



## RESOLUTION 2018-013

### **AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) TO ACCEPT A TECHNICAL ASSISTANCE GRANT TO FUND ELEMENTS OF THE COMPREHENSIVE PLAN UPDATE**

**WHEREAS**, DLCD has established Technical Assistance Grants to assist Oregon communities' comprehensive planning and plan updates; and

**WHEREAS**, the City of Sherwood applied for a Technical Assistance Grant for DLCD to prepare an economic opportunities analysis and develop policy recommendations for a housing needs analysis to update the city's comprehensive plan; and

**WHEREAS**, DLCD awarded the City of Sherwood a grant in the amount of \$50,000; and

**WHEREAS**, the City of Sherwood and DLCD have collaboratively developed an IGA that outlines each party's responsibility and commitments and identifies a set of products and milestones that are in line with the City's request; and

**WHEREAS**, an IGA must be signed by the City and DLCD to allow the project to proceed and the funds to be disbursed.

### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The Sherwood City Council hereby authorizes the City Manager to sign the IGA attached as Exhibit 1.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 20th day of February 2018.**

Lee Weislogel, Mayor

Attest:

  
Sylvia Murphy, MMC, City Recorder

STATE OF OREGON  
 DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT  
 2017-2019 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: February 7, 2018</b>	
<b>Grantee</b> City of Sherwood 22560 Pine Street Sherwood, Oregon 97140	<b>Grant No. TA-19-170</b>
<b>Project Title:</b> City of Sherwood Economic Opportunities Analysis and Policy Recommendations for Housing Needs Analysis	
<b>Grantee Representative</b> Carrie Brennecke, Senior Planner 503-625-4242 <a href="mailto:brenneckec@sherwoodoregon.gov">brenneckec@sherwoodoregon.gov</a>	<b>DLCD Grant Manager</b> Anne Debbaut 503-725-2182 <a href="mailto:anne.debbaut@state.or.us">anne.debbaut@state.or.us</a>
<b>GRANT AMOUNT: \$50,000</b>	<b>PROJECT END DATE: May 31, 2019</b>
<b>Last day to amend agreement: March 1, 2019</b>	

**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.

**List of Products**

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by April 30, 2018 (Project Requirement 8)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Public Involvement Plan; public communication materials; public meeting materials

Task 2: Draft EOA report; evidence of TAC/CAC meetings; hearings-ready draft EOA; preliminary and hearings-ready drafts of comprehensive plan economic development element

Task 3: Final Housing Strategy Memorandum; evidence of TAC/CAC meetings, hearings-ready draft HNA; hearings-ready draft comprehensive plan housing chapter

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

2017-2019 TECHNICAL ASSISTANCE GRANT  
AGREEMENT

**DLCD Grant Number:** TA-19-170

**City of Sherwood**

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 Sherwood**, 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: **Standards and Requirements for EOA Product(s)**

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

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$50,000** (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 hererof.
  - 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 DLCDC 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 DLCDC'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 DLCDC Grant Manager at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCDC 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 DLCDC 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 DLCDC. Grantee shall return all Misexpended Funds to DLCDC promptly after DLCDC's written demand and no later than fifteen (15) days after DLCDC'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 DLCD's notice, or such longer period as DLCD may specify in such notice.
  - c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
  - d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.



19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

**Grantee:** City of Sherwood

**Grant No.** TA-19-170

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

**ATTACHMENT A  
PROJECT DESCRIPTION AND BUDGET**

**PROJECT PURPOSE STATEMENT**

The City of Sherwood requested funding to retain technical consultants to prepare an economic opportunities analysis (EOA) and develop policy recommendations to implement the technical analysis that has already been completed for a housing needs analysis (HNA) to prepare for growth in the Sherwood area and southern Washington County region. This work will bring the city into compliance with Statewide Planning Goals 9 and 10. The completed HNA and EOA will result in updates to Chapter 9 (Economic Development) and Chapter 10 (Housing) of the City of Sherwood Comprehensive Plan, including goals and implementation policies.

Not only is the City of Sherwood seeing significant growth in terms of size and population, but it is also witnessing a change in the demographics of the population. Sherwood's population is aging and becoming more ethnically diverse. The city is also continuing to attract younger people and more households with children. These trends are likely to create a change in the types of housing Sherwood will need in the future. In addition, Sherwood is part of a complex, interconnected regional economy. Fluctuating fuel and commuting costs and a growing tourism economy driven by the nearby wine region present many opportunities for the city to diversify its economy and generate economic activity. Providing housing options at the income levels those expected of jobs provide will ensure that Sherwood remains livable and affordable future generations.

In light of these pressures, the city has initiated several efforts. In 2015, the city conducted a long-range community planning process and adopted Metro's first preliminary concept plan for Sherwood West, an urban reserve area of 1,291 acres. In 2017, Sherwood City Council annexed 93 acres of land of the "Brookman Addition." In addition, a bond measure passed to build a new Sherwood High School, with the site proposed to be located within the Sherwood West planning area. Metro expanded the urban growth boundary (UGB) to accommodate the school site and, as a result, the city is developing a proposal to bring additional areas within the Sherwood West area surrounding the proposed new school site into the Metro UGB. As part of Metro's 2018 UGB expansion proposal requirements, Sherwood is updating the technical findings of the city's 2015 Housing Needs Analysis to reflect the most current data. However, the HNA was conducted solely for purposes of data analysis rather than policy creation, and will be used as such for Title 11 concept planning as part of the UGB expansion proposal.

In order to move forward with measures to update the city's comprehensive plan, more analysis is needed to modernize land use ordinances, zoning and development codes to guide growth in the near and long-term future. As a one-biennium project, objectives include:

- Promoting economic development and create jobs for residents of Sherwood and surrounding communities.
- Promoting the diversification of housing types to meet the needs of current and future Sherwood residents.
- Updating a buildable lands inventory of residential and employment lands.
- Compiling and analyzing data on economic development trends.
- Identifying commercial and industrial land needs.

- Developing policies to ensure adequate land to accommodate identified residential and employment needs.
- Providing the basis for updating Sherwood's Municipal Code to implement housing and economic development policies.
- Updating the comprehensive plan to demonstrate compliance with planning goals.

Expected outcomes of these analyses is the assessment of potential sites and sizing for neighborhood retail, professional services and offices, and industrial uses. Through this process, the city is looking to develop clear policies and implementation measures for ensuring quality employment-producing development that strikes a balance between jobs and housing, and reflects the unique history and character of Sherwood. The city proposes to work in coordination with Washington County to ensure the project outcomes also supports regional economic development priorities.

### **PROJECT OVERVIEW AND MANAGEMENT**

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

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

#### ***Advisory Committees***

The Project will employ a technical advisory committee (TAC) composed of local government and state agency staff and others identified by the TAC.

The role of the TAC is to review Project materials and advise on technical issues throughout the project. TAC members shall generally consist of representatives from Sherwood Chamber of Commerce, Sherwood Main Street, Westside Economic Alliance, Metro, Clean Water Services, Sherwood School District, Washington County, Oregon Department of Transportation, Grantee, DLCDC, and the Project consultant. Additional representatives from other affected agencies and organizations may serve as recommended by TAC members.

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

The Project will use a Policy Advisory Committee. The Comprehensive Plan Citizen Advisory Committee (CAC) will review technical analysis, policies, and documents and make recommendations to the planning commission and elected officials. This committee will supplement the recommendations of the TAC. Since the EOA and HNA policy recommendations are part of a comprehensive plan update. A citizen advisory committee is needed to meet Goal 1 requirements.

***Agency Role***

DLCD will provide financial, administrative and technical assistance to the Project.

***Consultant Role***

The Project will use consultant services to perform technical analysis related to the EOA and HNA policy recommendations. The consultant is expected to provide public engagement, an analysis and recommendations relating to the EOA and HNA policy recommendations. The consultant is expected to attend regular meetings of the TAC and to assist local planning staff in presentations to planning commissions and elected officials.

***Project Meeting Materials***

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

Grantee shall prepare meeting agendas and summaries for each TAC meeting. Grantee shall distribute meeting materials electronically to project committee members at least five (5) 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, 2019.

***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 DLCDC.

## PROJECT REQUIREMENTS

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

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: "This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon."
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by April 30, 2018:
  - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
  - b. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
  - c. Identify the number of TAC and CAC meetings needed to complete the project.
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
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 coordinate and provide notice to DLCD, Washington County, Sherwood Chamber of Commerce, Sherwood Main Street, Westside Economic Alliance, Metro, Clean Water Services, Sherwood School District, Oregon Department of Transportation, and the Project consultant of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement. Additional representatives from other affected agencies and organizations may be included as recommended by TAC members.
14. Grantee will consult with the DLCD Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
15. Grantee will submit a written status report quarterly and at the request of the DLCD Grant Manager at any time outside of the reimbursement schedule in addition to the reports required in section 5 of this Agreement or submitted with Attachment C. Quarterly reports shall be submitted in June 2018, September 2018, and December 2018.
16. Grantee will not use grant funds provided under this Agreement for any regularly scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled meetings and hearings.
17. Grantee will submit EOA materials according to the EOA specifications in Attachment D.
18. Grantee will comply with EOA standards and contents requirements per Attachment D. Any EOA Product(s) will be prepared in compliance with requirements of OAR 660-09-0015 as defined in Attachment D.
19. 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).
20. 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/geo/Pages/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.
21. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically

restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. 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.

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

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

### **Pre-Task Submittals**

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

*Timeline:* By the dates specified in those requirements.

*Pre-task report budget:* \$0

### **Task 1: Stakeholder and Public Involvement**

Initial outreach, education and information strategy will be designed to provide community members with information about the purpose of Housing Needs and Economic Opportunity Analyses, and eventual comprehensive plan update. A Public Involvement Plan will outline preferred methods of participation, an implementation schedule and desired outcomes.

Activities will include:

- a. Stakeholder interviews.
- b. Develop key messages for use throughout the project.
- c. Host up to two (2) public meetings and online surveys throughout the process.

#### ***Products:***

- a. Public Involvement Plan
- b. Public communication materials (e.g., key messages, website content, media releases, community newsletter content)
- c. Public meeting materials (e.g., notices, agendas, handouts, meeting notes)

*Timeline:* February 15, 2018 to December 31, 2018

*Task 1 budget:* \$15,000

### **Task 2: Economic Opportunities Analysis**

#### ***Task 2.1 - Demand Analysis of Employment Growth Potential***

The demand analysis will document key economic opportunities and estimate the future demand for commercial and industrial development in Sherwood. This work will build upon the City of



Sherwood Economic Development Strategy (2007), and reflect applicable information obtained in the Tonquin Employment Area (TEA) Concept Plan (2010), TEA Implementation Plan (2015) and the South County Industrial Land Study (funded by a DLCD technical assistance grant in 2016). The analysis will be performed according to the provisions of Attachment D.

*Task 2.2 - Inventory of Employment Lands*

An updated inventory will be prepared of commercial and industrial land that is vacant, underutilized, or redevelopable according to the provisions of Attachment D. The consultant will help define key parcel characteristics that make land suitable or not suitable for commercial or industrial development or redevelopment.

*Task 2.3 - Updated Economic Development Strategy for Sherwood, with Policy*

An analysis and comparison of land capacity and demand will be prepared and its implications discussed with the Grantee, the TAC and business community according to the provisions of Attachment D. Based on these discussions, the consultant will develop a five-year action plan (e.g., the implementation measures) to implement and update the city's 2007 Economic Development Strategy and policies. The implementation measures will identify specific actions that the city should take. Feedback from Grantee and the TAC will be used to develop and refine Sherwood's vision for economic development, economic development goals, and implementation measures. A memorandum outlining an economic development vision, strategy, policy recommendations, and implementing measures will be prepared.

*Task 2.4 - Prepare Draft Goal 9 Economic Opportunities Analysis Report*

A draft Goal 9 Economic Opportunities Analysis report will be prepared that summarizes and synthesizes all the findings, conclusions and recommendations from earlier phases of this task. The Grantee and the TAC will provide input on the draft.

Activities will include:

- a. Prepare Draft Goal 9 Economic Opportunities Analysis report
- b. Conduct two meetings with TAC and one with the CAC
- c. Obtain feedback, and make revisions based on city review.

*Task 2.5 - Prepare Final EOA*

Based on the feedback received and any needed revisions, a final report will be prepared for consideration by the planning commission and city council. The report will satisfy the compliance requirements of OAR 660-009-0015 (Goal 9 Rule) and address the project objectives. The Grantee will be supported during the public hearing and adoption phase of this project and any needed adjustments will be made to the final report based on feedback from these policy-making bodies.

*Task 2.6 - Prepare Draft and Final Economic Development Comprehensive Plan Chapter*

Based on the EOA, a comprehensive plan economic development element will be prepared that incorporates the goals and policies of the EOA and is formatted to fit the document style.

**Products:**

- a. Draft EOA report
- b. Evidence of three TAC/CAC meetings (e.g., agendas, presentation materials, minutes)
- c. Hearings-ready draft EOA

- d. Preliminary and hearings-ready drafts of a comprehensive plan economic development element

**Timeline:** February 15, 2018 to September 15, 2018

**Task 2 budget:** \$30,000

### **Task 3: Policy Recommendations to Complete Housing Needs Analysis**

#### *Task 3.1 - Prepare Housing Strategy Memorandum*

A memorandum will be prepared that provides specific guidance to community leaders and staff on an overall strategy for providing needed housing to meet the forecasted need.

Topics the memorandum will address include:

- a. Identify local government activities that could be implemented to encourage the availability of housing units at price ranges and rent levels commensurate with household financial capabilities and ensure flexibility of housing location, type, and density.
- b. Provide recommendations on future policy and strategies related to affordable housing, and siting and design review criteria for “missing middle housing.”
- c. Identify appropriate strategies for achieving housing density and types in the city's zoning districts, including recommended housing types.
- d. Identify appropriate local government actions and investments of leadership, capacity, staff time, public finance tools and statutory authority needed to successfully implement recommendations.
- e. Identify available methods to fund local government activities needed to implement Goal 10 recommendations.
- f. Identify economic and regulatory incentives to encourage multi-family development and affordable housing.
- g. Complete a draft and final Housing Strategy memorandum.
- h. Convene a TAC meeting and CAC meeting, and support Grantee in presenting the Housing Strategy Report.
- i. Planning commission and city council meeting, and support Grantee in presenting the Housing Strategy memorandum

#### *Task 3.2 - Prepare Draft Policy Recommendations for the HNA Report*

Based on the latest update to the HNA’s technical findings, policy recommendations will be proposed to complete a draft HNA report. The draft report will incorporate the final Housing Strategy memorandum, summarizing and synthesizing all findings, conclusions and recommendations. The Grantee and the TAC will provide input on the draft.

#### *Item 3.4 - Prepare Final Policy Recommendations for the HNA*

A final HNA will be prepared that incorporates all feedback from Grantee, city council, planning commission and interested parties. The HNA will satisfy the compliance requirements of OAR chapter 660, division 10 (Goal 10, Housing) and ORS 197.295-197.314 and address the project objectives.

*Task 3.5 - Prepare Draft and Final Goal 10 Comprehensive Plan Chapter*

Based on the HNA, a comprehensive plan housing element will be prepared that incorporates the goals and policies of the HNA and is formatted to fit the document style.

**Products:**

- a. Final Housing Strategy Memorandum
- b. Evidence of two TAC/CAC meetings (e.g., agendas, presentation materials, minutes)
- c. Hearings-ready draft HNA
- d. Hearings-ready draft comprehensive plan housing chapter

**Timeline:** July 1, 2018 to December 31, 2018

**Task 3 budget:** \$5,000

**Final Payment**

Reimbursement of **up to \$50,000** and the balance of previously unused grant funds from Interim Payment upon submittal of Products listed in Tasks 3. Submit the Products and a signed Attachment C, Final Closeout Form acceptable to DLCDC on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCDC Contact Information **no later than May 31, 2019**.

**Budget Summary**

Task 1 – Stakeholder and Public Involvement	\$ 15,000
Task 2 – Economic Opportunities Analysis	\$ 30,000
Task 3 – Policy Recommendations to Complete Housing Needs Analysis	\$ 5,000
TOTAL	\$ 50,000

DLCD TA Grant Agreement  
Contact Information

For questions regarding your grant, please contact:

**Grant Manager:**

Anne Debbaut  
Metro Regional Solutions Center  
1600 S.W. Fourth Avenue, Suite 109  
Portland, Oregon 97201

Office: 503-725-2182  
Mobile: 503-804-0902  
E-mail: [anne.debbaut@state.or.us](mailto:anne.debbaut@state.or.us)

OR

**Grant Program Manager:**

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

Office: 503-934-0034  
E-mail: [gordon.howard@state.or.us](mailto:gordon.howard@state.or.us)

Payment requests should be sent to:

**Grants Administrative Specialist**

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

Office: 503-934-0054  
E-mail: [DLCD.GFGrant@state.or.us](mailto:DLCD.GFGrant@state.or.us)

**Attachment C**

**Department of Land Conservation and Development (DLCD)  
2017-2019 Request for Interim Reimbursement / Final Closeout**

Grantee Name <b>City of Sherwood</b>		Grant No. assigned by DLCD <b>TA-19-170</b>		Final Reimbursement <b>Yes No</b>	
Grant Agreement Start Date From: Execution		Project End Date To: <b>May 31, 2019</b>		Period covered by this Reimbursement From:	
Period covered by this Reimbursement To:		Period covered by this Reimbursement From:		Period covered by this Reimbursement To:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
<b>Transactions</b>		<b>Previously Reported</b>		<b>This Reimbursement</b>	
				<b>Cumulative</b>	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. <b>Total (add lines 1-4)</b>					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. <b>Total (add lines 6-9)</b>					
11. Reimbursement requested (from line 5)		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
12. <b>Certification:</b> 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 reimbursement.					
13. Typed or Printed Name and Title			14. Address where reimbursement is to be sent		
15. Signature of Authorized Certifying Official			16. Date Reimbursement Submitted		

**Do Not Write Below This Line**

**FOR DLCD USE ONLY**

**Do Not Write Below This Line**

<b>DLCD CERTIFICATION</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 reimbursement 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 reimbursement 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>

## *Attachment C – Instructions*

### **Department of Land Conservation and Development 2017-2019 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@state.or.us](mailto:DLCD.GFGrant@state.or.us). 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 reimbursement 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 Reimbursement box, highlight or circle “No” for interim reimbursements and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this reimbursement” 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 reimbursement 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 Reimbursement 1. If the request is for a second or later interim reimbursement or final closeout, enter the sum of previous reimbursements in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Reimbursement”** column – captures and identifies expenditures for the products that are currently being submitted for review and reimbursement.
- **“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 Reimbursement” 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 Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 “DLCD Grant Expenditures This Reimbursement” 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 reimbursement 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 reimbursement 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 reimbursement schedule as identified in the Grant Agreement when submitting a request for reimbursement 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@state.or.us](mailto:DLCD.GFGrant@state.or.us), or (2) via the DLCD FTP site (contact Grants Administrative Specialist for instructions) 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

*Attachment D*

**Content Standards and Requirements  
For Economic Opportunities Analysis Products  
For the City of Sherwood TA-19-170**

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

**Preparation**

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

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

Typical activities include:

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



- Gather and review any available regional economic development, employment data, real estate market data and area context information that has been published by entities such as: state and local governments; economic development agencies; ports and other development districts; and Business Oregon.
- Meet with federal, state, regional and local economic development agencies to discuss cooperation, participation and possible sources of funding for planning and implementation activities.
- Identify typical planning and implementation policies, activities and tools, and gather evidence of support from key cooperating organizations (especially municipal and county boards and commissions, and Oregon's Regional Solutions Team).

### **Trend Analysis**

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

**Products:** (1) An estimate of job growth associated with the economic development opportunities likely to expand or locate in the planning area within the planning period consistent with OAR 660-024-0040(5), Employment Land Need.

The estimate should be based on an employment forecast for the region the city is located in from the Oregon Department of Employment, a custom employment forecast prepared by a competent professional, or an estimate of job growth including reasonable justification for the job growth estimate. Clearly describe the employment forecast method being used, and include the data, the analysis, and the conclusions. Include a narrative that explains the factors that determine the planning area's capture of employment growth in the study area.

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

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

Typical activities include:

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

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

- Review national, state, regional, county, and local economic trend data including, but not limited to, population and job forecasts by sector over the planning period.
- Consult with local and state economic development professionals regarding local economic development potential for industrial and other employment opportunities in the study area and the planning area. Incorporate results of consultations into the EOA.
- Acquire and incorporate information published by Business Oregon documenting demand for sites in the study area that may not be reflected in the current employment data.
- Identify the employment land uses appropriate for the study area based on results of the trend analysis.

### **Site Suitability Analysis**

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

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

Typical activities include:

- Review OAR 660-009-0015(2), Identification of Required Site Types.
- Identify “site characteristics” that are necessary for typical or targeted uses to operate. This can be specific site sizes, special site requirements, or other characteristics affecting the needed land supply such as a mixture of site sizes or sites with proximity to facilities. Identify land needs that may arise from the expansion of existing businesses and the recruitment or location of new businesses into the study area.

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

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

### **Inventory of suitable sites**

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

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

Typical activities include:

- Review OAR 660-009-0015(3), Inventory of Industrial and Other Employment Lands.
- Identify and analyze the planning area's existing supply of industrial and other employment lands for development constraints. The constraints may include wetlands, wildlife habitat, steep slopes, infrastructure deficiencies, parcel fragmentation, natural hazard areas, ownership patterns, and other suitability and availability criteria in order to determine the readiness of the current land supply for industrial and other employment development.
- Examine opportunities for redevelopment of existing sites, including sites in the core areas of cities. A local government may consider the cost of preparing land for the designated use as part of an EOA by including a residual value analysis prepared by a competent professional as part of the analysis of development constraints.
- Examine existing firms in the planning area to identify the types of sites that may be needed for expansion.
- Apply the site characteristics identified in the suitability analysis to the vacant and re-developable sites to determine which are suitable for employment uses. The likelihood the site will be on the market for sale or lease is not a consideration for long-term supply of employment land.
- Provide tabular and mapped data showing the results of the analysis. Document assumptions and findings. The inventory must identify vacant and developed (*i.e.*, re-developable) sites in the planning area and describe development constraints and site characteristics for each site.
- As part of any adjustment to a UGB for employment land, review employment land need and associated policies in OAR 660, division 24. OAR 660-024-0040(5) requires a determination of the need for a short-term supply of land. OAR 660, division 9, encourages local governments to include policies relating to the short-term supply of land. Designation of short-term supply is described in OAR 660-009-0025(3).

### **Assessment of potential**

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

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

Typical activities include:

- Assess economic development potential by analyzing factors such as location, size and buying power of local and export markets for goods and services; workforce training opportunities; availability of transportation facilities for access and freight mobility; access to suppliers and utilities, including telecommunications; and other service infrastructure.
- Estimate the types and amounts of industrial and other employment uses likely to occur in the planning area. Refer to Assessment of Community Economic Development Potential in OAR 660-009-0015(4).
- It is advantageous but not required to identify pertinent planning and implementation, process, cost, and risk factors associated with the designation of additional employment land.
- Based on the information collected in this and previous steps, estimate the total number of sites likely to occur in the study area for the planning period by categories of sites.

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

**Purpose:** Provide specific guidance to community leaders and staff.

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

Typical activities include:

- Identify local government activities that will be needed to successfully implement the Statement of Community Economic Development Objectives. Include changes to the land supply, updates to comprehensive plans, additions to infrastructure facilities, new intergovernmental agreements, updated management practices, public-private partnerships, workforce training and adjustments to real estate economic factors. Include techniques to increase the community's ability to respond to economic development opportunities with speed and flexibility.

- Identify appropriate local government actions and investments of leadership, capacity, staff time, public finance tools and statutory authority needed to successfully implement the Statement of Community Economic Development Objectives.
- Identify available methods to fund local government activities that will be needed to successfully implement the Statement of Community Economic Development Objectives.
- If using an estimate of job growth with reasonable justification to complete the trend analysis, the local government should identify investments in infrastructure, work force, amenities, and other community improvements necessary in order to attract the job growth. Demonstrate that methods are available and there is local commitment to fund those improvements.
- If using a residual value analysis to justify an adjustment to the current supply of suitable sites, the local government must apply the same analysis to all sites proposed for changes of designation, including all proposed expansion sites outside the current UGB. The local government must identify policies to correct residual value development constraints within the planning period, or reasonably demonstrate that correction is not possible. Use of a residual value analysis is intended to remove from the short-term inventory those inventoried industrial sites with a persistent negative residual value. These sites have development constraints that cannot be resolved for the designated use by reasonable local government action within the planning period.

**Final Draft**

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