



**City of Yamhill**  
A small taste of Oregon

# City Council Meeting

August 14, 2024

6:30 p.m.

**General Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period	Year-To-Date	Annual Budget	Jul 2024
		Jul 2024	Jul 2024	Jul 2024	Jun 2025
		Actual	Actual	Jun 2025	Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>General Revenues</b>					
4100	Beginning Budget Balance	0.00	0.00	386,409.00	0.00%
4932	Business License	600.00	600.00	700.00	85.71%
4902	Cigarette Taxes	67.67	67.67	1,500.00	4.51%
4915	Dog License Revenue	0.00	0.00	515.00	0.00%
4925	Franchise Fees	299.93	299.93	55,650.00	0.54%
4944	Grant - ODOT DUII	0.00	0.00	4,000.00	0.00%
4942	Grant - ODOT Seat Belt	582.12	582.12	5,000.00	11.64%
4943	Grant - ODOT Speed	0.00	0.00	5,000.00	0.00%
4945	Grant -ODOT Distracted Driving	0.00	0.00	5,000.00	0.00%
4952	Interest Income	0.00	0.00	11,592.00	0.00%
4962	Land Use Fees	0.00	0.00	15,000.00	0.00%
4903	Liquor Taxes	1,848.12	1,848.12	24,000.00	7.70%
4098	Marijuana Tax	0.00	0.00	1,600.00	0.00%
4913	Miscellaneous Income	795.27	795.27	3,500.00	22.72%
4928	Municipal Court Fees	2,335.59	2,335.59	21,000.00	11.12%
4924	Municipal Court Fines	2,085.21	2,085.21	55,000.00	3.79%
4941	Municipal Court Training Assmt	102.00	102.00	1,200.00	8.50%
4951	National Night Out	0.00	0.00	1,500.00	0.00%
4961	Park Fees	130.00	130.00	1,400.00	9.29%
4948	Planning Grant	0.00	0.00	57,600.00	0.00%
4914	Police Misc. Income	1,027.50	1,027.50	10,000.00	10.28%
4922	Police Service Fee	3,041.78	3,041.78	30,000.00	10.14%
4950	Police SRO-Yamhill/Carlton SD	0.00	0.00	12,500.00	0.00%
4901	Previously Levied Taxes	416.95	416.95	12,500.00	3.34%
4900	Property Tax Revenue	2,668.35	2,668.35	476,286.00	0.56%
4904	State Revenue Sharing	0.00	0.00	15,200.00	0.00%
4923	Towing Fees	0.00	0.00	100.00	0.00%
<b>General Revenues Totals</b>		<b>\$16,000.49</b>	<b>\$16,000.49</b>	<b>\$1,213,752.00</b>	
<b>Revenue</b>		<b>\$16,000.49</b>	<b>\$16,000.49</b>	<b>\$1,213,752.00</b>	
<b>Gross Profit</b>		<b>\$16,000.49</b>	<b>\$16,000.49</b>	<b>\$1,213,752.00</b>	

**Expenses**

**Administrative Dept**

6124	Accounting Clerk	547.74	547.74	13,000.00	4.21%
6325	Ads & Printing	175.07	175.07	2,500.00	7.00%
6300	Attorney/Legal Fees	0.00	0.00	15,000.00	0.00%
6301	Audit Fees	0.00	0.00	10,000.00	0.00%
6412	Building Maintenance	0.00	0.00	3,100.00	0.00%
6335	Christmas Decorations	0.00	0.00	2,000.00	0.00%
6101	City Administrator	1,826.87	1,826.87	27,500.00	6.64%
6102	City Clerk	741.69	741.69	9,374.00	7.91%
6123	City Recorder	954.12	954.12	12,985.00	7.35%
6306	Contract Services	0.00	0.00	15,000.00	0.00%
6980	Council Room Camera Upgrade	0.00	0.00	7,360.00	0.00%
6305	Dues, Travel, Training	396.90	396.90	5,000.00	7.94%
6334	Emergency Services	0.00	0.00	1,000.00	0.00%
6309	Janitorial Services	0.00	0.00	3,000.00	0.00%
6202	Liability Insurance	11,395.65	11,395.65	11,700.00	97.40%
6252	Miscellaneous Expense	24.15	24.15	800.00	3.02%

Statement of Revenue and Expenditures

Account Number		Current Period Jul 2024 Actual	Year-To-Date Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
6328	Office Supplies	317.23	317.23	2,500.00	12.69%
6200	Operations & Maint	831.00	831.00	9,500.00	8.75%
6120	Payroll Expense	5,233.03	5,233.03	47,144.00	11.10%
6329	Postage	16.82	16.82	525.00	3.20%
6795	Reserve for Contingencies	0.00	0.00	82,139.00	0.00%
6521	Reserve Transfer (ACER Reserve	0.00	0.00	12,500.00	0.00%
6433	Security Cameras	0.00	0.00	4,896.00	0.00%
6210	Utilities	540.09	540.09	14,000.00	3.86%
6032	Website/IT	2,468.70	2,468.70	14,000.00	17.63%
<b>Administrative Dept Totals</b>		<b>\$25,469.06</b>	<b>\$25,469.06</b>	<b>\$326,523.00</b>	
<b>City Council</b>					
6332	Community Support Services	0.00	0.00	3,000.00	0.00%
6305	Dues, Travel, Training	286.40	286.40	3,000.00	9.55%
6252	Miscellaneous Expense	100.00	100.00	1,000.00	10.00%
6328	Office Supplies	0.00	0.00	100.00	0.00%
<b>City Council Totals</b>		<b>\$386.40</b>	<b>\$386.40</b>	<b>\$7,100.00</b>	
<b>Municipal Court</b>					
6250	Assessments	0.00	0.00	15,000.00	0.00%
6300	Attorney/Legal Fees	0.00	0.00	200.00	0.00%
6224	Bail Refunds	0.00	0.00	560.00	0.00%
6102	City Clerk	1,730.61	1,730.61	21,872.00	7.91%
6310	Court Interpreter	100.00	100.00	1,200.00	8.33%
6305	Dues, Travel, Training	0.00	0.00	2,100.00	0.00%
6311	Municipal Judge	250.00	250.00	3,000.00	8.33%
6328	Office Supplies	0.00	0.00	500.00	0.00%
6200	Operations & Maint	92.81	92.81	2,000.00	4.64%
6120	Payroll Expense	1,919.26	1,919.26	16,404.00	11.70%
<b>Municipal Court Totals</b>		<b>\$4,092.68</b>	<b>\$4,092.68</b>	<b>\$62,836.00</b>	
<b>Park Dept</b>					
6200	Operations & Maint	6,834.85	6,834.85	10,000.00	68.35%
6120	Payroll Expense	680.95	680.95	10,861.00	6.27%
6523	Reserve Transfer (Park)	0.00	0.00	7,500.00	0.00%
6401	Trees	0.00	0.00	4,500.00	0.00%
6210	Utilities	0.00	0.00	1,500.00	0.00%
6109	Utility Worker I	199.50	199.50	6,917.00	2.88%
6108	Utility Worker II	546.08	546.08	7,564.00	7.22%
<b>Park Dept Totals</b>		<b>\$8,261.38</b>	<b>\$8,261.38</b>	<b>\$48,842.00</b>	
<b>Planning Dept</b>					
6124	Accounting Clerk	219.10	219.10	5,200.00	4.21%
6325	Ads & Printing	0.00	0.00	2,000.00	0.00%
6101	City Administrator	730.75	730.75	11,000.00	6.64%
6303	City Planner	0.00	0.00	12,000.00	0.00%
6123	City Recorder	414.84	414.84	5,646.00	7.35%
6306	Contract Services	0.00	0.00	57,600.00	0.00%
6305	Dues, Travel, Training	0.00	0.00	200.00	0.00%
6328	Office Supplies	0.00	0.00	100.00	0.00%
6120	Payroll Expense	1,408.69	1,408.69	16,384.00	8.60%
<b>Planning Dept Totals</b>		<b>\$2,773.38</b>	<b>\$2,773.38</b>	<b>\$110,130.00</b>	
<b>Police Dept</b>					
6304	911 YCOM Dispatch	1,211.42	1,211.42	20,000.00	6.06%
6300	Attorney/Legal Fees	0.00	0.00	3,100.00	0.00%
6944	Central Square CAD	0.00	0.00	10,000.00	0.00%

Statement of Revenue and Expenditures

Account Number		Current Period	Year-To-Date	Annual Budget	Jul 2024
		Jul 2024 Actual	Jul 2024 Actual	Jul 2024 Jun 2025	Jun 2025 Percent of Budget
6305	Dues, Travel, Training	1,589.90	1,589.90	4,200.00	37.85%
6221	Equipment/Maintenance	0.00	0.00	4,850.00	0.00%
6337	Fuel	449.08	449.08	13,000.00	3.45%
6333	Investigation Expenses	9.50	9.50	1,200.00	0.79%
6202	Liability Insurance	18,721.43	18,721.43	16,000.00	117.01%
6252	Miscellaneous Expense	32.06	32.06	600.00	5.34%
6253	Miscellaneous Grant Expenses	0.00	0.00	1,000.00	0.00%
6977	Mobile Data Computers	0.00	0.00	3,500.00	0.00%
6336	National Night Out Expense	1,188.60	1,188.60	1,500.00	79.24%
6117	ODOT Grant Payroll	1,916.57	1,916.57	18,500.00	10.36%
6328	Office Supplies	23.23	23.23	2,400.00	0.97%
6115	Overtime	667.76	667.76	4,000.00	16.69%
6120	Payroll Expense	17,245.03	17,245.03	210,802.00	8.18%
6254	Peer Support Expense	0.00	0.00	200.00	0.00%
6104	Police Chief	8,714.68	8,714.68	114,391.00	7.62%
6122	Police Corporal	6,217.35	6,217.35	80,667.00	7.71%
6331	Police Equipment	0.00	0.00	9,500.00	0.00%
6105	Police Officer	0.00	0.00	69,511.00	0.00%
6976	Police Radios	0.00	0.00	1,000.00	0.00%
6404	Policy & Procedure Manual	2,222.97	2,222.97	2,200.00	101.04%
6106	Reserve Officer	250.00	250.00	12,500.00	2.00%
6522	Reserve Transfer (PD Vehicle)	0.00	0.00	13,000.00	0.00%
6327	Resource Materials	550.00	550.00	1,100.00	50.00%
6107	Traffic Officer	5,283.34	5,283.34	0.00	0.00%
6330	Uniform Allowance	1,024.95	1,024.95	3,500.00	29.28%
6210	Utilities	416.72	416.72	5,100.00	8.17%
6405	Vehicle Lease	0.00	0.00	15,000.00	0.00%
6027	Vehicle Maintenance	1,469.90	1,469.90	16,000.00	9.19%
<b>Police Dept Totals</b>		<b>\$69,204.49</b>	<b>\$69,204.49</b>	<b>\$658,321.00</b>	
<b>Expenses</b>		<b>\$110,187.39</b>	<b>\$110,187.39</b>	<b>\$1,213,752.00</b>	
<b>Revenue Less Expenditures</b>		<b>(\$94,186.90)</b>	<b>(\$94,186.90)</b>	<b>\$0.00</b>	
<b>Net Change in Fund Balance</b>		<b>(\$94,186.90)</b>	<b>(\$94,186.90)</b>	<b>\$0.00</b>	

Fund Balances

Beginning Fund Balance	41,845.19	41,845.19	0.00	0.00%
Net Change in Fund Balance	(94,186.90)	(94,186.90)	0.00	0.00%
Ending Fund Balance	(52,341.71)	(52,341.71)	0.00	0.00%

Report Options

Fund: General Fund

Period: 7/1/2024 to 7/31/2024

Detail Level: Level 1 Accounts

Display Account Categories: Yes

Revenue Reporting Method: Actual - Budget

Expense Reporting Method: Actual - Budget

Budget: General Fund Master (DO NOT ENTER \$\$)

Display Subtotals: No

**Water Fund**  
**Statement of Revenue and Expenditures**

Account Number	Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>				
<b>Revenue</b>				
<b>Other Revenue</b>				
4100		0.00	253,465.00	0.00%
4952		0.00	7,604.00	0.00%
4964		0.00	192,000.00	0.00%
4913	2,600.00	2,600.00	8,000.00	32.50%
4940	470.34	470.34	4,710.00	9.99%
4960	105,554.46	105,554.46	895,000.00	11.79%
	<b>Revenue</b>	<b>\$108,624.80</b>	<b>\$108,624.80</b>	<b>\$1,360,779.00</b>
	<b>Gross Profit</b>	<b>\$108,624.80</b>	<b>\$108,624.80</b>	<b>\$1,360,779.00</b>
<b>Expenses</b>				
<b>Requirements</b>				
6983		0.00	212,000.00	0.00%
6124	547.75	547.75	13,000.00	4.21%
6325		0.00	100.00	0.00%
6300		0.00	11,352.00	0.00%
6301		0.00	6,192.00	0.00%
6326		0.00	20,640.00	0.00%
6101	1,461.50	1,461.50	22,000.00	6.64%
6102	1,483.38	1,483.38	18,747.00	7.91%
6123	1,037.10	1,037.10	14,114.00	7.35%
6306	750.00	750.00	92,880.00	0.81%
6427		0.00	516.00	0.00%
6237	481.70	481.70	50,000.00	0.96%
6305	494.40	494.40	6,000.00	8.24%
6334		0.00	2,000.00	0.00%
6119	2,102.96	2,102.96	28,606.00	7.35%
6337		0.00	5,000.00	0.00%
6232		0.00	1,548.00	0.00%
6202	37,442.84	37,442.84	30,960.00	120.94%
6233		0.00	10,320.00	0.00%
6203		0.00	1,032.00	0.00%
6252	10.00	10.00	1,032.00	0.97%
6230		0.00	1,032.00	0.00%
6200	1,334.43	1,334.43	46,440.00	2.87%
6115	430.06	430.06	10,000.00	4.30%
6118	225.75	225.75	3,500.00	6.45%
6120	11,500.61	11,500.61	137,023.00	8.39%
6204		0.00	2,580.00	0.00%
6121	2,409.77	2,409.77	29,285.00	8.23%
6329		0.00	3,000.00	0.00%
6441		0.00	75,000.00	0.00%
6795		0.00	98,902.00	0.00%
6521		0.00	13,500.00	0.00%
6415		0.00	10,320.00	0.00%
6208		0.00	2,000.00	0.00%
6417		0.00	3,096.00	0.00%
6525		0.00	12,500.00	0.00%
6524		0.00	200,000.00	0.00%
6210	700.07	700.07	30,960.00	2.26%

**Water Fund**  
**Statement of Revenue and Expenditures**

<b>Account Number</b>	<b>Current Period Jul 2024 Actual</b>	<b>Year-To-Date Jul 2024 Actual</b>	<b>Annual Budget Jul 2024 Jun 2025</b>	<b>Jul 2024 Jun 2025 Percent of Budget</b>
6109	598.50	598.50	20,751.00	2.88%
6108	1,638.28	1,638.28	22,691.00	7.22%
6027		0.00	10,000.00	0.00%
<b>Other Expense</b>				
6201		0.00	5,160.00	0.00%
6440		0.00	75,000.00	0.00%
		<b>Expenses</b>	<b>\$64,649.10</b>	<b>\$64,649.10</b>
		<b>Revenue Less Expenditures</b>	<b>\$43,975.70</b>	<b>\$43,975.70</b>
		<b>Net Change in Fund Balance</b>	<b>\$43,975.70</b>	<b>\$0.00</b>

**Fund Balances**

Beginning Fund Balance	177,355.88	177,355.88	0.00	0.00%
Net Change in Fund Balance	43,975.70	43,975.70	0.00	0.00%
Ending Fund Balance	221,331.58	221,331.58	0.00	0.00%

**Water Debt Depreciation Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	39,537.00	0.00%
4952	Interest Income	0.00	0.00	1,186.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,723.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,723.00</b>	
<b>Expenses</b>					
6428	Impound Projects	0.00	0.00	500.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	20,223.00	0.00%
6409	SCADA/ Security System	0.00	0.00	5,000.00	0.00%
6405	Vehicle Lease	0.00	0.00	15,000.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,723.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	(3,228.57)	(3,228.57)	0.00	0.00%
	Net Change in Fund Balance	0.00	0.00	0.00	0.00%
	Ending Fund Balance	(3,228.57)	(3,228.57)	0.00	0.00%

**Water SDC Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Other Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	370,905.00	0.00%
4949	Grant- OBDD	0.00	0.00	20,000.00	0.00%
4952	Interest Income	0.00	0.00	11,127.00	0.00%
4792	System Development Charges	28,536.00	28,536.00	214,020.00	13.33%
	<b>Revenue</b>	<b>\$28,536.00</b>	<b>\$28,536.00</b>	<b>\$616,052.00</b>	
	<b>Gross Profit</b>	<b>\$28,536.00</b>	<b>\$28,536.00</b>	<b>\$616,052.00</b>	
<b>Expenses</b>					
<b>Requirements</b>					
6983	3rd - E 2nd	0.00	0.00	53,156.00	0.00%
6540	Merkley Grant Match	0.00	0.00	48,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	514,896.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$616,052.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$28,536.00</b>	<b>\$28,536.00</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$28,536.00</b>	<b>\$28,536.00</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	69,447.59	69,447.59	0.00	0.00%
	Net Change in Fund Balance	28,536.00	28,536.00	0.00	0.00%
	Ending Fund Balance	97,983.59	97,983.59	0.00	0.00%



## Water Debt Service Statement of Revenue and Expenditures

Account Number		Current Period Jul 2024 Actual	Year-To-Date Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	229,537.00	0.00%
4952	Interest Income	0.00	0.00	6,886.00	0.00%
4981	Transfer In - Water Fund	0.00	0.00	200,000.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$436,423.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$436,423.00</b>	
<b>Expenses</b>					
6150	Debt Service Expense	0.00	0.00	131,522.00	0.00%
6945	Debt Service Interest	0.00	0.00	84,628.00	0.00%
6598	Unappropriated Ending Fund Bal	0.00	0.00	220,273.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$436,423.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	464,094.32	464,094.32	0.00	0.00%
	Net Change in Fund Balance	0.00	0.00	0.00	0.00%
	Ending Fund Balance	464,094.32	464,094.32	0.00	0.00%

*Report Options*

Fund: Water Debt Service  
 Period: 7/1/2024 to 7/31/2024  
 Detail Level: Level 1 Accounts  
 Display Account Categories: No  
 Display Subtotals: No  
 Revenue Reporting Method: Actual - Budget  
 Expense Reporting Method: Actual - Budget  
 Budget: Water Debt Service

**Sewer Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Other Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	533,158.00	0.00%
4952	Interest Income	0.00	0.00	15,995.00	0.00%
4913	Miscellaneous Income	800.00	800.00	0.00	0.00%
4940	Security Deposits	487.54	487.54	8,000.00	6.09%
4920	Sewer Inspections	616.00	616.00	0.00	0.00%
4963	Stormwater	1,210.00	1,210.00	0.00	0.00%
4960	Users Fees	38,586.17	38,586.17	404,330.00	9.54%
	<b>Revenue</b>	<b>\$41,699.71</b>	<b>\$41,699.71</b>	<b>\$961,483.00</b>	
	<b>Gross Profit</b>	<b>\$41,699.71</b>	<b>\$41,699.71</b>	<b>\$961,483.00</b>	
<b>Expenses</b>					
<b>Requirements</b>					
6124	Accounting Clerk	547.75	547.75	13,000.00	4.21%
6325	Ads & Printing	0.00	0.00	206.00	0.00%
6300	Attorney/Legal Fees	0.00	0.00	1,548.00	0.00%
6301	Audit Fees	0.00	0.00	5,676.00	0.00%
6326	Chemicals	0.00	0.00	2,064.00	0.00%
6101	City Administrator	1,461.50	1,461.50	22,000.00	6.64%
6102	City Clerk	988.92	988.92	12,498.00	7.91%
6123	City Recorder	1,037.10	1,037.10	14,114.00	7.35%
6227	Collection System	0.00	0.00	40,000.00	0.00%
6306	Contract Services	1,495.00	1,495.00	30,960.00	4.83%
6427	Deposit Refund	0.00	0.00	1,016.00	0.00%
6981	Disinfection	0.00	0.00	189,608.00	0.00%
6305	Dues, Travel, Training	396.89	396.89	4,128.00	9.61%
6334	Emergency Services	0.00	0.00	5,160.00	0.00%
6119	Facilities Manager	2,102.96	2,102.96	28,606.00	7.35%
6231	I & I, TV Insp & Cleaning	0.00	0.00	10,320.00	0.00%
6202	Liability Insurance	13,837.58	13,837.58	12,384.00	111.74%
6203	Misc. Tools	556.54	556.54	1,342.00	41.47%
6252	Miscellaneous Expense	31.60	31.60	516.00	6.12%
6230	Office Equip/Maint/Supplies	39.99	39.99	774.00	5.17%
6328	Office Supplies	0.00	0.00	516.00	0.00%
6200	Operations & Maint	2,511.88	2,511.88	40,000.00	6.28%
6115	Overtime	430.05	430.05	2,000.00	21.50%
6118	Pager Pay	225.75	225.75	3,000.00	7.53%
6120	Payroll Expense	10,271.28	10,271.28	115,099.00	8.92%
6204	Permits	3,689.00	3,689.00	5,160.00	71.49%
6121	Plant Operator	2,409.77	2,409.77	29,285.00	8.23%
6329	Postage	0.00	0.00	2,580.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	191,425.00	0.00%
6521	Reserve Transfer (ACER Reserve)	0.00	0.00	13,500.00	0.00%
6208	Safety Equipment & Supplies	19.46	19.46	2,064.00	0.94%
6417	Sludge Hauling	0.00	0.00	7,224.00	0.00%
6525	Transfer Out (PW Reserve)	0.00	0.00	12,500.00	0.00%
6946	Transfer Out (Stormwater)	0.00	0.00	12,000.00	0.00%
6210	Utilities	996.91	996.91	35,088.00	2.84%
6422	Utility Truck Purchase	0.00	0.00	60,000.00	0.00%
6109	Utility Worker I	399.00	399.00	13,834.00	2.88%

**Sewer Fund**  
**Statement of Revenue and Expenditures**

<b>Account Number</b>		<b>Current Period Jul 2024 Jul 2024 Actual</b>	<b>Year-To-Date Jul 2024 Jul 2024 Actual</b>	<b>Annual Budget Jul 2024 Jun 2025</b>	<b>Jul 2024 Jun 2025 Percent of Budget</b>
6108	Utility Worker II	1,092.19	1,092.19	15,127.00	7.22%
6027	Vehicle Maintenance	392.65	392.65	3,096.00	12.68%
<b>Other Expense</b>					
6201	Lab Equipment	0.00	0.00	2,064.00	0.00%
	<b>Expenses</b>	<b>\$44,933.77</b>	<b>\$44,933.77</b>	<b>\$961,482.00</b>	
	<b>Revenue Less Expenditures</b>	<b>(\$3,234.06)</b>	<b>(\$3,234.06)</b>	<b>\$1.00</b>	
	<b>Net Change in Fund Balance</b>	<b>(\$3,234.06)</b>	<b>(\$3,234.06)</b>	<b>\$1.00</b>	

**Fund Balances**

Beginning Fund Balance	515,790.68	515,790.68	0.00	0.00%
Net Change in Fund Balance	(3,234.06)	(3,234.06)	1.00	0.00%
Ending Fund Balance	512,556.62	512,556.62	0.00	0.00%

**Sewer System Reserve Fund  
Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	64,261.00	0.00%
4952	Interest Income	0.00	0.00	2,570.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$66,831.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$66,831.00</b>	
<b>Expenses</b>					
6795	Reserve for Contingencies	0.00	0.00	51,831.00	0.00%
6741	System Improvements	0.00	0.00	15,000.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$66,831.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	65,761.33	65,761.33	0.00	0.00%
	Net Change in Fund Balance	0.00	0.00	0.00	0.00%
	Ending Fund Balance	65,761.33	65,761.33	0.00	0.00%

**Sewer SDC Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	354,879.00	0.00%
4952	Interest Income	0.00	0.00	10,646.00	0.00%
4792	System Development Charges	16,988.00	16,988.00	119,003.00	14.28%
	<b>Revenue</b>	<b>\$16,988.00</b>	<b>\$16,988.00</b>	<b>\$484,528.00</b>	
	<b>Gross Profit</b>	<b>\$16,988.00</b>	<b>\$16,988.00</b>	<b>\$484,528.00</b>	
<b>Expenses</b>					
6981	Disinfection	0.00	0.00	47,402.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	437,126.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$484,528.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$16,988.00</b>	<b>\$16,988.00</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$16,988.00</b>	<b>\$16,988.00</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	443,440.08	443,440.08	0.00	0.00%
	Net Change in Fund Balance	16,988.00	16,988.00	0.00	0.00%
	Ending Fund Balance	460,428.08	460,428.08	0.00	0.00%

**Sewer Debt Service**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Other Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	63,904.00	0.00%
4952	Interest Income	0.00	0.00	1,917.00	0.00%
4960	Users Fees	9,646.52	9,646.52	42,000.00	22.97%
	<b>Revenue</b>	<b>\$9,646.52</b>	<b>\$9,646.52</b>	<b>\$107,821.00</b>	
	<b>Gross Profit</b>	<b>\$9,646.52</b>	<b>\$9,646.52</b>	<b>\$107,821.00</b>	
<b>Expenses</b>					
<b>Requirements</b>					
6150	Debt Service Expense	800.00	800.00	30,000.00	2.67%
6945	Debt Service Interest	0.00	0.00	24,181.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	53,640.00	0.00%
	<b>Expenses</b>	<b>\$800.00</b>	<b>\$800.00</b>	<b>\$107,821.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$8,846.52</b>	<b>\$8,846.52</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$8,846.52</b>	<b>\$8,846.52</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	56,737.99	56,737.99	0.00	0.00%
	Net Change in Fund Balance	8,846.52	8,846.52	0.00	0.00%
	Ending Fund Balance	65,584.51	65,584.51	0.00	0.00%

**Street Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Other Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	127,323.00	0.00%
4952	Interest Income	0.00	0.00	3,820.00	0.00%
4292	Recology Franchise Fees	0.00	0.00	4,900.00	0.00%
4290	State Gas Tax Revenue	8,791.45	8,791.45	92,400.00	9.51%
	<b>Revenue</b>	<b>\$8,791.45</b>	<b>\$8,791.45</b>	<b>\$228,443.00</b>	
	<b>Gross Profit</b>	<b>\$8,791.45</b>	<b>\$8,791.45</b>	<b>\$228,443.00</b>	
<b>Expenses</b>					
<b>Requirements</b>					
6101	City Administrator	730.75	730.75	11,000.00	6.64%
6123	City Recorder	82.97	82.97	1,129.00	7.35%
6306	Contract Services	0.00	0.00	15,480.00	0.00%
6982	East Main Street	0.00	0.00	45,895.00	0.00%
6221	Equipment/Maintenance	225.52	225.52	2,064.00	10.93%
6119	Facilities Manager	1,106.82	1,106.82	15,257.00	7.25%
6236	Footpaths/Bikepaths	0.00	0.00	5,160.00	0.00%
6200	Operations & Maint	22.11	22.11	20,640.00	0.11%
6120	Payroll Expense	3,557.50	3,557.50	32,660.00	10.89%
6121	Plant Operator	535.50	535.50	6,508.00	8.23%
6795	Reserve for Contingencies	0.00	0.00	4,378.00	0.00%
6229	Street Lights	0.00	0.00	17,338.00	0.00%
6222	Street Maintenance	34.04	34.04	41,280.00	0.08%
6109	Utility Worker I	133.00	133.00	4,611.00	2.88%
6108	Utility Worker II	364.06	364.06	5,042.00	7.22%
	<b>Expenses</b>	<b>\$6,792.27</b>	<b>\$6,792.27</b>	<b>\$228,442.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$1,999.18</b>	<b>\$1,999.18</b>	<b>\$1.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$1,999.18</b>	<b>\$1,999.18</b>	<b>\$1.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	118,963.90	118,963.90	0.00	0.00%
	Net Change in Fund Balance	1,999.18	1,999.18	1.00	0.00%
	Ending Fund Balance	120,963.08	120,963.08	0.00	0.00%

**Streets SDC Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	157,157.00	0.00%
4952	Interest Income	0.00	0.00	6,286.00	0.00%
4792	System Development Charges	14,708.00	14,708.00	61,148.00	24.05%
	<b>Revenue</b>	<b>\$14,708.00</b>	<b>\$14,708.00</b>	<b>\$224,591.00</b>	
	<b>Gross Profit</b>	<b>\$14,708.00</b>	<b>\$14,708.00</b>	<b>\$224,591.00</b>	
<b>Expenses</b>					
6795	Reserve for Contingencies	0.00	0.00	178,696.00	0.00%
6416	System Development	0.00	0.00	45,895.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$224,591.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$14,708.00</b>	<b>\$14,708.00</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$14,708.00</b>	<b>\$14,708.00</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	170,839.96	170,839.96	0.00	0.00%
	Net Change in Fund Balance	14,708.00	14,708.00	0.00	0.00%
	Ending Fund Balance	185,547.96	185,547.96	0.00	0.00%



**Sidewalk Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Actual	Year-To-Date Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	28,116.00	0.00%
4952	Interest Income	0.00	0.00	843.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$28,959.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$28,959.00</b>	
<b>Expenses</b>					
6499	Capital Reserve	0.00	0.00	3,459.00	0.00%
6427	Deposit Refund	0.00	0.00	500.00	0.00%
6423	Sidewalk Installation	15,000.00	15,000.00	25,000.00	60.00%
	<b>Expenses</b>	<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$28,959.00</b>	
	<b>Revenue Less Expenditures</b>	<b>(\$15,000.00)</b>	<b>(\$15,000.00)</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>(\$15,000.00)</b>	<b>(\$15,000.00)</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	14,962.73	14,962.73	0.00	0.00%
	Net Change in Fund Balance	(15,000.00)	(15,000.00)	0.00	0.00%
	Ending Fund Balance	(37.27)	(37.27)	0.00	0.00%

**Building Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Actual	Year-To-Date Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Other Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	28,537.00	0.00%
4931	Building Permits - Structural	328.70	328.70	0.00	0.00%
4939	Code Compliance Fees	75.00	75.00	500.00	15.00%
4938	County Building Services	0.00	0.00	4,000.00	0.00%
4952	Interest Income	0.00	0.00	856.00	0.00%
	<b>Revenue</b>	<b>\$403.70</b>	<b>\$403.70</b>	<b>\$33,893.00</b>	
	<b>Gross Profit</b>	<b>\$403.70</b>	<b>\$403.70</b>	<b>\$33,893.00</b>	
<b>Expenses</b>					
<b>Requirements</b>					
6124	Accounting Clerk	109.55	109.55	2,600.00	4.21%
6101	City Administrator	365.38	365.38	5,500.00	6.64%
6123	City Recorder	207.42	207.42	2,823.00	7.35%
6119	Facilities Manager	221.36	221.36	3,814.00	5.80%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	969.35	969.35	11,053.00	8.77%
6329	Postage	0.00	0.00	100.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	7,953.00	0.00%
	<b>Expenses</b>	<b>\$1,873.06</b>	<b>\$1,873.06</b>	<b>\$33,893.00</b>	
	<b>Revenue Less Expenditures</b>	<b>(\$1,469.36)</b>	<b>(\$1,469.36)</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>(\$1,469.36)</b>	<b>(\$1,469.36)</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	30,581.65	30,581.65	0.00	0.00%
	Net Change in Fund Balance	(1,469.36)	(1,469.36)	0.00	0.00%
	Ending Fund Balance	29,112.29	29,112.29	0.00	0.00%

**Economic Development Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Actual	Year-To-Date Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	151,301.00	0.00%
4952	Interest Income	0.00	0.00	4,539.00	0.00%
4970	Loan Payments	0.00	0.00	600.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$156,440.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$156,440.00</b>	
<b>Expenses</b>					
6124	Accounting Clerk	219.10	219.10	5,200.00	4.21%
6313	Administrative Costs	32.20	32.20	250.00	12.88%
6300	Attorney/Legal Fees	0.00	0.00	1,000.00	0.00%
6101	City Administrator	730.75	730.75	11,000.00	6.64%
6123	City Recorder	414.84	414.84	5,646.00	7.35%
6251	Economic Development Loan	0.00	0.00	20,000.00	0.00%
6328	Office Supplies	0.00	0.00	50.00	0.00%
6120	Payroll Expense	1,408.69	1,408.69	16,384.00	8.60%
6795	Reserve for Contingencies	0.00	0.00	96,910.00	0.00%
	<b>Expenses</b>	<b>\$2,805.58</b>	<b>\$2,805.58</b>	<b>\$156,440.00</b>	
	<b>Revenue Less Expenditures</b>	<b>(\$2,805.58)</b>	<b>(\$2,805.58)</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>(\$2,805.58)</b>	<b>(\$2,805.58)</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	153,910.74	153,910.74	0.00	0.00%
	Net Change in Fund Balance	(2,805.58)	(2,805.58)	0.00	0.00%
	Ending Fund Balance	151,105.16	151,105.16	0.00	0.00%

**Admin Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Actual	Year-To-Date Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4921	Municipal Court Equip Assmt	68.00	68.00	900.00	7.56%
4980	Transfer In - Gen Fund	0.00	0.00	12,500.00	0.00%
4982	Transfer In - Sewer Fund	0.00	0.00	13,500.00	0.00%
4981	Transfer In - Water Fund	0.00	0.00	13,500.00	0.00%
	<b>Revenue</b>	<b>\$68.00</b>	<b>\$68.00</b>	<b>\$40,400.00</b>	
	<b>Gross Profit</b>	<b>\$68.00</b>	<b>\$68.00</b>	<b>\$40,400.00</b>	
<b>Expenses</b>					
6403	Copy/Postal/Computing	0.00	0.00	4,000.00	0.00%
6414	Software	0.00	0.00	5,000.00	0.00%
6408	Support Services	0.00	0.00	16,400.00	0.00%
6437	Water Billing Software	0.00	0.00	15,000.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$40,400.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$68.00</b>	<b>\$68.00</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$68.00</b>	<b>\$68.00</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	48,259.58	48,259.58	0.00	0.00%
	Net Change in Fund Balance	68.00	68.00	0.00	0.00%
	Ending Fund Balance	48,327.58	48,327.58	0.00	0.00%

**Public Works Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period	Year-To-Date	Annual Budget	Jul 2024
		Jul 2024	Jul 2024	Jul 2024	Jun 2025
		Actual	Actual		Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	2,249.00	0.00%
4952	Interest Income	0.00	0.00	67.00	0.00%
4982	Transfer In - Sewer Fund	0.00	0.00	12,500.00	0.00%
4981	Transfer In - Water Fund	0.00	0.00	12,500.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27,316.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27,316.00</b>	
<b>Expenses</b>					
6415	Lab/Office	0.00	0.00	10,000.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	12,826.00	0.00%
6433	Security Cameras	4,490.00	4,490.00	4,490.00	100.00%
	<b>Expenses</b>	<b>\$4,490.00</b>	<b>\$4,490.00</b>	<b>\$27,316.00</b>	
	<b>Revenue Less Expenditures</b>	<b>(\$4,490.00)</b>	<b>(\$4,490.00)</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>(\$4,490.00)</b>	<b>(\$4,490.00)</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	27,315.09	27,315.09	0.00	0.00%
	Net Change in Fund Balance	(4,490.00)	(4,490.00)	0.00	0.00%
	Ending Fund Balance	22,825.09	22,825.09	0.00	0.00%

*Report Options*

Fund: Public Works Reserve Fund  
 Period: 7/1/2024 to 7/31/2024  
 Detail Level: Level 1 Accounts  
 Display Account Categories: No  
 Display Subtotals: No  
 Revenue Reporting Method: Actual - Budget  
 Expense Reporting Method: Actual - Budget  
 Budget: Public Works Reserve

**Park SDC**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	469,704.00	0.00%
4952	Interest Income	0.00	0.00	14,091.00	0.00%
4792	System Development Charges	9,384.00	9,384.00	94,800.00	9.90%
	<b>Revenue</b>	<b>\$9,384.00</b>	<b>\$9,384.00</b>	<b>\$578,595.00</b>	
	<b>Gross Profit</b>	<b>\$9,384.00</b>	<b>\$9,384.00</b>	<b>\$578,595.00</b>	
<b>Expenses</b>					
6795	Reserve for Contingencies	0.00	0.00	478,595.00	0.00%
6741	System Improvements	0.00	0.00	100,000.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$578,595.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$9,384.00</b>	<b>\$9,384.00</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$9,384.00</b>	<b>\$9,384.00</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	559,422.72	559,422.72	0.00	0.00%
	Net Change in Fund Balance	9,384.00	9,384.00	0.00	0.00%
	Ending Fund Balance	568,806.72	568,806.72	0.00	0.00%

**Park Equipment Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Actual	Year-To-Date Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	6,604.00	0.00%
4952	Interest Income	0.00	0.00	198.00	0.00%
4984	Transfer in - Parks	0.00	0.00	7,500.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,302.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,302.00</b>	
<b>Expenses</b>					
6420	Beulah Park Improvements	3,160.00	3,160.00	3,160.00	100.00%
6402	Equipment Replacement	0.00	0.00	1,500.00	0.00%
6413	Gen Park Mxt & Improvement	0.00	0.00	1,500.00	0.00%
6795	Reserve for Contingencies	0.00	0.00	8,142.00	0.00%
	<b>Expenses</b>	<b>\$3,160.00</b>	<b>\$3,160.00</b>	<b>\$14,302.00</b>	
	<b>Revenue Less Expenditures</b>	<b>(\$3,160.00)</b>	<b>(\$3,160.00)</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>(\$3,160.00)</b>	<b>(\$3,160.00)</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	14,483.86	14,483.86	0.00	0.00%
	Net Change in Fund Balance	(3,160.00)	(3,160.00)	0.00	0.00%
	Ending Fund Balance	11,323.86	11,323.86	0.00	0.00%

**Stormwater SDC Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jul 2024 Actual	Year-To-Date Jul 2024 Jul 2024 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	118,745.00	0.00%
4952	Interest Income	0.00	0.00	3,562.00	0.00%
4792	System Development Charges	7,824.00	7,824.00	50,430.00	15.51%
	<b>Revenue</b>	<b>\$7,824.00</b>	<b>\$7,824.00</b>	<b>\$172,737.00</b>	
	<b>Gross Profit</b>	<b>\$7,824.00</b>	<b>\$7,824.00</b>	<b>\$172,737.00</b>	
<b>Expenses</b>					
6795	Reserve for Contingencies	0.00	0.00	172,737.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$172,737.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$7,824.00</b>	<b>\$7,824.00</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$7,824.00</b>	<b>\$7,824.00</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	161,748.65	161,748.65	0.00	0.00%
	Net Change in Fund Balance	7,824.00	7,824.00	0.00	0.00%
	Ending Fund Balance	169,572.65	169,572.65	0.00	0.00%



**Police Vehicle Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jun 2025 Actual	Year-To-Date Jul 2024 Jun 2025 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	45,645.00	0.00%
4952	Interest Income	0.00	0.00	1,369.00	0.00%
4983	Transfer in -Police Reserve	0.00	0.00	13,000.00	0.00%
4926	Vehicle Replacement Assmt	400.00	400.00	4,500.00	8.89%
	<b>Revenue</b>	<b>\$400.00</b>	<b>\$400.00</b>	<b>\$64,514.00</b>	
	<b>Gross Profit</b>	<b>\$400.00</b>	<b>\$400.00</b>	<b>\$64,514.00</b>	
<b>Expenses</b>					
6795	Reserve for Contingencies	0.00	0.00	64,514.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$64,514.00</b>	
	<b>Revenue Less Expenditures</b>	<b>\$400.00</b>	<b>\$400.00</b>	<b>\$0.00</b>	
	<b>Net Change in Fund Balance</b>	<b>\$400.00</b>	<b>\$400.00</b>	<b>\$0.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	65,388.13	65,388.13	0.00	0.00%
	Net Change in Fund Balance	400.00	400.00	0.00	0.00%
	Ending Fund Balance	65,788.13	65,788.13	0.00	0.00%

**City Hall Reserve Fund**  
**Statement of Revenue and Expenditures**

Account Number		Current Period Jul 2024 Jun 2025 Actual	Year-To-Date Jul 2024 Jun 2025 Actual	Annual Budget Jul 2024 Jun 2025	Jul 2024 Jun 2025 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
4100	Beginning Budget Balance	0.00	0.00	15,472.00	0.00%
4952	Interest Income	0.00	0.00	464.00	0.00%
	<b>Revenue</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,936.00</b>	
	<b>Gross Profit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,936.00</b>	
<b>Expenses</b>					
6795	Reserve for Contingencies	0.00	0.00	15,936.00	0.00%
	<b>Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,936.00</b>	
<b>Fund Balances</b>					
	Beginning Fund Balance	15,836.48	15,836.48	0.00	0.00%
	Net Change in Fund Balance	0.00	0.00	0.00	0.00%
	Ending Fund Balance	15,836.48	15,836.48	0.00	0.00%



# City of Yamhill

A small taste of Oregon

**MINUTES**  
**City Council Meeting**  
 Wednesday, July 10, 2024  
 6:30 P.M.

## 1. CALL TO ORDER

The meeting was called to order at 6:34 p.m.

### **Council Present, In-Person:**

Mayor, Yvette Potter

Councilors: Kay Echuari, Marci Jensen, Shea Corrigan, Tim Askey

### **Staff Present, In-Person:**

Shelley Reimer, City Administrator; Adam Miller, Police Department; Jason Wofford, Public Works; Angie Fowler, City Recorder

## 2. FLAG SALUTE

## 3. PUBLIC COMMENT

### Rocky Losli, 530 E Second St.

Mr. Losli addressed the council asking that the city put out a weekly water status report for the citizens. He also added that he would like to see maps or other visual aids during the meetings.

### Patty Pairan, 215 N Maple St.

Mrs. Pairan expressed her concern of a lack of police presence enforcing the speed limit in front of her house.

## 4. AGENDA UPDATES OR ADDITIONS

The City Recorder reported that there were no updates to the agenda. However, the packet originally posted omitted the financial statements. Those were forwarded to the council via email and a paper copy was made available for the public at the meeting.

## 5. CONSENT AGENDA

### A. Financial Statement to Current

### A MOTION TO APPROVE THE CONSENT AGENDA

**ROLL CALL: Motion introduced by Kay Echaury and seconded by Marci Jensen**

**Ayes (5): Potter, Corrigan, Askey, Echaury, Hedin**

**Nays (0): None**

**The motion carried.**

## **6. PRESENTATIONS**

### **A. Recology Western Oregon Presentation – Dan Blue/Ernie Martin**

Dan Blue and Ernie Martin gave a presentation with information about Western Oregon Recology as a whole, specifics on their financial situation, and the reason for the proposed rate increases to the franchise agreement.

They were presenting to the council requesting a 7% increase to current rates that is equal to a monthly customer increase of \$1.50 for a 32 gal. cart. Or \$2.50 for a 90 gal. cart. effective in July of 2024.

The council voted in favor of allowing the increase, with a resolution to follow in the next council meeting.

### **A MOTION TO APPROVE A 7% INCREASE TO RECOLOGY WESTERN OREGON**

**ROLL CALL: Motion introduced by Kay Echauri and seconded by Marci Jensen**

**Ayes (5): Potter, Corrigan, Askey, Echauri, Jensen**

**Nays (0): None**

**The motion carried.**

### **B. M.A.D.D. Presentation – Laura & Doug Fugere**

Laura & Doug Fugere gave a presentation for M.A.D.D. Sharing their story of the loss of their daughter, Shannie's passing due to a driver under the influence of intoxicants, and information on Oregon's statistics on drug and alcohol-related accidents by county.

Councilor Corrigan commented that he, Chief Graven, Lindsey Berschauer, and Commissioner West from Clackamas County have been working on changing the penalties for drugs within the city limits of Yamhill. And, with some recent changes that were made in Salem this year, they may have opportunity in the fall to continue with that work.

## **7. COMMITTEE REPORTS**

### **A. Planning Commission**

Planning commission chair, Ken Moore, updated the council on the previous and upcoming meetings. The planning commission is working on lighting regulations, reviewing changes/combining of Title 10 & 11 in the municipal code, staying up to date with the DLCD grants, and applying for a new grant for the TSP plan.

**8. UNFINISHED BUSINESS - None**

**9. NEW BUSINESS - None**

**10. DEPARTMENT REPORTS**

**A. City Administrator Report**

City Administrator, Shelley Reimer, presented a PowerPoint summing up all of the work the departments are doing. She reported on the following:

- Police Department monthly statistics and highlights of what each officer is doing throughout the month.
- Public Works water distribution, water treatment, wastewater treatment, and streets for the month.
- Updates on the sidewalk going in on the South side of town.
- Administration's work updating financial, court payment, and water billing software. Their planning for the City/County dinner and code enforcement were also mentioned.
- Her community engagement
- Council's Updates
- Upcoming events

The Police Department and Public Works had nothing to report separate from the City Administrator's report.

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The mayor inquired about a couple of ongoing items and their status:

- The status of the Jubitz fuel cloud sharing between the fire department, public works, and police department  
The fire department has decided to no longer use the shared tank and will go through Carlton Corners. The police department has stopped using the cube and is traveling to McMinnville to fill up. Public Works is still using Jubitz.
- The status of the water meters and water contract with the fire department  
Public Works is going to inspect the lines to the fire department when they do their project adding 1200 ft. on W Third leading up to Second. They do need to be able to visually look at it to determine if there are one or two lines going into the fire department. That Third/Second St. project will probably happen at the end of August.

Councilor Corrigan brought up the water contract with the fire department as that was tabled previously for more information. He and Councilor Jensen have been working on that independently and think they can have the information put together for the next meeting.

Jason Wofford noted that they have already drafted/blueprinted a design and it was to give them a 2” master meter on their service.

- The status of the purple pipe project  
Jason Wofford stated that this is a 2-5 year-out project it is a big project that involves working with DEQ.

The mayor discussed the city administrator’s unsigned contract. She stated that she sent a copy out to the council via email and asked if anyone had any questions about the contract.

With no questions, the mayor called for a motion.

**A MOTION TO APPROVE THE CONTRACT FOR SHELLEY REIMER AS THE CITY ADMINISTRATOR**

**ROLL CALL: Motion introduced by Kay Echauri and seconded by Tim Askey**

**Ayes (5): Potter, Corrigan, Askey, Echauri, Jensen**

**Nays (0): None**

**The motion carried.**

## **11. COUNCIL REPORTS**

### **A. Water Advisory/Council Daytime Availability – Discussion**

The council discussed if any of them would be available during the daytime for water advisory committee meetings. Councilor Corrigan said that he would have availability during the day, but not on Thursdays. He stated that Mon. – Wed. would be ideal.

### **B. Monthly Updates Newsletter – Tim Askey**

Councilor Askey met with Shelly Reimer last week to brainstorm some ideas on the newsletter. He showed a couple of examples. The goal would be to increase community involvement and keep the community informed while still having the ability to be easily creative.

He is still working on reaching out to different people to get ideas on the software involved. He hopes to have a draft one put together by the next meeting.

## **12. INFORMATION/ANNOUNCEMENTS**

**A. Caucus Scheduled for July 31<sup>st</sup>. at Beulah Park, 6:30 p.m.**

**B. New Elections Tab on the Website with Candidate Info.**

**C. Derby Days Schedule and Parade Route on Website**

The information and announcements on the agenda were not discussed in the meeting.

## **13. ADJOURNMENT**

Kay Echuari made a motion to adjourn. The meeting was adjourned at 7:34 p.m.

Respectfully submitted,

---

Mayor, City of Yamhill

Attest:

---

Angie Fowler, Recorder



# City of Yamhill

A small taste of Oregon

## MINUTES Special City Council Meeting Wednesday, July 24, 2024 6:30 P.M.

### 1. CALL TO ORDER – Roll Call

The meeting was called to order at 6:31 p.m.

#### **Council Present, In-Person:**

Councilor: Marci Jensen

#### **Council Present, virtually:**

Mayor Yvette Potter

Councilors: Kay Echaury, Tim Askey, Shea Corrigan

#### **Staff Present, In-Person:**

Shelley Reimer, City Administrator; Angie Fowler, City Recorder

### 2. PUBLIC COMMENT

There was no public comment in person or online.

### 3. UNFINISHED BUSINESS

#### **A. R-826 - A Resolution Supporting an Application for TGM Grant**

This resolution will be included in the Transportation Growth Management Grant that we have been working on.

The mayor asked if the council had any questions on the information included in the packet. There were no questions. With no questions, the mayor asked for a motion.

#### **A MOTION TO APPROVE RESOLUTION 826 A RESOLUTION SUPPORTING AN APPLICATION FOR THE TGM GRANT.**

#### **ROLL CALL: Motion introduced by Kay Echaury and seconded by Shea Corrigan**

**Ayes (5): Potter, Corrigan, Askey, Echaury, Jensen**

**Nays (0): None**

**The motion carried.**



#### **4. NEW BUSINESS**

##### **A. Willamette Contract – Archaeological Survey for FEMA Grant – Discussion**

This information was added when the agenda and packet were revised. The council asked for a summary from the City Administrator.

Shelley Reimer gave the council a brief summary:

As part of the FEMA grant that we have applied for the water tank reservoir, we had a call with the FEMA representatives last week, and they are requiring an archeological study of the land. The map that you received in your packet shows where the new tank would go and the land that would be disturbed. It is a requirement from FEMA, for us to conduct this study and I need the approval to spend the \$12,000 for this study, which would be conducted by Willamette Cultural Resources Associates, you have in your packet as well as well as the scope of work and the budget. And it is fully refundable once we receive this grant.

The good news is that it sounds like the fact that they're moving forward with this study is looking promising that we will receive the grant.

And further good news is the matching funds required of \$850,000 looks promising as well, for us to find that because I'm currently working on a \$500,000 matching grant from the state. And we have 375,000 in SDC's, which would give us 875,000. So, this would be really important and a great step for us to move forward and potentially, maybe actually see this water tank happen.

The mayor asked about the scope of work.

The City Administrator said the scope of work is included in the packet and further went on to explain that it is a requirement. There is undisturbed land near the current tanks that the new tank would sit on that requires us to do this study.

The City Administrator also noted that in the future when moving forward with any grants we will start with a resolution that will include the language to allow the city administrator to move forward with any contracts or documents necessary to secure the grant. But they can discuss this more in-depth at the next council meeting.

**A MOTION THAT WE APPROVE THE WILLAMETTE CONTRACT AND APPROVE THE CITY ADMINISTRATOR TO SIGN THE CONTRACT.**

**ROLL CALL: Motion introduced by Marci Jensen and seconded by Kay Echaury**

**Ayes (5): Potter, Corrigan, Askey, Echaury, Jensen**

**Nays (0): None**

**The motion carried.**

City Council Meeting

July 24, 2023

6:30 pm

## 5. ADJOURNMENT

With no further business, Kay Echauri made a motion to adjourn.

The meeting adjourned at 6:41 p.m.

Respectfully submitted,

---

Yvette Potter  
Mayor, City of Yamhill

Attest:

---

Angie Fowler,  
City Recorder



# City of Yamhill

A small taste of Oregon

## RESOLUTION NO. R-825

### A RESOLUTION BY THE CITY COUNCIL OF YAMHILL, OREGON, APPROVING A 7% INCREASE TO RECOLOGY WESTERN OREGON’S RATES WITHIN THE CITY LIMITS

**WHEREAS**, On April 30, 2024, Recology Western Oregon, in compliance with the City of Yamhill franchise agreement, reached out to the City of Yamhill providing a rate review report and a copy of the proposed rates for the fiscal year beginning July 1, 2024;

**WHEREAS**, On May 10, 2024, Recology Western Oregon additionally provided a third-party financial review to include in the rate review packet.

**WHEREAS**, The City of Yamhill City Council held a meeting on July 10<sup>th</sup>, 2024, where Recology Western Oregon presented the information included in the rate review packet that showed company financial status and reasoning for the increase in rates.

**NOW, THEREFORE, BE IT RESOLVED:**

Pursuant to the franchise agreement, the City of Yamhill hereby accepts and adopts the proposed 7% rate increase to Recology Western Oregon’s rates.

INTRODUCED AND ADOPTED by the City of Yamhill Council and signed by me in authentication of its passage on this 24th day of July 2024.

**AYES:**   5  

**NAYS:**   0  

**CITY OF YAMHILL, OREGON**

By: \_\_\_\_\_  
Yvette Potter  
Mayor, City of Yamhill

**ATTEST:**

By: \_\_\_\_\_  
Angela Fowler  
City Recorder

Hi Shelley,

Please find a summary of the changes below. Legally, the revised agreement sent yesterday for each grant would replace the existing executed grant agreements (once the city gives their okay/signature). The main drivers for the revised agreements were (1) the DLCD budget add of 18k to the residential grant and (2) the schedule and task refinements to the central business district grant so that these project can run concurrently and benefit from combined public outreach and meetings. Hope that helps, please feel free to let me know if you need more information. I am also happy to attend any City Council meetings and provide more detail, as needed.

#### **HOUSING PLANNING GRANT CHANGES (HA-25-018):**

##### **Summary of Main Changes:**

*Addition of 18k in budget to the Housing Planning Assistance Grant from DLCD, with changes to SOW described below and **highlighted in red** in the budget summary below:*

- Added third PAC meeting to be BLI focused
- Addition of (one) engagement activity (and consultant prepared materials/details) to be included in the engagement plan but overseen/chosen by city- adds more flexibility for the city than a second public meeting
- Addition of funding for GIS/Mapping work in Task 3, 4, 5(DLCD has zoning GIS data we can provide, so this would focus on other mapping updates/GIS needs in the BLI and in the policy amendment tasks, would allow updating/modernizing of old (but acknowledged) maps so they are functional and can help with streamlining housing development.
- Addition of funding to Task 5 for more policy development support/research

*Refinements based on consultant input/preference:*

- Deletion of one public open house/meeting in BLI Task and replacement with joint PC/Council meeting (per consultants SOW refinements submitted)
- Moved BLI to Task 2 (\*DLCD recommended making space for final BLI refinements in Task 5 and consultant concurred\*)

##### **Budget Changes Detail:**

**Task 1** (Project Kick-Off, Public Engagement, and Project Management): **+3k** (6K total)

**Task 2** (BLI): **+3k** (13k total)

**Task 3** (Comprehensive Plan Audit and Policy Matrix): **+6k** (12K total)

**Task 4** (Zoning Code Audit and Policy Matrix): **+4k** (12k total)

**INTERIM PAYMENT: 43k by November 30, 2024**

**Task 5** (Amendments+ final BLI refinement): **+2k** (12k total)

**35 DAY NOTICE TO DLCD by February 1, 2025**

**Task 6** (adoption): no change (10k total)

**ADOPTION NOTICE TO DLCD before project end**

**FINAL PAYMENT: 22k by May 31, 2025**

#### **DLCD TECHNICAL ASSISTANCE GRANT (CENTRAL BUSINESS DISTRICT) CHANGES (TA-25-004)**

- Changing Technical Advisory Committee (TAC) to a Project Advisory Committee (PAC)
- Deleting the inclusive outreach plan requirement task 2 since the outreach/engagement will be covered in the housing planning assistance grant (and there was minimal budget available for it anyways (\$600)); changing Task 1 to Kick off Meeting and project management

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2023-2025 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 2, 2024 (Amended 7/29/2024)	
<b>Grantee</b> City of Yamhill 205 S. Maple Street Yamhill, Oregon 97148	<b>Grant No.</b> TA-25-018
<b>Project Title:</b> Yamhill Central Business District Development Code Audit	
<b>Grantee Representative</b> Walt Wendolowski, Contract Planner [REDACTED]	<b>DLCD Grant Manager</b> Melissa Ahrens [REDACTED]
<b>GRANT AMOUNT:</b> \$10,600	<b>CLOSING DATE:</b> May 31, 2025
<b>Last day to amend agreement:</b> March 1, 2025	

### Signature

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

### List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by May 31, 2024 (Project Requirement 8)

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

Task 1: Project Kickoff and Project Management

Task 2: Commercial Uses/Development Comprehensive Plan and Code Audit

Task 5: Draft Comprehensive Plan and Development Code Amendments

Task 6: Final Amendments and Adoption

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

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

**DLCD Grant Number:** TA-25-018

**City of Yamhill**

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 Yamhill**, 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 **\$10,600** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

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

**6. Disbursement and Recovery of Grant Funds.**

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

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

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

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

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

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



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

## 12. Indemnity.

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

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

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

**14. Termination:**

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

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

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between 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 Yamhill

**Grant No.** TA-25-018

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**

The project will address such matters as the boundaries of the City’s Central Business District (CBD), types of uses allowed and encouraged, design requirements, and parking requirements, with the primary goals of eliminating conflicting language and creating clear and objective guidelines for the development within the CBD, thereby reducing subjectivity and streamlining the review process. The project will also ensure any proposed amendments to acknowledged City Planning documents provide potential for new housing opportunities, through expanding opportunities for mixed use development and incentivizing symbiotic commercial and residential developments that enhance the livability and walkability of the Community’s downtown core.

Specifically, an audit of the City’s existing CBD land use regulations will determine what changes are necessary to meet the current and future needs of the community. Given the current lack of an industrial base within the City, ensuring a successful downtown is key to the City’s economy and compliance with Goal 9 provisions. The City notes that the last look at the CBD, and associated C3 zone, was in 2004 when the City first adopted the District overlay (DLCD File 002-04). The economic world has changed in the last 19 years, especially retail sales and the role of the downtown. The City saw little progress downtown since then, and believes it is time to re-examine the effectiveness of the current regulations. The purpose of this project will be to ensure that the City’s land use regulations align with the City’s current economic vision for the CBD, as well as applicable State laws and Statewide Planning Goals.

### **PROJECT OVERVIEW AND MANAGEMENT**

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

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

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

The Project will employ a policy advisory committee (PAC) composed of local government and state agency staff and others identified by the PAC. The role of the PAC is to review Project materials and advise on technical issues throughout the project. PAC members shall generally consist of representatives from Business Oregon, Yamhill County, DLCD, and the Project consultant. Additional representatives from other affected agencies and organizations may serve as recommended by PAC members.

The PAC will meet on a regular basis to review technical analysis and recommendations prepared by City staff and the consultant. Individual PAC 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.

### ***Agency Role***

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

### ***Consultant Role***

The Project will use consultant services to perform technical analysis related to the Central Business District Update. The consultant is expected to *follow the scope of work, schedule, and task products outlined in this grant agreement*. The consultant is expected to attend regular meetings of the PAC 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 PAC meeting.

Grantee shall prepare meeting agendas and summaries for each PAC 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, 2025.

### ***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 DLCDC 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 DLCDC 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 DLCDC 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 DLCDC or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by May 31, 2024:
  - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
  - b. Identify the name and e-mail address of those persons who are members of the PAC or other committee formed to carry out work on this Agreement.
  - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
  - d. Identify relevant impacted priority populations and devise a community outreach and inclusion plan.
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
10. Any final product must be proposed under Attachment D, Form 1, “Notice of Proposed Change,” at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, “Notice of Adoption” as set forth in ORS 197.615 and OAR 660-018-0040.
11. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
12. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCDC Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCDC if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.

13. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft. If adoption of the proposed amendments does not occur within the grant timeframe then the grant products for Task 5 shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product with substantiating documentation.
14. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
15. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
16. Grantee will coordinate and provide notice to DLCDC, Yamhill County, and any other agencies and organizations listed in the stakeholder list prepared by the consultant for the project of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
17. Grantee will consult with the DLCDC Grant Manager and any other entities in the development of Products and provide an opportunity for timely review of all draft Products.
18. 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.
19. DLCDC will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCDC Grant Manager.
20. 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.
21. Grantee will not use, or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
22. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

### ***GIS Requirements***

23. 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).



24. 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.
25. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.
26. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD Grant Manager.

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

### **Pre-Task Submittals**

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

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

***Pre-task report budget:*** \$0

### **Task 1: Kick Off Meeting and Project Management**

Consultant shall hold a meeting with City to kick off the project. Consultant will contact City via conference call, or in person to inquire about establishing project expectations and familiarize themselves with city-specific concerns. At the project kick off, Consultant will obtain necessary information and background from City to familiarize Consultant with local conditions and with City’s planning documents. Consultant will also use the kickoff to confirm the objectives of the project laid out in this Contract with the City, refine the project schedule established in this Contract with City (meaning add more detail as necessary to the established schedule), and provide necessary information to City to allow City to prepare for the Project.

Consultant will have biweekly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Consultant will assist the City in forming an Advisory Committee (AC), based off of a stakeholder list prepared for the project (to include members of the Economic Development Committee, owners/managers of Central Business District (CBD) property, and participant(s) from interest groups identified in Task 1), to review the project materials and guide development of the Project.

### ***Task 1 Products:***

#### ***Task 1 Consultant Deliverables:***

- Proposed Project schedule

- Outreach and engagement plan for priority populations and evaluation framework for inclusive participation

*Task 1 City Deliverables:*

- Stakeholder list
- Copy of relevant comprehensive plan and code sections
- Organization of the PAC members and associated outreach
- Review and Comment on draft outreach and engagement plan

*Meetings*

Kick off meeting

**Task 1 timeline:** May 13, 2024 to May 30, 2025

**Task 1 budget:** \$600.00

**Task 2: Commercial Uses/Development Comprehensive Plan and Code Audit**

**Comprehensive Plan Audit and Policy matrix:** Consultant will review the City’s acknowledged Comprehensive Plan (specifically the Plan Map, land use planning section, housing, and economy of the city section) and background documents/Planning Atlas (specifically the land use and urbanization section) to identify legal or policy issues related to commercial development. This will include, but is not limited to, the Consultant determining whether the comprehensive plan contains:

- Sufficient **commercially** designated land to accommodate the City’s anticipated needs and local commercial interests.
- Criteria or procedures related to **commercial development** that may stymie production.
- Deficiencies in background studies or inventories that are necessary to update plan policies for streamlined **commercial** development.
- Incorporation the City’s economic/community vision for the CBD

Following the audit, the consultant, in consultation with Local Government, will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged plan. For proposed map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change. The consultant will coordinate this work effort with the DLCDC Housing Planning Assistance Grant Comprehensive Plan and Zoning Code audit, as necessary.

**Development Code Audit and Code Concepts:** After completion of the Comprehensive Plan policy matrix, the consultant will perform an audit of the development code and will prepare a code concepts document summarizing proposed changes to the Development Code. This will include, but is not limited to, the Consultant demonstrating that the Comprehensive Plan and proposed Development Code amendments collectively and consistently ensure:

- A streamlined and, where feasible, clear, and objective path for approval of **commercial and mixed-use** developments
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging **commercial developments** through unreasonable cost or delay

- Internal consistency between the Comprehensive Plan and the Zoning Code policies, land use designations, and zoning districts, that could apply to Commercial development projects

The development code audit and recommended amendments will specifically consider the following:

- a. Architectural design standards, including design elements, and signage.
- b. Building setbacks and conflicts with clear vision requirements
- c. Maple Street design standards including regulation of formula-based business.
- d. The current boundary of the CBD overlay
- e. Parking standards
- f. Lighting standards
- g. Allowable uses in the underlying C3 zone vs. allowable uses in the CBD overlay
- h. Parking standards
- i. Potential for housing
- j. Land use permitting application procedures.

Local Government will schedule and provide notice and an agenda for an advisory committee meeting to present findings and recommendations of the code concepts document and Comprehensive Plan policy matrix (and any maps). Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meetings.

***Task 2 Products:***

***Task 2 Consultant Deliverable:***

- Comprehensive Plan policy matrix to track suggested text/policy changes, with accompanying map changes, as necessary
- Development Code Audit Findings and Concepts summary
- Presentation materials to explain Comprehensive Plan Policy matrix/map changes, Development Code Concepts findings, and recommendations to the advisory committee (AC #1)
- PAC #1 meeting notes

***Task 2 Local Government Deliverables:***

- Review and feedback on the Commercial uses Comprehensive Plan audit and policy matrix  
PAC #1 logistics, notice, and agenda

*Meetings*

PAC #1

***Task 2 timeline:*** June 1, 2024 to November 30, 2024

***Task 2 budget:*** \$3,000

**P1 – Interim Payment**

Reimbursement **by November 30, 2024, of up to \$ 3,600.00** upon submittal of pre-task reports, the Product(s) listed in Tasks 1– 2. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCD Contact Information.

**Task 3: Commercial Uses/Development Comprehensive Plan/Development Code Draft Amendment Package**

After review of the findings and recommendations of the code review with the advisory committee at the first committee meeting, Consultant will prepare draft updates to the Local Government’s zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 3.

Local Government will schedule one Planning Commission work session to present the proposed amendments package, to be publicly noticed. Consultant will coordinate with Local Government on meeting arrangements and facilitate the meeting(s).

***Task 3 Products:***

***Task 3 Consultant Products:***

- Draft updates to the Development Code, and comprehensive plan
- Presentation materials for the Planning Commission work session

***Task 3 City Products:***

- PAC Meeting #2 meeting notices and agendas

*Meetings*

PAC Meeting #2

**Submit 35-day notice.** Prepare and submit hearings-ready Products from Task 3 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 3 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.

***Task 3 timeline:*** October 1, 2024 to January 31, 2025

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

**Task 4: Final Code Update and Adoption**

After review of the code update with the Planning Commission, Consultant will prepare final draft updates to the Local Government’s Development Code and comprehensive plan addressing issues identified in Task 3. The final draft documents will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing code language; and clean text, in a format suitable for adoption. The Comprehensive Plan policy matrix will be an acceptable substitute for a strikeout/underline version of the proposed comprehensive plan amendments for purposes of this task, if preferred by the City.

Local Government will schedule and provide notice and an agenda for one advisory committee meeting to review the final code update deliverables. Consultant will coordinate with Local

Government on meeting arrangements and facilitate the advisory committee meeting.

Local Government will schedule and provide notice and an agenda for hearings to adopt updates to the Local Government's zoning ordinance, other development codes (if any), and comprehensive plan (if required). Consultant will coordinate with Local Government on hearing arrangements and present updates to the hearings body or bodies.

### **Task 5 Products:**

#### ***Task 5 Consultant Products:***

- Final amendment package to the zoning ordinance and comprehensive plan
- Presentation materials to explain final amendments package to joint work session), and (1) Planning Commission, and (1) City Council hearing

#### ***Task 5 City Products:***

- Post acknowledgement Plan Amendment 35-day notice
- Scheduling, advertising, and logistics for Joint Planning Commission Hearing and City Council Work Session
- Scheduling, advertising, and logistics for (1) Planning Commission Hearing and (1) City Council Hearing

**Submit Notice of Adoption.** Prepare and submit signed ordinance(s) adopting the Products from Task 5 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.

#### ***Meetings:***

Joint Work Session

Planning Commission and City Council (City staff only)

***Task 5 timeline:*** May 31, 2025

***Task 5 budget:*** \$2,000.00

### **FP – Final Payment**

Reimbursement of **up to \$7,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 4 and 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, 2025.**

**Budget Summary**

Task 1 – Project Kickoff and Project Management	\$600
Task 2 – Commercial Uses/Development Comprehensive Plan and Code Audit	\$3,000
Task 3 – Draft Comprehensive Plan and Development Code Amendments	\$5,000
Task 4 – Final Amendments and Adoption	\$2,000
<b>TOTAL</b>	<b>\$10,600</b>

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

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



OR

**Grant Program Manager:**

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



Payment requests should be sent to:

**Grants Administrative Specialist**

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



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

Grantee Name <b>City of Yamhill</b>		Grant No. assigned by DLCD <b>TA-25-018</b>		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: <b>May 31, 2025</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)					
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. <b>Payment requested (from line 5)</b>		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
12. <b>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>			
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  
2023-2025 Planning Technical Assistance Grant Agreement  
Interim Reimbursement and Closeout Form Instructions**

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

***General Instructions and Reminders***

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](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 971-375-1618) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

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



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

FOR DLCD USE
File No.:
Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing. (See OAR 660-018-0020 for a post-acknowledgment plan amendment and OAR 660-025-0080 for a periodic review task). The rules require that the notice include a completed copy of this form.

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

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

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

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

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

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

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

**For a change to a zoning map:**

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

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

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

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

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

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

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

# NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

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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:

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

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendments@dlcd.oregon.gov](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.



- Moved the PAC meeting schedule to match the schedule in the housing planning assistance grant
- Updated the interim payment date to match the housing planning assistance grant
- Changed Tas

#### **ALIGNED SCHEDULE FOR BOTH GRANTS**

*Schedule overview, as refined in project schedule modifications reflected in the revised agreements:*

**PAC #1:** INTRO/ BLI FOCUS -Intro to project, timeline, identify community priorities/needs, review of BLI (THIS IS A NEW ADD BASED ON ADDITIONAL BUDGET)

--> **scheduled between now and end of September 2024**

**PAC #2:** AUDIT FINDINGS FOCUS, content review of the (a) Residential Grant Task 3 and 4 deliverables and (b) commercial grant Task 2 deliverables and PAC feedback

--> **scheduled in November**

**PAC #3:** AMENDMENT PACKAGE FOCUS - Content Review of (a) Residential Grant Task 4 and (b) Commercial grant Task 3

**Public Meeting #1:**

--> **Scheduled in November 30-February 1, 2025**

**Joint Work session/hearings at PC/CC**

--> **Scheduled February 1 to May 1, 2025**

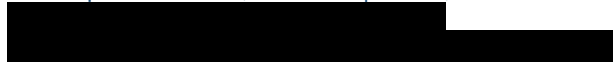
Best regards,

Melissa



**Melissa Ahrens**

Mid-Willamette Valley Regional Representative  
Oregon Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150 | Salem, OR 97301-2540



STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



2023-2025 HOUSING PLANNING 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> November 30, 2023 (Amended 7/29/2024)	
<b>Grantee</b> City of Yamhill 205 Maple Street Yamhill, Oregon 97148	<b>Grant No.</b> HA-25-004
<b>Project Title:</b> Yamhill Housing Comprehensive Plan/Code Audit and Buildable Lands Inventory	
<b>Grantee Representative</b> Walt Wendolowski, Contract Planner [Redacted]	<b>DLCD Grant Manager</b> Melissa Ahrens [Redacted]
<b>GRANT AMOUNT:</b> \$65,000	<b>CLOSING DATE:</b> May 31, 2025
<b>Last day to amend agreement:</b> March 1, 2025	

**Signature**

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

**List of Products**

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by December 31, 2023 (Project Requirement 8)

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

Task 1: Project Kick-Off and Management

Task 2: Buildable Lands Inventory

Task 3: Comprehensive Plan Audit and Policy Matrix

Task 4: Zoning Code Audit and Policy Matrix

Task 5: Draft Comprehensive Plan and Zoning Code Amendments/Final BLI

Task 6: Final Update and Adoption

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

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

**DLCD Grant Number:** HA-25-004

**City of Yamhill**

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 Yamhill**, 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 **\$65,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

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

**6. Disbursement and Recovery of Grant Funds.**

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

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

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

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

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

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

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

12. **Indemnity.**

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

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

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

**14. Termination:**

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

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

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between 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 Yamhill

**Grant No.** HA-25-004

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>Ethan Stuckmayer</b>		
Signature of DLCD Grant Program Manager	<b>Housing Services Division Manager</b>	

**PROJECT PURPOSE STATEMENT**

City of Yamhill Comprehensive Plan and Zoning Code Audit will: (1) Identify new housing types to the code (2) examine standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395, (2) incorporate clear and objective standards for review and approval of housing projects into amendments, and (3) streamline the process of development review for housing projects. The project will examine the policies of the Comprehensive Plan, especially those related to Housing, and Land Use and Urbanization, as well as any existing impediments to development in policies implementing other statewide planning goals.

A subsequent buildable lands inventory will identify developable and re-developable property.

The project fulfills a housing-related statutory obligation as Yamhill approaches a population size of 2,500 and new thresholds for middle-housing are identified via HB3395. Introducing new housing types, the project facilitates housing production, affordability, and choice. Introducing new clear and objective standards, the project facilitates fair and equitable housing outcomes.

**PROJECT OVERVIEW AND MANAGEMENT**

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD 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 (PAC) composed of local government and state agency staff and others identified by the PAC. The role of the PAC is to review Project materials and advise on technical issues throughout the project. PAC members shall generally consist of representatives from City of Yamhill, MWVCOG, Yamhill County, DLCD, and the Project consultant. Additional representatives from other affected agencies, interested tribal governments, and organizations may serve as recommended by PAC members.

The PAC will meet on a regular basis to review technical analysis and recommendations prepared by City of Yamhill staff and the consultant. Individual PAC 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.

***Agency Role***

DLCD will provide financial, administrative, and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized. DLCD recognizes the

Comprehensive Plan and zoning code update project will inform, but will not bind, future land use decisions of the cooperating jurisdictions.

### ***Consultant Role***

The Project will use consultant services to perform technical analysis related to the Comprehensive Plan and zoning code update project. The consultant is expected to adhere to the scope of work, tasks, and deliverables outlined in this grant agreement. 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 PAC meeting.

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

### ***Project Schedule***

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

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

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

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

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

## **PROJECT REQUIREMENTS**

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

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCDC or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products, and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by December 31, 2023:
  - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
  - b. Identify the name and e-mail address of those persons who are members of the TAC or other committee formed to carry out work on this Agreement.
  - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
10. Any final product must be proposed under Attachment D, Form 1, "Notice of Proposed Change," at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, "Notice of Adoption" as set forth in ORS 197.615 and OAR 660-018-0040.
11. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
12. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
13. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCDC Salem office at least 60 days prior to the Project End Date. The request will be reviewed and approved in writing by DLCDC if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.

14. 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.
15. 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.
16. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
17. Grantee will coordinate and provide notice to DLCD, Yamhill County, and any other agencies and organizations identified by the Grantee or Consultant of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
18. Grantee will consult with the DLCD Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
19. Grantee will submit written status reports throughout the duration of the project. These reports must indicate which tasks have been completed, which tasks are yet to be completed, and, if tasks are expected to be delayed beyond the identified schedule of completion, a description of the grantee's work plan to complete the tasks in a timely manner. Should grantee need to delay or eliminate tasks, the status report should include a request to amend the grant agreement accordingly. Progress reports must be submitted by July 1, 2024, and December 2, 2024.
20. DLCD will provide no more than one interim payment before the Project End Date and a final payment. Payments will be made only upon submittal of qualifying Product(s) and progress report(s) in accordance with the terms of this Agreement and Attachment C. The report(s) must describe the progress to date on each Task(s) or Product(s) undertaken during the billing period. Other written or verbal progress reports will be provided upon reasonable request by the DLCD Grant Manager.
21. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCD's payment obligations under this Agreement are conditioned upon DLCD receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCD in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
22. Grantee will not use or charge grant funds provided under this Agreement for consultant(s) trip expense(s), lodging, or any other expense submitted by consultant(s), except for the initial consultant(s) trip to Grantee. Grantee may use grant funds to pay for Product(s) produced by consultant(s).
23. Grantee will not use grant funds provided under this Agreement for any regularly scheduled or other scheduled meetings and hearings. Grantee must use its own funds, or in-kind contributions for all regularly scheduled or other scheduled meetings and hearings.

### ***GIS Requirements***

24. 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).

25. 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.
26. 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.
27. 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.

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

*Pre-task report budget:* \$0

### **Task 1: Project Kick-Off, Public Engagement, and Project Management**

The purpose of the project kick-off is for Consultant to become familiar with local conditions and with Local Government’s planning documents (Comprehensive Plan, zoning ordinance, and any other documents provided by the City), for the parties to confirm the objectives of the project and refine the project schedule, and for the Local Government to prepare for the Project. Consultant will contact Local Government via conference call, or in person, to inquire about establishing project expectations and familiarizing themselves with city-specific concerns. Consultant will verify the action items identified through this initial conference call with the Local Government and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement by the Local Government and the Consultant.

The Consultant, with guidance from the Project Management Team (PMT), will develop an inclusive outreach and engagement plan that supports participation of priority populations in the Project Advisory Committee (PAC). The engagement plan will include a framework and resources for at least one (1) community engagement action that the City could oversee. Examples include:

- community survey,
- static display/table at local gathering place/community event, etc
- ‘Big Idea’ postcards. Ideal for distribution through community ‘bumping spaces’ like local

coffee shops or as an additional response outlet at other engagement activities/hearings.

The PAC will meet three (3) times throughout the course of the project to review project materials and guide the project Consultant will have biweekly check-ins with the PMT to discuss major project milestones and work products, address questions, and identify follow-up actions. Consultant will continue biweekly check-ins/ongoing coordination with the PMT until the end of the project in May 2025.

***Task 1 Consultant Deliverables:***

- Summary of major tasks and action items for the Project;
- Proposed Project schedule based on the scope and tasks identified in this grant agreement;
- Outreach and engagement plan for priority populations and evaluation framework for inclusive participation; and
- Materials/detail for one community engagement action decided by City.

***Task 1 Local Government Deliverables:***

- Stakeholder list for noticing and public involvement;
- Copy of relevant comprehensive plan and code sections, or other relevant City data or documents;
- PAC coordination;
- Review and comment on draft outreach and engagement plan; and
- Management of one community engagement action.

***Task 1 timeline:*** May 13, 2024 to May 31, 2025

***Task 1 budget:*** \$6,000

**Task 2: Draft Buildable Lands Inventory (BLI)**

Consultant will prepare a draft inventory of buildable land consistent with OAR chapter 660, division 7 or 8, as applicable. The BLI will be used to determine the City's residential land need in Task 4. The BLI will be developed based on discussion with a project advisory committee at one or more committee meetings. This task can include GIS work to support the development of the BLI, as needed. City will schedule and provide notice and an agenda for one advisory committee meeting to review the draft BLI product. Consultant will coordinate with City on meeting arrangements and facilitate the advisory committee meetings. The advisory committee may consider more than one deliverable at a meeting.

***Task 2 Consultant Deliverables:***

- Draft BLI
- Presentation materials to explain preliminary analyses and findings to the advisory committee (PAC #1)
- Advisory committee meeting notes

***Task 2 City Deliverable:***

- Advisory committee meeting appointments, notices, and agendas
- Feedback on the draft BLI

***Task 2 timeline:*** July 1, 2024 to September 30, 2024

***Task 2 budget:*** \$13,000

### **Task 3: Comprehensive Plan Audit and Policy Matrix**

Consultant will review the Local Government’s acknowledged comprehensive plan to identify legal or policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the comprehensive plan contains:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395 the following:
  - Allowances in commercial zones for affordable housing types;
  - Allowances for duplexes on lots/land zoned for residential use that allow for the development of detached single family dwellings; and
  - Allowances for single room occupancies.
- A clear and objective path for approval of residential development;
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay;
- Criteria or procedures related to housing that may stymie production; and
- Deficiencies in background studies or inventories that are necessary to update plan policies for streamlined residential development.

Following the audit, consultant, in consultation with Local Government, will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged Comprehensive Plan, as well as any background information gaps suggested for update. For map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change. This task will include GIS/Mapping work, as needed to support the deliverables.

#### ***Task 3 Consultant Deliverable:***

- Comprehensive Plan audit findings/ recommendations report and policy matrix to track suggested changes; and
- One update based on City feedback.

#### ***Task 3 Local Government Deliverables:***

- Review and feedback on the Comprehensive Plan audit and policy matrix.

***Task 3 timeline:*** July 1, 2024 to September 30, 2024

***Task 3 budget:*** \$12,000

### **Task 4: Zoning Code Audit and Policy Matrix**

Consultant will review the Local Government’s zoning ordinance and other land development documents and regulations that are part of the acknowledged legal standard of review for development projects to identify legal or policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the zoning code contains:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395 the following:
  - Allowances in commercial zones for affordable housing types
  - Allowances for duplexes on lots/land zoned for residential use that allow for the development of detached single family dwellings



- Allowances for single room occupancies
- Internal consistency between the Comprehensive Plan and the Zoning Code policies, land use designations, and zoning districts, that could apply to housing development projects
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay
- Criteria or procedures related to housing that may stymie production.

Local Government will schedule and provide notice and an agenda for an advisory committee meeting to present findings and recommendations of the code review. Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meeting.

Following the PAC meeting, Consultant, in consultation with Local Government, will consider public input received and will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged Zoning Code. For map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change. This task will include GIS/Mapping work, as needed to support the deliverables.

***Task 4 Consultant Deliverable:***

- Code Audit findings and recommendations report and policy matrix to track suggested changes
- Presentation materials detailing Task 3 and 4 findings and recommendations for PAC#2
- Advisory committee meeting notes

***Task 4 Local Government Deliverables:***

- Advisory committee meeting notices, and agendas

***Task 4 timeline:*** August 1, 2024 to November 30, 2024

***Task 4 budget:*** \$12,000

**P1 – Interim Payment**

Reimbursement **by November 30, 2024, of up to \$ 43,000.00** upon submittal of pre-task reports, the Product(s) listed in Tasks 1– 4. Submit Product(s) and a signed Attachment C, Request for Reimbursement Form on digital media to the Grant Manager and the Grant Administrative Specialist to the e-mail addresses listed in Attachment B, DLCDC Contact Information.

**Task 5: Draft Comprehensive Plan and Zoning Code Amendments**

After review of the findings and recommendations of the review with the advisory committee meetings and public meeting/workshop, Consultant will prepare draft updates to the Local Government’s zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Task 3 and 4. Necessary GIS/mapping work will be included.

Local Government will schedule and provide notice and an agenda for an advisory committee meeting to review the draft code/Comprehensive Plan update deliverables. Consultant will coordinate with Local Government on meeting arrangements and facilitate the advisory committee meetings.

Following the advisory committee meeting, Consultant, in consultation with Local Government, will consider public input received and make any necessary revisions to the proposed amendments, if needed. **The Draft BLI completed in Task 2 will be refined, as needed, based off of the proposed amendments and a final BLI will be prepared.**

***Task 5 Consultant Deliverable:***

- Draft updates to the zoning ordinance, other development codes (if any), and comprehensive plan, to include any proposed map changes/updates and modernization of existing acknowledged maps
- Presentation materials to explain draft updates to the advisory committee (PAC #3)
- Advisory committee meeting notes
- Final BLI
- Public Meeting #1 presentation
- Public Meeting #1 summary

***Task 5 Local Government Deliverables:***

- Advisory committee meeting notices and agendas
- Public Meeting #1 logistics, notice, and agenda
- Review and comment on draft Comprehensive Plan and Development Code amendments for commercial uses
- Review and comment on draft Comprehensive Plan and Development Code amendments for residential uses

**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.

***Task 5 timeline:*** November 30, 2024 to February 1, 2024

***Task 5 budget:*** \$12,000.00

**Task 6: Final Code Update and Adoption**

The City will schedule one joint Planning Commission and City Council work session to present the proposed amendments package(s) and BLI. The Consultant will coordinate with the City on meeting arrangements and facilitate the meeting.

After review of the Comprehensive Plan and Development Code updates and BLI with the Planning Commission and City Council, the Consultant will prepare final draft updates to the City’s Comprehensive Plan and Development Code. The final draft documents will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing policy and code language; and clean text, in a format suitable for adoption. The Comprehensive Plan policy matrix will be an acceptable substitute for a strikeout/underline version of the proposed comprehensive plan amendments for purposes of this task, if preferred by the City.

The City will schedule and provide notice and an agenda for one Planning Commission hearing and one City Council hearing to adopt updates to the City’s Comprehensive Plan and Development Code. The Consultant will coordinate with the City on hearing arrangements and present updates to the hearings body or bodies.

***Task 6 Consultant Deliverable:***

- Final draft updates to the zoning ordinance and comprehensive plan
- Presentation materials to explain final amendments package(s) at one joint Planning Commission and City Council work session
- Presentation materials to explain final amendments package(s) at one Planning Commission hearing

Presentation materials to explain final amendments package(s) at one City Council hearing

**Task 6 Local Government Deliverables:**

- Logistics, notice, and agendas for one joint Planning Commission and City Council work session
- Post acknowledgement Plan Amendment Adoption notice
- Scheduling, advertising, and logistics for one Planning Commission hearing
- Scheduling, advertising, and logistics for one City Council hearing

Equity and inclusion self-assessment

**Submit Notice of Adoption.** Prepare and submit signed ordinance(s) adopting the Products from Task 5 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 6 timeline:** February 1, 2024 to May 1, 2025

**Task 6 budget:** \$10,000.00

**FP – Final Payment**

Reimbursement of **up to \$ 22,000.00** and the balance of previously unused grant funds from P1 and P2 upon submittal of Product(s) listed in Tasks 5 and 6. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2025.**

**Budget Summary**

Task 1 – Project Kick-Off and Management	\$6,000
Task 2 – Draft Buildable Lands Inventory	\$13,000
Task 3 – Comprehensive Plan Audit and Policy Matrix	\$12,000
Task 4 – Zoning Code Audit and Policy Matrix Amendments	\$12,000
Task 5 – Draft Comprehensive Plan and Zoning Code and Final BL	\$12,000
Task 6 – Final Update and Adoption	\$10,000
<b>TOTAL</b>	<b>\$65,000</b>

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

Melissa Ahrens  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, OR 97301



**Housing Team Support Staff:**

Karen Guillen-Chapman  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, OR 97301



OR

**Housing Services Division Manager:**

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



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



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

Grantee Name <b>City of Yamhill</b>		Grant No. assigned by DLCD <b>HA-25-004</b>		Final Payment <b>Yes No</b>	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: <b>May 31, 2025</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)					
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. <b>Payment requested (from line 5)</b>		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
12. <b>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  
2023-2025 Planning Technical Assistance Grant Agreement  
Interim Reimbursement and Closeout Form Instructions**

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

***General Instructions and Reminders***

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](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 971-239-2901) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

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



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

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:

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

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendments@dlcd.oregon.gov](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.



## **SUBCONSULTANT AGREEMENT ADDENDUM NO. 1.0**

This addendum is made and entered into by and between **3J Consulting, Inc.** ("CONSULTANT") and the City of Yamhill ("CLIENT").

This amendment modifies that certain AGREEMENT between parties in connection with the Yamhill Code Updates project entered into on May 10, 2024.

This amendment adds the scope of work described here and incorporated into the full scope of work attached (Exhibit A).

- Added third PAC meeting to be BLI focused
- Added one (1) engagement activity and consultant prepared materials/details to be included in the engagement plan but overseen/chosen by the City. It adds more flexibility for the City than a second public meeting
- Added funding for GIS/Mapping work in Task 3, 4, and 5, focused on mapping updates/GIS needs in the BLI and in the policy amendment tasks. Allows for updating/modernizing of old (but acknowledged) maps so they are functional and can help with streamlining housing development.
- Added funding to Task 5 for more policy development support/research.
- Deleted the inclusive outreach plan requirement in Task 2 since the outreach/engagement will be covered in the housing planning assistance grant (and there was minimal budget available (\$600)); changing Task 1 to Kick off Meeting and project management.

*Refinements based on consultant input/preference:*

- Deleted one public open house/meeting in BLI Task and replaced with a joint PC/Council meeting.
- Moved BLI to Task 2 and included space for final BLI refinements in Task 5 .

This amendment increases the contract by **\$18,000.00** as shown below and attached (Exhibit B).

**The Total Fee shall be modified to reflect this Contract Addendum:**

Original T&M Contract Amount	\$	57,600
Approved Addendum 1 Lump Sum Contract Amount	\$	18,000
Revised Lump Sum Contract Amount	\$	75,600

All other terms and conditions of the original contract shall remain in full force and effect.

Effective Date of Amendment: August 14, 2024, or upon final signature, whichever is later.

CONSULTANT:

CLIENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: John Howorth

Printed Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### CITY OF YAMHILL CODE UPDATES SCHEDULE AND DELIVERABLES

This project, funded through two grants from the Oregon Department of Land Conservation and Development (DLCD) will address two elements of the Yamhill Comprehensive Plan and Development Code:

1. **Commercial Uses.** The boundaries of the City's Central Business District (CBD), types of uses allowed and encouraged, design requirements, and parking requirements, with the primary goals of eliminating conflicting language and creating clear and objective guidelines for the development within the CBD, thereby reducing subjectivity and streamlining the review process. The project will also ensure any proposed amendments to acknowledged City Planning documents provide potential for new housing opportunities, through expanding opportunities for mixed use development and incentivizing symbiotic commercial and residential developments that enhance the livability and walkability of the Community's downtown core.

Specifically, an audit of the City's existing CBD land use regulations will determine what changes are necessary to meet the current and future needs of the community. Given the current lack of an industrial base within the City, ensuring a successful downtown is key to the City's economy and compliance with Goal 9 provisions. The City notes that the last look at the CBD, and associated C3 zone, was in 2004 when the City first adopted the District overlay (DLCD File 002-04). The economic world has changed in the last 19 years, especially retail sales and the role of the downtown. The City saw little progress downtown since then, and believes it is time to re-examine the effectiveness of the current regulations. The purpose of this project will be to ensure that the City's land use regulations align with the City's current economic vision for the CBD, as well as applicable State laws and Statewide Planning Goals.

2. **Residential Uses.** The Comprehensive Plan and Zoning Code Audit will: (1) Identify new housing types to the code (2) examine standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395, (2) incorporate clear and objective standards for review and approval of housing projects into amendments, and (3) streamline the process of development review for housing projects. The project will examine the policies of the Comprehensive Plan, especially those related to Housing, and Land Use and Urbanization, as well as any existing impediments to development in policies implementing other statewide planning goals.

A concurrent buildable lands inventory will identify developable and re-developable property.

The project fulfills a housing-related statutory obligation as Yamhill approaches a population size of 2,500 and new thresholds for middle-housing are identified via HB3395. Introducing new housing types, the project facilitates housing production, affordability, and



choice. Introducing new clear and objective standards, the project facilitates fair and equitable housing outcomes.

**Task 1: Project Kickoff and Project Management**

The purpose of the project kickoff for both awarded grants is for Consultant to become familiar with local conditions and with the City of Yamhill’s planning documents (Comprehensive Plan, zoning ordinance, and any other documents provided by the City), for the parties to confirm the objectives of the project and refine the project schedule, and for the City to prepare for the Project. Consultant will schedule a virtual meeting to establish project expectations and familiarizing themselves with city-specific concerns. Consultant will verify the action items identified through this initial virtual meeting with the City and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement by the City and the Consultant.

Consultant will have biweekly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions. Consultant will continue biweekly check-ins/ongoing coordination with the City until the end of the project in May 2025.

The Consultant, with guidance from the Project Management Team (PMT), will develop an inclusive outreach and engagement plan that supports participation of priority populations in the Project Advisory Committee (PAC). The engagement plan will include a framework and resources for at least one (1) community engagement action that the City could oversee, such as a community survey, or display and/or “Big Idea” postcards for local gathering places or community events. The PAC will meet three (3) times throughout the course of the project to review project materials and guide the project.

PAC members will include, but are not limited to representatives from the City of Yamhill, MWVCOG, Yamhill County, DLCD, Business Oregon, the Economic Development Committee, owners/managers of Central Business District (CBD) property, property owners, developers, and interested citizens. The City will also reach out to Unidos Bridging Community or a similar group to ask for their participation on the PAC.

Task 1 Consultant Deliverables:

- Summary of major tasks and action items for the Project
- Proposed Project schedule
- Outreach and engagement plan for priority populations and evaluation framework for inclusive participation
- **Materials/detail for one community engagement action**

Task 1 City Deliverables:

- Stakeholder list for noticing and public involvement
- Copy of relevant Comprehensive Plan and Development Code sections
- Organization of the Advisory Committee (AC)
- Review and comment on draft outreach and engagement plan
- Management of one community engagement action

*Task 1 Timeline:* May 13, 2024 to May 31, 2025



**Task 2: Buildable Lands Inventory (BLI)**

The Consultant will prepare a draft inventory of buildable land consistent with OAR chapter 660, Division 7 or 8, as applicable. The BLI will be used to determine the City’s residential land need in Tasks 3 and 4. The City will schedule and provide notice and an agenda for PAC Meeting #1 to review the draft BLI product. The Consultant will coordinate with the City on meeting arrangements and facilitate the PAC meeting.

Following the PAC meeting, and in consultation with the City, the Consultant will consider public input received and make any necessary revisions to the BLI.

Task 2 Consultant Deliverables:

- Draft buildable lands inventory
- Presentation materials to explain analysis and findings at PAC meeting #1
- PAC meeting #1 summary

Task 2 City Deliverables:

- Review and comment on draft buildable lands inventory
- PAC meeting #1 notice and agenda

*Task 2 Timeline:* June 1 to September 30, 2024

**Task 3: Comprehensive Plan Audit and Policy Matrix**

3A: Commercial Uses

Consultant will review the City’s acknowledged Comprehensive Plan (specifically the Plan Map, land use planning section, housing, and economy of the city section) and background documents/Planning Atlas (specifically the land use and urbanization section) to identify legal or policy issues related to commercial development. This will include, but is not limited to, the Consultant determining whether the comprehensive plan contains:

- Sufficient commercially designated land to accommodate the City’s anticipated needs and local commercial interests.
- Criteria or procedures related to commercial development that may stymie production.
- Deficiencies in background studies or inventories that are necessary to update plan policies for streamlined commercial development.
- Incorporation the City’s economic/community vision for the CBD.

Following the audit, the consultant, in consultation with the City, will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged plan. For proposed map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change. The consultant will coordinate this work effort with the DLCDC Housing Planning Assistance Grant Comprehensive Plan as necessary.

3B: Residential Uses

Consultant will review the City’s acknowledged comprehensive plan to identify legal or policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the comprehensive plan contains:



- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395 the following:
  - Allowances in commercial zones for affordable housing types
  - Allowances for duplexes on lots/land zoned for residential use that allow for the development of detached single family dwellings
  - Allowances for single room occupancies
- A clear and objective path for approval of residential development.
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay.
- Criteria or procedures related to housing that may stymie production.
- Deficiencies in background studies or inventories that are necessary to update plan policies for streamlined residential development.

Following the audit, in consultation with the City, the Consultant will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged Comprehensive Plan, as well as any background information gaps suggested for update. For map changes to existing Comprehensive Plan land use designations, the policy matrix will be accompanied by a graphic depiction of the change.

#### Task 3 Consultant Deliverables:

- Commercial uses Comprehensive Plan audit findings and recommendations report and policy matrix to track suggested changes, with accompanying map changes
- Residential uses Comprehensive Plan audit findings and recommendations report and policy matrix to track suggested text/policy changes, with accompanying map changes
- One update to Commercial uses findings and policy matrix based on City feedback
- One update to Residential uses findings and policy matrix based on City feedback

#### Task 4 City Deliverables.

- Review and feedback on the Commercial uses Comprehensive Plan audit and policy matrix
- Review and feedback on the Residential uses Comprehensive Plan audit and policy matrix

*Task 3 Timeline:* June 1 to November 30, 2024

### **Task 4: Development Code Audit and Concepts**

#### 4A. Commercial Uses

After completion of the Comprehensive Plan policy matrix, the consultant will perform an audit of the development code and will prepare a code concepts document summarizing proposed changes to the Development Code. This will include, but is not limited to, the Consultant demonstrating that the Comprehensive Plan and proposed Development Code amendments collectively and consistently ensure:

- A streamlined and, where feasible, clear, and objective path for approval of commercial. and mixed-use developments.
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging commercial developments through unreasonable cost or delay.
- Internal consistency between the Comprehensive Plan and the Zoning Code policies, land use designations, and zoning districts, that could apply to Commercial development projects.

The development code audit and recommended amendments will specifically consider the following:



- a. Architectural design standards, including design elements, and signage.
- b. Building setbacks and conflicts with clear vision requirements
- c. Maple Street design standards including regulation of formula-based business.
- d. The current boundary of the CBD overlay
- e. Parking standards
- f. Lighting standards
- g. Allowable uses in the underlying C3 zone vs. allowable uses in the CBD overlay
- h. Potential for housing
- i. Land use permitting application procedures.

#### 4B. Residential Uses

Consultant will review the City's zoning ordinance and other land development documents and regulations that are part of the acknowledged legal standard of review for development projects to identify legal or policy issues related to residential development. This will include, but is not limited to, the Consultant determining whether the zoning code contains:

- Standards permitting the development of housing in compliance with applicable statutes and Administrative Rules (OAR Chapter 660) and specifically for HB 3395 the following:
  - Allowances in commercial zones for affordable housing types
  - Allowances for duplexes on lots/land zoned for residential use that allow for the development of detached single family dwellings
  - Allowances for single room occupancies
- Internal consistency between the Comprehensive Plan and the Zoning Code policies, land use designations, and zoning districts, that could apply to housing development projects.
- Standards, conditions, or procedures that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay.
- Criteria or procedures related to housing that may stymie production.

The City will schedule and provide notice and an agenda for PAC Meeting #2 to present from Tasks 3 and 4. Consultant will coordinate with the City on meeting arrangements and facilitate the PAC meeting.

Following the PAC meeting, the Consultant, in consultation with the City, will consider public input received and will develop a policy matrix that tracks the proposed wording/policies to be added to or deleted from the acknowledged Zoning Code.

The City will schedule public meeting #1 to present the work products from Task 2, 3, and 4. The City will solicit input from the public on proposed code concepts. The Consultant will coordinate with the City on meeting arrangements and facilitate the public meeting.

#### **Article I. Task 4 Consultant Deliverables:**

- Commercial uses Development Code audit findings and concepts summary
- Residential Development Code audit findings and concepts summary
- One update to Commercial uses Development code findings and concepts based on City feedback
- One update to Residential uses Development code findings and concepts based on City feedback
- Presentation materials to explain analysis and findings at PAC meeting #2
- PAC meeting #2 summary
- Presentation materials to explain analysis and findings at Public Meeting #1
- Public Meeting #1 summary



**Article II. Task 4 City Deliverables:**

- Review and feedback on the Commercial uses Development Code audit and concepts
- Review and feedback on the Residential uses Development Code audit and concepts
- PAC meeting #2 notice and agenda
- Public Meeting #1 notice and logistics

*Task 4 Timeline:* June 1 to November 30, 2024

**Task 5: Draft Comprehensive Plan and Development Code Amendments**

5A. Commercial Uses

After review of the findings and recommendations of the code review at the PAC and public meetings, the Consultant will prepare draft updates to the City's zoning ordinance, other development codes (if any), and comprehensive plan, addressing issues identified in Tasks 3 and 4.

The City will schedule and provide notice and an agenda for PAC Meeting #3 to review the draft code/Comprehensive Plan update deliverables. Consultant will coordinate with the City on meeting arrangements and facilitate the PAC meeting.

Following the PAC meeting, the Consultant, in consultation with the City, will consider public input received and make any necessary revisions to the proposed amendments, if needed.

5B. Residential Uses

After review of the findings and recommendations of the review with the PAC and public meetings, the Consultant will prepare draft updates to the City's zoning ordinance, other development codes (if any), and comprehensive plan (if required), addressing issues identified in Tasks 3 and 4.

The City will schedule and provide notice and an agenda for PAC Meeting #3 to review the draft code/Comprehensive Plan update deliverables and revised BLI. Consultant will coordinate with the City on meeting arrangements and facilitate the PAC meeting.

Task 6 Consultant Deliverables:

- Draft updates to the Development Code and Comprehensive Plan for Commercial uses
- Draft updates to the Development Code and Comprehensive Plan for Residential uses
- Presentation materials to explain analysis and findings at PAC meeting #3
- PAC meeting #3 summary

Task 5 City Deliverables:

- Review and comment on draft Comprehensive Plan and Development Code amendments
- PAC meeting #3 notice and agenda

*Task 5 Timeline:* October 31, 2024 to February 1, 2025

**Task 6: Final Comprehensive Plan and Development Code Updates and Adoption**

Following the PAC meeting, the Consultant, in consultation with the City, will consider public input received and make any necessary revisions to the proposed amendments.



The City will schedule one joint Planning Commission and City Council work session to present the proposed amendments package(s) and BLI. The Consultant will coordinate with the City on meeting arrangements and facilitate the meeting.

After review of the Comprehensive Plan and Development Code updates and BLI with the Planning Commission and City Council, the Consultant will prepare final draft updates to the City's Comprehensive Plan and Development Code. The final draft documents will be delivered in two formats: double underline/strikeout (showing new and deleted text, respectively) to indicate changes from existing policy and code language; and clean text, in a format suitable for adoption. The Comprehensive Plan policy matrix will be an acceptable substitute for a strikeout/underline version of the proposed comprehensive plan amendments for purposes of this task, if preferred by the City.

The City will schedule and provide notice and an agenda for one Planning Commission hearing and one City Council hearing to adopt updates to the City's Comprehensive Plan and Development Code. The Consultant will coordinate with the City on hearing arrangements and present updates to the hearings body or bodies.

*Task 6 Consultant Deliverables:*

- Final amendment package(s) to the Comprehensive Plan and Development Code
- Presentation materials to explain final amendments package(s) at one joint Planning Commission and City Council work session
- Presentation materials to explain final amendments package(s) at one Planning Commission hearing and one City Council hearing

*Task 6 City Deliverables*

- Post acknowledgement Plan Amendment Adoption notice
- Logistics, notice, and agendas for one joint Planning Commission and City Council work session
- Scheduling, advertising, and logistics for one Planning Commission hearing and one City Council hearing

*Task 6 Timeline:* February 1 to May 1, 2025



**EXHIBIT B**

Yamhill Code Updates Project Budget Tasks/Deliverables	3J Consulting				The Rux Group			JET Planning			TOTAL		
	SF \$214	Planner \$114	JR \$164	AJ \$98	Expense	Subtotal	DR \$180	Expense	Subtotal	ED \$180		Expense	Subtotal
Task 1. Project Kickoff and Project Management	15			12	\$29	\$4,415	12	\$25	\$2,185			\$0	\$6,600
Task 2. Buildable Lands Inventory	9	7	58	0	\$44	\$12,280	4		\$720			\$0	\$13,000
Task 3. Comprehensive Plan and Policy Matrix	12	48	0	0	\$0	\$8,040	20	\$0	\$3,600	2	\$0	\$360	\$12,000
Task 4. Development Code Audit and Concepts	16	0	0	0	\$186	\$3,610	59	\$50	\$10,670	4	\$0	\$720	\$15,000
Task 5. Draft Comprehensive Plan and Development Code Amendments	16	0	0	0	\$51	\$3,475	67	\$25	\$12,085	8	\$0	\$1,440	\$17,000
Task 6. Final Comprehensive Plan and Development Code Updates and Adoption	20				\$85	\$4,365	42	\$75	\$7,635			\$0	\$12,000
Total Hours	88	55	58	12	-----	213	204	-----	204	14	-----	14	431
Total Fees	\$18,832	\$6,270	\$9,512	\$1,176	\$395	\$36,185	\$36,720	\$175	\$36,895	\$2,520	\$0	\$2,520	\$75,600

The Law Firm Of  
Haugeberg, Rueter, Gowell,  
Fredricks & Higgins, P.C.

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Walter R. Gowell  
Douglas S. Fredricks, LL.M. Tax\*  
Dianne L. Haugeberg, LL.M. Tax\*  
Karin A. Moshier  
Tyler C. Yeoman-Millette  
Katherine L. Gowell\*\*  
Mikayla W. Wallace  
Allison L.A. Rude  
\*Also admitted in California  
\*\*Also admitted in Colorado

July 23, 2024

Shelley Reimer, City Administrator  
City of Yamhill  
205 S. Maple Street  
Yamhill, OR 97148

Re: Engagement for Legal Services

Dear Shelley:

Thank you for requesting that Haugeberg, Rueter, Gowell, Fredricks & Higgins, P.C continue to serve as general legal counsel for the City of Yamhill. The purpose of this engagement letter ("Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations under this Agreement.

We have been asked to continue to act as General City Counsel, and the scope of our representation can include the following: attending City Council Meetings as requested by the Council or City Administrator, assisting in ordinance and resolution review and preparation, contract review and preparation, and advising on general matters as requested by the City Administrator and the City Council. The City expects that we will be able to provide most of the legal services the City requires but acknowledges that some situations may require particular expertise which would be provided by separate legal counsel. We generally do not handle litigation, and while we can handle routine employment matters, we are not specialists in this area and may recommend separate legal counsel be hired to handle those matters.

The City will waive potential and apparent conflicts relating to clients of the firm who have ongoing business with the City, and the City will engage special counsel as necessary to provide independent legal representation for the City as the need arises. These matters will be resolved on a case- by-case basis to resolve the occurrence of any actual conflict of interest.





# GROVE, MUELLER & SWANK

**redw**  
Advisors & CPAs

July 5, 2024

MSA# 94262

City of Yamhill  
Honorable Mayor, Members of the City Council and Management  
P.O. Box 9  
Yamhill, OR 97148

We are pleased to confirm our acceptance and our understanding of this engagement by means of this Statement of Work (“SOW”) and the related Master Services Agreement (“MSA”) between REDW LLC and the City of Yamhill (the City).

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Yamhill, as of June 30, 2024 and for the year then ended, and the related notes, which collectively comprise the City’s basic financial statements as listed in the table of contents.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Supplementary information will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining fund statements (modified cash basis)
- Schedules of revenues, expenditures and changes in fund balances (modified cash basis) – budget to actual

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

- Management's discussion and analysis

## Auditor Responsibilities

We will conduct our audit in accordance with GAAS and the Minimum Standards for Audits of Oregon Municipal Corporations. As part of an audit in accordance with GAAS and the Minimum Standards for Audits of Oregon Municipal Corporations, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and the Minimum Standards for Audits of Oregon Municipal Corporations.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

## Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

## Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with the modified cash basis of accounting;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
4. For identifying and ensuring that the City complies with the laws and regulations applicable to its activities;
5. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
6. For acceptance of nonattest services, including identifying the proper party to oversee nontattest work;
7. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;

8. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
9. For the accuracy and completeness of all information provided;

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Nonattest Services**

With respect to any nonattest services we perform, including the preparation of the financial statements, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the preparation of the financial statements, as previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

## Reporting

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We also will issue a written report on compliance with the Minimum Standards for Audits of Oregon Municipal Corporations upon completion of our audit.

The City has been informed about the option to engage us to report on key audit matters as permitted by Statement on Auditing Standards (SAS) No. 134, *Auditor Reporting and Amendments, Including Amendments Addressing Disclosures in the Audit of Financial Statements*. This additional reporting is optional and must be requested by the City. At this time, we have not been engaged to report on key audit matters in our auditor's report.

## Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

## Provisions of Engagement Administration, Timing, and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion to meet the needs of City.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this SOW, you affirm that you have all the data and records required to make your books and records complete.

Devan W. Esch, CPA is the engagement partner for the audit services specified in this SOW. His responsibilities include supervising REDW, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. We estimate that our fee for the audit and preparation of the financial statements will be \$23,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

If any extended audit services are requested by the organization, if such services are required to complete the audit (for example, if accounting records are not reconciled or otherwise not ready for audit), they would be billed additionally at our standard hourly rates, depending upon the degree of responsibility involved and the experience level of the personnel assigned. In that case, we will discuss the situation with you before proceeding. Examples of situations that may cause the fee to increase include, but are not limited to, the following:

- **Urgency:** Rush delivery to meet deadline (if the City provides requested information after agreed dates)
- **Rescheduling:** Fieldwork schedule changes with less than one-week notice
- **Extra Revisions:** Revised trial balances provided after fieldwork begins or numerous adjusting journal entries

Outstanding account balances may be charged a late fee at the rate of 1 ½ % per month.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Council the following significant findings from the audit:

1. Our view about the qualitative aspects of the City's significant accounting practices;
2. Significant difficulties, if any, encountered during the audit;
3. Uncorrected misstatements, other than those we believe are trivial, if any;
4. Disagreements with management, if any;
5. Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
6. Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
7. Representations we requested from management;
8. Management's consultations with other accountants, if any; and
9. Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of REDW, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of REDW LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We appreciate the opportunity to be of service to City of Yamhill. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this SOW, please sign in the space provided on the following page.

## Security Verification Opportunity

If you are interested in receiving information on our REDW Cybersecurity Report Card, please select to “Accept” or “Decline” this option by placing your “initials” in the space provided below.

\_\_\_\_\_ Accept

\_\_\_\_\_ Decline\*

\*By declining this offer, you acknowledge that it was presented and declined.

This Security Scorecard service includes an initial analysis of your cybersecurity and enterprise-wide risks by analyzing 10 critical risk factors identified from an attacker’s perspective.

This is a short, effective, high value analysis. Upon completion, REDW will provide a graded A-F report card, as well as a report summarizing our findings and recommendations (“Security Scorecard”). A call will be scheduled for a full review.

Sincerely,

REDW LLC

Devan W. Esch, CPA  
Principal

*[Signatures appear on following page]*



RESPONSE

This SOW correctly sets forth the understanding.

**City of Yamhill**

Acknowledged and agreed to by:

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Shelly Reimer, City Administrator

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Date

Our representation may be expanded or altered if both parties separately agree in writing to do so. We do not provide investment or accounting advice. The outcome of any matter is subject to inherent risks and other factors beyond our control. Therefore, we have not made, and cannot make, any guarantees or promises concerning the outcome of any matter.

Generally, our fees for services are based upon the applicable hourly rates for the attorneys and legal staff who may assist from time to time. Currently, my services will be billed at \$195 per hour. We bill our rates in six minute intervals. Please note that we periodically adjust our billing rates.

In addition to our fees, while providing services to you, we may incur expenses for services including printing, photocopying, delivery services, telephone usage, postage, fax transmissions, document binding, computerized legal research, filing fees, and other staff services.

Generally, our billing statements for fees, expenses, costs, and disbursements will be prepared and mailed monthly. If you fail to remain current in the payment of legal fees as provided herein, you agree that we may at any time thereafter cease any further legal work in the matters and withdraw as counsel, on notice, subject to any necessary approval and to our general ethical obligations.

Upon written notice to the firm, you shall have the right at any time to terminate our services and representation under this Agreement. Such termination, however, shall not relieve you of the obligation to pay for all services rendered and costs and expenses paid or incurred on your behalf in accordance with this Agreement prior to the date of such termination.

During the engagement, we will maintain all documents relevant to this representation. At the conclusion of this engagement, we will retain your original documents for a period of ten years unless you request that they be returned to you. The City will timely provide any new information that you receive about matters that we are involved with so that we can represent you effectively.

This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement, is governed by Oregon law without regard to its principles of conflicts of law.

In the course of providing legal services to you, we may receive nonpublic personal information about the City and staff. All such information will be held in strict confidence and will not be disseminated to any person or entity outside this law firm without client consent, unless such disclosure is required under the applicable law. We may store some or all of your files on a variety of platforms, including third-party cloud-based servers. Although we take precautions to make sure these servers are secure, there still is a risk that your confidential or privileged information may be disclosed. By signing below, you consent to our use of such storage services.

Shelley Reimer  
City of Yamhill  
July 23, 2024  
Page 3

Generally, information we receive from you is subject to the attorney-client privilege. However, we may be under an independent ethical duty to reveal privileged information if (a) it involves the commission of illegal or fraudulent acts that are committed in the course of this engagement, (b) it involves the intent to commit a crime, or (c) we are required to disclose the information by law or court order.

Please review this letter carefully and let me know if you have any questions or concerns. If you agree to the terms of this letter, please sign it and return it to my attention.

We appreciate the opportunity to continue to be of service to the City, as our firm has done for the last 25 years.

Very truly yours,

*s/ Tyler C. Yeoman-Millette*

Tyler C. Yeoman-Millette

**ACCEPTED AND AGREED TO:**

City of Yamhill, Oregon

By: \_\_\_\_\_  
Shelley Reimer, City Administrator

Date: \_\_\_\_\_

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement (“Agreement” or “MSA”) is entered into effective **July 5, 2024**, and is intended to establish the terms and conditions that will apply to all Services provided by REDW LLC and its affiliates (collectively “REDW”) for City of Yamhill (“Client” or “you”) even if such Services are not expressly covered by a Statement of Work (“SOW”). To the extent there is any inconsistency between the terms and conditions contained in this MSA and any SOW, the terms and conditions of this MSA shall prevail unless otherwise agreed to in writing. **This MSA will apply to all SOWs executed on and after the above effective date.** Existing engagement letters in effect prior to the effective date of this MSA will continue to govern the Services provided by REDW pursuant to such engagement letters.

**1. Scope of MSA.** As requested by you, REDW will provide specific professional and related services (“Services”) and items you request us to produce for you (“Deliverables”). These will be described in one or more written statements of work (“Statement of Work” or “SOW”). The SOWs will reference and incorporate this MSA and both you and REDW will need to agree to the terms and conditions contained in the SOWs. The Services will be performed, and the Deliverables will be created and provided to you, in accordance with the terms and conditions contained in this MSA and the SOWs.

**2. Fees for Services.** The fees for the Services provided by REDW will be explained in the SOWs. If REDW anticipates any changes in the fees while performing our Services, REDW will discuss this matter with you in a timely manner. If an SOW does not discuss the fees for the Services being provided pursuant to that SOW, the fees will be based on the overall value of the benefits provided to you by REDW in providing the Services requested.

REDW will send invoices for our fees periodically, such as monthly or when significant milestones are completed. Our invoices will include applicable **New Mexico Gross Receipts taxes and / or any other applicable taxes.** The invoices need to be paid **promptly** upon receipt. Sometimes, REDW may ask for a significant upfront payment before starting or completing the work mentioned in an SOW. If the account becomes overdue, a late fee of 1.5% per month (or the highest rate allowed by law if lower) may be charged, unless otherwise stated in the SOW. You agree that our fees and expenses are not dependent on the outcome of the work.

If your account is overdue, REDW may put the work on hold until the account is fully paid. If REDW decides to stop providing our Services due to nonpayment, our Services will be considered completed once REDW notifies you in writing

that it is stopping work, even if the work or Deliverables are not finished. In that case, you will need to compensate us for the time spent at our current hourly rates and reimburse us for any costs incurred through the notification date.

**3. REDW Services and Warranties; Limitations.** REDW will provide its Services with **reasonable skill and care, following the applicable regulatory standards.** REDW may use third-party service providers, including some residing outside the United States, to help us with the Services REDW provides to you. REDW also uses a variety of tools and technology to provide the Services, including generative AI.

REDW prioritizes the security and privacy of your data by implementing comprehensive measures within our virtual environment. REDW's data storage is restricted to servers located exclusively within the United States, ensuring compliance with local and federal regulations. REDW follows strict guidelines and employs various advanced tools and techniques in managing this virtual environment. REDW will take **reasonable** steps to keep the Client's information confidential and secure.

We may transfer some of your information to third-party service providers that we engage, including some who may reside in different countries. REDW has internal policies and procedures, as well as strict contracts with its service providers, to protect the confidentiality of the Client's personal and confidential information that may be provided to such service providers.

Unless specified in an SOW, our Services are not meant to identify fraud, irregularities, or misrepresentations. REDW will focus on the specific period(s) covered by the Services REDW provides and not on earlier or later periods. The conclusions REDW provides are limited to the matters for

which REDW was hired. Conclusions about other matters not mentioned in an SOW should not be assumed. Our conclusions are based on the facts and information provided by you, and conclusions may not be correct if the facts and information differ materially from what REDW was provided. You should not rely on draft or interim conclusions or verbal opinions REDW gives during the Services. If you want to rely on any verbal statements, you should inform us, and if appropriate, our final written conclusions will address those statements.

The technical and interpretive issues that REDW deals with often have uncertainties. Some issues may not have clear decisions from courts or government agencies, and even if they do, interpretations can change. Court decisions are generally specific to the facts of the case, and even small differences in facts can lead to different conclusions. Therefore, you understand and agree that REDW will not be held responsible for its **good faith interpretation** and recommendations regarding these issues.

**4. Client Responsibilities.** You will have certain responsibilities that help us provide the requested Services. These responsibilities may be explained in more detail in the SOW. It's important for the Client to fulfill these responsibilities so that REDW can properly deliver the requested Services. If you don't meet your responsibilities, REDW may not be able to perform the Services on time, the quality of the performance may be affected, and/or additional fees may be charged.

Third parties, like your attorneys, may be involved in some SOWs and have specific responsibilities related to the Services REDW is providing. The SOW will clearly state what are those responsibilities. You need to make sure that these third-party responsibilities are completed in a timely manner.

When you provide information to REDW as part of your responsibilities, it is important that the information is complete, accurate, and genuine to the best of your knowledge. Our personnel providing the Services described in the SOWs cannot be assumed to have knowledge or information provided to others, whether they are external to REDW or involved in other Services being provided by REDW to you.

**5. Mutual Agreement regarding Electronic Communications.** We both agree to use email and other electronic methods to send and receive information,

including confidential information. This includes communication between outside specialists or entities engaged by either party. To ensure secure transfer and access to information needed for our work, REDW may use secure portals, file sharing, or a secure cloud-based document sharing site (collectively referred to as "secured systems"). You agree to follow the terms and conditions for using these secured systems.

The secured systems help us interact with you more efficiently as REDW works for you. Through these means, you can access stored documents and data. The documents and data stored in these secured systems are protected, and REDW takes reasonable steps to keep your information safe. However, like any data storage and transfer process, there is always a risk of breach. We both agree to make reasonable efforts to protect our electronic communications and exchanged data to prevent unauthorized access to each other's electronic systems. Each party is responsible for controlling access and proper use of the secured systems by their own staff.

If you do not agree to use the secured systems for any of the Services REDW is providing, you need to notify us in writing. However, note that this may result in increased costs and longer completion times for our Services, as may be reflected in the applicable SOW.

**6. Potential Limited Use of Confidential Information.** While performing services for you, REDW will obtain various confidential information. As stated in Section 3 above, REDW has internal policies and procedures in place to protect the confidentiality of the Client's personal and confidential information. You consent to REDW, within the limitations of applicable professional and legal restrictions, to aggregate some of your information for statistical or other similar purposes that does not disclose that information in any way that would allow any third-party to associate the information with the Client and to use your information for the purpose of providing you with materials and information, including newsletters or other business-related items of interest, news about REDW, and invitations to REDW-sponsored events.

**7. Beneficial Ownership Reporting.** Rules effective January 1, 2024 under the Corporate Transparency Act (the "CTA") require informational reporting for all business entities that were incorporated or organized in the United States by filing a document with a Secretary of State or similar state office within the United States (a "Reporting

Entity”). The CTA requires a Reporting Entity (with limited exceptions), to file a Beneficial Ownership Information (“BOI”) report with the U.S. Department of the Treasury’s Financial Crimes Enforcement Network (FinCEN). The failure to file a BOI report carries substantial penalties if not timely filed. This BOI reporting is mandatory regardless of ownership structure or type of owners. Additionally, you may be required to report changes with respect to any information contained in a previously reported BOI within 30 days of such change if the change is reportable under the CTA. Unless otherwise stated in an SOW, REDW is not responsible for assisting you in determining your CTA filing obligations, for filing reports, for filing updates to previously filed reports, or for ensuring you file or update reports.

#### **8. Deliverables, Documents and Work Product.**

When using REDW’s Services or Deliverables (except for copies of filed tax returns), they should only be used for their intended purpose, if specified. They should not be used or relied upon for other purposes unless expressly allowed in the applicable SOW. It is your responsibility to protect the Deliverables and prevent unauthorized disclosure to third parties.

To meet professional standards, REDW needs to keep sufficient documentation to support our work. REDW will store this documentation according to our document retention policies, which may change over time. REDW assumes that the documents and information you provide to us are accurate copies of the original documents, and REDW may keep them as part of our work records. **As part of our regular process, REDW may save the documents and information you provide in electronic format and destroy the physical copies.** REDW is not responsible for the safekeeping of the Client’s documents and will not be liable for any loss, damage, or destruction of your documents and information. If REDW has copies of your information, it will protect that information from unauthorized disclosure using reasonable methods. If you request copies of previously supplied documents and information, REDW will make our best effort to fulfill the request and there may be charges for responding to such a request.

**The research, analysis, and other work documentation created by REDW for each SOW belong to REDW and may contain proprietary and confidential information.** REDW is not obligated to provide you with any work documentation, drafts, or work products other than the completed final work product(s) agreed upon in the SOW. With prior

arrangements, you or your representatives may be allowed to inspect our work documentation under supervision.

**9. Legal Process.** Unless specifically stated otherwise, our Services do not involve testifying, appearing or taking part in legal or regulatory proceedings, such as court hearings, administrative hearings, or discovery proceedings. REDW does not provide Services related to legal or regulatory inquiries or proceedings unless expressly mentioned in the SOW.

If a third-party, through a subpoena or other legal process, tries to access any materials in our possession regarding any of the Services REDW provided, REDW will inform you about it and work with you regarding our compliance in responding to these requests.

Furthermore, if REDW needs to be involved in legal or regulatory matters or proceedings where our Services are not at issue, such as responding to subpoenas, providing testimony, or participating in bankruptcy filings or private party litigation matters, REDW will bill you separately for these Services based on the complexity of the Services to be performed, our time expended, and any out-of-pocket expenses incurred. This applies to inquiries from government or industry regulators as well, whether they are initiated by you, a third-party, or through a subpoena. These terms also apply to any third-party proceedings that occur after the termination of our MSA or any SOW.

**10. Limitation of Liability and Damages.** Regarding our Services and this MSA, the liability of REDW and its current and former partners, principals, members, officers, directors, employees, agents, and contractors will not exceed two times the fees received for the specific work that caused the liability. This limitation applies even if REDW is at fault, including cases of negligence. However, if it is determined that any claims, losses, or damages are the result of REDW’s intentional wrongdoing or fraud, the damages will be limited to the actual damages caused by such actions.

**REDW will not be responsible for any indirect, consequential, incidental, special, or punitive damages.** This includes claims for lost profits, taxes, interest, penalties, loss of savings, or missed business opportunities. Unless otherwise agreed in writing by REDW, REDW will not be liable for damages resulting from any delays in completing the work as anticipated under any SOW.

If inaccurate or incorrect information is provided by you or if you fail to provide accurate information to REDW in a timely manner, REDW will not be liable for any claims, costs, damages, losses, penalties, or assessments imposed on you as a result.

Both the Client and REDW agree that any claim arising from the Services, whether in contract, tort, or any other legal basis, will be considered waived if the claim is made more than two years after the earlier of (a) the date when our Services are completed, or the report or Deliverable is issued or (b) when the claim should have reasonably become known to the party making the claim.

**11. Mutual Indemnification.** REDW agrees to protect and cover any costs or damages incurred by you, your affiliates, partners, directors, officers, employees, agents, and contractors arising from claims asserted against you by third parties because of REDW failing to fulfill its responsibilities under each SOW. This responsibility does not apply if (a) you provide false, incomplete or misleading information to REDW, or (b) you have engaged in intentional misconduct or committed fraud, or (c) you materially breach this MSA, or any obligations stated in the applicable SOW.

You agree to protect and cover any costs or damages incurred by REDW, its affiliates, partners, directors, officers, employees, agents, and contractors arising from claims asserted against REDW by third parties because of the following: (a) REDW's proper performance of its duties under each SOW or (b) you providing false, incomplete or misleading information to REDW. This responsibility does not apply in the event of REDW's intentional misconduct, fraud, or material breach of REDW's duties under this MSA or any SOW.

To the extent either party becomes aware and notifies the other party that the **Limitation of Liability and Damages** or **Mutual Indemnification** provisions in this Agreement are prohibited by law, regulatory authority or applicable professional standards, these provisions will not apply to either party.

**12. Notices.** All notices to be provided pursuant to this MSA shall be in writing and sent by email, hand-delivery, national delivery service or certified U.S. Mail, return receipt requested, to the addresses included in the signature section of this MSA or any updated address information contained in an SOW.

Notices will be deemed given upon electronic confirmation of delivery, hand delivery, and three days after deposit in U.S. Mail, as applicable.

**13. Arbitration.** In case you and REDW have disagreements about our Services or fees, and we can't resolve them ourselves, both parties agree that the matter may involve complex business or accounting issues. As a result, you and REDW agree to give up the right to a trial by jury in any legal action or claim related to our Services and fees for those Services. Instead, we will try to settle our differences through formal mediation, led by a neutral mediator acceptable to both parties, to minimize the costs involved. If we can't agree on a mediator within thirty (30) days, we will use a mediator appointed by the American Arbitration Association (AAA) according to their rules. If mediation doesn't succeed, we agree that arbitration would be the fairest way to resolve the issues. The party wishing to go to arbitration must give written notice to the other party, specifying the dispute. The arbitration will take place in the city where the primary REDW office providing the relevant Services is located, unless both parties agree on a different location. The arbitration process will follow the Federal Arbitration Act and the current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery will only be allowed if authorized by the arbitrator. The arbitrator, chosen from organizations like AAA, JAMS, or the Center for Public Resources, will be experienced in accounting matters. They won't have the authority to award non-monetary, equitable relief or punitive damages. The arbitration award will be in writing and accompanied by a well-reasoned opinion. The award can be confirmed as a judgment by a federal or state court. Each party will bear its own costs associated with arbitration, except for the costs of the arbitrator, which will be split equally. The arbitration proceedings and any disclosed information will be kept confidential, except as required by professional or regulatory bodies or in related confidential mediation or arbitration.

**14. Non-Solicitation.** We each understand and agree that we each invest significant resources in attracting, training, and keeping our employees. When employees leave, it costs each of us both time and money. Therefore, we each agree that without prior written authorization from an authorized representative of the other, we will not directly or indirectly try to persuade or encourage any employee of the other party to leave their employment with such party during the period of employment by that party

and for a period of twelve (12) months thereafter. If, during this time, one of us or any affiliated entity hires or engages a former employee of the other party as an employee or independent contractor, that party will be considered to have violated this Agreement. In that case, the offending party agrees to pay the other party as liquidated damages an amount equal to the total W-2 compensation the former employee received from such party in the four (4) months leading up to their departure. Notwithstanding the above, neither of us are restricted from, and will not be required to pay any liquidated damages as a result of, hiring a current or former employee of the other party who contacts the hiring party in response to a general or other non-targeted solicitation by the hiring party.

**15. Conflicts of Interest.** If either party believes a conflict of interest exists which affects the ability of REDW to provide the Services contained in the SOW, they will notify the other party immediately including providing a description of the potential conflict of interest. If the conflict of interest identified requires the Services provided under the SOW to be terminated because of either party's own or professional ethical standards, the termination provisions included in this MSA will govern the termination of the SOW and the related Services.

**16. Termination and Amendment.** Either party can end this MSA and / or any SOW as applicable, by giving

IN WITNESS WHEREOF, REDW and Client have executed this MSA through their duly authorized representatives as of the dates stated below.

**REDW:**

REDW LLC

By: \_\_\_\_\_

Its: Principal – Devan W. Esch

Date: July 5, 2024

Address: 475 Cottage Street NE, Suite 200  
Salem, OR 97301

Email: Devan.Esch@redw.com

written notice to the other party at least sixty (60) days in advance. If this MSA terminates or is terminated while one or more SOWs remain outstanding, the terms of this MSA shall continue to govern the SOW, and the entire MSA shall be deemed finally terminated only upon termination of all outstanding SOW's, or completion of the work thereunder. Termination of one or more SOWs will not terminate this MSA. In addition, REDW has the right to terminate this MSA and/or any SOW immediately if you violate an important part of the MSA or SOW and do not fix the problem within ten (10) business days after receiving notice. REDW also may terminate this MSA and/or any SOW if REDW finds out information that makes it inappropriate for us to continue working together or client materially breaches our MSA or an SOW. A material breach includes, but is not limited to, not paying REDW's invoices on time, not providing requested information necessary for us to do our job, or engaging in dishonest, fraudulent, or illegal practices. If this MSA or any SOW is terminated by either party, you agree to pay for the Services provided by REDW up to the termination date, including reasonable expenses. Any changes to this MSA or a SOW must be in writing and signed by both parties.

**17. Governing Law.** All REDW Services are governed by the laws of the state in which the REDW office providing most of the relevant Services is located, except as superseded by any applicable federal law.

**Client:**

City of Yamhill

By: \_\_\_\_\_

Its: City Administrator - Shelly Reimer

Date: \_\_\_\_\_

Address: P.O. Box 9  
Yamhill, OR 97148

Email: s.reimer@cityofyamhill.org





# YAMHILL POLICE DEPARTMENT



PO BOX 09  
 YAMHILL OR 97148  
 (503)662-3511

To:		Yamhill City Council	
From:		Greg Graven	
Subject:		Police Statistics July 2024	

**Police Statistics:**

Number of Calls/Activity:		283	
Number of Case Reports:		15	
Number of Arrests:		12	
Number of Municipal Court Citations:		66	
Number of Warnings:		168	
Number of Circuit Court Citations:		18	
Citizen Calls for Service		37	
Officer Initiated Contacts		179	

**Hours Worked:**

Greg Graven		200	
Travis Van Cleave		200	
AJ Miller		160	
Chris Livingston		40	

**Miles Driven:**

Greg Graven		1173	
Travis Van Cleave		1215	
AJ Miller		909	
Chris Livingston		45	



# **YAMHILL POLICE DEPARTMENT**

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## **Yamhill Police Department July Staff Report for City Council**

Date: 08/01/2024

### **Yamhill Police Department:**

#### **Greg Graven**

- Respond to Calls for Service
- Detail Judge Cal Tichenor Memorial Service Procession from Macey & Son's Funeral Home to Willamette National Cemetery Portland
- Agency Assist McMinnville PD Shooting Red Lion Hotel 2535 NE Cumulus
- Yamhill County Circuit Court McMinnville
- ISOutsource Meeting w/ James Grow, Kevin Watkins, Marcus Nguyen Update for VPN, Update Mobile Enterprise CAD/RMS on MDT's
- CAD Inform June
- ONIBRS June
- LEEP Use of Force June
- LEEP Suicide Data June
- LEEP LEPC COLECT June
- Monthly Staff Report June
- Meeting w/ YC School District Superintendent Clint Reaver & Shelley Reimer @ YC District Office
- MCAT Juliette's House McMinnville
- Records Requests
- Patrol @ 84 Admin Meeting w/ Jubitz Ryan Tucker, Steve Campbell Shelley Reimer, Kara Corrigan & Keri Maynard
- Jubitz Invoices/Fuel Cloud Invoices/ISOutsource Invoices/Microsoft 365 Invoices/BEH Invoices
- ISOutsource CJIS Documents
- 2024-2025 Budget Documents
- NW Weather Webinar Update Extreme Hot Weather Forecast
- Animal Abuse Call Hwy 47

- TAT Threat Assessment Teams Meeting
- Monthly Staff Meeting w/ Kim Steele, Kara Corrigan, Shelley Reimer, Jason Wofford & Kyle Adams
- Agency Assist Newberg Dundee PD Set Up for Pursuit
- Agency Assist 842 Miller YCSO 339 Ingham Traffic Stop DUII Custody
- Agency Assist YCSO AOA YCSO 339 Ingham Crash NE Hwy 240
- PERS EDX Documents
- OLERA Conference Redmond Oregon
- Family Justice Center Committee Planning Event
- MCAT Multi-Agency Child Abuse Team Meeting
- CIS Insurance Rates Updates
- Lexipol Policy Manual Updates
- Welfare Check Hwy 47
- Computer Clean Up Monitoring
- Derby Days/Parade Detail/Set Up and remove barricades w/ Public Works
- Abandoned Vehicle Fir Loop
- Equity Advisory Work Group
- YC Radio Advisory Group Meeting YC Emergency Management 205 NE Lafayette Avenue McMinnville
- YPD Awarded Siletz Grant for Body Armor
- CJIS Documents Updates
- Welfare Check E Main Street
- SAFT PEC Sexual Assault Task Force Prevention Education Committee Meeting
- OCMDI Case Review Death Investigations Things Aren't Always as They Seem
- Civil Dispute N Olive Street
- Use of Force Review
- Pursuit Review
- Agency Assist YCSO Menacing w/ a Gun Hwy 47
- TIC Trauma Informed Care Training
- City Caucus Beulah Park

### **Corporal Travis Van Cleave**

- Agency Assist McMinnville PD Shooting Red Lion Hotel 2535 NE Cumulus
- National Night Out Planning Meeting
- Follow Up E Third Street
- Domestic Disturbance Gilwood Street McMinnville
- Grand Jury
- Elude Hwy 47 Traffic Stop
- Welfare Check Olive Street//Dahlia Street
- Agency Assist YCSO Crash North Valley Road//Laughlin Road
- Agency Assist YCSO Crash Westside Road//Bride Lane

- Attempt to Locate Reckless Driving / DUII Hwy 240//Kuehne Road Traffic Stop
- Agency Assist YCSO/OSP Injured Pedestrian Hwy 47
- Warrant Arrest
- DUII Meadow Lake Road//Westside Road Traffic Stop
- DUII Drugs Main Street//Olive Street Traffic Stop
- Fire Board Meeting
- Agency Assist YCSO Attempt to Locate Wanted Subject - Use of Force Hwy 47//Russell Creek Road
- Agency Assist YCSO Crash Springhill Road//Flett Road
- Municipal Court
- Grant Shifts
- Agency Assist YCSO Domestic Disturbance Red Shot Lane//Meadowlake Road
- Suspicious Fir Loop
- Agency Assist YCSO Westside Road//Donnelly Road
- Theft of Scrap Wood Third Street//Cedar Street..Not a theft
- Warrant Attempt Westside Road
- DUII/Elude/Reckless Driving Westside Road//Old Railroad Grade Road Traffic Stop
- Derby Days/Parade Detail
- Agency Assist YCSO Crash Kuehne Road//Kinney Road
- Noise Complaint E Buttercup Street
- Agency Assist YCSO Crash Ridge Road//Laughlin Road
- Attempt to Locate Reckless Driving Hwy 47//Olson Road
- Agency Assist Medical Yamhill Road
- Agency Assist Combine/Field Fire Hwy 47
- Warrant Attempt Westside Road
- Criminal Level I-II-III Investigative/Advanced Interviewing Training McMinnville PD
- DMV Hearing
- Driving Suspended Misdemeanor Traffic Stop
- Attempt to Locate Reckless Drive Hwy 47//MP 32
- Open Container Traffic Stop
- Agency Assist YCSO Spanish Translator for DUII Investigation
- Disturbance S Maple Street
- Cites: 71
- Warnings: 95

**Officer Adam Miller**

- July 3-
  - Animal Abuse Case
  - Harassment 24-79
  - Fireworks show

- July 4 -
  - ICS 100 Training
  - Medical call
  
- July 5th
  - Distracted Driving Grant
  - Pursuit with 841
  
- July 9<sup>th</sup>
  - Active Shooter Training IS-907
  - Workplace Safety IS-906
  - Surveillance placed to catch Arson suspect
  
- July 10<sup>th</sup>
  - City Council Meeting
  
- July 11<sup>th</sup>
  - IS-0230 Emergency Management
  - Rollover Crash
  
- July 12<sup>th</sup>
  - DUII Crash
  - Medical Call
  - Fraud Call
  
- July 16<sup>th</sup>
  - MCAT Meeting
  
- July 17<sup>th</sup>
  - IS-242 Effective Communication
  
- July 18<sup>th</sup>
  - IS-800 National Emergency Framework
  
- July 19<sup>th</sup>
  - Park Patrol for Derby Days
  
- July 20<sup>th</sup>
  - Derby Days
  - Speed Grant
  
- July 23<sup>rd</sup>

- Warrant Service
  - Suspicious
- July 24<sup>th</sup>
  - Patrol
- July 25<sup>th</sup>
  - Loose Cattle on Pike Rd
- July 26<sup>th</sup>
  - Notification of Grant Award through the Tribes
- July 31<sup>st</sup>
  - Menacing

**SRO Officer Chris Livingston**

- July has been busy for me
- Spent a little over the first two weeks of July in Maine, A few days unplanned due to the CrowdStrike failure.
- Then I had the SRO conference in Seaside. Learned a lot of good stuff. I am planning on going over with the school district and hopefully can get the DA's office to give training aimed at SRO's and School Administrators regarding searches and seizures.

**Officer Andrew McMullen**

- Military Leave

Greg Graven  
Chief of Police

# RIBBON CUTTING CEREMONY

**YOU'RE INVITED TO BE PART OF OUR GRAND CELEBRATION!**

Please join us in celebrating the opening of our new Trauma Recovery Services building!

August 23, 2024

3:00 - 4:30 pm

*Guest Speakers  
Light Refreshments*

*1075 SW Cedarwood Ave.  
McMinnville, OR 97128*



**Juliette's House**  
CHILD ABUSE INTERVENTION CENTER



## MWVCOG Legislative Gathering 2024 for Elected Officials and Candidates

The Mid-Willamette Valley Council of Governments (MWVCOG) Legislative Committee would like to extend an invitation to join us on August 20, 2024, 4:00-6:00 p.m. for the MWVCOG Legislative Gathering 2024 for Elected Officials and Candidates. It will be held in partnership with Chemeketa Community College at the Chemeketa Community College Ag Complex near the intersection of 45th Avenue and Fire Protection Way at the Salem campus. Federal and State elected officials and candidates are being invited to meet with local elected officials from Marion, Polk and Yamhill Counties.

As an elected official in the MWVCOG membership, we'd like to encourage you to attend and share your entities' needs and successes with the Federal and State delegation. Administrators are welcome to attend as well.

This Legislative Gathering is hosted by the MWVCOG Legislative Committee, members of which represent our Board of Directors, who will be present to discuss our Regional Legislative Agenda and to welcome you. Our membership consists of the elected officials of Marion, Polk and Yamhill counties, 33 Cities and 14 Special Districts in the Mid-Willamette Region. We hope that you be able to join us.

Please rsvp to Linda Hansen at [lhansen@mwvcog.org](mailto:lhansen@mwvcog.org) . If you have any questions about this event, please feel free to contact our Executive Director, Scott Dadson, at [sdadson@mwvcog.org](mailto:sdadson@mwvcog.org) or at 503-540-1601. We look forward to seeing you at the Gathering!

Sincerely,

Ian Davidson  
Chair Mid-Willamette Valley Council of Governments