

**OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT**  
**HOUSING PLANNING ASSISTANCE**  
**GRANT AGREEMENT**

Project Name: City of Wilsonville Housing Statutory Compliance Project

Grant Number: HA-27-005

This Grant (“Grant”), dated as of the date the Grant is fully executed, is made by the State of Oregon, acting by and through its Department of Land Conservation and Development (“DLCD”), and City of Wilsonville (“Recipient” or “Grantee”) for the project referred to above and described in Exhibit A (“Project”). This Grant becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Grant includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- |           |  |
|-----------|--|
| Exhibit A | Contact Information and Project Description              |
| Exhibit B | Project Budget   |
| Exhibit C | Project Requirements                                     |
| Exhibit D | Geographic Information System and Data File Requirements |

**SECTION 1 - LEGAL BASIS FOR AWARD; PURPOSE**

Pursuant to Oregon Revised Statutes (“ORS”) 197A.030, DLCD is authorized to provide grants to local governments to enable them to implement the provisions of ORS chapter 197A. Pursuant to ORS 197.045 and Senate Bill (“SB”) 1537 (2024), Oregon Laws 2024, Chapter 110, DLCD’s Housing Accountability and Production Office (“HAPO”) is authorized to award grants and enter into grant agreements to assist local governments to enable them to comply with housing laws; reduce permitting and land use barriers to housing production; and support reliable and effective implementation of local procedures and standards relating to the approval of residential development projects. Under the applicable authority, DLCD is willing to make such a grant on the terms and conditions of this Grant. Accordingly, the parties agree as follows:

**SECTION 2 - GRANT AWARD; DISBURSEMENT**

- A. Grant Funds. In accordance with the terms and conditions of this Grant, DLCD shall provide Recipient \$120,000 (the “Grant Funds”).
- B. Disbursement of Grant Funds. Subject to Section 2.C, DLCD shall disburse the Grant Funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request on a DLCD-provided or DLCD-approved disbursement request form. DLCD will disburse the Grant Funds to Recipient as follows:
  - (1) Up to seventy-five percent (75%) of the Grant Funds will be promptly disbursed to Recipient upon DLCD’s acceptance of the Project status report that must be provided by Recipient to DLCD no later than September 1, 2026, as described in Exhibit B.

- (2) Reimbursement of up to the balance of Grant Funds upon completion of the Project and DLCD's acceptance of the Project closeout report described in Exhibit B. Recipient must submit the final disbursement request no later than July 10, 2027.

Before issuing reimbursements, DLCD reserves the right to require written evidence of materials and labor furnished to, or work performed upon the project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require.

C. Conditions Precedent to Disbursement. DLCD's obligation to any disbursement of Grant Funds to Recipient is subject to each of the following conditions being satisfied:

- (1) DLCD (a) has received a completed disbursement request, (b) has received written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require, (c) is satisfied that all items listed in the disbursement request are reasonable, and (d) has determined that the disbursement is only for costs defined as eligible costs under this Grant.
- (2) The representations and warranties made in this Grant are true and correct on the date of disbursement as if made on such date.
- (3) DLCD has sufficient funds currently available and authorized for expenditure to finance the costs of this Grant. Notwithstanding the preceding sentence, payment of funds by DLCD is contingent on DLCD receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Grant, and notwithstanding anything in this Grant, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, DLCD has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Grant are met.
- (5) There is no Event of Default by Recipient.

### SECTION 3 - USE OF GRANT

- A. Eligible Use. Recipient's use of the Grant Funds is limited to those expenses that are both reasonable and necessary to complete the activities described in Exhibit A ("Project Description") and Exhibit B ("Budget").
- B. Ineligible Use. Recipient shall not use the Grant Funds to retire any debt or to lobby, influence, or attempt to influence, any federal, state, or local government official. Any notice issued by Recipient that is eligible for reimbursement under ORS 227.186 – Notice to city property owners, or ORS 215.503 – Notice to county property owners for costs incurred for Measure 56, is not eligible for reimbursement under this Grant.
- C. Misexpended or Unexpended Grant Funds. Any Grant Funds disbursed to Recipient, or any interest earned by Recipient on the Grant Funds, that is not used according to this Grant or that remain after the Project is completed or this Grant is terminated shall be immediately returned to DLCD, unless otherwise directed by DLCD in writing.

## SECTION 4 - RECIPIENT'S REPRESENTATIONS AND WARRANTIES

- A. Existence and Power. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient represents and warrants to DLCD that Recipient has full power, authority, and legal right to enter into and agree to the terms of this Grant and to incur and perform its obligations under this Grant.
- B. Authority, No Contravention. The making and performance by Recipient of this Grant (a) have been duly authorized by all necessary action of Recipient; (b) 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 its organizational documents; and (c) 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected.
- C. Binding Obligation. This Grant has been duly executed and delivered by Recipient and when duly executed and delivered by DLCD, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- D. Approvals. 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 Recipient of this Grant.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Grant or any document submitted by or on behalf of the Recipient to DLCD. The information contained in this Grant is true and accurate in all respects.
- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to ORS 320.150 and ORS 403.200 to ORS 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

## SECTION 5 - COVENANTS OF RECIPIENT

- A. Project Completion Deadline. Recipient shall complete the Project by June 19, 2027 ("Project Completion Deadline"), unless the total amount of the Grant Funds is not available because one or more of the conditions in Section 2.C(1) to (3) are not satisfied. Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Grant.
- B. Compliance with Laws. Recipient shall comply with the requirements of any and all applicable federal and state laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- C. Notice of Adverse Change. Recipient shall promptly notify DLCD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Grant.
- D. Notice of Event of Default. Recipient shall give DLCD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of

Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely. Failure to provide notice may itself be construed as an Event of Default.

- E. Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with this Grant and the Project. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain and keep accessible the books of account and records until the later of six years after the date set forth in Section 5.A or the date that all disputes, if any, arising under this Grant have been resolved. Recipient will permit DLCD, the Secretary of State of the State of Oregon, and their duly authorized representatives to inspect its properties, all work done, labor performed, and materials furnished in and about the Project, and to review and make excerpts, transcripts, and copies of its books of account and records with respect to the receipt and disbursement of funds received from DLCD. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

## SECTION 6 - TERMINATION AND EVENTS OF DEFAULT; REMEDIES

- A. Mutual Termination. This Grant may be terminated by mutual consent of both parties.
- B. Termination by DLCD. DLCD may terminate this Grant upon written notice to Recipient under any of the following occurrences:
  - (1) DLCD fails to receive sufficient appropriations or other expenditure authorizations to allow DLCD, in the reasonable exercise of its administrative discretion, to continue making payments under this Grant,
  - (2) There are not sufficient funds in the Fund, as determined by DLCD in the reasonable exercise of its administrative discretion, to permit DLCD to continue making payments under this Grant, or
  - (3) There is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Grant is no longer eligible for funding.
- C. Events of Default. Recipient shall be in default under this Grant upon the occurrence of any of the following events (“Events of Default”):
  - (1) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations pertaining to this Grant, and such failure is not cured within fifteen days of written notice to Recipient from DLCD or a period of longer time established by DLCD in its notice; or
  - (2) Any representation, warranty, or statement made to DLCD by or on behalf of Recipient pertaining to this Grant or in any document or report provided by or on behalf of Recipient and relied upon by DLCD to measure progress, performance, or the expenditure of Grant Funds is untrue in any material respect when made; or
  - (3) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself, or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency,

reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like, of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

- D. Remedies Upon Default. Upon the occurrence of any Event of Default, DLCD may pursue any remedies available under this Grant, at law or in equity. Such remedies include, but are not limited to, termination of DLCD's obligation to make the Grant or any further disbursement under this Grant, return of all or a portion of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funds from DLCD. If, as a result of an Event of Default, DLCD demands return of all or a portion of the Grant Funds or payment of interest earned on the Grant Funds, Recipient shall pay the amount upon DLCD's demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## SECTION 7 - MISCELLANEOUS

- A. No Implied Waiver. The failure of DLCD to exercise, or any delay by DLCD in exercising, any right, power, or privilege under this Grant shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.

B. Choice of Law; Designation of Forum; Federal Forum.

- (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Grant, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Grant shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.
- (3) Notwithstanding Section 7.B(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section does not act as a

waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Formal Notices. Except as otherwise expressly provided in this Grant, any formal notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DLCD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any formal notice by personal delivery will be deemed effective when actually delivered to the addressee. Any formal notice so addressed and mailed will be deemed to be received and effective five days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DLCD: Ethan Stuckmayer, Housing Division Manager

[ethan.stuckmayer@dlcd.oregon.gov](mailto:ethan.stuckmayer@dlcd.oregon.gov)

Oregon Department of Land Conservation and Development

635 Capitol Street NE Suite 150

Salem, OR 97301-2540

If to Recipient: Kim Rybold

[rybold@wilsonvilleoregon.gov](mailto:rybold@wilsonvilleoregon.gov)

City of Wilsonville

29799 Town Center Loop E

Wilsonville, OR 97070

- D. Amendments. Except as otherwise explicitly provided in Exhibit B, this Grant may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

- E. Successors and Assigns; No Third Party Beneficiary. This Grant shall be binding upon and inure to the benefit of DLCD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DLCD. DLCD and Recipient are the only parties to this Grant and are the only parties entitled to enforce the terms of this Grant. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.

- F. Entire Agreement. This Grant, including any exhibits, schedules, and attachments, which are by this reference incorporated herein, constitutes the entire agreement between the parties on the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, regarding this Grant.

G. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal

pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the claims against the parties allege joint liability by the parties, the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative liabilities. The relative liabilities of the parties shall be determined by reference to, among other things, the evidence indicating the extent of the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Grant.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees, and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Recipient's contractors or any of the officers, agents, employees, or subcontractors of the contractor from and against any and all Claims. This Section shall survive termination of this Grant.

- H. Survival. All provisions of this Grant intended by their terms to survive termination and the following sections shall survive termination of this Grant: Section 3.C, Section 5.E, Section 6.D, Section 7.G, this Section 7.H, and Section 7.K.
- I. Severability. If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant did not contain the particular term or provision held to be invalid.
- J. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Grant.
- K. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Grant will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership, or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DLCD by its attorneys.
- L. Counterparts. This Grant may be executed in more than one counterpart, which, when taken together, will constitute one and the same instrument, and either party may execute this Grant by signing any such counterpart.

M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses....” DLCD encourages Recipient, in its Grant activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic and Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity through the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: [Certified Vendor Directory](#).

N. Non-Exclusive License. The following terms have the meanings set forth below:

- (1) “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Project.
- (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than DLCD or Recipient.
- (3) “Product(s)” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Recipient is required to deliver to DLCD or create pursuant to the Project and this Grant, including but not limited to any Product(s) described in Exhibit A.

Recipient hereby grants to DLCD, under Recipient Intellectual Property and under intellectual property created by Recipient 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 Recipient pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Recipient 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, Recipient 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.

O. Promotional Use of Recipient Information. Recipient agrees that DLCD may use Recipient and information provided to DLCD by Recipient in the promotion of State’s programs and services. The following typifies, but does not limit, the information State may use in its promotion(s): business name, general description of the Project, total Project cost, amount of the award.

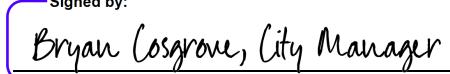
P. Insurance; Workers’ Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

By signing below, the parties acknowledge they have read and understand this Grant and agree to be bound by its terms and conditions.

**STATE OF OREGON**  
acting by and through its  
Department of Land Conservation and  
Development

By:   
Ethan Stuckmayer, Housing Division Manager  
F81E022729384FF...  
Ethan, Stuckmayer, Housing Division  
Manager

**CITY OF WILSONVILLE**

  
Bryan Cosgrove, City Manager  
0A4676383BEF4DE...  
Bryan Cosgrove, City Manager

Date: 1/22/2026

Date: 1/22/2026

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

Not Required per OAR 137-045-0030

## EXHIBIT A – CONTACT INFORMATION; PROJECT DESCRIPTION

### City of Wilsonville Housing Statutory Compliance Project

**Contact Information:** Except as otherwise expressly provided in this Grant, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently indicate in writing pursuant to this Section:

#### **DLCD**

Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem OR 97301-2540

Grant Administrator: Samuel Goldberg  
Title: Housing Policy Analyst  
Telephone: 971-458-3202  
Email: [samuel.goldberg@dlcd.oregon.gov](mailto:samuel.goldberg@dlcd.oregon.gov)

#### **Recipient/Grantee**

City of Wilsonville  
29799 Town Center Loop E  
Wilsonville, OR 97070

Contact: Kim Rybold  
Title: Senior Planner  
Telephone: 503-570-1583  
Email: [rybold@wilsonvilleoregon.gov](mailto:rybold@wilsonvilleoregon.gov)

#### **Background:**

This Project will update Recipient's Development Code to comply with recent legislation related to the land use review process for residential development applications and modifications to middle housing development standards. To maximize efficiency with varying compliance timelines, the Project will be completed in two parts.

- Part 1 of the Project will address process related components of SB 974 (2025), which requires certain residential development applications to be reviewed through an administrative land use process. The Project will integrate Action C of the Recipient's 2025 Housing Production Strategy, which calls for the Recipient to implement an administrative review process for residential development.
- Part 2 of the Project will focus on modifications to the Recipient's middle housing allowances, middle housing land division process, and other related Development Code amendments consistent with House Bill ("HB") 2138 (2025).

#### **Project Description:**

Recipient will, with the assistance of a professional consultant, properly licensed or certified (if applicable), complete the following:

- Project Management
- Development Code Assessment – Residential Review Process (Part 1) – Review and Outreach
- Draft and Final Code Amendments (Part 1)
- Adoption (Part 1)
- Development Code Assessment – Middle Housing and Related Updates (Part 2)
- Draft and Final Code Amendments (Part 2)
- Adoption (Part 2)

**Grant Products:**

Recipient must submit Grant Products to DLCD, including but not limited to the following:

- Summary of major tasks and action items for the Project – must be submitted to DLCD within 60 days of Grant Effective Date
- Proposed Project schedule – must submitted to DLCD within 60 days of Grant Effective Date
- Memorandums assessing statutory changes and approach to Development Code amendments
- Draft Code amendments
- Final hearings-ready Code amendments
- Presentation materials, staff reports, meeting notices, hearing notices, agendas, and notes or meeting minutes for all Project-related meetings

<b>EXHIBIT B - PROJECT BUDGET</b>
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<b>Line Items</b>	<b>DLCD Funds</b>
Project Management	\$12,000
Development Code Assessment (Part 1) – Review and Outreach	\$25,000
Draft and Final Code Amendments (Part 1)	\$35,000
Adoption (Part 1)	\$4,000
Development Code Assessment (Part 2)	\$20,000
Draft and Final Code Amendments (Part 2)	\$20,000
Adoption (Part 2)	\$4,000
<b>Total Grant Funds</b>	<b>\$120,000</b>

Any variance between budgeted line-item values within the total Grant Funds amount is subject to prior written approval (email acceptable) from the DLCD Grant Administrator, or successor.

## EXHIBIT C – PROJECT REQUIREMENTS

Recipient shall comply with the following Project requirements, as applicable to their Project and outlined in further detail below:

**A. Grant Products:**

- (1) Provide all draft and final Grant Products, including any memos, reports, and maps produced by this Agreement in a digital media format to the DLCD Grant Administrator and [housing.dlcd@dlcd.oregon.gov](mailto:housing.dlcd@dlcd.oregon.gov). The term “digital media” means a compact disc, digital video disc, USB flash drive, e mail, or FTP submittal authorized by DLCD.
- (2) Recipient shall follow Exhibit D - Geographic Information System and Data File Requirements if applicable to the Project and any Grant Products.
- (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) A final draft Grant Product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) may be accepted for approval instead of an adopted Product when requested in writing and received by the DLCD Grant Administrator and to the DLCD Grant Administrator and [housing.dlcd@dlcd.oregon.gov](mailto:housing.dlcd@dlcd.oregon.gov) at least 60 days prior to Project Completion Deadline. The request will be reviewed and approved in writing by DLCD 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 Completion Deadline. Any final draft Grant Product shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product.
- (5) Post Acknowledgement Plan Amendments: Any applicable final Grant Products must also be separately submitted to DLCD using [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, OAR 660-018-0021, and OAR 660-018-0022. The products must be adopted by the governing body and submitted using [Form 2, “Notice of Adoption”](#) as set forth in ORS 197.615 and OAR 660-018-0040.

- B. Provide a legible copy of signed agreements or contracts between Recipient and any contractors hired to provide Project services to Recipient no later than three business days after both parties have signed the contract or agreement.
- C. Ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any of the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660 012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Recipient.
- D. Commit to overall management of Grant Funds, Project activities, and reporting obligations to ensure compliance with Grant terms.
- E. Maintain regular correspondence with DLCD to discuss Project status, challenges, or potential changes to the Project, and to provide an opportunity for review of draft Grant Products.

- F. Provide notice to DLCD and any other applicable parties, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Grant.
- G. Provide Project status reports to DLCD. Project status reports are due September 1, 2026, and March 1, 2027. Project status reports must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD and must include the following:
  - (1) Summary: A brief overview of the Project's progress, major achievements, and any significant changes or challenges encountered during the period.
  - (2) Progress on Objectives: Detailed updates on the progress toward each Project objective, specific activities completed, milestones achieved, and any deviations from the planned timeline and objectives.
  - (3) Challenges and Solutions: Description of any challenges or obstacles encountered and steps taken to overcome these challenges.
  - (4) Upcoming Activities: Outline of planned activities and objectives for the next reporting period, as well as adjustments to the timeline or Project plan, if necessary.
- H. Provide Project closeout report to DLCD no later than July 10, 2027. The Project closeout report must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD, and must include the following:
  - (1) Project Summary: A concise overview of the Project, including objectives, activities, engagement, and outcomes.
  - (2) Final Outcomes and Impact: Detailed description of the Project's achievements and its impact, including evaluation of how well the Project met its original goals and objectives.
  - (3) Compliance and Certification: Confirmation that all Grant terms and conditions were met.

## EXHIBIT D – GEOGRAPHIC INFORMATION SYSTEM AND DATA FILE REQUIREMENTS

The Recipient shall follow the following requirements for all Geographic Information System (GIS) and data files related to the Project:

**A. Format and Delivery:**

- (1) Provide all data files created, revised, or updated under this Grant in widely used, open, non-proprietary formats whenever possible. For spatial GIS data, acceptable formats include ESRI-compatible file geodatabases, shapefiles, or feature classes. For non-spatial data, acceptable formats include CSV, Excel (XLSX), or JSON.
- (2) All files must be clearly labeled and organized in a logical folder structure. A summary document describing the content of the deliverables, the purpose of each dataset, source data (if applicable), field definitions, and any known data limitations or assumptions must accompany the data.
- (3) If the Recipient lacks GIS capability, spatial data files may be submitted as high-resolution digital maps (PDF) along with supporting data in tabular formats (e.g. Excel, CSV) with prior written approval from the DLCD Grant Manager.

**B. Coordinate System for Spatial Data:**

- (1) All spatial datasets must have a defined and consistent coordinate system. The projection may be determined by the Recipient but must be documented in both the dataset properties and metadata.

**C. Data Quality and Standards:**

- (1) Spatial data must be free of topological errors (e.g., overlaps, gaps, slivers) and maintain logical consistency in geometry and attributes.
- (2) All datasets (spatial and non-spatial) must include clear, complete, and consistent attribute fields. Field names should be intuitive and defined in accompanying documentation or metadata.
- (3) When applicable, domain values or code lists must be included or referenced.

**D. Metadata:**

- (1) Spatial datasets should include metadata compliant with the [Oregon GIS Metadata Standard](#).
- (2) Metadata must include, at a minimum: dataset title, abstract, spatial extent (if applicable), data creation date, responsible party, projection, and attribute descriptions.
- (3) Non-spatial datasets must include a data dictionary or documentation that defines all fields, units, and any codes or classifications used.

**E. Ownership and Use:**

- (1) DLCD may display, integrate, or distribute data files in internal systems, public data portals, or with partner agencies unless otherwise restricted by written agreement.
- (2) Recipient and their agents are not responsible for any use, interpretation, or redistribution of the data by DLCD once it has been submitted and accepted.