	Community Services Division Manager	

PROJECT PURPOSE STATEMENT

The St. Helens Economic Opportunities Analysis (EOA) update will identify needed updates to the city's economic development policies by focusing on the community's assets and aspirations for economic development. This will include stakeholder and public involvement. Depending on the specific results of the industrial and employment lands inventory and land needs projections, the EOA could include recommendations such as: redesignating or rezoning land, needed infrastructure improvements, actions to support redevelopment of key sites for commercial or mixed-uses, actions to implement wetland mitigation options, actions to address the trends affecting businesses, actions to remove barriers for priority population business owners, actions to promote amenities for residents through development of commercial corridors, actions to maximize tax base, and others.

PROJECT OVERVIEW AND MANAGEMENT

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

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

Advisory Committees

The Project will employ a technical advisory committee (TAC) composed of local government and state agency staff and others identified by the TAC. The role of the TAC is to review Project materials and advise on technical issues throughout the project. TAC members shall generally consist of representatives from DLCD, priority populations, owners or managers of small and locally owned businesses, economic development professionals, and other key stakeholders. Additional representatives from other affected agencies and organizations may serve as recommended by TAC members.

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

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

Agency Role

DLCD will provide financial, administrative, and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the Economic Opportunities Analysis will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

Consultant Role

The Project will use consultant services to perform technical analysis related to the Economic Opportunities Analysis. The consultant is expected to provide an analysis and recommendations relating to planning for economic development and employment growth. The consultant is expected to attend regular meetings of the TAC and to assist local planning staff in presentations to planning commissions and elected officials. Consultant shall prepare meeting agendas and summaries for each TAC meeting.

Project Meeting Materials

Grantee shall review and approve agendas and summaries for each TAC meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

Project Schedule

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2025.

Expectations for All Written and Graphic Products

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

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

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

PROJECT REQUIREMENTS

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

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

6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by 60 days from the date of the executed agreement:
 - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. Identify the name and e-mail address of those persons who are members of the TAC or other committee formed to carry out work on this Agreement.
 - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
 - d. Identify relevant impacted priority populations and devise a community outreach and inclusion plan.
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) any transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
10. Any final product must be proposed under Attachment D, Form 1, "Notice of Proposed Change," at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, "Notice of Adoption" as set forth in ORS 197.615 and OAR 660-018-0040.
11. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
12. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCDC Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCDC if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.
13. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft and shall be accompanied by a report in detailing why the product was not adopted and a timeframe for the future adoption of the product.
14. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.

15. Grantee will coordinate and provide notice to DLCD, Columbia County, and any other agencies and organizations listed in Grantee's Public Involvement Plan of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
16. Grantee will consult with the DLCD Grant Manager and any other entities in the development of Products and provide an opportunity for timely review of all draft Products.
17. Grantee will submit written status reports throughout the duration of the project. These reports must indicate which tasks have been completed, which tasks are yet to be completed, and, if tasks are expected to be delayed beyond the identified schedule of completion, a description of the grantee's work plan to complete the tasks in a timely manner. Should grantee need to delay or eliminate tasks, the status report should include a request to amend the grant agreement accordingly. Progress reports must be submitted by July 1, 2024, and December 2, 2024.
18. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
19. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD's payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

EOA Economic Opportunities Analysis

20. Grantee will submit Economic Opportunities Analysis (EOA) materials according to the EOA specifications in Attachment F.
21. Grantee will comply with EOA standards and contents requirements per Attachment F. Any EOA Product(s) will be prepared in compliance with requirements of OAR 660-09-0015 as defined in Attachment F.

GIS Requirements

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

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

SCHEDULE, PRODUCTS, AND BUDGET

Pre-Task Submittals

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

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

Pre-task report budget: \$0

Task 1: Project Kick-Off

The project kick-off will provide an opportunity to discuss the project, clarify the project objectives, and begin discussion of the options for the technical analysis with city staff (Grantee). The subjects that will be discussed at the project kick-off include: clarification of study objectives, city policies and background information to inform the project, and necessary clarifications of the project scope and schedule. Consultant will prepare a preliminary outline of the final products in advance of this meeting.

Following the meeting, Consultant will prepare a memorandum summarizing the decisions made in the meeting and any necessary refinements to the scope of work.

Task 1 Products: Outline of the final products and a memorandum summarizing decisions made at the meeting

Task 1 timeline: January 15, 2024 to March 31, 2024

Task 1 budget: \$0

Task 2: Inclusive Public Involvement Plan

Consultant, with guidance from Grantee, will develop an inclusive outreach and engagement plan that supports participation of priority populations in the Technical Advisory Committee (TAC) and executing on that plan. The public involvement plan will also identify the city's diversity, equity, and inclusion goals for the project, including an approach for identifying the priority populations that the city hopes to reach during the process.

The Public Involvement Plan will identify priority populations within the city for outreach. St. Helens' largest communities of color are Latino (7% of the city's population) and people of two or more races (7% of the city's population). Outreach should also focus on businesses owned by People of Color, businesses owned or managed by people with limited English proficiency, and other priority populations.

At a minimum the Public Involvement Plan will include a recommendation to establish a Technical Advisory Committee (TAC) that includes priority populations, owners or managers of small and locally owned businesses, economic development professionals, and other key stakeholders. The TAC will provide input on the EOA analysis and will play a key role in identifications of economic development policies (Task 5).

The Public Involvement Plan will also identify specific opportunities for input from the Planning Commission and City Council, preferably at their quarterly joint meetings. These meetings are expected to provide direction about economic development objectives and policies and later in the project to provide review and input on the draft economic development objectives and policies.

The Public Involvement Plan may include a recommendation to hold one or more public events to get broader feedback on the EOA and economic development objectives and policies, beyond hearings (Task 6).

Task 2 Products: Public Involvement Plan, to include: identification of impacted priority populations in project plan area, outreach and engagement plan for priority populations, an evaluation framework for inclusive participation.

Task 2 timeline: January 15, 2024 to May 31, 2024

Task 2 budget: \$3,000

Task 3: Employment Growth and Site Needs

The purpose of this task is to develop the analysis of employment growth potential and demand sections of the economic opportunities analysis. The analysis will establish a 20-year employment projection and land demand analysis and include the following topics:

- Review of National and State and Local Trends
- Assessment of Community Economic Development Potential
- Forecast of Employment Growth in St. Helens
- Identification of Anticipated Uses and Required Site Types

Consultant will work with Grantee to develop the key assumptions necessary for the EOA and will consider use of safe harbor assumptions described in OAR 660-024 to determine whether they are possible and appropriate. Consultant will pull relevant data from recent work completed by the city.

This analysis will result in estimates of the amount and type of sites needed to accommodate the projections for employment growth based on the analysis described above that meets the relevant requirements of Goal 9, OAR 660-009, OAR 660-024, and city objectives.

Task 3 Products: Employment Projection and Land Demand Analysis describing regional and local economic trends, employment growth, economic development potential, and site needs; written summaries and materials from associated public engagement activities and TAC meetings.

Task 3 timeline: February 1, 2024 to August 30, 2024

Task 3 budget: \$15,000

Task 4: Inventory of Buildable Employment Lands

The purpose of this task is to prepare an accurate inventory of all commercial and industrial land within the St. Helens UGB that is vacant or developed, including underutilized, or redevelopable parcels. Consultant will help define key parcel characteristics that make land suitable or not suitable for the employment growth anticipated over the 20-year planning period. The inventory will include the following information:

- The description, including site characteristics, of vacant or developed sites within each plan or zoning district;

This task will result in a buildable lands inventory (BLI) for lands designated for employment (commercial and industrial) within the St. Helens UGB that meets the requirements of Goal 9, OAR 660-009, OAR 660-024, and city objectives.

Task 4 Products: BLI; associated GIS products, data, and spreadsheets.

Task 4 timeline: April 30, 2024 to July 31, 2024

Task 4 budget: \$12,000

P1 – Interim Payment

Reimbursement **by August 1, 2024, of up to \$ 30,000** upon submittal of pre-task reports, the Product(s) listed in Tasks 1– 4. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

Task 5: Economic Development Policies and Actions

A key outcome of this task is to conduct technical analysis that supports a meaningful assessment of existing economic development policies and proposed updates to these policies, along with potential implementation measures. This is the framework that implements the city’s goals and objectives and the logical output of the technical analysis required by OAR 660-009-0015, as described in Tasks 3 and 4.

Consultant will work with Grantee, the TAC, and decision makers to identify needed updates to the economic development policies and suggest refinements for St. Helens that focus on the community’s economic assets and describe aspirations for economic development. The economic development policies will replace or amend the existing policies in the Economic Element of the Comprehensive Plan, and potential actions to implement these policies will be part of the conclusions in the EOA report. The recommended policies will clearly state the city’s economic development objectives, commit to designating an adequate number of sites of suitable size, type, and location to meet those objectives, and identify needed updates to public facility and infrastructure plans to support development based on development constraints or infrastructure needs that affect the buildable area of sites in the BLI.

Implementation measures may include recommendations such as: redesignating or rezoning land, needed infrastructure improvements, actions to support redevelopment of key sites for commercial or mixed-uses in St. Helens, actions to implement wetland mitigation options, actions to address the trends affecting businesses, actions to remove barriers for priority population business owners, actions to promote amenities for residents through development of commercial corridors, and actions to maximize tax base or other necessary actions. Together, these measures will demonstrate how the city’s existing inventory can accommodate its economic policies.

Recommended updates to the local economic development policies and implementation measures must include the required policies and measures identified in OAR 660-009-0020 and 660-009-0025.

Task 5 Products: Summary of development constraints and infrastructure needs; draft comprehensive plan policies and implementation measures; written summaries and materials from associated public engagement activities and TAC meetings.

Task 5 timeline: August 1, 2024 to December 31, 2024

Task 5 budget: \$15,000

Task 6: EOA Report and Adoption

Consultant will use the analysis and information from Tasks 3, 4, and 5, along with stakeholder and decision maker input, to develop the draft economic opportunities analysis (EOA) report. The report will include a chapter about the implications of the EOA on the sufficiency of employment land within the St. Helens UGB, and recommendations for updates to St. Helens' Comprehensive Plan Economic Element policies and other relevant economic development policies. The draft report will reflect input received to date; the hearings-ready version will incorporate input received from Grantee and DLCD.

Consultant will present the results of the EOA and recommendations at hearings of the St. Helens Planning Commission and City Council.

Task 6 Products: Hearings-ready EOA report; meeting materials from 1 hearing with the Planning Commission; meeting materials from 1 hearing with the City Council; written summaries and materials from associated public engagement activities and TAC meetings.

Submit 35-day notice. Prepare and submit hearings-ready Products from Task 6 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and at least 35 days before first evidentiary hearing. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send Task 6 Product(s) in a digital media format to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

Submit Notice of Adoption. Prepare and submit signed ordinance(s) adopting the Products from Task 6 online at https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online, or via e-mail with Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, according to the instructions on the form. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send the notice on digital media to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation.

Task 6 timeline: January 1, 2025 to May 31, 2025

Task 6 budget: \$15,000

Task 7: Equity and Inclusion Self-Assessment

Grantee will complete an equity and inclusion self-assessment using the evaluation framework developed in Task 2. A report describing Grantee's performance against its goals for inclusive outreach and engagement for the project will be provided to DLCD.

Task 7 Products: Equity and Inclusion Self-Assessment

Task 7 timeline: May 1, 2025 to May 31, 2025

Task 7 budget: \$0

FP – Final Payment

Reimbursement of **up to \$30,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 5-7. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2025.**

Budget Summary

Task 1 – Project Kick-Off	\$0
Task 2 – Inclusive Public Involvement Plan	\$3,000
Task 3 – Employment Growth and Site Needs	\$15,000
Task 4 – Inventory Buildable Employment Lands	\$12,000
Task 5 – Economic Development Policies and Actions	\$15,000
Task 6 – EOA Report and Adoption	\$15,000
Task 7 – Equity and Inclusion Self-Assessment	\$0
TOTAL	\$60,000

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Laura Kelly
Portland Metro Regional Solutions Center
1600 SW Fourth Avenue, Suite 109
Portland, Oregon 97201

Office: 503-798-7587

E-mail: laura.kelly@dlcd.oregon.gov

OR

Grant Program Manager:

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

Office: 503-856-6935

E-mail: gordon.howard@dlcd.oregon.gov

Payment requests should be sent to:

Grants Administrative Specialist

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

Office: 971-239-2901

E-mail: DLCD.GFGrant@dlcd.oregon.gov

**Department of Land Conservation and Development (DLCD)
2023-2025 Request for Interim Reimbursement / Final Closeout**

Grantee Name City of St. Helens		Grant No. assigned by DLCD TA-25-016		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: May 31, 2025		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
Transactions		Previously Reported		This Payment	
				Cumulative	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1–4)					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6–9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. <u>Certification</u> : I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

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

**Department of Land Conservation and Development
2023-2025 Planning Technical Assistance Grant Agreement
Interim Reimbursement and Closeout Form Instructions**

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

General Instructions and Reminders

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

Completing the Form

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

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

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

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

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

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

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

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

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

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

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at DLCD.GFGrant@dlcd.oregon.gov, or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-239-2901) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

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



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

FOR DLCD USE
File No.:
Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing.

Jurisdiction:

Grant No.:

Local file no.:

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

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

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

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

Date of first evidentiary hearing:

Date of final hearing:

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

Check all that apply:

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

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

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

NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

Submittals may also be uploaded to DLCD’s FTP site at <http://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

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

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

5. **File format:** When submitting a Notice of a Proposed Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or plan.amendments@dlcd.oregon.gov.

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

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

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

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

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

¹ 660-018-0022 provides:

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

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

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

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

DLCD FORM 2



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

FOR DLCD USE

File No.:

Received:

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

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

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

[] Yes: Date (use the date of last revision if a revised Form 1 was submitted):

[] No

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

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

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

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

For a change to a comprehensive plan map:

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

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

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

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

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

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

[] The subject property is entirely within an urban growth boundary

[] The subject property is partially within an urban growth boundary

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

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

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

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

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

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

For a change to a zoning map:

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

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

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

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

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



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

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

NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

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

<https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

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

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

5. **File format:** When submitting a Notice of Adopted Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or.xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or plan.amendments@dlcd.oregon.gov.

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

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

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

If you have any questions or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail plan.amendments@dlcd.oregon.gov.

Notice checklist. Include all that apply:

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

**Content Standards and Requirements
For Economic Opportunities Analysis Products
For the City of St. Helens TA-25-016**

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 attachment provides the typical tasks and required deliverables of an Economic Opportunities Analysis (EOA) funded by the Department of Land Conservation and Development.

Preparation

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

Products: (1) A locally approved Statement of Community Economic Development Objectives. (2) Description of the study area and planning area; (3) Evidence of support and coordination from key cooperating organizations and agencies as identified in the Project Description and Budget in Attachment A.

Typical activities include:

- Review of applicable administrative rule requirements with DLCD staff to understand key concepts. Pay special attention to:
 - OAR 660-009-0005(10), Short-term supply of land;
 - OAR 660-009-0015, Economic Opportunities Analysis;
 - OAR 660-009-0020(1)(a), Economic development objectives;And, if applicable:
 - OAR 660-024-0040(5), Employment land need;
 - OAR 660-024-0040(8), Safe harbors.
- Prepare an informal draft Statement of Community Economic Development Objectives that describes the community's broad goals for economic development. Economic development planning typically looks back at the economic history of the area and the forces affecting development. It also looks forward at new opportunities to define actions a local government can take to attain an achievable and sustainable result.
- Define a study area to analyze for economic and land use trends. This is typically a region that shares interdependent economic activity. Describe why the area was chosen and include a brief narrative about current conditions and activity.
- Define a planning area, which is typically the existing urban growth boundary and may include potential expansion and urban reserve areas. In Metro, it may be the city limits or urban service delivery area. It is useful to describe why the area was chosen and include a brief narrative about current conditions and activity.

- 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; and Business Oregon.
- Meet with federal, state, regional and local economic development agencies to discuss cooperation, participation and possible sources of funding for planning and implementation activities.
- 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 Regional Solutions Team).

Trend Analysis

Purpose: Identify economic development opportunities likely to expand or locate in the study area within the planning period. Determine the percentage of the study area’s employment growth that can reasonably be expected to occur within the planning area. Determine how economic trends affect the planning area.

Products: (1) 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.

The estimate should be based on an employment forecast for the region the city is located in 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 describe the employment forecast method being used, and include the data, the analysis, and the conclusions. Include a narrative that explains the factors that determine the planning area’s capture of employment growth in the study area.

(2) An explanation of national, state, regional, county, and local economic trends and how these trends affect the planning area. Identify uses or category of uses that could reasonably be expected to expand or locate in the planning area and why the area possesses the appropriate locational factors for these use(s) or category of use(s).

(3) Explanation of employment land uses appropriate for the study area based on results of the trend analysis.

Typical activities include:

- Review OAR 660-009-0005, Definitions, to understand of key concepts and terms, and OAR 660-009-0015(1), Review of Economic Trends
- Meet with Oregon Department of Employment staff to discuss employment trends in the study area.
- An EOA that relies on an employment forecast provided by the Department of Employment may reduce cost and potential delay, particularly is the city is

anticipating a UGB amendment. Refer to OAR 660-024-0040(8), Safe Harbors. Cities with circumstances that require a customized estimate of job growth that is not available from the Department of Employment should contract for specialized services from competent professionals.

- 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.
- Consult with local and state economic development professionals regarding local economic development potential for industrial and other employment opportunities in the study area and the planning area. Incorporate results of consultations into the EOA.
- Acquire and incorporate information published by Business Oregon documenting demand for sites in the study area that may not be reflected in the current employment data.
- Identify the employment land uses appropriate for the study area based on results of the trend analysis.

Site Suitability Analysis

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

Products: Catalog of the range of site types suitable for the employment uses likely to expand or locate in the planning area.

Typical activities include:

- Review OAR 660-009-0015(2), Identification of Required Site Types.
- Identify “site characteristics” that are necessary for typical or targeted uses to operate. This can be 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. Identify land needs that may arise from the expansion of existing businesses and the recruitment or location of new businesses into the study area.

A site characteristic must be closely related to a particular use or group of uses with similar site needs. A narrow definition of the use could lead to more specific site characteristics.

- Acquire and incorporate information published by Business Oregon that documents specific market-based development practices and site requirements that may affect the current inventory and need for additional suitable employment land.

Inventory of suitable sites

Purpose: Determine the current availability of sites that are suitable for employment uses to help the city decide whether additional land or sites are required in order to accommodate the forecasted need.

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

Typical activities include:

- Review OAR 660-009-0015(3), Inventory of Industrial and Other Employment Lands.
- Identify and analyze the planning area's existing supply of industrial and other employment lands for development constraints. The constraints may include wetlands, wildlife habitat, steep slopes, 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.
- 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 EOA by including a residual value analysis prepared by a competent professional as part of the analysis of development constraints.
- Examine existing firms in the planning area to identify the types of sites that may be needed for expansion.
- Apply the site characteristics identified in the suitability analysis to the vacant and re-developable sites to determine which are suitable for employment uses. The likelihood the site will be on the market for sale or lease is not a consideration for long-term supply of employment land.
- Provide tabular and mapped data showing the results of the analysis. Document assumptions and findings. The inventory must identify vacant and developed (*i.e.*, re-developable) sites in the planning area and describe development constraints and site characteristics for each site.
- As part of any adjustment to a UGB for employment land, review employment land need and associated policies in OAR 660, division 24. 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).

Assessment of potential

Purpose: To judge the attributes of the city that create advantages and disadvantages for economic development and make informed estimates of the types and amounts of employment uses likely to locate in the planning area during the planning period.

Products: An estimate of the need for employment land within the planning area for the planning period by category of site type. It is encouraged that the EOA include a brief narrative of identified process, cost, or risk factors and describe the community's ability to manage those factors.

Typical activities include:

- 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.
- 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).
- It is advantageous but not required to identify pertinent planning and implementation, process, cost, and risk factors associated with the designation of additional employment land.
- Based on the information collected in this and previous steps, estimate the total number of sites likely to occur in the study area for the planning period by categories of sites.

Develop detailed implementation policies based on completion of previous steps

Purpose: Provide specific guidance to community leaders and staff.

Products: For grants that include an implementation or policy-development task, provide 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:

- 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.

- 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.
- Identify available methods to fund local government activities that will be needed to successfully implement the Statement of Community Economic Development Objectives.
- If using an estimate of job growth with reasonable justification to complete the trend analysis, the local government should 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.
- 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 inventoried industrial sites with a persistent negative residual value. These sites have development constraints that cannot be resolved for the designated use by reasonable local government action within the planning period.

Final Draft

Present a draft EOA to the advisory committee and the regional Business Development Officer for Business Oregon for comment. Incorporate the comments into final product.