

# CITY OF MOSIER

small enough to make a difference

Topic: City Council Meeting City of Mosier

Time: Feb 2, 2022 06:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

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Meeting ID: 829 4568 4401

Passcode: 940833

One tap mobile

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**PLEASE CALL OR TEXT JAYME BENNETT IF YOU HAVE TECHNICAL ISSUES: 541-490-7411 [jayne.bennett@cityofmosier.com](mailto:jayne.bennett@cityofmosier.com)**

I	6:00 pm	<b>Call to Order/Roll Call – Council President Witt Anderson</b>	
II		<b>Agenda corrections or additions</b>	
III	6:05 pm	<b>Business from the Audience</b> - This is for Mosier residents and anyone else to express concerns, needs, or opportunities. Please keep your comments succinct and under two minutes. You may bring in written materials for Committee and Staff to review. The Facilitator can assign the issue to a future Committee, or to an appropriate staff member. Please realize that we cannot always offer a response immediately but will give the matter due consideration. We encourage the participation of all stakeholders in our community.	5 mins
IV	6:10 pm	<b>Approval of: January 05, and January 19, 2022, MTG MINS</b>	5 mins
V		<b>BUSINESS</b>	
1.	6:15 pm	<b>JUF Management Agreement Types Review (FYI) – LW/WA</b>	30 min
2.	6:45 pm	<b>Comp Plan DLCD Grant Resolution -KS</b>	15 min
3.	7:00 pm	<b>General Project Updates – JG</b>	15 mins
4.	7:15 pm	<b>Interim City Manager/Recorder Updates: review policy on RCP gate</b>	10 mins
5.	7:25 pm	<b>Items for Next Agenda (Feb 15)/Announcements</b>	5 mins
	730	<b>ADJOURN</b>	



**City of Mosier City Council Meeting  
January 19, 2022  
6:00 PM ZOOM**

**6:00 Witt Anderson Calls Meeting to Order**

Attendance: Mayor Arlene Burns, Acasia Berry, Witt Anderson, Peny Wallace, Charlie Cannon, Brenna Campbell

Ron Wright, Absent excused

Wasco County Commissioner Scott Hege

Staff: Laura Westmeyer City Attorney, John Grim City Engineer, Katie Skakel City Planner, Jayme Bennett City Recorder

Audience/Participants: Bill Grater, Andrea Rogers, Mark Cherniack, Sam Trelstad Main Street Mosier (MSM), Kim Kovalich MSM

Agenda Addition (Mayor Burns): Adjustment to agenda folds into the Joint Use Facility/Mosier Center (JUF) update, though extends the time on the item.

Public Comment/Business from the Audience: Bill Grater: I am just a neighbor and here to join the meeting and get more involved in the community. Council thanks and appreciates Mr. Grater.

**Approval of 01/05/2022 Minutes:**

**The minutes for the 01/05/2022 meeting will be reviewed and motioned on the 02/02/2022 council meeting with the minutes from 01/19/2022 minutes.**

**Commissioner Hege has no updates, just likes to join the meetings and have a presence.  
From Wasco County:**

Over the weekend - the state had 28k new cases of COVID-19 - Wasco County hit our highest numbers as well. Public Health session today went great and this is still serious. We have 2 ICU beds open currently, still a significant hospital situation – imploring the community to get your vaccine, your boosters, and wear masks.

Additionally, up behind Mosier there is a development, and the adjacent properties are issuing appeals - no hearing today, because of attendance issues. Maybe keep an eye on this. Of course, it is unfortunate when neighbors argue.

Sam: There is no violation of land use etc. It is a 20-acre parcel off Huskey with goats and there is a neighbor vs. neighbor quarrel.

The sessions are taped, and you can tune in via ZOOM. See chat for link. (see Mosier City Recorder Jayme Bennett for chat records: [jayme.bennett@cityofmosier.com](mailto:jayme.bennett@cityofmosier.com) 541-490-7411).

Google and strategic investment program and monetary distribution: 100m over 20 years - money set aside for greater good for other communities such as Mosier to come for a piece of the opportunity to better our region.

Mayor Burns asks about fire - yes, commissioner - we are talking about making a loan to The Dalles regarding the construction of their facility etc. there is a lot of resource that will go into this (taxing entities inside tax code 97) - they'll get taxes from the facility and community services fee for it. First agreement goes out next tax statement, which encompasses taxes on their first development in The Dalles.

### **Business Item I: Project Updates John Grim City Engineer**

Not sure the spreadsheets are particularly fine-tuned to the level we, as staff operate on, and I can't speak to them since Colleen isn't here tonight. Jayme and I overlap and work together to accomplish things. Colleen worked to put together the info for the new City Manager at a high level once they are hired and start work. This is a resource for the new CM - not necessary to go through it tonight.

Witt Anderson: First, thank you to Colleen even though she's absent. We all offer her thanks and it is a road map and task list to carry on her hard work.

City Manager has the staff and action list etc - and council is here for policy, but also the staff and City Manager works for council and needs this knowledge to carry forward.

John Grim HWY 30 intersection project keeps getting pushed – John Grim will ensure it is not in conflict with the harvest season for the valley. Also will check with Pat C of ODOT on the HWY 30 project.

JUF: Business Oregon 2.0-2.6 (?) rate on loans currently - available next couple months. The fire board is open to pursuing a loan in the interim - they are not clear if they are feeling comfortable or not finalizing it. Given the short fall and climbing rates etc . We, the City of Mosier feel it is a yes, as the facility is needed.

### **Business Item II: Transition Plan for City Manager and Interim: Colleen Coleman, John Grim, Jayme Bennett:**

Mayor Burns: We also have the potential to obtain New Market Tax Credits (NMTC) that could help take us over the finish line on this long-standing community need - if the Fire Dist. steps up and does their share of the lifting.

specifically, there are two things pressing: If Witt is willing to interim PM this while we transition - we would like to ask him to work with JG until we get a PM in place or a hired out position - he is clearly qualified - JG back up on that.

Witt: We have the Chief and had Colleen – (one member each side of the team so it was balanced) - obviously Colleen has done the heavy lifting, per Committee and Board process.

1. Could be awkward to be Committee and Council and PM – is there a conflict or perception of conflict?
2. Periods of time I am out of the area and unavailable, that is concerning to me.

From the City perspective, what are your thoughts – Laura Westmeyer (City Attorney)?  
Is it too incestuous?

Laura Westmeyer: Perception is different from the structure etc. council was appointed to sit on the committee under the IGA they need to be equal members- so if Anderson steps down, we appoint another rep for the city side - it wasn't formally appointed by council, it ended up via JUF that CC did it/ it ended up that way. There is no formal process or vote. So no conflict.

Randy Boehm would likely be available to help up especially later as we get into design etc.

Charlie Cannon: If the roles for the actual construction piece is focused different than the funding and deadline role, I think this is great.

Mayor Burns - other issue – We have a commercial kitchen donation to JUF

Community members with subject matter expertise are going to JUF committee regarding this component - if you can tune in, great, and of course, we will come back to council with committee recommendation. Great group of people coming together to make this happen.

John Grim: Temporarily can “carry the torch” until we get a new PM - the new City Manager should not take this on, they need day to day activities to run smooth. No new projects.  
Peny Wallace- agree with Witt, John, and Arlene - Witt is a great person for this job, thank you John for being available.

Jill has the fundraising component in hand - that is the heavy lift. The DD, CMGC, etc, O and M agreement are handled - Fire Board is on their fundraising. Most will carry on without too much oversight.

**Business Item III: Resolution to appoint Jayme Bennett as Interim City Manager, Laura Westmeyer:**

**Motion to appoint Jayme Bennett as Interim City Manager per Resolution:**

**Discussion: Jayme Bennett would like the salary of the City Manager according to budget FYE 2022 and will carry on both roles as ICM and City Recorder. Council agrees.**

**I move to adopt the Resolution before us, as revised though discussion, appointing Jayme Bennett as the City Manager Pro Tempore.**

**1<sup>st</sup> Peny Wallace**

**2<sup>nd</sup> Acasia Berry**

**All in, motion passes, no opposition 6:52**

**Motion to appoint City Engineer for the permitting document signing:**

**Discussion:**

John Grim: Colleen did the signatures for Wasco County bldg permit applications - - it would be nice not to shoot them to Jayme at this time.

Laura Westmeyer: I have a motion prepared – it is most efficient - it is a sign off on the permit form.

Feedback loop to the city- and is our planner involved? Document ownership in house?

City staff and control internally as well? Correct.

Witt- this should be one of those things we should have periodic updates on going forward.

All agree.

Laura's resolution is in the chat.

Cannon: Any of the more questionable permits should still come to council - outside of normal. - Not a standard one - otherwise agree

**Motion: I move to authorize City Engineer to approve and sign, on behalf of the City, site development permits and any City approvals needed for building permits through Wasco County:**

**1<sup>st</sup>: Brenna Campbell**

**2<sup>nd</sup>: Charlie Cannon**

**All in, motion passes, no opposition 7:04**

**Applicants and City Manager Position:**

7 applicants, we have a review committee - Laura, Colleen, Witt, Ron, (sadly, unable to attend this evening are Ron and Colleen). Shared the packet with the Mayor and independent all 4 came in conclusion there are 3 top candidates.

Review and conversation about the process and candidates - the other consideration is that by the end of Feb - move forward - interviews etc – given we will have our FCSG analysis back.

We don't need a vote or resolution – let's shoot for first council mtg. in Feb for interviews and it is only logical via ZOOM for public safety, and one one is in Missouri, and one is in Oregon.

Mayor Burns: Thank You Witt for taking the lead on this - we might need to buff out the recruitment committee - thank you for the reference check and the lead etc. if you want any more people in the loop, please let us know how best to support.

Acacia Berry: I am excited we have strong candidates - after references checks - let's make sure further recruitment is also not a decision that is desperate or makes us feel we must take immediate action.

Peny Wallace: I agree with Acacia - and we have “until filled” and I like this approach.

Charlie Cannon: All options open and outreach continues until we have the best person for our community.

Laura Westmeyer: The solicitation closing date was 14<sup>th</sup>.

Brenna Campbell: Great to check out these two people, but like leaving open and continuing to cast a wide net.

Mayor Burns: Good to also think about Laura helping us with questions, about the feel of the community and the vision - maybe Laura can assist with this process more acutely going forward.

Similar or same questions as when Colleen was hired. - Witt felt they were a little wordy and lengthy and would like to boil down but not put in too much effort or overthink.

Mayor Burns suggests Brenna Campbell work to assist with the questions on the interview process given her experience owning a business in Mosier and hiring process.

Jayne suggests community member join the hiring committee as is practice in Hood River and other communities. Mark Cherniack Suggest same.

Community Members (Andrea Rogers) and Acasia Berry again bring forth the concern around a diverse applicant pool and reaching a more diverse market for equity and opportunity for participation.

Witt will simplify questions and send to Brenna and Mayor Burns - Peny asks also if Sam from MSM would also look. Sam would be willing to do that as community member input for questions. After Mayor Burns and Brenna look.

MSM is taking a more active role in government in Mosier and this would be an ideal contribution.

Lara: Yes, there is no problem in that - but there is public input on the proposed selection would take place at the meeting in the interviews specifically, so legally this process is already adopted.

**Takeaway Mayor Burns and Brenna review then send to Sam then we engage in our public process.**

Witt Anderson: Two questions come up – 1: What is your comp package total of retirement, medical and salary 86k

If the candidate gets asked - this is commensurate with your experience (and our range is subject to negation 75-95k).

Charlie raises the issue of a performance mechanism

Witt agrees - performance objectives, keeping in mind the cost of living is high.

Smallest community in our salary comparison we could find is 2k people and the pay was 93k  
Negotiation: What do they bring vs resume reference and interview etc.

Mayor Burns: We are a tiny town with big initiatives

Reminder from Mayor Burns to thank applicants for applying - and follow through with communications and giving everyone the acknowledgment etc.

Acasia Berry was in one of the past interviews - we are to have notes kept etc. Let's make sure we have notes from each interview and a process that doesn't get subjective.

Decision making process - same questions rating scale etc. Just as we did in selection criteria for the USDA water project.

Witt feels he has enough to move forward.

Announcements: We would like to do something nice for Colleen to express our appreciation for her and all her hard work to get us to where we are today.

Card and a note and a gift card.

**Adjourn: 8:04**

## Staff Report

Meeting Date: 02/02/2022

<u>Staff:</u>	Katie Skakel City Planner
<u>Agenda Title:</u>	Audit Update
<u>Agenda Action:</u>	Authorization to accept grant agreement

Department of Land Conservation and Development (DLCD) has technical assistant grants available for municipalities. On behalf of the City of Mosier, with City Council resolution, the City Planner submitted a grant in the amount of \$10,000. The City Planner received approval of the grant and must accept the funding by February 14, 2022. Per City Policy, the City Council must approve acceptance of the DLCD grant.

- 1) The grant amount requested and received is \$10,000. Attached is the contract on page 8 and the agreement of work pages 1-8.
- 2) The City's cost consists of minimal hours of in-kind work as far as Notice requirements by City Recorder.
- 3) Typically, the city needs a resolution from City Council to apply and accept grant funding. The resolution is attached and needs authorization by the Mosier City Council.

**BEFORE THE CITY COUNCIL  
FOR THE CITY OF MOSIER, OREGON**

**Resolution No. 2022-02**

**Resolution Authorizing Acceptance of a Technical Assistance Grant from the  
Department of Land Conservation and Development to Update the City's  
Comprehensive Plan**

**WHEREAS**, the Mosier City Council authorized the City Planner to submit a grant request in October of 2021 to the Department of Land Conservation and Development (“DLCD”) to assist in the funding of a Technical Assistance grant to update the City’s Comprehensive Plan and committing the City to providing in-kind local matching funds; and

**WHEREAS**, DLCD approved the City’s request and has offered the grant award to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MOSIER CITY COUNCIL:**

**Section 1. Authorization to Accept Grant Agreement.** City Planner, Katie Skakel, is hereby authorized to accept the technical assistance grant from DLCD to update the City’s Comprehensive Plan, and is authorized to sign on behalf of the City of Mosier any documents and agreements needed for the grant acceptance.

**Section 2. Effective Date.** This Resolution is effective immediately upon adoption.

**INTRODUCED AND ADOPTED** this 2nd day of February 2022.

**CITY OF MOSIER**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**Attest:** BY: \_\_\_\_\_ TITLE: \_\_\_\_\_



# Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

[www.oregon.gov/LCD](http://www.oregon.gov/LCD)

January 13, 2022

Katherine Skakel, City Planner  
City of Mosier  
208 Washington Street  
Mosier, Oregon 97040



SENT VIA E-MAIL

**Re:** City of Mosier Grant No. TA-23-221 Agreement for Comprehensive Plan Update – Mosier Small Enough to Make a Difference

Dear Katherine:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Mosier a grant in the amount of \$10,000 for the Comprehensive Plan Update – Mosier Small Enough to Make a Difference. You will find the grant agreement in an attached PDF file. Please read it carefully.

Please e-sign the contract at page 8, or print, sign and scan the signed page. The agreement must be signed by the City of Mosier and pages 1-8 of the agreement returned to DLCD. Whether returning the signed agreement via mail or e-mail, it must be received by DLCD's Salem office within 30 days of the date of this letter. If the signed agreement is not received by February 14, 2022, this offer may be withdrawn.

The attached grant agreement is not in effect until signed by the City of Mosier and DLCD. An electronic file of the agreement with both signatures will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have questions about the agreement, please contact me at 971-345-1987 or [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov). If you have other questions about the project, please contact your grant manager, Angie Brewer, at [angie.brewer@dlcd.oregon.gov](mailto:angie.brewer@dlcd.oregon.gov) or Josh LeBombard, at 541-414-7932, or [josh.lebombard@dlcd.oregon.gov](mailto:josh.lebombard@dlcd.oregon.gov).

Yours truly,

Angela Williamson, Grants Administrative Specialist

cc: Angie Brewer, DLCD Regional Representative (as of January 24, 2022)  
Josh LeBombard, DLCD Interim Regional Representative

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2021-2023 TECHNICAL ASSISTANCE GRANT

<b>AGREEMENT COVER SHEET</b>	
<b>This cover sheet is informational and not a part of the agreement</b>	
<b>Offer Date:</b> January 13, 2022	
<b>Grantee</b> City of Mosier 208 Washington Street Mosier, Oregon 97040	<b>Grant No.</b> TA-23-221
<b>Project Title:</b> Comprehensive Plan Update – Mosier Small Enough to Make a Difference	
<b>Grantee Representative</b> Katherine Skakel, City Planner 541-806-0504 <a href="mailto:Katie.skakel9@gmail.com">Katie.skakel9@gmail.com</a>	<b>DLCD Grant Manager</b> Angie Brewer <a href="mailto:Angie.brewer@dlcd.oregon.gov">Angie.brewer@dlcd.oregon.gov</a>
<b>GRANT AMOUNT:</b> \$10,000	<b>CLOSING DATE:</b> May 31, 2023
<b>Last day to amend agreement:</b> March 1, 2023	

### Signature

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

### List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by May 31, 2022 (Project Requirement 7)

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

Task 1: Inclusive Outreach Plan

Task 2: Comprehensive Plan Review

Task 3: City Council Works Sessions

Task 4: Final Comprehensive Plan Amendments

Task 5: 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  
2021-2023 TECHNICAL ASSISTANCE GRANT  
AGREEMENT

**DLCD Grant Number:** TA-23-221

**City of Mosier**

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 Mosier**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

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

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

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

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$10,000** (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 DLCDC within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

**14. Termination:**

- a. **DLCDC's Right to Terminate at its Discretion.** At its sole discretion, DLCDC may terminate this Agreement:
  - i. **For its convenience** upon thirty (30) days' prior written notice by DLCDC to Grantee;
  - ii. **Immediately upon written notice** if DLCDC fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCDC, 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. **DLCDC's Right to Terminate for Cause.** In addition to any other rights and remedies DLCDC may have under this Agreement, DLCDC may terminate this Agreement immediately upon written notice by DLCDC to Grantee, or at such later date as DLCDC 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 DLCDC's notice, or such longer period as DLCDC may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCDC if DLCDC is in default because DLCDC fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCDC fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

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

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

**Grantee:** City of Mosier

**Grant No.** TA-23-221

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

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

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

**PROJECT PURPOSE STATEMENT**

Update of the City of Mosier’s Comprehensive Plan including an analysis of work done in the city since 2004 that has not been integrated into the Comprehensive Plan. The analysis will provide data needed for a planned update to the Comprehensive Plan and zoning ordinances. It will also provide data related to workforce housing strategies, updating the Buildable Lands Inventory, and the advisability of zone changes that are being considered in areas of the city and the Urban Growth Boundary.

**PROJECT OVERVIEW AND MANAGEMENT**

Overall management of the Project will be the responsibility of the Grantee and assisted by the DLCDC Grant Manager. Specific Project management duties of Grantee will include:

- a. Selecting a consultant and contracting for consultant services;
- b. Overseeing consultant work described in this Project Description;
- c. 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 use the City Council as the Advisory Committee. Representatives from other affected agencies and organizations will be asked to participate in the City Council meetings. Representation will include but not be limited to the following: Main Street Mosier committee, local food bank, Mosier Valley Fire Board Volunteer, Farm worker representative.

***Consultant Role***

The Project will use consultant services. The consultant is expected to produce product deliverables and attend regular meetings of the City Council.

***Project Meeting Materials***

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

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

***Project Schedule***

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCDC may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2023.

***Expectations for All Written and Graphic Products***

All reports and Products will be delivered to the DLCDC 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 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.
7. Grantee will complete the following by May 31, 2022:
  - a. Identify relevant impacted priority populations and devise a community outreach and inclusion plan.
8. 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.
9. Grantee will consult closely with the DLCD 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.
10. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCD Salem office at least 60 days prior to Project End Date. 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 End Date.

11. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report in detailing why the product was not adopted and a timeframe for the future adoption of the product.
12. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
13. Grantee will consult with the DLCDC Grant Manager, Wasco County, Oregon Solutions, MCEDD, and ODOT in the development of Products and provide an opportunity for timely review of all draft Products.
14. Grantee will submit a written status report at the request of the DLCDC Grant Manager at any time outside of the payment schedule in addition to the reports submitted with Attachment C.
15. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments, or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

### ***GIS Requirements***

16. 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).
17. 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.
18. DLCDC may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
19. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

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

### **Pre-Task Submittals**

The priority population outreach plan in Project Requirement 7(a) in this Project Description and Budget will be submitted.

*Pre-task Timeline:* By the date specified in the requirement.

*Pre-task report budget:* \$0

### **Task 1: Inclusive Outreach Plan**

The consultant, with guidance from the PST, will develop an inclusive outreach and engagement plan that supports participation of priority populations in steering or citizen advisory committees.

*Task 1 Products:* Identification of impacted priority populations in project plan area, outreach and engagement plan for priority populations, an evaluation framework for inclusive participation.

*Task 1 timeline:* May 31, 2022

*Task 1 budget:* \$500

### **Task 2: Comprehensive Plan Review**

The consultant will review all documents as provided by the city related to planning not part of the Comprehensive Plan. A draft report will be written analyzing the viability to be adopted into an updated Comprehensive Plan (i.e., building lands inventory, natural hazards information, utility location present and future, and others). Essentially, since 2004, what should have been adopted into the City's Comprehensive Plan.

*Task 2 Products:* Draft analysis report of Comprehensive Plan

*Task 2 timeline:* July 31, 2022

*Task 2 budget:* \$3,000

### **Task 3: City Council work sessions**

The consultant will hold a number of work sessions with the City Council to update them on the importance of the Comprehensive Plan, why it needs to be updated, possible legal implications, and then to go through each goal and its policies to get feedback from the Council. The City will be writing short term rental regulations in 2021/22 and along with the regulations, an update to Goal 10 – Housing will be necessary to help justify why they are needed in Mosier, at this time.

*Task 3 Products:* Summary of work session products and proposed amendments

*Task 3 timeline:* November 30, 2022

*Task 3 budget:* \$2,000

#### **Task 4: Final Comprehensive Plan amendments**

The consultant(s) will draft final versions of the Comprehensive Plan amendments and submit it to city staff, contract planner and the advisory committee members (listed below) for review. Consultant(s) will make final changes and corrections as requested. The final documents will be brought back to the City Council for final approval and adoption. Products/Outcomes: Presentation of final version at City Council and adoption by the City Council. Final versions of the roadmap for the Comprehensive Plan and PAPA submittals will be completed and ultimately submitted.

**Task 4 Products:** Final version of amendments to Comprehensive Plan

**Submit 35-day notice.** Prepare and submit hearings-ready Products from Task 4 online at [https://db.lcd.state.or.us/PAPA\\_Online/Account/Login?ReturnUrl=%2fPAPA\\_Online](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 4 Product(s) in a digital media format to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

**Submit Notice of Adoption.** Prepare and submit signed ordinance(s) adopting the Products from Task 4 online at [https://db.lcd.state.or.us/PAPA\\_Online/Account/Login?ReturnUrl=%2fPAPA\\_Online](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 4 timeline:** May 31, 2023

**Task 4 budget:** \$4,000

#### **Task 5: Equity and Inclusion Self-Assessment**

Grantee to complete equity and inclusion self-assessment using evaluation framework developed in Task 1. Report describing grantee's performance against its goals for inclusive outreach and engagement for the project to be provided to DLCD.

**Task 5 Products:** Equity and Inclusion self-assessment

**Task 5 timeline:** May 31, 2023

**Task 5 budget:** \$500

#### **FP – Final Payment**

Reimbursement of **up to \$10,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 1-5. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants

Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2023.**

**Budget Summary**

Task 1 – Inclusive Outreach Plan	\$ 500
Task 2 – Comprehensive Plan Review	\$ 3,000
Task 3 – City Council Work Sessions	\$ 2,000
Task 4 – Final Comprehensive Plan Amendments	\$ 4,000
Task 5 – Equity and Inclusion Self-Assessment	\$ 500
<b>TOTAL</b>	<b>\$ 10,000</b>

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

Angie Brewer  
Central Regional Solution Center  
1011 SW Emkay Drive, Suite 108  
Bend, Oregon 97702

Office: TBD

E-mail: [angie.brewer@dlcd.oregon.gov](mailto:angie.brewer@dlcd.oregon.gov)

OR

**Grant Program Manager:**

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

Office: 503-856-6935

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

Payment requests should be sent to:

**Grants Administrative Specialist**

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

Office: 971-345-1987

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

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

Grantee Name <b>City of Mosier</b>		Grant No. assigned by DLCD <b>TA-23-221</b>		Final Payment <b>Yes No</b>	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: <b>May 31, 2023</b>		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
<b>Transactions</b>		<b>Previously Reported</b>		<b>This Payment</b>	
				<b>Cumulative</b>	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
<b>5. Total (add lines 1-4)</b>					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
<b>10. Total (add lines 6-9)</b>					
<b>11. Payment requested (from line 5)</b>		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
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**

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

**Department of Land Conservation and Development  
2021-2023 Planning Technical Assistance Grant Agreement  
Interim Reimbursement and Closeout Form Instructions**

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

***General Instructions and Reminders***

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

***Completing the Form***

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

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

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

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

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

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

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

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

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

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

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov), or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-345-1987) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

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



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

Attachment D

FOR DLCD USE
File No.:
Received:

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

Jurisdiction:

Grant No.:

Local file no.:

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

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

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

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

Date of first evidentiary hearing:

Date of final hearing:

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

Check all that apply:

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

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

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

# NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

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

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

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

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

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

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

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

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

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

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<sup>1</sup> 660-018-0022 provides:

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

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

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

**Notice checklist. Include all that apply:**

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

DLCD FORM 2



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

FOR DLCD USE

File No.:

Received:

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

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

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

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

[ ] No

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

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

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

For a change to comprehensive plan text:

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

For a change to a comprehensive plan map:

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

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

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

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

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

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

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

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



## NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

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

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

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

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

This form is available here:

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

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

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

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

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

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

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

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

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

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

### **Notice checklist. Include all that apply:**

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

## Attachment C

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

Grantee Name <b>City of Mosier</b>		Grant No. assigned by DLCD <b>TA-23-191</b>	Final Payment Yes No
Grant Agreement Start Date From: Execution	Grant Agreement Close Date To: <b>May 31, 2023</b>	Period covered by this Payment From:	Period covered by this Payment To:
<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>	<i>DLCD Grant Expenditures</i>
<b>Transactions</b>	<b>Previously Reported</b>	<b>This Payment</b>	<b>Cumulative</b>
1. Salaries and Benefits			
2. Supplies and services			
3. Contracts (see instructions)			
4. Other (provide list & explain)			
<b>5. Total (add lines 1-4)</b>			
<i>Local Contributions (if applicable)</i>			
6. Salaries and Benefits			
7. Supplies and services			
8. Contracts			
9. Other			
<b>10. Total (add lines 6-9)</b>			
<b>11. Payment requested (from line 5)</b>	<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>
<b>12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.</b>			
13. Typed or Printed Name and Title		14. Address where payment is to be sent	
15. Signature of Authorized Certifying Official		16. Date Payment Submitted	

**Do Not Write Below This Line**

**FOR DLCD USE ONLY**

**Do Not Write Below This Line**

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

**Department of Land Conservation and Development  
2021-2023 Planning Technical Assistance Grant Agreement  
Interim Reimbursement and Closeout Form Instructions**

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

***General Instructions and Reminders***

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

***Completing the Form***

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

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

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

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

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

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

- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

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

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

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

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

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov), or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-345-1987) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

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

Date: 26 January 2022  
To: Members of the Joint-Use Facility (JUF) Committee  
From: Terry Moore and Mike Gleason  
Subject: IDEAS REGARDING THE OWNERSHIP AND MANAGEMENT OF THE JUF

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## 1. Background

At its meeting on 20 January 2022, Mike Gleason presented to the Committee an overview of options for the ownership and management of the proposed JUF. At the end of its discussion of those ideas, the agreed that it wanted to pursue the option of creating an intergovernmental agreement (per section 190 of Oregon Revised Statutes) that would form a new authority to manage the JUF. The Committee asked Terry Moore and Mike Gleason to prepare this memorandum summarizing key information about how such an authority would be created and would operate.

Note that our assignment is not to do financial analysis to estimate each agency's contributions to funding to date, or to estimate what the cost of building operation would be once it is done. These are both important questions that need some approximate answers soon. This memorandum, however, is about different ways that the City and District might create binding agreements so that those costs, whatever they are estimated to be, can be divided among them in a fair jointly determined to be acceptable (efficient, fair).

All decisions about the JUF are ultimately the responsibility of the Mosier City Council and the Mosier Fire Board. Those bodies agreed to form the JUF Committee to advise them on key decisions that would have to be made during the design and construction process. The next step of Committee members is to report to their respective elected bodies on the options for JUF ownership, operation, and management, and on their recommendation. In that context, *this memorandum is preliminary information to support a discussion and decision on direction for the JUF management structure by the City Council and Fire Board.* Once they have approved of a direction, more work will need to be done by project staff to develop the details which, again, would go to the respective elected bodies for discussion, amendment, and approval.

This memorandum has four additional sections:

2. Overview of the issue to address
3. How to think about the issue
4. Pros and cons of management options
5. Typical elements of an agreement to create a new management authority

## 2. Overview of the issue to address

Local governments may be multipurpose (e.g., cities and counties) or single purpose (e.g., fire or water district). In some cases there can be advantages to combining public uses and facilities:

- Economies of scale and scope, which means cost savings (both construction and operation) or service improvements over what might occur at separate facilities
- New opportunities for productive collaboration. By working together in the same buildings, agencies with different mission see how they could do things in new, collaborative ways that would provide new or better services.

Those benefits do not come without some offsetting effort. It can be hard to agree on a design, and to craft an ownership, operation, and cost-sharing arrangement that seems fair and efficient to all parties, and that will work efficient. This memorandum gives some background on a practical and common way for Oregon public agencies to deal with the management and administration<sup>1</sup> of a facility they jointly use.

## 3. How to think about the issue

Here is the logic we use that gets us to think of an IGA for a new entity to manage and administer the Mosier Center could be a good idea:

- Service delivery requires built space: for employees, equipment storage and maintenance, and public use.
- Built space must be funded, designed, built, operated, and maintained. For the Mosier Center, lots of progress on funding and design has been made over the last 2 – 3 years. That effort is at a point where it is necessary to think about ownership, facility operation and management, and cost-sharing because:
  - The City and District need tighter estimates of the full costs of construction and operation, and their expected shares of those costs, to be able to make assessments of the size and contents of a building they can afford
  - Potential funders require a applications for funding to explain how the building with be owned and operated.
- Public facilities are ultimately paid for with public funds and are owned by the public. That public ownership, however, occurs via ownership and management by a public entity (e.g., the City, the Fire District) on behalf of the public.

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<sup>1</sup> In this memorandum and in the context of a section-190 IGA for creating an entity related to a joint-use facility, *management* means policymaking (done by a new board, and consistent with specifications in the IGA) about how the facility will be administered, and *administration* means the things that get done (an entity staff member, a contractor, an employee of the City or the District, or a volunteer) to implement those policies (e.g., operations like cleaning, maintenance, scheduling, rental).

- In a public joint-use facility, there are three broad solutions to deal with ownership and cost-sharing, but we believe the real choice starts with selecting from one of two:<sup>2</sup>
  - **Leasing.** One agency builds, owns, and operates; others cost-share via some type of lease arrangement (they rent from the owner agency). Leases can work for any situation, but they are probably the best solution when ownership and use is very different across participating agencies. For example, if a county were building a maintenance yard with some office space at the edge of a city limit, a city might agree to rent an office to support its police department.
  - Create a new management authority. For public agencies to pursue this option, the well-traveled and easiest path is using the authority in ORS, Section 190, to create an intergovernmental agreement that creates the new management authority.

## 4. Why go to the effort of creating a new authority?

We acknowledge that there are tradeoffs. As we noted, it doesn't make as much sense if one agency has put in 95% of the money and expects to have 95% of the use: leasing makes more sense. But when two agencies are both putting in a lot of money and expecting a lot of use, a new authority has some advantages.

- Avoids the kinds of acrimonious conflicts that sometimes occur in lessor/lessee arrangements. Fights over the lease can get in the way of enjoying the advantages of collaboration.
- Allows flexibility of use. It is impossible to predict how changes in population, demographics, preferences, climate, government mandates, technology, and more will affect the Fire District's judgment about the best way to provide services. Changes in demand for services by type, and the type of delivery options, could change District operations and space needs. This type of agreement allows the District a means of amending the space arrangements with its partner, the City, for the good of the larger public.
- Makes financial forecasting a requirement and easier; makes financial review more precise with independent audit.
- Makes contract management more precise.
- Allows earned income to be a direct deduct in facility expenses

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<sup>2</sup> The third is condominium. Like a residential condominium, the agencies share ownership of the framing, exterior, and common outdoor and indoor equipment and space, but they have sole ownership from the walls in for all space that is designated as theirs. It is a possible variation of the how a new management authority could be structured, but right now it seems a needless complication to us.

## 5. Typical elements of an agreement to create a new management authority

This section is just an overview of what we believe to be some of the key elements. The purpose is to give some information to the City Council and Fire District Board so they can decide what kind of agreement they want to direct staff to pursue. More detail will then follow.

### 1. Board membership

This is the policy board to which the other two elected boards have delegated authority to direct the use, maintenance, and administration of the joint facility. This board operates under the direction of the two elected boards (City Council and Fire District Board). It is not a good idea to appoint a public member since this is an asset essential to the function of the other public agencies. At any time, in response to specific issues, the board could appoint a task force with a defined task that would include other relevant players.

### 2. Budgeting

The 190 authority will need to meet budget, procurement, and public meeting laws. Budget documents must be approved by the two elected boards each year. Expenses, income, a chart of accounts, and an audit will be needed each year so both elected boards have a clear picture for relevant oversight.

### 3. Financial forecasting

The fixed assets, fixtures, and equipment have a definable use life, and a predictable cost. The 190 agreement needs to predict these cost into the future, just as an HOA might do for a condo.

### 4. Facilities administration

The 190 board can and probably will delegate administrative duties to one of the member agencies. This responsibility will be carried out under the oversight of the 190 board. Any unresolvable issues will be resolved by the two elected boards

### 5. Changes in use

Use patterns will evolve as the needs of the elected boards change overtime. Small changes that occur year to year will be the responsibility of 190 board. Large changes are the responsibility of the elected boards.

### 6. Resolution of disagreements

The final authority rests with the two elected boards. If they cannot resolve an issue, it should be resolved by an arbitration clause that is part of the original IGA.

### 7. Dissolution

The IGA needs to outline the procedure for dissolution of the 190 board and division of assets .

8. Public meeting and governing rules.

The 190 is a public authority and must abide by all laws applicable to a public board. Those include regular meeting dates, and times. Published meeting agendas, and minutes, and public attendance.

This is the format used when preparing an ordinance . An ordinance adopted by the governing body becomes a law. A law does not require a penalty. it just means that it is codified and becomes municipal code.

Whereas: The City of Mosier (the City) and the Mosier Fire District (the District) wish to co-locate their public facilities into a *joint public facility* so as to achieve the most efficient use of public money

Whereas: The City and the District wish to share the costs of construction, operation, and maintenance, and construction cost of the joint public facility

Whereas: The City and the District need to maintain policy and management authority for the joint public facility

Whereas: The Laws of the State of Oregon (ORS, section 190) allow public authorities to enter into a governmental agreements that allow for such joint use and sharing of costs, management, and policy-making authority.

THEREFORE BE IT RESOLVED

That the City and the District create a joint intergovernmental agreement under the authority of the State of Oregon, Oregon Revised Statute Section 190.

The City and the District create a separate public authority that will serve the joint public purpose of providing the City and the District with the building, utilities, and maintenance necessary to carry out their respective statutory responsibilities.

This authority will be referred to as the Mosier Community Center Authority (hereafter, the MCCA).

The MCCA governing body (also called the Authority's board of directors and, hereafter, the Board) will consist of four people: the fire chief, city manager and two representative of the elected boards. The elected members will be appointed by the city council and the fire district board, independently, by a majority vote of the respective elected bodies.

Note from Mike : Best to have only the elected and appointed member of the two authorities represented. It is to serve their organizational needs, and they are representative bodies

The City and the District delegate to the MCAA all reasonable and necessary authority to conduct the business and maintenance of the joint facility. The MCCA will carry out that authority within the guidance of the joint adopted policy document incorporated within this agreement.

### The Policy Guidance Agreement

- The fire chief will have responsibility for operation and maintenance of the apparatus building, unless the MCCA board has directed otherwise.

- The city manager will have responsibility for unless the CCSA board has directed otherwise.

Note from Mike : City offices and Fire offices may be better treated as common space Someone has to do general administration. It could be the delegated to the fire chief or city manager, but someone has to do the budget, sign contracts etc.

- The use and maintenance of the common space, grounds and city center facility will be the responsibility of the city manager under the guidance of the MCCA. Any conflicts of use, scheduling, security, or maintenance of these facilities will be resolved by the MCCA.
- The MCCA will submit a recommended budget and an audit to each governing board once a year. The City and the District must approve of that budget consistent with their respective budgeting responsibility. Neither board can unreasonably withhold necessary operational expenses, to include utilities, Maintenance contracts, and other necessary expenses.

## **Draft Narrative for Funders to Explain Likely Management Structure for Mosier Center (JUF)**

**1/22/22**

**J. Burnette (with T. Moore)**

After consulting with legal and municipal management experts, the City of Mosier and the Mosier Fire District intend to create a new entity for the management and operation the Mosier Center, a facility to be used jointly by the City and the District.

Oregon law (ORS 190) gives broad discretion to Oregon public agencies to create intergovernmental agreements (IGA) for things they see would be of mutual benefit. Agreements might be as simple as ones to delegate some authority to a committee to manage an investigation of an issue of joint interest. In fact, the City and District used an IGA in that way to create a committee of a subset of their governing bodies to guide the design and funding of the Mosier Center. Now the City and the District have concluded that there are many benefits to having a separate entity manage and oversee the administration (operation) of the facility.

The main benefits of joint development and operation are cost savings. The City and District are already using pooled resources to design the facility, with the expected result that the design and construction costs of the facility will be lower for each than they would be if they were to design and build operate separate facilities on their own. This IGA looks for efficiencies, costs savings, and safeguards against interagency frictions by creating an new entity to manage and administer the facility on behalf and for the benefit of the City and the District.

As part of creating a final agreement the City and District are doing to agree on how they will share the costs the new entity will incur as it fulfills its required obligation to manage and administer the facility.

The agreement will apply to the entire facility including the community center, city offices, outdoor plaza and fire station. The fire station has physical separation from the community center and city offices but will be constructed at the same time and on the same footprint. The Fire District will have use of the community center's facilities for meetings, training and events through a shared calendar.

The new entity will have a Board responsible making decisions related to its delegated authority to manage and administer the facility. The Board will include some members of the City Council and Fire District Board. The entity will have an annual operating budget with income and expenses allocated based on an agreed-to proportionate share from the City and Fire District and will be charged with policymaking related to the administration (operations, including cleaning, maintenance, and events and rental) for the Mosier Center. The agreement will allow the Board to delegate the administrative tasks to employees or contractors or to staff at the City or the District.

The assets of the facility (the building, furniture, fixtures, and built-in equipment<sup>1</sup>) will be held in joint, inseverable ownership, unless the elected governing boards wish to dissolve the IGA. It takes the approval of both the City Council and the Fire District Board to change the IGA and dissolve the assets.

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<sup>1</sup> The IGA will address clearly what special equipment of the Fire District or the City remains the sole property and maintenance responsibility of those entities.

Both the City and the Fire District have the capacity to support the annual maintenance and operating expenses of their individual and shared portions of the facility and have secured support from their respective boards for these plans.

The Mosier Center has the capacity to produce revenue through rental fees. If such revenue exceeds the cost of providing space and services, it will reduce other administrative costs.

The Mosier Center is planned to be a net-zero facility with a rooftop solar array and an energy-saving design that will reduce or eliminate annual energy expenses.

The Mosier Center will be designed and constructed for use over the next 50 years or more. It is planned to accommodate for the growth and expansion of the City of Mosier and the surrounding Mosier area served by the District.

## Staff Report

Meeting Date: 02/02/2022

Staff: Jayme Bennett, Interim City Manager, City Recorder

Agenda Title: Rock Creek Vehicle Access in the Wet Season

Agenda Action: Council Update

Staff Recommendation: For the Record/Policy Memorialization

When there is possibility of the access road puddle (beneath the RR overpass) intermixing with Rock Creek and causing turbidity we will be closing vehicular access to the park.

This was a balanced outcome with environmental concern and parking access for individuals that may require it in the off-season, as well as limited staff and monitoring resources.

There will be discussion of equitable access and fees at a later date, as well as discussion around cameras on the sensitive areas not just for the protection of our watershed, but also for security within the park itself.

This is a follow up document to memorialize a policy proposal and conclusion prior to the installation of the gate in the coming month.

For a record of discussions, deliberations and decisions in this regard, please submit a public records request to City Hall in writing at PO BOX 456, Mosier OR 97040 or by email: [jayme.bennett@cityofmosier.com](mailto:jayme.bennett@cityofmosier.com) or by phone, 541-490-7411.