

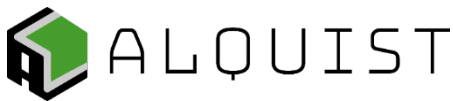


3D RURAL HOUSING

FOR REGIONAL EQUITY IN RECOVERY

ABSTRACT

John Day, Burns and Lakeview are partnering together and with local developers to build affordable workforce housing at scale using innovative, sustainable methods such as 3D printing. A regional integrated planning team is contributing to this public private partnership with the goal of building up to 100 3D printed homes in each city over the next five years.



Seder Architecture + Urban Design LLC

January 6, 2021

The cities of John Day (Grant County), Burns (Harney County) and Lakeview (Lake County) are in the process of forming a tri-city intergovernmental agreement to allow for cost sharing in a variety of new and innovative ways that to the best of our knowledge have never been attempted in Oregon.

These three cities are all located along U.S. Highway 395 South, about 4 hours apart. Each shares similar challenges, opportunities, and constraints for land, housing and community/economic development. All are about the same size, all are natural resource communities, all are the economic centers for their respective counties, all are stagnant or in population decline, and all want to innovate, scale, and reinvest in their communities through innovation and entrepreneurship.

Under a new tri-city agreement (to be formalized through Oregon Revised Statute 190), we intend to pursue new operating models, including shared: staffing; hardware/software; consulting/professional services; and capital equipment. This approach will be focused on problem solving, with the first implementation around the problem of building quality, affordable and equitable housing in our rural-frontier communities to assist with local economic recovery.

About one third of rural households in our communities are severely cost burdened and cannot afford a two bedroom apartment at Fair Market Rent of \$700. This problem is exacerbated by a lack of quality, affordable housing, by the loss of living wage jobs resulting from the decades-long recession due to the loss of the timber industry, by our delay in adapting to changing market conditions, and by macroeconomic factors currently at play that have increased the cost of building materials and disruptions to global supply chains.

To address the labor and building materials supply shortage, we are proposing an innovative solution to build affordable housing at scale using innovative design and construction methodologies including 3D printing and potentially modular, prefabricated, panelized and other emerging building practices.

We have partnered with Alquist 3D, consultants from ECONorthwest and the University of Oregon Institute for Policy Research and Engagement, Seder Architecture, MCD Services, Sisul Engineering and Mahogany Ridge Properties to launch the first 3D printed homes in Oregon within The Ridge master planned development, a public private partnership approved by John Day's planning commission in June 2021. The Ridge will use a mixed income housing approach to create 10-12 dwelling units as housing for disabled Veterans and other socioeconomically disadvantaged groups.

Our integrated planning team will then expand our scope to include single and multi-family developments elsewhere in John Day, Burns and Lakeview, with the goal of building 100 market-rate workforce homes in each community over the next five years.

We look forward to working with the Missing Middle Housing Fund to enhance our approach and make our goal, and yours, a reality for our rural-frontier communities.

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Executive Summary

John Day, Burns and Lakeview, Oregon are partnering with an integrated planning team to deliver Oregon’s first 3D printed housing development. This approach will test novel concepts for interagency collaboration with private sector partners to make workforce housing more affordable and scalable in markets that have been historically underserved by large scale housing developers. The first development is a 12-unit veteran’s village that will be constructed at The Ridge in John Day. Construction is scheduled to begin in the summer of 2022. This project will be the proof of concept. Lessons learned from our approach at The Ridge will then be exported to other shovel-ready developments in John Day, as well as to Burns and Lakeview. Our aim in applying for this program is to broaden our approach to enable additional housing types and also learn from MMHF’s experiences in housing development to ensure our team excels in this and our future workforce housing developments.

Innovation Details & Approach

Our gold standard for housing under this program is mixed income neighborhoods with a sense of place, tied to the history of the community, in neighborhoods with character and identity that resonate with the people who live there – all while keeping homes within an affordability range that doesn’t price our current residents out of the market. This is difficult to achieve but these are the core principles that are driving the incentive programs and our approach under this multi-dimensional program.

Our approach will initially be applied in the City of John Day (*pop. 1,664*), Oregon’s most socioeconomically distressed community. John Day is leading the state in policy innovation around housing and has already implemented several public private partnerships to bring housing and broadband to this region, including a recently completed Housing and Community Development Strategy produced by ECONorthwest (Appendix A) and a new urban renewal agency that provides market-based incentives for both housing and land development (Appendix B). Our interdisciplinary approach to overcome barriers to housing production will be tested with 3D home printing in John Day initially, and then scaled to neighboring rural-frontier communities of Burns (*pop. 2,745*) and Lakeview (*pop. 2,428*), which are facing similar challenges.

Our Approach

To address the labor and building materials supply shortage, we are proposing an innovative solution to build affordable workforce housing at scale using three primary innovations: technology; financing; and policymaking. Each innovation addresses a specific pain point or market inefficiency (Table 1).

Table 1. Innovative approaches in our proposal

Innovation Focus Area	Approach	Pain Point/Inefficiency Addressed
<i>Technology</i>	3D home printing	Overcoming insufficient labor pools and supply chain disruptions leading to increased labor and materials prices
<i>Financing</i>	Public Private Partnership	Increase access to capital and reduce land development costs, resulting in NPV-negative projects that now pencil
<i>Policymaking</i>	Tri-cities Agreement	Removing bureaucratic stove-pipes that result in unnecessary redundancy and duplication of effort for soft costs

In John Day, The Ridge developers will make land available for the Veteran's Village home construction within their newly approved master-planned community (Appendix C) and will be the ultimate project owners. The City of John Day will provide incentives for the land development, utilities and home construction through its Urban Renewal Agency (URA) housing incentive program. Technical Assistance funds received from the Department of Conservation and Development (DCLD) and awarded to John Day will be used to contract with Seder Architecture and Urban Design to create prototype housing for The Ridge that may also be applied to other locations within John Day and elsewhere in the tri-cities region (Appendix D). Alquist 3D will deploy a single-story printer to John Day in 2022 to print the foundations and both the exterior and interior walls of the first 12 dwelling units at The Ridge with their proven concrete printing technology (Appendix E). Mahogany Ridge Properties LLC (owners of The Ridge and licensed general contractors) will then complete the roofs and finish work of the housing, which will be leased at affordable rates to veterans in Grant County and other socioeconomically disadvantaged residents. ECONorthwest and the University of Oregon Institute for Policy Research and Engagement (IPRE) will provide benefit-cost analysis, lessons learned and case studies for the overall project to inform our future developments and benefit other practitioners.

Innovation

Each innovation proposed in this project has the potential to increase efficiency and scalability while reducing the total cost of workforce housing. However, the power of our approach is the collective application or stacking of multiple innovations that are mutually reinforcing. In this section we elucidate the benefits of each innovation, with a focus on their potential to create positive spillover effects when combined and scaled at the tri-cities regional level.

Technical Innovation – 3D Home Printing. 3D home printing was used successfully for the first time in 2021 by our teammate, Alquist, who handed over the keys to America's first owner-occupied 3D printed home in Williamsburg, VA last month. This technology has the potential to decrease the cost per square foot by increasing efficiency (printing homes faster than traditional methods), eliminating reliance of scarce resources (i.e. timber), and reducing the labor requirement (2 staff vs. 4-10 needed for a traditional home build).

Financial Innovation – Public Private Partnerships. Public private partnerships are a proven approach that has been in place in John Day for three and a half years and has already led to a significant increase in housing production in John Day. The City's URA is contributing up to \$750,000 in cash incentives for land development at The Ridge through a Business Oregon Loan application that is currently under review (Appendix F). The URA also offers 7% cash back on each new home constructed and full payment of the System Development Charges (\$7,400 per dwelling unit) to help reduce both hard and soft costs. DCLD has contributed \$60,000 in grant funding for the prototype designs of the 3D homes, which will be tailored to The Ridge and portable across the tricities (Appendix G).

Policy Innovation – Tri-cities Consortium. The tri-cities agreement is still in its infancy, but has the potential to regionalize housing planning across multiple jurisdictions, ultimately saving time and reducing costs for each community by streamlining the entitlement process and creating a single clearing house for private developers to access shared GIS data, civil engineering services, and planning staff who will support all three cities from one central location through government-to-government consulting (Appendix H).

Scalability

The architectural and design services include the creation of prototype housing for this project that will be performed in three phases.

Phase One. Seder Architecture will design prototype housing units, with the general limitations of those units being affordability, meeting codes and regulations, and the understood capabilities of 3D printed wall layouts in a single setup of 3D printing equipment. Prototypes may include the following: (a) single detached units; (b) multi-unit duplexes and triplexes; and (c) single level units or two-level units.

Phase Two. Mahogany Ridge Properties LLC will select those prototypes applicable to The Ridge and Seder / Sisul Engineering will continue all services specific to the Project, including all detailed design, engineering, and other services supporting permitting, bidding, sub-bidding, land development and construction assistance. Phase Two includes construction of the foundations and 3D printed walls by Alquist, along with finish work by Mahogany Ridge Properties. Cost-benefit analysis and lessons learned from printing the first 3D housing in Oregon will be provided by ECONorthwest and IPRE.

Phase Three. Our integrated planning team will continue to provide indicated Phase Two services, specifically for other sites and developments in John Day that have completed the entitlement process and within the municipalities and counties aligned in the Tri-Cities strategic partnership with the goal of erecting 100 new homes in each city (300 total) over the next five years.

MMHF can support our effort by providing funds that can be used for research and development of multi-story 3D printed housing (never attempted in the United States) and to assist our consultants in capturing lessons learned from The Ridge that can be exported to the other projects and communities.

Anticipated Challenges

Like any new technology, 3D home printing is undergoing a rapid acceleration in innovation and entrepreneurship, with new firms entering the market, new teaming relationships forming, and new technical approaches being tested on a daily basis. Alquist has completed the first owner-occupied residential development in the country and will be a valuable teammate in this regard as they have already completed their proof of concept. However, no developer (to our knowledge) has attempted to print a multi-story and/or multi-family dwelling unit using this approach. As the first 3D printed homes of any type in Oregon, we anticipate some regulatory barriers as we go through the permitting process with the Building Codes Division in Salem in addition to the technical and process innovation that needs to take place in order to print multi-family dwellings.

Fortunately, we have syndicated the risk across multiple parties, including a seasoned architect with prior experience in multi-family housing and veterans villages (Seder Architecture), a highly qualified project planning team (MCD Services), and investment by DLCD and the City of John Day, in addition to that of the property owners, Mahogany Ridge Properties, LLC. The combined experience of our team positions us well to pioneer this new delivery approach with a high probability of success. John Day is also fortunate to have a local lumber mill and rock quarry capable of producing the raw materials needed for the roof trusses, concrete and other materials, and the City of John Day will be leading the horizontal improvements (water, sewer, streets, broadband, etc.) through its Engineer of Record, Sisul Engineering, in a shovel-ready development previously approved by the local planning commission.

Commitment to MMFH Goals

Mahogany Ridge Properties LLC will retain ownership of these units and the City of John Day will provide appropriate protections to ensure affordability over time for each tenant. Grant County’s Fair Market Value rent ranges from \$523 for a studio up to \$1,126 for a four-bedroom home. Area Median Income for Grant County is \$60,500; resulting in a target AMI for renters of between \$48,400 (80%) up to \$72,600 (120%) for our market and rents between \$523 and \$1,126 within The Ridge, depending on size.

Workforce housing

At least half of the units within The Ridge development will be reserved for renters with salaries in the 80-120% AMI range and with a target of reaching FMV rental rates. These rates will be ensured through a joint development agreement between The Ridge, the John Day Urban Renewal Agency, and the City of John Day that is currently in development by the City’s attorneys.

Sustainability

3D printing achieves an R value of 21.5 and relies on raw materials that are abundant in nature. The City is also exploring solar arrays and other efficiency upgrades with Oregon Trail Electric Cooperative (OTEC), including radiant floor heat, to further increase the efficiency of owning a home in The Ridge.

Diversity, Equity and Inclusion

Mahogany Ridge Properties is a Veteran-owned small business. Preference will be given to renters who are honorably discharged veterans. In addition, all three communities (John Day, Burns, and Lakeview) who are sponsoring this program are rural-frontier areas and among the most socio-economically distressed in Oregon.

Experience

Our team consists of seven private firms and four public agencies with extensive experience in housing and urban development planning, design, construction and financing (Table 2).

Table 2. Integrated Planning Team

TEAMMATE	ROLE	SPECIALIZED EXPERIENCE
MAHOGANY RIDGE PROPERTIES LLC	Developer/Owner	Land Development, Home Construction
SEDER ARCHITECTURE	Architectural Design	Architectural Design
ALQUIST 3D	3D Printing Contractor	3D Home Builder
MCD SERVICES	Project Manager	Program Management
ECONORTHWEST	Project Assessment	Economic & Policy Analysis
IPRE	Project Assessment	Economic & Policy Analysis
SISUL ENGINEERING	Professional Engineer	Civil Engineering
DLCD	Finance	Project Finance
BUSINESS OREGON	Finance	Project Finance
JOHN DAY URBAN RENEWAL AGENCY	Finance	Project Finance and Land/Housing Incentives
CITY OF JOHN DAY	Finance / Land Development / Program Management	Planning, Entitlement and Program Management

Organization structure and staffing

The program lead is the City of John Day, which will manage the contracts with each professional services firm and will bear overall responsibility for the project financing, utilizing funds and technical assistance from the John Day Urban Renewal Agency, DLCD, and Business Oregon. John Day will contract with Seder Architecture, Sisul Engineering, and the ECONorthwest/IPRE team for their services. Mahogany Ridge Properties as the project owner and developer will contract with Alquist as a sub-contractor for the 3D home printing, land development and finish work on each dwelling unit.

Team Bios (Key Personnel)

Our project leads for each team are shown below.

Nick Green. John Day City Manager, Chief Planning Official and URA Managing Director.

Josh Walker. Managing Partner, Mahogany Ridge Properties, LLC.

Mark Seder. Principal at Mark A. Seder Architecture + Urban Design.

Zach Mannheimer. CEO & Founder at Alquist 3D and CEO at Atlas Community Studios.

Joe Hitz. Professional Engineer (PE) and engineer of record for the City of John Day.

Mike Doran. LEED AP, Principal at MCD Services, LLC.

Bob Parker. Director of Strategy & Technical Solutions, Institute for Policy Research and Engagement.

Beth Goodman. Project Director and Senior Policy Advisor at ECONorthwest.

Prior work experience

Each of our teammates has extensive experience and are recognized for their expertise in their respective fields.

Quality Control (Project Management)

MCD Services will provide project management for The Ridge and the future project phases and will ensure overall quality control for the project. Sisul Engineering will provide on-site quality control.

Relevant Housing Production

Two key projects are provided below. Additional info on each is included in the appendix.

Table 3. Relevant Housing Production

	Seder Architecture	Alquist 3D
Project name	Veterans Village	Habitat 4 Humanity 3D Home
Description	Housing for LMHI veterans	3D single family home
Budget	\$2 million	\$450,000
Duration	18 months	6 months
Team member roles	Architect + Designer	3D Printer
References	Gust Tsiatsos, Ph. 541.962.9049	Zach Mannheimer, Ph. 515-333-3994

Cost controls, design and budget management

The City of John Day will be responsible for overall program management, including cost control, design and budget management.

Project Feasibility

A schedule for both Phase One and Phase Two is included (Appendix J). The Ridge development is permitted, shovel ready and well underway. MMHF funds will help us accelerate this project and scale it to the next level by making our plans available for a broader range of future developments.

Appendices

Appendix A. John Day Housing and Community Development Analysis

ECONorthwest completed a Housing and Community Development Analysis for the City of John Day in October 2019. The analysis addresses: John Day’s Residential Buildable Lands Inventory (Chapter 2); Historical and Recent Development Trends (Chapter 3); Demographic and Other Factors Affecting Residential Development in John Day (Chapter 4); Housing Need in John Day (Chapter 5); and Residential Land Sufficiency within John Day (Chapter 6).

Key findings from the report are:

- John Day will have demand for up to 230 new dwelling units between 2019 and 2039. This equates to between 22 and 46 for each 5-year period, or between 4 and 9 new units per year.
- About 31% of John Day’s households face housing affordability problems. About 48% of John Day’s renters have affordability problems.
- About 28% of John Day’s households have income less than \$27,150 and cannot afford a two-bedroom apartment at Grant County’s Fair Market Rent (FMR) of \$700.
- John Day currently has a deficit of housing affordable to households at all income levels, with demand for between 109 and 230 new dwelling units over the next 20 years (Exhibit 52).
- 20-year Forecast of housing types and household incomes is shown in Exhibit 53.

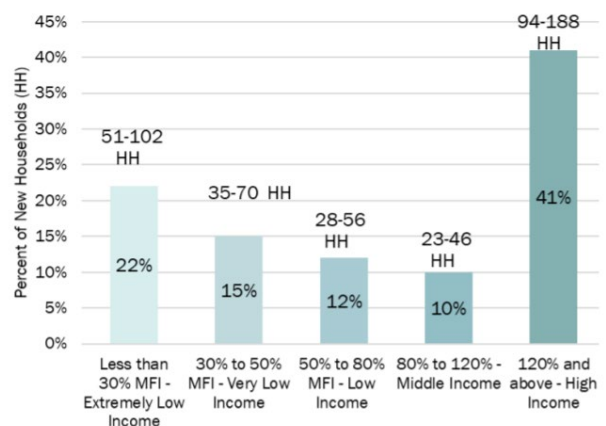
Exhibit 52. Forecast of demand for new dwelling units, moderate and higher growth scenarios, John Day UGB, 2019 to 2039

Source: Calculations by ECONorthwest.

Scenario	2019-2024	2025-2029	2030-2034	2035-2039
	5-years	10-years	15-years	20-years
Moderate Growth Scenario				
Change in persons	44	110	165	220
Total new dwelling units	22	55	82	109
Higher Growth Scenario				
Change in persons	92	231	347	462
Total new dwelling units	46	115	173	230

Exhibit 53. Future (New) Households, by Area Median Income (AMI) for Grant County (\$54,700), John Day, 2019 to 2039

Source: U.S. Department of Housing and Urban Development. U.S. Census Bureau, 2012-2016 ACS Table 19001.



The complete document is available on the city website:

https://www.cityofjohnday.com/sites/default/files/fileattachments/planning/page/3089/john_day_housing_and_community_development_analysis.pdf

Appendix B. John Day Urban Renewal Agency and Housing Incentive Program

The City of John Day currently offers four of the most aggressive housing incentive programs in the nation. These programs are available for new home construction, major renovations of existing properties, and land development for future housing improvements. The programs are administered by the John Day city council acting as the John Day Urban Renewal Agency board of directors.

The New Home Incentive Program

- 7% cash rebate on new home construction (based on the increase in property's assessed value)
- Payment of system development charges on behalf of the property owner (currently \$7,400)

Existing Home Remodel Incentive Program

- 15% cash rebate (based on the increase in the property's assessed value) on substantial improvements to home facades, structural repairs, major remodels and new additions that add additional rooms and living space.
- The minimum AV increase to qualify for this incentive is \$10,000.

Land Development Incentive Program

The URA may provide incentives to developers for the development of housing units in the Plan Area. This will be completed through a development agreement with the developer/builder/property owner that stipulates the amount and timing of the development and the amount and timing of the incentive. These incentives can be:

- A direct contribution of funds;
- A rebate of a portion of property taxes paid;
- Contributions to the developer for infrastructure development;
- An agreement for the Agency to complete infrastructure improvements that are otherwise required as a condition of development approval;
- A combination of the above.

URA/City staff conduct pre-development meetings with the developer/builder/property owner to identify the unique financing needs of each site. Staff will recommend a financing package to the URA Board that will contain recommendations on the appropriate form of incentive through negotiations with the developer/builder/property owner for the development of the housing units. The URA Board will approve the incentives and the ultimate signing of a development agreement containing those incentives and a commitment by the developer/builder/property owner for the production of the housing units. These development agreements will balance the needs for administration, incentives, and infrastructure needs of the City.

Infrastructure Investment Program

The URA may directly complete infrastructure improvements for horizontal improvements determined by the URA Board to help facilitate housing development and may complete improvements specified in

a development agreement that tie the improvements to specific housing development. Unlike the Land Development Incentive Program, which contemplates incentives for private land developers, the Infrastructure Investment Program assumes the work will be performed directly by the URA, or the City of John Day through a public agency cooperative agreement, or through some other public agency affiliated with the URA. As these improvements are identified, a minor amendment will be made to the Plan to describe the specific improvements and the manner in which they will be developed.

For additional information on these incentives, see:

<https://www.cityofjohnday.com/planning/page/john-day-urban-renewal-agency-housing-incentive-program>

Appendix C. The Ridge Master Planned Development

Mahogany Ridge Properties is the owner and developer of “The Ridge” Master Planned development for this property. The property will be developed in multiple phases, creating lots for single family and multi-family units. Based on the topography and other constraints of this property the goal is to create a variety of innovative housing options that best fit the property. The property will be developed in phases as needs and market conditions dictate.

Phase 1 will be developed first, creating 13 lots, with public streets, City and private utilities, trails and pathways, and natural open spaces. The proposed lots 1-11 range from 0.35-1.93 acres, capable of providing the space needed for developing hillside lots, both for the structures, utilities, required parking and minimize the impacts on the native vegetation and natural terrain features. A minimum of 60% of these lots will be committed to multi-family dwelling units such as multiplexes or cottage cluster homes, with the goal of creating affordable housing units to fill a recognized need within the community. Mahogany Ridge Properties plans to reserve between 1-4 of the lots and will construct multi-family units on them, either commissioned or on speculation. The remaining lots will be sold as bare lots with all utilities stubbed to the property and public street access.

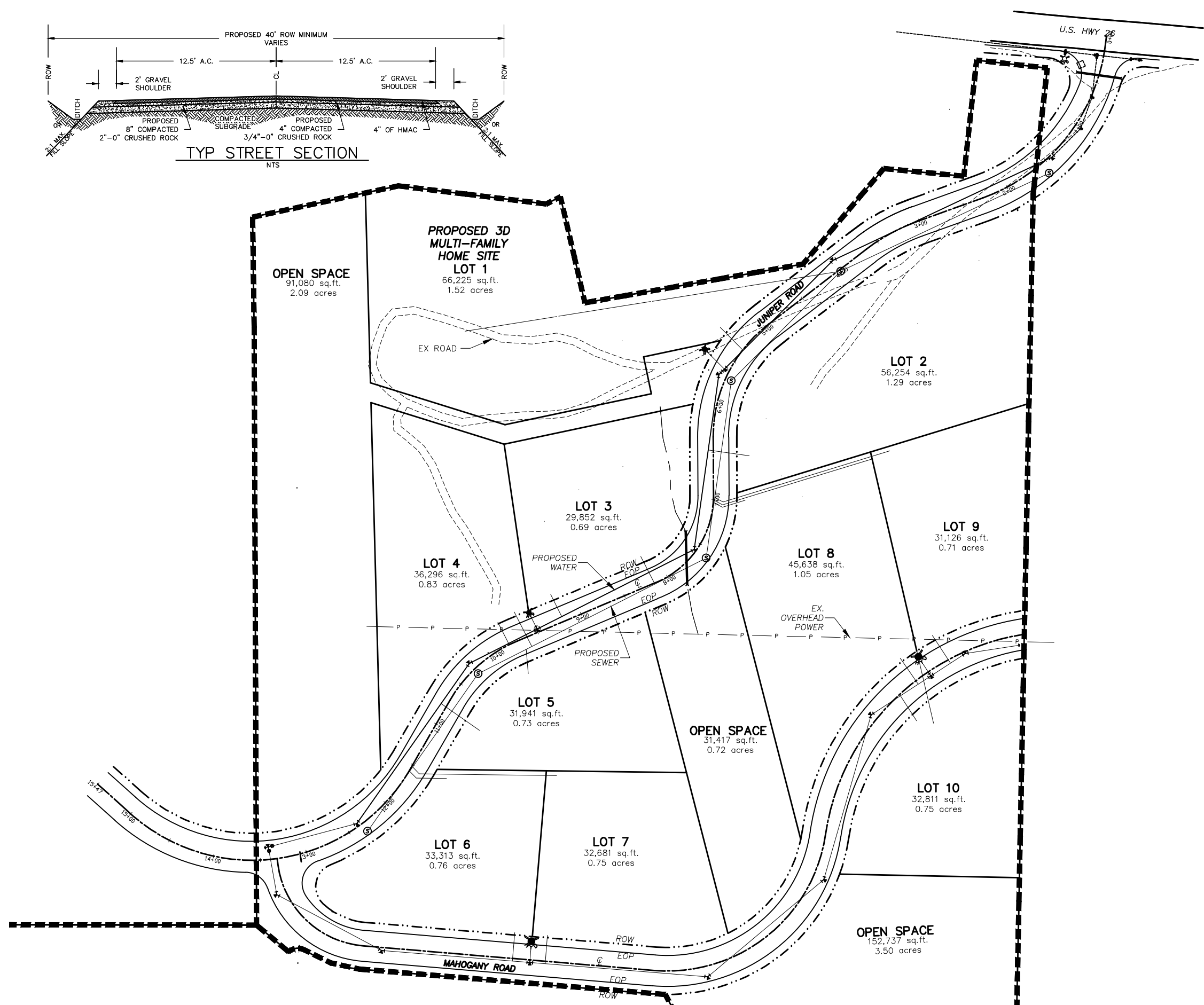
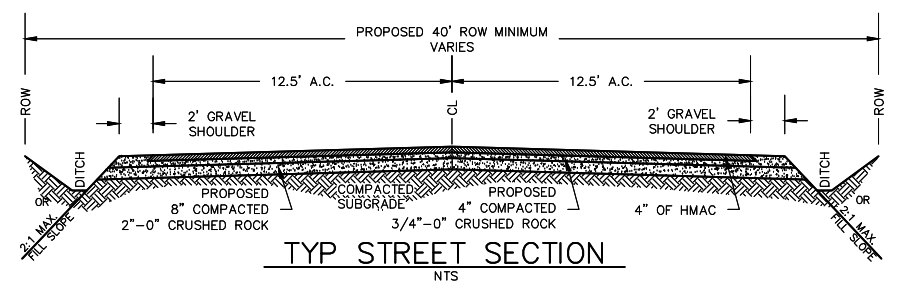
As part of Phase 1, lots 12 and 13 will be larger lots, 10-20 acres. The building sites for these parcels are at the very top of the hillside and would require a large amount of public infrastructure to serve very few home sites. The elevation of the building sites are currently above the City’s highest water storage tanks. These lots are proposed single family and the homeowner will be responsible for the extension of private access and utilities as needed. These lots could be redeveloped in the future if, utility service becomes available and public access can be provided.

Parcels 14 & 15 are parcels reserved for future phases of the project. The concept plans show a basic layout of how these parcels may develop in the future. Parcel 14 will gain public street access and utilities from Phase 1. This parcel may be developed in the future, up to 11 lots and provide natural open space for the remaining part of the parcel. Parcel 15 will access Hillcrest Dr. for public access and utilities and may be further developed, up to 6 lots. Any future lots created from parcel 14 and 15 will be for single family and multi-family dwelling units, similar too lots 1-11 of Phase 1.

Open Space will be dedicated throughout the development, these areas will remain primarily undeveloped, with gravel pathways connecting to the public streets and other pathways.

The design sheets for The Ridge site plan are available at this link:

https://www.cityofjohnday.com/sites/default/files/fileattachments/city_council/meeting/packets/4241/6c_enclosure_1_the_ridge_site_plans.pdf



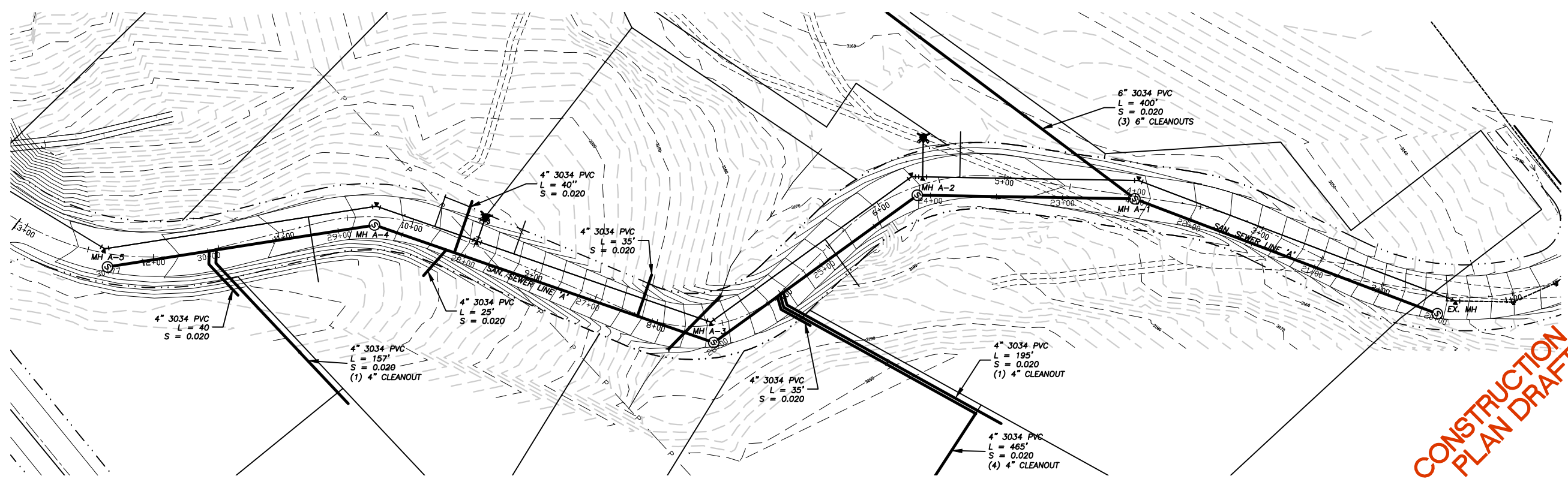
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**THE RIDGE
PHASE 1**
MAHOGANY RIDGE
PROPERTIES LLC

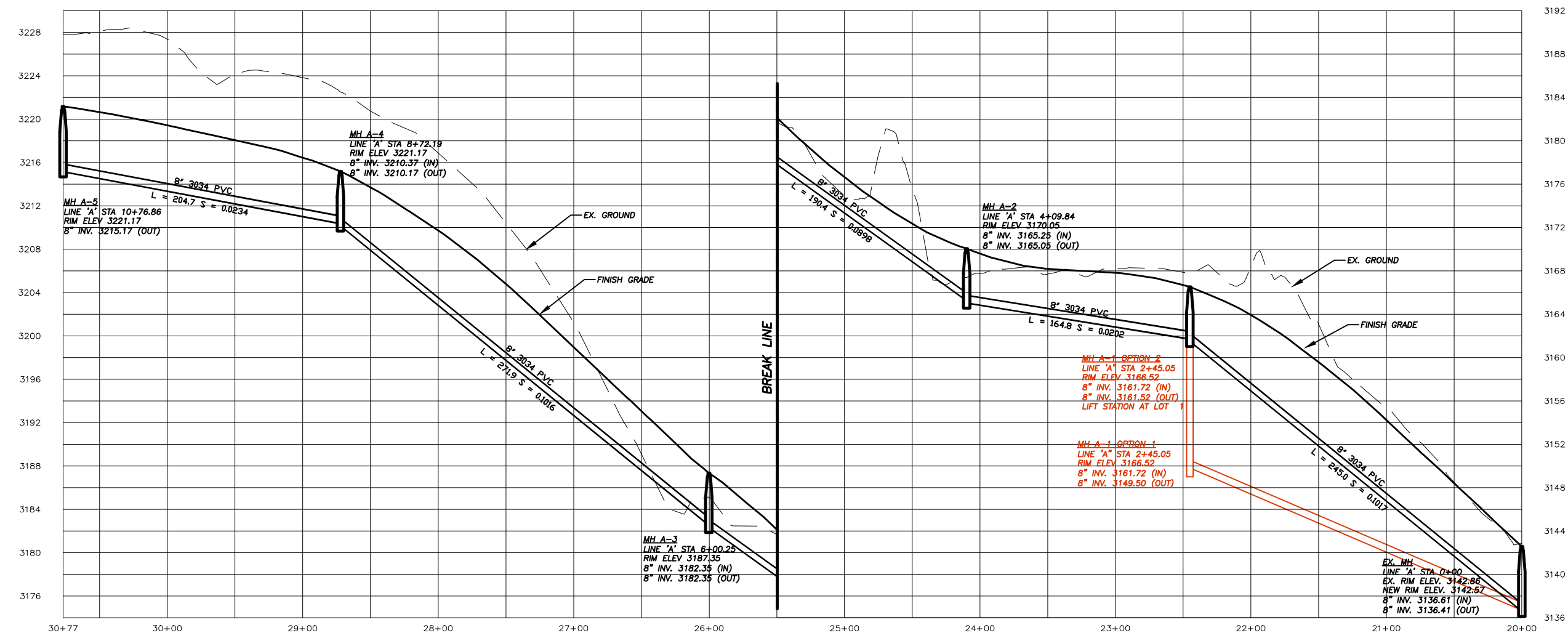
**PHASE 1
OVERVIEW**

SISUL ENGINEERING
158 E. MAIN STREET
JOHN DAY, OREGON
(541) 575-3777

DATE	NOV 2021
SCALE	NOTED
DRAWN	XX
JOB	XX
SHEET	01
OF	01 SHEETS



**CONSTRUCTION
PLAN DRAFT**



SANITARY SEWER JUNIPER ROAD
 HORIZONTAL SCALE: 1"=40'
 VERTICAL SCALE: 1"=5'

REVISIONS	BY

**THE RIDGE
PHASE 1**
 MAHOGANY RIDGE
 PROPERTIES LLC

**SANITARY SEWER
PLAN AND PROFILE**

SISUL ENGINEERING
 158 E. MAIN STREET
 JOHN DAY, OREGON
 (541) 575-3777

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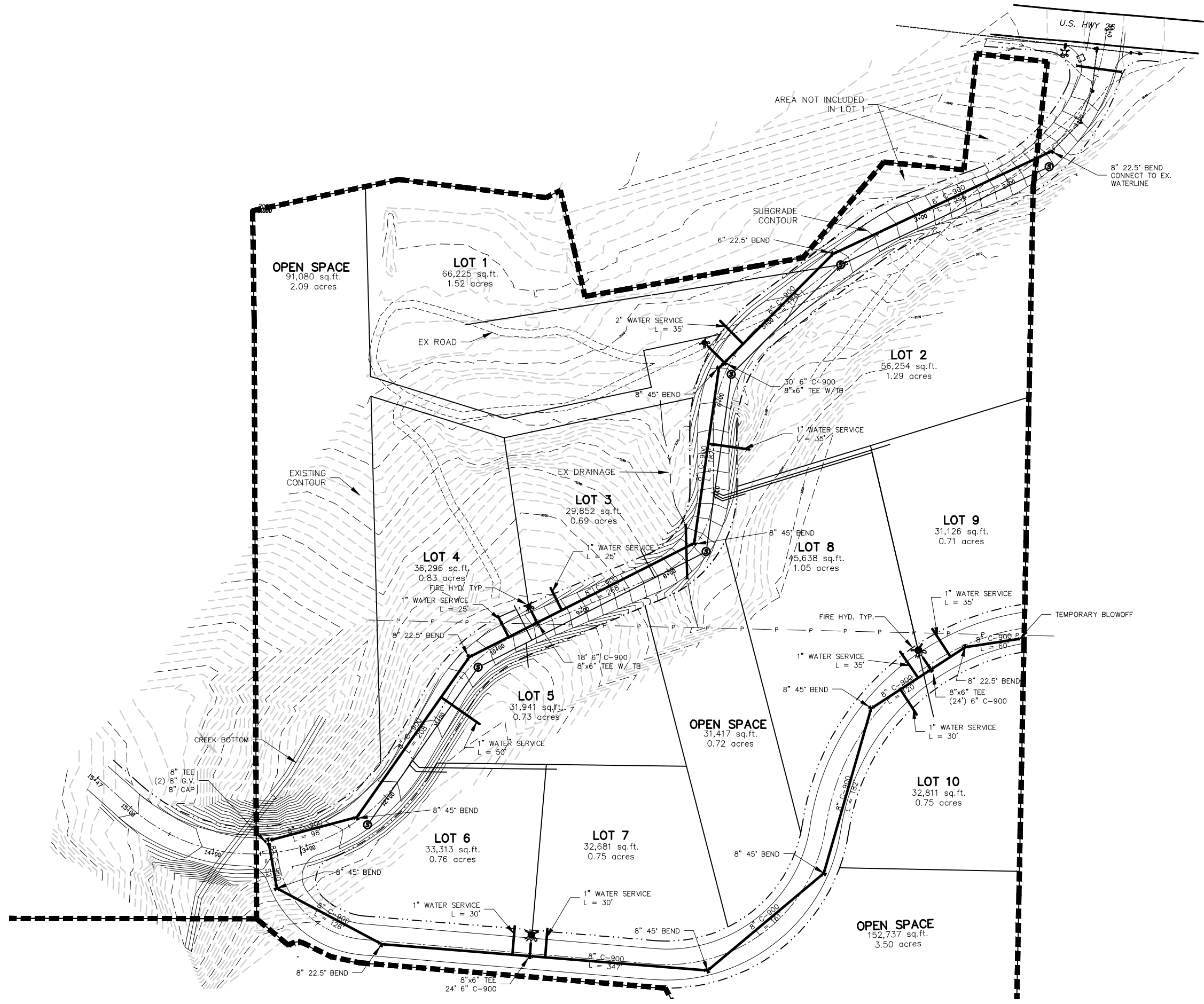
**THE RIDGE
PHASE 1**
MAHOGAN RIDGE
PROPERTIES LLC

**WATER AND UTILITY
PLAN**

SISUL ENGINEERING
158 E. MAIN STREET
JOHN DAY, OREGON
(541) 575-3777

DATE	NOV 2021
SCALE	NOTED
DRAWN	XX
JOB	XX
SHEET	03
OF	03 SHEETS

**CONSTRUCTION
PLAN DRAFT**



Appendix D. Professional Services Agreement – Seder Architecture

The City of John Day has completed its final draft of the professional services agreement with Seder Architecture and Urban Design. The contract is enclosed.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into effective on October 26, 2021 (the "Effective Date") between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and Seder Architecture + Urban Design LLC ("Contractor"), an Oregon limited liability company, whose address is 3219 NE Thompson, Portland, Oregon 97212.

RECITALS:

A. City desires to retain Contractor to perform certain architectural, urban design, planning, and related services in connection with City's proposed 3D Rural Housing for Regional Equity in Recovery project at The Ridge Housing Development, a multi-family master-planned development approved through the John Day Planning Commission Application No. MPD-21-02 (the "Project"). Contractor's services include, without limitation, creation of prototype housing for The Ridge that may also be applicable at other locations within John Day and elsewhere. These services will create prototype housing, apply certain prototypes to The Ridge, and potentially apply certain of those prototypes to other sites and developments. Thus, the services shall be performed in two phases, as described in Schedule 1.1.

B. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Architectural and Planning Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following architectural, urban design, planning, and related services for and on behalf of City (collectively, the "Services"): (a) those services and tasks identified in the attached Schedule 1.1 and as required under the Grant Agreement (as defined below); (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in Schedule 1.1 and/or the Grant Agreement; and (c) such other architectural, urban design, planning, and/or related services requested by the city manager (or his or her designee) from time to time. Contractor will (w) consult with and advise City on all matters concerning the Services reasonably requested by City, (x) communicate all matters and information concerning the Services to the city manager (or his or her designee) and report directly to the city manager, (y) devote such time and attention to the performance of the Services as City deems necessary or appropriate, and (z) perform the Services to the best of Contractor's ability. If and when practicable and appropriate, City will provide a statement of attribution to Contractor on written and graphic correspondence with third parties which concern the Services provided by Contractor under this Agreement.

1.2 Schedule; Condition Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule identified in Schedule 1.1. Contractor and City will routinely consult with each other to ensure effective and efficient provision of the Services. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4.

1.3 Subcontractor. Subject to the terms and conditions contained in this Agreement, Contractor will contract with KPFF, INC. (the "Subcontractor"), a Washington corporation, to provide certain structural design engineering and related services identified in the Grant Agreement and this Agreement. Except as expressly provided

in the immediately preceding sentence, Contractor is not permitted to subcontract and/or assign all or any part of the Services without City's prior written consent. City's consent to Contractor's subcontract with Subcontractor and all other proposed subcontracts and/or assignment of Services by Contractor is conditioned on (in addition to any other condition that the City may reasonably impose) the following: (a) Contractor demonstrating to City that Subcontractor and any other subcontractor/assignees (if any) are capable of successfully performing the subject Services in accordance with this Agreement; and (b) each Subcontractor and/or the subcontractor/assignee agreeing in writing to comply with and be bound by all the terms and conditions contained in this Agreement. Contractor will deliver to City, promptly after execution, an original executed copy of all documentation pertaining to the subcontract(s) or assignment(s) in form reasonably acceptable to City. Contractor's subcontract with Subcontractor and any other subcontract or assignment concerning the Services is subject to the following: (w) the terms and conditions of this Agreement will in no way be deemed to have been waived or modified; (x) consent will not be deemed consent to any further subcontract or assignment by City; (y) the subcontract or assignment, whether with or without City's consent, will not modify, relieve, and/or eliminate any Contractor liability or obligation under this Agreement (Contractor remains liable for the timely and proper performance of the Services in accordance with this Agreement); and (z) City will pay Contractor for performance of the subcontracted/assigned Services subject to and in accordance with the terms and conditions contained in this Agreement.

1.4 Grant Agreement. Pursuant to a certain State of Oregon Department of Land Conservation and Development 2021-2023 HB 2001 & HB 2003 Planning Assistance Grant Agreement (Grant No.: HA-23-172) dated on or about November 2, 2021 (the "Grant Agreement") between City and State of Oregon, acting by and through the Department of Land Conservation and Development ("DLCD"), City is receiving certain funding (not to exceed \$60,000.00) (the "Grant") from DLCD to complete the Services. Notwithstanding anything contained in this Agreement to the contrary, Contractor will perform the Services subject to and in accordance with all Grant Agreement terms and conditions which concern the Services. Prior to the Effective Date, Contractor completed a thorough review of the Grant Agreement. Contractor has had the opportunity to ask questions and receive answers concerning the Grant Agreement, and has obtained all information Contractor deems necessary or appropriate to evaluate the services required under the Grant Agreement.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor a total fixed fee of \$60,000.00 (the "Fixed Fee"), which Fixed Fee will be allocated among the Services (including the two phases and deliverables) identified in Schedule 2.1. Contractor will submit monthly invoices to City concerning that portion of the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the percentage of Services completed with respect to the applicable phase of Services during the applicable billing period (which identified percentage of Services must be supported by appropriate documentation and information); and (c) all other information and documentation City and/or DLCD may reasonably request. City will pay the amount due under each Invoice (on a percentage basis of the total fee relative to that portion of the Services (i.e., or phase) completed during the applicable billing period) within thirty (30) days after (y) City has reviewed and approved the applicable Invoice, and (z) City has received sufficient funds from DLCD under the Grant Agreement to pay the amount due under the Invoice. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by City for any portion of the Services not performed. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed the Fixed Fee.

2.2 No Benefits; Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services.

3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor provided the contracted Services to the City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, and/or order to which Contractor is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. By signing below, Contractor certifies that Contractor (and Contractor's principals) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in and/or performing the Services under this Agreement.

4.2 Licenses; Quality of Services. Prior to Contractor's execution of this Agreement, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, and consistent with the terms and conditions contained in this Agreement and the Grant Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy (except errors and omissions insurance) required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the

workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

4.4 Compliance with Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, all applicable provisions and conditions of the Grant and Grant Agreement. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, the Grant (including the Grant Agreement), this Agreement, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Contractor will defend, indemnify, and hold City and each present and future City employee, officer, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Contractor's acts and/or omissions (and/or the acts and/or omissions of Contractor's members, managers, directors, officers, shareholders, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (the "Deliverable(s)") to City upon the earlier of City's request or termination of this Agreement. All copies of materials and documents provided to City will become the property of City who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. City acknowledges that City's modification and/or reuse of the Deliverables without Contractor's prior approval will be at City's sole risk. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees. Notwithstanding any assignments, property and ownership of consultant's work product as indicated above, the City shall in all written and graphic correspondence with all third parties, credit the consultant as the designer and planner of all work produced by the consultant.

4.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records concerning the Services will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Contractor agrees to provide City access to any books, documents, papers, and/or records of Contractor which are directly pertinent to this Agreement and/or the Services, including, without limitation, Contractor's time

and billing records, for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records, and/or reports required under this Agreement for a period of no less than five years after final payment is made and all pending matters are closed.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the city manager of the order and complies with any applicable protective or similar order. Contractor will promptly notify the city manager of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Contractor will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by City, Contractor will execute a written certification satisfactory to City pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Contractor; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2023, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Contractor, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to the other party. Upon receipt of the notice of termination, except as explicitly directed by City, Contractor must immediately discontinue performing all Services.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, subject to City's obligations under Section 5.2.

Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services.

5.4 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to Section 1.4 and this Section 6.1, Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party (and approved by DLCDC if required under the Grant Agreement).

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CITY:

City of John Day,
an Oregon municipal corporation

CONTRACTOR:

Seder Architecture + Urban Design LLC,
an Oregon limited liability corporation

By: Nick Green, City Manager

By: Mark A. Seder, Member

Federal Tax Id. No.: 93-6002192

Federal Tax Id. No.: _____

Schedule 1.1
Description of Services

In addition to all other Services identified under this Agreement, Contractor will perform the following Services for and on behalf of City concerning the Project:

General

The Services include the creation of prototype housing for The Ridge. The Services will be performed in the following two phases.

Phase One

Design certain prototype housing units, with the general limitations of those units being affordability, codes and regulations, and the understood capabilities of 3D printed wall layouts in a single setup of 3D printing equipment. Prototypes may include the following: (a) single detached units; (b) multi-unit duplexes and triplexes; and (c) single level units or two-level units.

Phase One will be completed no later than _____.

Phase Two

Select those prototypes applicable to The Ridge and continue all services specific to the Project, including all detailed design, engineering, and other services supporting permitting, bidding, sub-bidding, and construction assistance.

Phase Two will be completed no later than _____.

Contractor Tasks

1. Owner Review Meetings and Concept Refinement. The primary objective of this task is to work with City and Mahogany Ridge Properties, LLC to work through design permutations needed to assess the Project. Feedback from City will be used to develop a recommended design for the Project.
2. Site Design. The primary objective of this task will be to develop a final site design of roadways, outdoor use areas, and landscape for the Project.
3. Cost Estimation.
 - a. Contractor will assist the owner in achieving a cost estimate for the Project, which cost estimate will include anticipated construction costs. The actual estimate may be by a qualified contractor, or professional cost estimator as otherwise retained by the site owner, city or architect subsequent to this agreement and as agreed on by the parties.
 - b. Contractor will assist City and City's consultants with the preparation of a civil engineering plan for Project utilities, streets, and right-of-way to service the Project.

Deliverables

1. Present quality building and site plans. Plans will be prepared for development and must be suitable for submission to the DCBS Building Codes Division for structural permits.
2. Two exterior renderings of the recommended Project alternative will be provided.
3. A memorandum containing a narrative, test fit options, and budgets will be completed and provided to City.

Schedule 2.1
Fixed Fee Allocation

The Fixed Fee will be allocated in the following manner:

Architectural Design – Contractor	\$43,000
Structural Design – KFPP Inc. Subcontractor	\$12,000
Renderings – Contractor	\$2,500
Cost Estimating – Contractor	<u>\$2,500</u>
	\$60,000

Appendix E. Alquist 3D Printing Technology Overview

Alquist has invested over 4 years of research into new 3D printing technology, partnering with printer manufacturer COBOD (based in Copenhagen, DK) and recently announcing an alliance with New York-based Black Buffalo. Alquist's partner company, Atlas Community Studios, has helped rural revitalization and economic development projects in 20 different states. Atlas provides roadmaps for community revitalization, creating and building new businesses, child-care options, technological advancements, cultural centers, and marketing/incentive plans, among other concepts.



WHAT WE DO.

We use 3D printing technology to create exceptional design while lowering the cost of housing and infrastructure in economically distressed and under-served communities.

DESIGN AND BUILD A HIGH EFFICIENCY, HIGH PERFORMANCE HOME.

Our homes are low energy, high durability and offer exceptional comfortability in a thermally broken home. Alquist homes benefit you economically without sacrificing what you expect in a home.



Our frequently asked questions page addresses additional details about our homes and technologies:

<https://www.alquist3d.com/faqs>

Appendix F. Business Oregon Loan Application

The City's Urban Renewal Agency has applied for long-term, low-interest financing to supply land development incentives. A copy of the application is attached. Funds are expected to be available in February. These funds include \$750,000 for The Ridge, \$750,000 for Ironwood Estates, and \$300,000 for the Holmstrom Ranch – all of which are future developments for the use of our approach.

PRE-APPLICATION



Client-Deal Number:

Note: Completion of this form does not guarantee an application will be invited. Program and Policy Coordinator may provide comments and suggestions for further project development.

SECTION 1 A: POTENTIAL APPLICANT			
Organization Name		Organization <i>(Identify the ORS under which entity is formed if potential applicant is an entity other than city or county, such as special district, authority, association, et cetera.)</i>	
Street Address and County		Mailing Address	
Office Phone		Web URL	
SECTION 1 B: PROJECT CONTACT			
Name		Title	
Phone		Email	
Phone (cell)			
SECTION 1 C: PROJECT OVERVIEW			
Project Name			
Project Location <i>(physical address / attach map)</i>			
Project Category			
Planning	Design only	Construction only	Design & Construction
Other:			
SECTION 1 D: ESTIMATED FUNDING REQUEST			
	Amount		
Funding Request from Business Oregon			
Funds from potential applicant		Not Budgeted	Budgeted
Other Funds:		Pending	Committed
		If committed, provide term:	
Other Funds:		Pending	Committed
		If committed, provide term:	
Estimated Total Project Cost			

Cost Estimate Date:	Prepared by
Estimated Project Start Date:	Completion Date:
If funding assistance from Business Oregon includes a loan, how will it be repaid?	
Estimated date of first draw:	

SECTION 1 E: PROJECT DESCRIPTION

Opportunity / Problem

Proposal / Solution *Describe the proposed solution to the above problem / opportunity including identification of whether the proposed solution is a planning (feasibility, preliminary engineering, technical assistance et cetera.) only project, a final design only project, a construction only project or a combined final design / construction project.*

**SECTION 1 F: BACKGROUND INFORMATION – PART 1
FOR WATER OR WASTEWATER PROJECTS ONLY**

Current Monthly Residential User Charge (*Assume 7,500 gallons per month water consumption.*)

per month water	per month wastewater
-----------------	----------------------

Compliance Status

Achieve Compliance	Maintain Compliance
Meet Future Requirements	Not Compliance Related

(If compliance related, please provide supporting documentation from the related regulatory agency.)

Identify type of compliance:

Notice Date:

Will the proposed project bring the utility into compliance? Yes No

FOR ECONOMIC DEVELOPMENT PROJECTS ONLY *(JOB RELATED)*

What type of project is it?

Emergency	Firm Business Commitment	
Industrial	Levee	Other

If other special project is selected, please provide more information:

Will the project result in locating or expanding industrial or major commercial firm(s)?

Yes No N/A

If yes, provide firm's name (*type of industry if confidential*) **and estimated number of jobs that will be created / retained.**

How does this project build community or economic development? *For economic development, please provide a brief economic impact statement. Example: this project will create / retain X number of jobs: construction, post construction and/or add \$X value to the community. State how many of the jobs will be at or above the county's minimum wage. State if the jobs are traded sector jobs or not. State cost per jobs created or retained.*

***This is the end of the form for planning-only projects and technical assistance-only projects.
If your project is design and/or construction, please continue to complete the following pages.***

**SECTION 1 G: BACKGROUND INFORMATION – PART 2
FOR DESIGN AND/OR CONSTRUCTION PROJECTS**

Is the project based on a technical document that shows the project is feasible, cost effective, and completed by a licensed engineer or architect (such as approved Master Plan, Facilities Plan or other technical report)? **Yes** **No**

If Yes, date of plan or report:

If No, when will an engineering or architectural report be completed?

Has the governing body of the potential applicant conducted a public meeting (council or board meeting, public hearing, workshop, et cetera) to identify and discuss the proposed project, including such items as nature and need for the project, starting date, financing requirements that may involve taking on additional debt, and consistency with the local comprehensive land use plan, countywide or regional plan? **Yes** **No**

Type of public meeting:

Date of public meeting:

If No, when will the public meeting be held?

FOR WATER OR WASTEWATER PROJECTS ONLY (FOR DESIGN AND/OR CONSTRUCTION PROJECTS)

Are the audited financial reports for the three most recent fiscal years available on the Secretary of State website? **Yes** **No**

If No, attach the most recent financial reports (audited, if available)

What is the existing annual debt service for the existing system?

What is the amount, if any, of existing annual debt service for the system that is paid by property taxes?

per year water

per year wastewater

Planned Monthly Residential User Charge Upon the Completion of Construction (must adequately cover operation, maintenance, replacement and debt financing):

per month water

per month wastewater

Is there a current OM&R (Operation, Maintenance and Replacement) Manual for the system? **Yes** **No**

Are Maintenance and Replacement expenditures budgeted annually? **Yes** **No**

Are meters installed on all service connections? **Yes** **No**

If No, percentage not metered and provide explanation:

USE	Current / Existing System	Future / at Completion of Construction	Current / Existing System	Future / at Completion of Construction	Gallons per Year
	Connections	Connections	Billable Accounts	Billable Accounts	Usage
Residential					
Commercial and Businesses					
Industrial					
Other					
Total Uses					
Of Residential, Number occupied by Permanent Residents					
Percentage of Permanent Residents					

SECTION 2 A: TO BE COMPLETED BY BUSINESS OREGON STAFF ONLY
(APPLICABLE FOR ALL PROJECT TYPES)

Does the potential applicant have other open Business Oregon grants and/or loans? Yes No
If yes, list each open Business Oregon award by project name, number, award amount and project status:

Is potential applicant pursuing CDBG funding? Yes No

If yes, complete A and B below:

A. Does potential applicant have more than three open CDBG grants? Yes No
If yes, explain:

B. Is potential applicant meeting the age and expenditure requirements for all open CDBG grants? See the age and expenditure requirements below: Yes No

- Requirements for open **ONE-YEAR** grants are:
 - Any Microenterprise grant this is one year old must be 70% drawn
 - Any Microenterprise grant that is two years old must be administratively closed
 - Any Housing Rehabilitation project that is one or two years old must be meeting contract requirements
 - Any Housing Rehabilitation project that is three years old must administratively closed
- Requirements for open **MULTI-YEAR** grants are:
 - Any grant that is two years old must be 60% drawn
 - Any grant that is three years old must be 100% drawn
 - Any grant that is four years old must be administratively closed

Potential Applicant Population	Low / Mod Income %	Median Household Income
---------------------------------------	---------------------------	--------------------------------

Distressed Area	Yes	No	Mixed	Rural Area	Yes	No	Mixed
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One Stop Meeting (Attach Financial Worksheet from One Stop session if applicable)

Date	Notes
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Salesforce Posting Date

SECTION 2 B: TO BE COMPLETED AFTER SALESFORCE COMMENT PERIOD BY BUSINESS OREGON STAFF ONLY
(APPLICABLE FOR ALL PROJECT TYPES)

Comment received Yes No If yes, attach

Invite Application for the following source or sources:

CDBG	SDWRLF	DWSP	SPWF	Comments
WWF	PPMF	OPRLF	MNIF	
Other				

Regional Development Officer / Regional Project Manager

Name

Signature

Date

Appendix G. DLCD Grant Agreement HA-23-172

The Department of Land Conservation and Development awarded \$60,000 to the City of John Day to fund the architectural design for the 3D printing (Seder Architecture contract). A copy of the grant agreement is enclosed.

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT



AGREEMENT COVER SHEET	
This cover sheet is informational and not a part of the agreement	
Offer Date: October 19, 2021	
Grantee Cities of John Day, Burns, and Lakeview 450 E Main Street John Day, Oregon 97845	Grant No. HA-23-172
Project Title: 3D Rural Housing for Regional Equity in Recovery	
Grantee Representative Nicholas Green, John Day City Manager 541-620-2809 green@grantcounty-or.gov	DLCD Grant Manager Scott Edelman 541-306-8530 scott.edelman@dlcd.oregon.gov
GRANT AMOUNT: \$60,000	CLOSING DATE: May 31, 2023
Last day to amend agreement: March 1, 2023	

Signature

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

List of Products

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by within 30 days of the executed agreement (Project Requirement 8)
Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: The Ridge Master Plan Concept Planning and Entitlement Process

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

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
2021-2023 HB 2001 & HB 2003 PLANNING ASSISTANCE GRANT
AGREEMENT

DLCD Grant Number: HA-23-172

Cities of John Day, Burns, and Lakeview

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 **Cities of John Day, Burns, and Lakeview**, 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**

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

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$60,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.

4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.

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

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

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

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

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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

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

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

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

12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

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

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

14. Termination:


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

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

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

Grant No. HA-23-172

Print Name of Authorized Official For the Grantee	Title	Date
	Mayer	10-26-21
Signature of Authorized Official For the Grantee		

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

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

PROJECT PURPOSE STATEMENT

John Day, Burns and Lakeview are partnering to build affordable workforce housing at scale using innovative, sustainable methods such as 3D printing. A regional integrated planning team is contributing with the goal of building up to 36 3D printed homes in new master planned developments in each community.

PROJECT OVERVIEW AND MANAGEMENT

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

- a. 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 not utilize a Technical Advisory Committee or Policy Advisory Committee.

Agency Role

DLCDC 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 Rural Housing Planning 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 Rural Housing Planning Project. The consultant is expected to provide technical analysis related development feasibility and engineering and/or structural plans. 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

Grantee shall convene project team meetings regularly throughout the project timeframe. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

Project Schedule

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

Expectations for All Written and Graphic Products

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

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

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

PROJECT REQUIREMENTS

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

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following within 30 days of the executed agreement:
 - a. Identify the name, address, telephone number, and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
 - b. Identify the name, address, telephone number, 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).

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 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.
11. 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.
12. 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.
13. Grantee will submit a written status report quarterly and 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. Quarterly reports shall be submitted in, December 2021, March 2022, July 2022, September 2022, December 2022, and March 2023.
14. 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.
15. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
16. 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).
17. 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

18. 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).
19. 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.

20. 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.
21. 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: The Ridge Master Plan Concept Planning and Entitlement Process

John Day, Burns, and Lakeview will convene an integrated regional planning team to review and process the region’s first 3D printed affordable workforce housing development. The team will work with development consultants to review the proposed development and assist in the entitlement process. Part of this review includes working with the applicant to ensure the development proposal meets all applicable state building and structural codes. The project will establish a model for future development of this kind in Eastern Oregon and elsewhere in the state.

Task 1 Products: Consultant Deliverables: Engineering and structural site plans; development applications and proposals. City Deliverables: project team meeting agendas, staff reports, and building permits.

Task 1 timeline: November 1, 2021 to May 1, 2022

Task 1 budget: \$60,000

FP – Final Payment

Reimbursement of **up to \$60,000** and the balance of previously unused grant funds from P1 upon submittal of Product(s) listed in Tasks 1. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2023**.

Budget Summary

Task 1 – The Ridge Master Plan Concept Planning and Entitlement Process	\$ 60,000	
TOTAL		\$ 60,000

**DLCD TA Grant Agreement
Contact Information**

For questions regarding your grant, please contact:

Grant Manager:

Scott Edelman
Central Regional Solution Center
1011 SW Emkay Drive, Suite 108
Bend, Oregon 97702

Mobile: 541-306-8530

E-mail: scott.edelman@dlcd.oregon.gov

Housing Team Support Staff:

Ethan Stuckmayer
DLCD Salem Office
635 Capitol Street N.E., Suite 150
Salem, OR 97301

Office: 503-302-0937

Email: ethan.stuckmayer@dlcd.oregon.gov

OR

Grant Program Manager:

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

Office: 503-856-6935

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

Payment requests should be sent to:

Grants Administrative Specialist

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

Office: 971-345-1987

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

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

Grantee Name Cities of John Day, Burns, and Lakeview		Grant No. assigned by DLCD HA-23-172		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: May 31, 2023		Period covered by this Payment From:	
Grant Agreement Close Date To:		Period covered by this Payment From:		Period covered by this Payment To:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
Transactions		Previously Reported		This Payment	
				Cumulative	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. Total (add lines 1-4)					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. Total (add lines 6-9)					
11. Payment requested (from line 5)		DO NOT WRITE IN THIS SPACE		DO NOT WRITE IN THIS SPACE	
12. 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.					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

Do Not Write Below This Line

FOR DLCD USE ONLY

Do Not Write Below This Line

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

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

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

General Instructions and Reminders

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

Completing the Form

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

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

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

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

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

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

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

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

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

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

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

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

Appendix H. R3 Strategies (Tri-cities) White Paper (draft)

The tri-cities consortium has drafted a white paper on its intended approach. This is still a nascent document, but our intent is to have the organization fully operational by July 1, 2022. This agency will then lead the housing development work for the three communities.

Background

John Day, Burns and Lakeview signed a memorandum of understanding in October 2021 to explore opportunities to collaborate between the tricities, with the specific goal of stimulating economic recovery and revitalization within their respective communities. The cities also desired to establish an agency to combine and share resources that would achieve greater efficiencies and economies of scale to execute housing and other community development projects.

We are proposing the new agency be called Regional Rural Revitalization (R3) Strategies, to recognize its role in catalyzing regional economic recovery.

R3 Strategies Overview

R3 Strategies is a new kind of government agency. With a focus on civic entrepreneurship and rural innovation, R3 will act as a broker or intermediary between rural public sector agencies and private equity investors. R3 aims to achieve greater economies of scale and increased economic gains for its member agencies by pooling public assets across multiple jurisdictions, facilitating public private partnerships, and managing complex community development and capital improvement projects through a single intergovernmental agency.

R3 Strategies will equip small cities and rural local governments to “hunt as a pack” by providing asset management services that pool human capital; property, plant and equipment; and financing across multiple jurisdictions. Small cities and special districts in rural-frontier communities can be fiercely independent. They value their political autonomy and have a strong will to survive. However, this independent spirit also hampers their ability to compete economically with larger jurisdictions because they simply lack the resources to go it alone.

R3 Strategies overcomes these cultural and geographic barriers by pooling staff across its member agencies through virtual teaming arrangements. Virtual teams are assembled using best of breed techniques that capitalize on each member agency’s unique staff skill sets, staff availability, and professional services relationships. These virtual teams are scoped through task orders issued by the member agency. R3 Strategies then provides a detailed performance work statement (PWS) with a proposed teaming strategy, and once an agreement is reached, the virtual teams work together on projects for a limited duration “during the hunt” to allow them to bring down bigger game – without sacrificing their independence or political autonomy. When their role in a project is complete, the PWS is closed and those staff who participated are available for other projects within their own jurisdictions or other members’ as needed.

The same principle applies to pooling capital assets like property, plant and equipment. PP&E often sits idle in one jurisdiction when it could be put to use in another. Similarly, small cities in rural communities lack the purchasing power to acquire higher dollar assets for things like utility line maintenance, street maintenance, and other basic functions of government. As a result, they have to contract for these services for which they pay a premium in the market due to the cost to mobilize assets to remote rural regions. R3 Strategies breaks this “fee for service” model by assembling virtual motor pools made up of the available assets of all its member agencies. By

cataloguing the mix and availability of PP&E assets within its member jurisdictions, these resources can become available for the entire enterprise to use on an as-needed basis. R3 can also acquire assets on behalf of its members, which none of the agencies can afford independently. The result – maximizing the use of equipment by deploying it where, when and how it's needed most.

Task Orders

Task orders will be issued by a member agency (or some combination of agencies) and will contain the name of the requesting agency, date of request, and background that provides a high-level description of the agency's needs and requirements for a given project. The task order is short and concise and focuses on providing information about the agency's desired impacts and outcomes of the project.

Performance Work Statements

The PWS is issued by R3 Strategies and is developed in partnership with the member agency after reviewing their task order. The PWS emphasizes performance-based concepts such as desired results (deliverables), outcomes, objectives and project milestones at a detailed and measurable level. It is essentially a contract or agreement between R3 and the requesting agency about the scope of work to be performed. Key components of the PWS will include:

1. OBJECTIVE
2. SCOPE
3. REQUIREMENTS AND TASKS
4. DELIVERABLES AND DELIVERY SCHEDULE
5. PERSONNEL
6. AGENCY FURNISHED EQUIPMENT, INFORMATION AND DOCUMENTS
7. PLACE OF PERFORMANCE
8. PERIOD OF PERFORMANCE
9. ESTIMATED LEVEL OF EFFORT
10. INVOICE APPROACH AND INSTRUCTIONS
11. TRAVEL REQUIREMENTS
12. PROJECT COST ANALYSIS & COST SUMMARY

Planning Milestones

Our plan is to organize R3 with an operational effective date of July 1, 2022.

Key dates in the agency formation and planning process are shown in table 1.

Table 1. Planning milestones for agency formation

Date	Milestone/Action
10/27/2021	Tricities MOU Signed
12/16/2021	First Planning Session w/Councilors
1/13/2022	Second Planning Session w/Councilors
1/25-26/2022	Formation ordinances adopted
3/1/2022	First Board Meeting
4/5/2022	Second Board Meeting
5/3/2022	Third Board Meeting
6/7/2022	Fourth Board Meeting
7/1/2022	Begin Operations

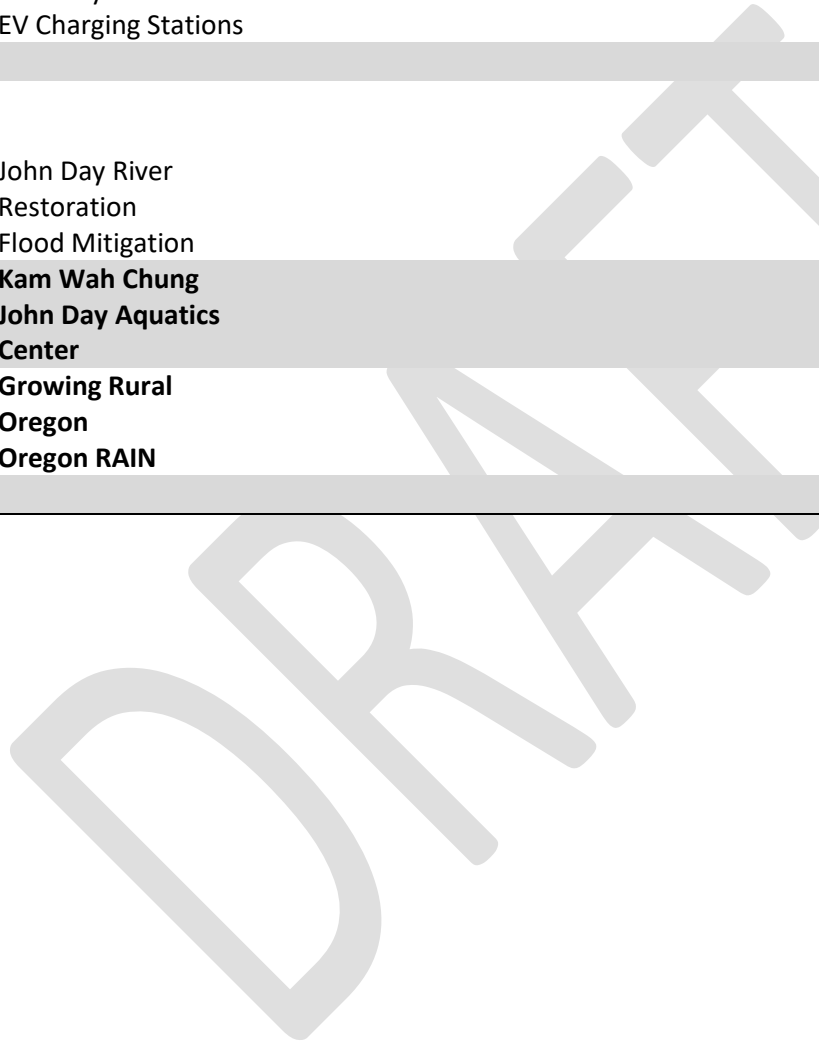
Capital Projects Portfolio

The initial projects in the infrastructure investment portfolio are shown in table 2. Several capital projects within the portfolio are already in development and are either partially or fully funded.

Table 2. Capital projects portfolio – Tricities funded projects are highlighted in **bold text**

Investment Category	John Day	Burns	Lakeview	Funding Programs
Planning & Development		Area Plan	Area Plan	Reconnecting Communities Planning grants Reconnecting Communities Capital Construction Grants
Housing	URA Management Ironwood Estates The Ridge Holmstrom Ranch	URA Management	URA Management	
Broadband	Middle Mile - Seneca to Burns EDA Community Broadband	Middle Mile - Burns to Lake Co. Fiber to the Home	Middle Mile - Lakeview to Harney Co. Fiber to the Home	Broadband Equity, Access and Deployment Program NTIA Middle Mile grants State Digital Equity Capacity Grant Program
Roads & Bridges	Innovation Gateway TSP Pavement Condition Assessment Pavement Maintenance Plan			RAISE Grant Healthy Streets Program Bridge Investment Program (BIP) Surface Transportation Block Grant (STBG) Secure Rural Schools (SRS)
Airports				Airport Improvement Program (AIP) "Groundside" competitive grant
Water			Water Treatment Facility	Small water storage and groundwater storage projects State revolving loan funds Contamination mitigation grants
Wastewater	Wastewater Treatment Plant Purple Pipe Distribution System			Clean Water State Revolving Loan Fund (CWSRF)

Renewable Energy	750 kWh Solar Array @ Innovation Gateway EV Charging Stations	Charging and fueling infrastructure grants Energy efficiency and Conservation Block Grants
Environment		Brownfields Restoration
Resilience	John Day River Restoration Flood Mitigation	Hazard Mitigation Grant Program (HMGP) STORM Act BRIC Flood Mitigation Assistance Grants
Recreation & Tourism	Kam Wah Chung John Day Aquatics Center	
Economic Development & Innovation	Growing Rural Oregon Oregon RAIN	
Motor Pool Resources		



DRAFT

Appendix I. Project Schedule – The Ridge

The project schedule for The Ridge is enclosed. MCD Services will be the project schedule manager and will periodically update this gant chart as milestones are achieved.

The Ridge PH 1 - Cottages

ID	Task Name	Duration	Start	Finish	% Compl	Predecessors	Successors	Finish Slack	Resource Names	2022												2023								
										Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	1 Predevelopment	91 days	Mon 8/23/21	Mon 12/27/21	62%			217 days																						
2	1.1 Status Project	25 days	Mon 8/23/21	Fri 9/24/21	10...		3SS+10 days	0 days	MCD																					
4	1.3 Topo - Phase 1	17 days	Mon 8/23/21	Tue 9/14/21	10...		5,15	0 days	Springer																					
3	1.2 Milestone Schedule	10 days	Mon 9/6/21	Fri 9/17/21	10...		2SS+10 days	0 days	MCD																					
5	1.4 PH 1 - Conceptual Street and Lot Layout Plan	10 days	Wed 9/15/21	Tue 9/28/21	50%	4	33	76 days	Sisul																					
6	1.5 Cottage Site Analysis	20 days	Tue 11/16/21	Mon 12/13/21	0%	10	33,7	22 days	Seder																					
7	1.6 Cost Estimate	10 days	Tue 12/14/21	Mon 12/27/21	0%	6		217 days	MCD																					
8	2 Project Financing	158 days	Mon 8/23/21	Wed 3/30/22	57%			30 days																						
9	2.1 DLDC Grant Processing	61 days	Mon 8/23/21	Mon 11/15/21	10...		10	0 days	DLDC																					
10	2.2 DLDC Grant Issued	0 days	Mon 11/15/21	Mon 11/15/21	10...	9	13,33,6	0 days	DLDC																					
13	2.5 Architect Contract	12 days	Tue 11/16/21	Wed 12/1/21	80%	10	33,32	15 days	John Day																					
12	2.4 Cottages Financing	30 days	Thu 1/13/22	Wed 2/23/22	0%	33	39	55 days																						
11	2.3 Horizontal/Sitework Financing	20 days	Thu 3/3/22	Wed 3/30/22	0%	27	30	0 days																						
14	3 Site Work Design / Permitting	125 days	Wed 9/15/21	Tue 3/8/22	0%			166 days																						
15	3.1 Site, Road, Grading Design	60 days	Wed 9/15/21	Tue 12/7/21	0%	4	16,24	0 days	Sisul																					
16	3.2 Review, Comment, Edit, Approve Site Design	10 days	Wed 12/8/21	Tue 12/21/21	0%	15	17	0 days	Team																					
17	3.3 Phase I Civil Design	25 days	Wed 12/22/21	Tue 1/25/22	0%	16	19,20,18	0 days	Sisul																					
18	3.4 1200C Permit	30 days	Wed 1/26/22	Tue 3/8/22	0%	17	29	15 days	Sisul																					
19	3.5 Update Budget	5 days	Wed 1/26/22	Tue 2/1/22	0%	17		191 days	MCD/Ridge																					
20	3.6 Submit Civil Design	1 day	Wed 1/26/22	Wed 1/26/22	0%	17	21	0 days	Sisul																					

Appendix J. Seder Architecture Veterans Villages Overview

The Veterans Villages in Baker and Union Counties were designed by Seder Architecture and Urban Design. These homes provided individual, cottage-style dwelling units using traditional construction methods. The Ridge will be modeled on this development but will include 3D home printing and multi-family developments. Details on the original Veterans Villages project are enclosed.



Veteran's Villages

PRESENTED/DEVELOPED BY:

GUST TSIATSOS

GCT LAND MANAGEMENT, INC.



Concept + Involvement

Veteran's Village will provide availability and access to safe, affordable housing for Veterans with homes set-aside for homeless, and low-income individuals.

Individual cottage-style tiny homes are set within a supportive community neighborhood atmosphere encouraging resident engagement, and featuring community amenities such as a dog park, gazebo, benches and common lawns.

The heart of the project is a single, comprehensive point of access to connect Veterans to supportive services, in addition to creating a gathering space for social interaction.

- + Address area's need for permanent housing for homeless low-income Veterans
- + Reimagine an underutilized property
- + Leverage city's Cottage Home Development ordinance to encourage affordability, innovation and variety in housing design and site development. Resourceful infill is likely available in most communities
- + Involve local government and community action partners, and service agencies as partners in shaping of project. Team Building!
- + Create unique "neighborhood" community for Veterans
- + Holistic approach to serving Veterans' overall well-being by providing on-site wrap around services
- + General Contractor serves as catalyst for project planning as well as Developer and funding/resource procurement and management
- + Create model that can be scalable and transferrable to other locales
- + Alignment with OHCS goals, and recipient of Veteran-specific NOFA grant





Vision to Transform



Project Overview



- + .83 acre site
- + Ten 1-bedroom permanent cottages of 480 sq.ft.
- + Community building for social engagement and access to wrap around services
- + Dog park / pet friendly
- + Gazebo, village green with outdoor seating and BBQ
- + Pole barn for storage and hobbies
- + Income restricted: 1 unit <30% AMI, 9 units < 50% AMI
- + Advisory Council to guide operations and offer tenant voice / perspective
- + Home construction exceeds minimum codes

Engagement with others with similar lived experience

Community + Building

Connection with VSO, local VA office and supportive service agencies and programs

TV Room, Kitchen and gathering space



Multi-use Area for social and special events

Resident Services Plan On-site wrap-around services

- + Case management
- + Connection to VA medical, behavioral and other resources
- + Self-sufficiency programs
- + Medical, health and wellness
- + Asset building activities including IDAs
- + Transportation
- + Food bank referrals
- + Legal aid information
- + HUD/VASH vouchers
- + Mental and behavioral health
- + Alcohol and drug prevention and treatment
- + Assessment of overall needs of Veterans including barriers to employment
- + Vocational rehabilitation, advocate with Veteran-friendly employers
- + Connection to education opportunities
- + And more ...



Cottage Home Highlights

- + Freestanding cottage-style homes to promote privacy
- + 1 bedroom / 1 bathroom – 480 sq.ft.
- + Covered front porch and sliding glass door to rear patio
- + Private fenced backyard
- + 9' ceilings and several windows
- + 3 ADA cottages with all homes visitable through rear patio
- + Furnished units
- + In-unit washer & dryer
- + Fireplace



PLAN PERSPECTIVE VIEW

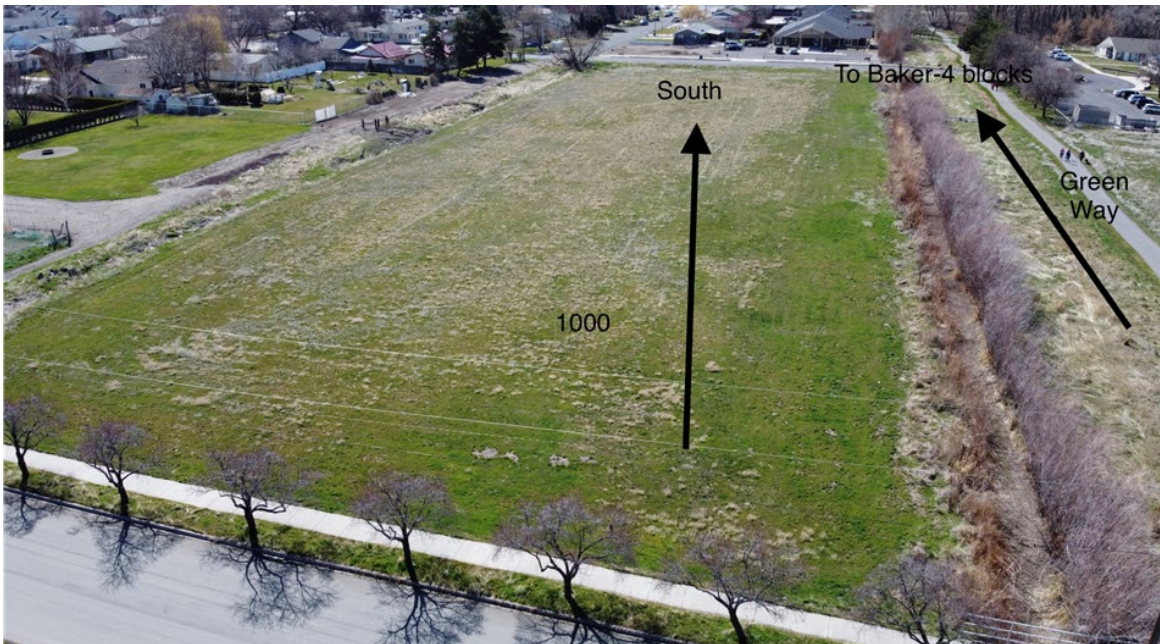
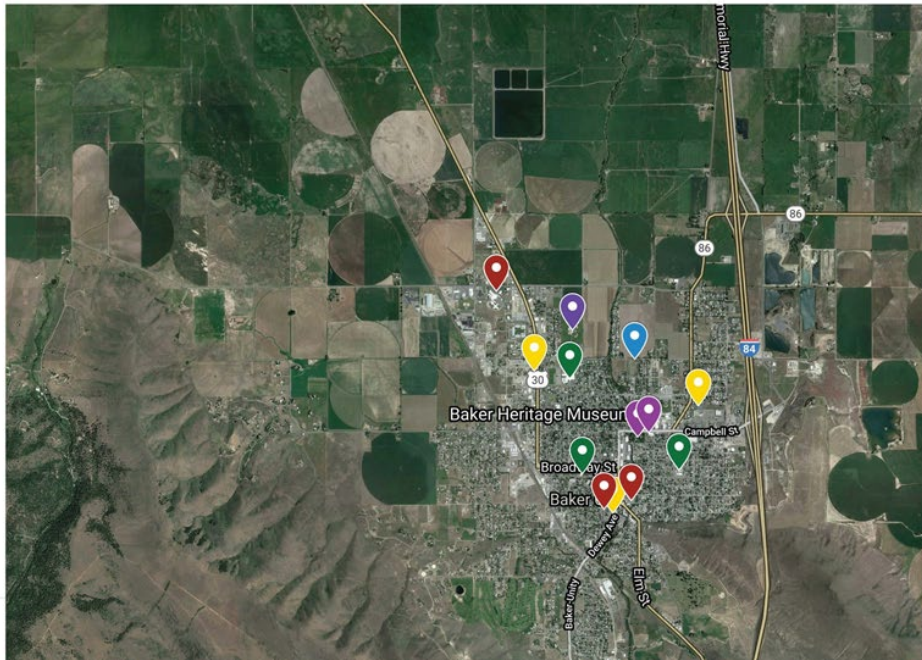


Construction Scope

- + Stick Frame and SIPS Construction
- + Project Timeline
- + Veteran crew
- + Energy efficient and Energy Trust of Oregon preliminary EPS modeled by 3rd party energy consultant
- + Efficiencies through experience lead to turnkey Cottage Construction Packages

Untitled layer

- Baker City Housing Project
- Employment Division
-
- Community Connection-Baker**
- Brooklyn Elementary School
- Baker Middle School
- Baker High School
- Baker Sports Complex
- Geiser Pollman Park
- Baker Heritage Museum
- National Historic Oregon Trail Interpretive Center**
- Human Services Department
-
- Baker City Police Department**
- Baker City Fire Department
- St Alphonsus



It Takes a Village . . . A Collaborative effort of Community Partners + Supportive Service Agencies



Northeast Oregon Housing Authority



UNION COUNTY
BOARD OF COMMISSIONERS

Community Connection of Northeast Oregon, Inc.



VSO of Union County & Baker County



Northeast Oregon Network



Veteran's Villages

Gust Tsiatsos

GCT Land Management, Inc.

541.962,9049

veteransvillageunioncounty@gmail.com



www.Veterans-Village.com

Appendix K. Alquist 3D HUD Housing Project Overview

Alquist 3D partners with Habitat for Humanity Peninsula & Greater Williamsburg to create first 3D-printed home to be owner occupied in the United States. On December 22nd, they delivered the keys to April Stringfield and her family.

For additional information, see: <https://www.alquist3d.com/habitat>



Figure 1. Completed perspective of the 3D printed HUD Home in Virginia



Figure 2. Zach Mannheimer, Alquist CEO, with the Stringfield family