



CITY OF DUNDEE CITY COUNCIL MEETING

801 N. Highway 99W, Dundee, OR 97115
City Hall Phone: (503) 538-3922 Website: www.DundeeCity.org

The Mission of City Government is to provide essential, quality public services in support of the livability, safety and viability of the Dundee community.

NOVEMBER 21, 2023, 7:00 PM

1. Open Regular City Council Meeting
 2. Amendments to the Agenda, if any
 3. Public Comment: Each speaker will be allowed up to 3 minutes to speak after being recognized by the Mayor. Councilors will generally not respond to comments except to ask clarifying questions. Council may direct concerns raised by the speaker to the City Administrator or place the issue of concern on the agenda for Council discussion.
 4. Consent Agenda: The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member (or a citizen through a Council member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Council members should so note before adoption of the Consent Agenda.

**At the time of packet preparation there were no consent agenda items.
 5. OLD Business:
 - 5.1 Update on 9th Street
Discussion
 6. New Business
 - 6.1 Oregon Tourism Commission Grant Approval Pages 3-30
Action Requested
 - 6.2 Resolution 2023-12, DURA and City IGA for Loan Payments Pages 31-42
Action Requested
 7. Council Concerns & Committee Reports
 8. Mayor's Report
 9. City Administrator Report
 10. Public Comment: Each speaker will be allowed up to 5 minutes to speak after being recognized by the Mayor. Councilors will generally not respond to comments except to ask clarifying questions.
 11. Adjourn
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Pending Business:

1. Public Works
 - 1.1 Water Management and Conservation Plan Update
 - 1.2 CIPP Improvement-First Year Completed/More in 2023
 - 1.3 Old Dundee Elementary School

2. Planning/Land Use
 - 2.1 Dundee Riverside District Code Amendment
 - 2.2 Exterior Lighting – Code Update/Street Light Standards
 - 2.3 Code Amendments – Land Use Procedures
 - 2.4 Pending Type II or Type III Land Use Applications
 - 2.5 Sander Estate Park Developer Agreement
 - 2.6 Psilocybin Ordinance

3. City Council
 - 3.1 Update SDC Methodologies
 - 3.2 Riparian Protection Regulation
 - 3.3 Storm Drain Master Plan Update

4. Parks & Trails
 - 4.1 WWTP Nature Park
 - 4.2 Riverside District Neighborhood Parks
 - 4.3 Restroom at tipsu palach Park
 - 4.4 Build out of tipsu palach Park

5. Next Available Ordinance & Resolution No's.
 - 5.1 Ordinance No. 585-2023
 - 5.2 Resolution No. 2023-13

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the Administrative Assistant at City Hall (503) 538-3922.

AGENDA REPORT

To: Mayor and City Council
From: Steve Dahl, City Administrator
Date: November 21, 2023
Reason: Competitive Tourism Grant

Background:

Every biennium the Oregon Tourism Department runs a competitive tourism grant program. This program is meant to encourage an improvement in a different aspect of tourism within the state. This aspect can be community livability, development of a market niche, or tourism infrastructure. This biennium the concentration is on increasing availability for tourism infrastructure to be more assessable and inclusive.

Adhering to the state goals, the City of Dundee Tourism committee approved the grant application for essential planning and feasibility studies to improve the walkability and accessibility of its downtown core, and to identify parking and transportation solutions that will elevate Dundee's visitor experience.

The grant is for \$70,000 with a \$31,800 match. The tourism budget has the \$31,800 in reserves to be used for this project. Although we will most likely not spend all it it by the end of the fiscal year.

Motion: I move to approve the Competitive Tourism Grant from the Oregon Department of Tourism for \$70,000.

Grant No. 098-1023GR
\$70,000.00

GRANT AGREEMENT

This Grant Agreement (“**Grant Agreement**” or “**Agreement**”), dated as of November 15, 2023 the “**Effective Date**”), is entered into by and between City of Dundee (“**Recipient**”), and the **STATE OF OREGON**, acting by and through the **OREGON TOURISM COMMISSION** (“**Grantor**”).

RECITALS

A. Pursuant to ORS 284.138, Grantor administers a biennial matching grants program (the “**Program**”) under which Grantor helps develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry.

B. In response to Grantor’s Request for Program Grant Applications dated September 15, 2023, Recipient submitted an application for a Program grant to assist Recipient’s implementation of the project described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Project**”).

C. Grantor selected the Project for grant funding.

D. Grantor and Recipient now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor’s grant funding to Recipient for the Project.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1 GRANT GENERALLY

Section 1.1 **Project Cost; Grant Funds.** The total estimated Project cost is \$101,800.00. On the terms and conditions of this Agreement, Grantor shall provide Recipient grant funds in an amount not to exceed \$70,000.00 (the “**Grant Funds**”). Recipient will be responsible for all Project costs not covered by the Grant Funds.

Section 1.2 **Use of Grant Funds; Eligible Costs.**

1.2.1 **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless Grantor approved such changes by amendment pursuant to Section 6.7.

1.2.2 **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“**Eligible Costs**”). Grantor will reimburse only Eligible Costs incurred after the Effective Date and only to the extent the Eligible Costs are within the line item limits of the “Sources and Uses of Funding Budget” set forth in **Exhibit B** (the “**Budget**”), attached hereto and incorporated herein by this reference; provided, however, that Recipient may transfer Grant Funds from one Budget line item to another so long as no line item amount changes by more than 10 percent.

- (a) Eligible Costs are actual costs of Recipient to the extent those costs are:
 - (A) reasonable, necessary and directly used for the Project; and
 - (B) eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

- (b) Eligible Costs do NOT include:
 - (A) Costs of staff or consultant salaries, wages, mileage, or associated fees that are already budgeted to execute a particular area of work within an entity.
 - (B) payments made to related parties as described in Section 6.13;
 - (C) loans or grants to be made to third parties;
 - (D) any expenditures incurred before the Effective Date or after the Project Completion Deadline; or
 - (E) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by Grantor by amendment of this Agreement.

Section 1.3 **Disbursement of Grant Proceeds.** The proceeds of the Grant shall be held in a grant account and shall be disbursed to Recipient in accordance with the terms and conditions set forth in this Section 1.3.

1.3.1 **Initial Disbursement.** Subject to Section 1.3.4, Grant awards shall be disbursed at a rate of 50% of the total Grant Funds in a single payment. Grantor will disburse funds to Recipient within 30 days after Grantor’s receipt and approval of an initial disbursement request from Recipient, in form and substance satisfactory to Grantor. Disbursement requests must include the date, grant number, project name, amount of previously-disbursed Grant Funds, amount of Grant Funds requested and balance of Grant Funds remaining for future requests.

1.3.2 **Subsequent Disbursements.** Subject to Section 1.3.4, Grantor shall disburse additional Grant Funds totaling not more than 90% of total grant to Recipient on an Eligible Cost reimbursement basis within 30 days after Grantor’s receipt and approval of a disbursement request, in form and substance satisfactory to Grantor as indicated in section 1.3.1 above, and identifying the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The first such disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by the initial disbursement of Grant Funds under Section 1.3.1. Recipient may submit disbursement requests under this Section 1.3.2 no more frequently than monthly. The final 10% of Grant Funds will be disbursed only after the Project is completed to Grantor’s sole satisfaction. To

receive final disbursement, Recipient must identify the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The final disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by all previous disbursement of Grant Funds under Section 1.3.1.

1.3.3 Continuing Accuracy of Representations and Warranties. Recipient's submission of a disbursement request constitutes Recipient's affirmation that all of Recipient's representations and warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the disbursement request.

1.3.4 Conditions to Disbursement. The disbursement of Grant proceeds is subject to the following conditions:

- (a) No Event of Default shall have occurred and be continuing and no event shall have occurred that, with the giving of notice or passage of time or both, would become an Event of Default;
- (b) Each of Recipient's representations and warranties set forth in Article 2 shall be true and correct in all material respects as if made on and as of the date of such disbursement; and
- (c) Grantor has received sufficient funding, appropriations and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Grantor in the reasonable exercise of its administrative discretion, to permit Grantor to make the disbursement; and
- (d) Grantor has received from Recipient an executed Form W-9 and such other documentation as Grantor may require to enable disbursement under this Agreement;
- (e) Recipient has received, and will make available to Grantor upon request, a certificate of insurance or other documentation evidencing the insurance required by Section 3.8, issued by an insurance company licensed to provide such insurance in the State of Oregon and otherwise reasonably acceptable to Grantor; and
- (f) Grantor has received the disbursement request no later than 30 days after the effective date of the Agreement.

ARTICLE 2 RECIPIENT'S REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to Grantor as follows:

Section 2.1 Existence and Power; Authority. Recipient is an eligible entity, defined as a not-for-profit, local government or federally recognized Tribe, duly organized, validly existing and in good standing under the laws of the State of Oregon. Recipient has (a) full power and authority to carry on its business as now being conducted and as Recipient contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement

and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the “**Grant Documents**”) and to incur and perform its obligations hereunder and thereunder. The execution and performance by Recipient of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Recipient. This Grant Agreement and the other Grant Documents have been duly executed by Recipient and will constitute legal, valid and binding obligations of Recipient, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

Section 2.2 **No Violations or Default.** Recipient is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Recipient notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Recipient or the Project that constitutes an Event of Default or an event which, with the giving of notice or passage of time, or both, would become an Event of Default.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Recipient’s knowledge, no investigation) is pending against Recipient or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Recipient, the Project or the power of Recipient to complete the Project or (b) that purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 **Compliance With Laws.** Recipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

ARTICLE 3 COVENANTS

Until completion of the Project or as otherwise indicated, Recipient covenants and agrees as follows:

Section 3.1 **Completion of Project.** Recipient shall complete the Project no later than April 14, 2025 (the “**Project Completion Deadline**”) and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Recipient shall repay to Grantor any Grant Funds remaining in Recipient’s possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement. Recipient shall implement the Project in an expeditious and continuous manner and in accordance with all the requirements of the Grant Documents.

Section 3.2 **Maintenance of Business and Licenses.** Recipient will remain an Oregon-based business, not-for-profit, local government, port district or federally recognized Tribe, validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 3.3 **Compliance with Laws and Use Restrictions.** Recipient will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Recipient or the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 **Other Obligations.** Recipient will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Recipient in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Recipient.

3.4.1 **Grantor Recognition.** Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Travel Oregon's logo along with the acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Travel Oregon will work with grant recipient to ensure proper usage and placement of the Travel Oregon logo.

Section 3.5 **Indemnity.** Recipient shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) that any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Recipient in any Grant Document, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Recipient, or its employees, agents, contractors, or subgrantees related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 **Records and Inspection.** Recipient shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, separate books of account and records on the use of all Grant proceeds and Other Financing. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. Recipient will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor and the expenditure of Other Financing. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 **Audits and Financial Reviews.** Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project Completion Deadline. Audits will be conducted in accordance with generally accepted auditing standards. If an audit or financial review finds that payments to Recipient were in excess of the amount to which Recipient was entitled, then Recipient shall repay that amount to

Grantor. In the event of such audit or financial review, Recipient agrees to provide the designated auditor or reviewer with reasonable access to Recipient's employees and make all such financial, performance and compliance records available to the auditor. This Section 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.8 **Workers' Compensation Insurance.** Recipient shall carry Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

Section 3.9 **Recycled Products.** To the maximum extent economically feasible, Recipient shall use good faith efforts to use recycled products in connection with its implementation of the Project.

Section 3.10 **Other Financing.** In addition to the Grant, Recipient shall, from its own resources or from third parties, obtain other financing for the Project as set forth in the Budget (the "Other Financing").

ARTICLE 4 EVENTS OF DEFAULT

Any of the following shall constitute an Event of Default under this Grant Agreement:

Section 4.1 Failure to Pay Debts When Due.

4.1.1 **Generally.** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

4.1.2 **Involuntary Proceedings.** A proceeding or case is commenced against Recipient, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Recipient, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Recipient or for all or a substantial part of its assets, or (iii) relief is granted to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Recipient is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

Section 4.2 **Failure to Disclose Material Facts.** Recipient makes any material misstatement of, or omits to disclose to Grantor, any fact material to the making of the Grant, the

progress toward completion of the Project, obtaining Other Financing for the Project, or a disbursement of Grant Funds to Recipient, or upon discovery by Grantor of any such misrepresentation or omission.

Section 4.3 **Failure to Pay Amounts Due.** Recipient fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Recipient fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Recipient by this Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Recipient. This includes Recipient obligations for reporting to Grantor.

Section 4.5 **Discontinued Project.** Work on the Project is discontinued or prohibited for 30 or more consecutive days or the Project is abandoned.

Section 4.6 **Failure to Diligently Pursue the Project.** Recipient fails to diligently pursue the Project to completion by the Project Completion Deadline in accord with the timeline set forth in Exhibit A or fails to obtain Other Financing sufficient to complete the Project.

ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Recipient) and other charges payable by Recipient pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Recipient shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination.** Grantor may, by and effective upon written notice to Recipient, terminate this Agreement or Grantor's obligation to disburse additional Grant Funds to Recipient.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Recipient shall entitle Recipient to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, to the extent permitted by law the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding. For purposes of this paragraph, reasonable attorneys' fees cannot exceed the rate charged to Grantor by its attorneys, including the Oregon Department of Justice.

ARTICLE 6 GENERAL

Section 6.1 **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, all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to the parties as follows:

If to Recipient: Name: City of Dundee
 Attn: Steve Dahl
 Address: PO Box 220 620 SW 5th Street
 Dundee, OR 97115
 Telephone: 503-538-3922
 Email: steve.dahl@dundeecity.org

If to Grantor: Oregon Tourism Commission
 Attn: Grants Program Manager
 Address: 319 SW Washington Street, Suite 700
 Portland, OR 97204
 Telephone: (971) 717-6205
 Email: grants@traveloregon.com

Section 6.4 **Successors and Assigns.** Recipient may not assign this Grant Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 **Subgrants.** Recipient may not subgrant any portion of the Grant without the prior written consent of Grantor. Notwithstanding an approved subgrant, Recipient shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Project by the Project Completion Deadline. Recipient shall enter into a written agreement with each permitted subgrantee that describes the permitted use of the subgranted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements and auditing requirements set forth in Sections 3.6 and 3.7, as necessary to permit Recipient to satisfy its record keeping and reporting requirements and auditing requirements under this Grant Agreement.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

6.6.1 **Federal Forum.** Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.7 **Amendments; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Recipient and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant 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.

Section 6.9 **Exhibits.** The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 **Time of Essence.** Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Grant 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.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 6.13 **Conflicts of Interest.** While Recipient may enter into agreements with contractors, vendors, and other providers of goods and services (collectively, “**subagreements**”) for performance of the Project, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, board member, trustee, or agent of the Recipient (“**Recipient Person**”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

GRANTOR:

RECIPIENT:

STATE OF OREGON acting by and through
the **OREGON TOURISM COMMISSION**

City of Dundee

By: _____

By: _____

Name: Susan Bladholm

Name: Steve Dahl

Title: Chief Administrative Officer

Title: _____

EXHIBIT A

Project Description

SCOPE OF PROJECT

Recipient shall complete the following work as part of the Project:

Describe the project for which funding is requested.

Travel Dundee (The City of Dundee's Tourism Committee) requests funding for essential planning and feasibility studies to improve the walkability and accessibility of its downtown core, and to identify parking and transportation solutions that will elevate Dundee's visitor experience.

Visitors to Dundee and the Dundee Hills AVA are drawn to world-class wine tasting experiences in its downtown core and in the adjacent Dundee Hills. But, until recently the lack of a walkable and accessible downtown has dampened the tourism experience and caused Dundee to miss out on tourism revenues of overnight guests, and the activation that occurs when visitors stay overnight and frequent more businesses and local recreation.

Walkability and accessibility have had a great start in Dundee. The Dundee Bypass completed in 2018 has relieved stifling traffic jams, and dramatic street, pedestrian, and accessibility improvements completed in 2022 have positioned Dundee to take its place as a high-end, walkable wine tourism destination.

Travel Dundee, an active group of citizens and business owners, working with City staff, have brought resources, energy, and investments to increase Dundee's tourism capacity and ensure Dundee's growth embraces walkability, accessibility, and inclusion -- with the goal of a vibrant, and highly accessible community in mind. Through grants funded by Travel Oregon, the Wine License Plate fund, and other sources, the City of Dundee has completed a new, accessible City Park (tipsu Palatch); created a "Third Thursdays" art walk series: "Vino and Vibes" to celebrate the newly walkable downtown; and is implementing a strategic planning process to elevate the experience of visiting Dundee to match the exceptional quality of Dundee's world-class wines.

Although progress has been made, there remain challenges toward making Dundee fully walkable and accessible. While investment in Oregon's Wine Country has grown, the capacity of our small rural town to keep up has been modest. The lack of wayfinding signage, gaps in pathways and limited pedestrian and bicycle connectivity from Main Street to wineries, trails and other nearby outdoor recreation destinations, and barriers to accessibility still exist. Further, the City seeks to implement progressive walkability and parking solutions, to enhance the lives of citizens and elevate the experiences of visitors, and position Dundee to excel in this next phase of its growth.

This project builds on the work and enthusiasm of Travel Dundee, while incorporating expert analysis to inform next steps. The studies will be administered by the City with active participation by Travel Dundee to identify the goals, review and contextualize results, and ultimately, to lay out a road map to unite the community behind improvements.

These studies will strengthen projects already underway, and will be a springboard towards excellence, as Dundee elevates its accessible and inclusive tourism experience.

Describe the need for your project and how it strengthens the community you work within.

The City of Dundee's location in the heart of Oregon Wine Country and less than an hour from the Oregon Coast, with its world-class wineries and increasingly vibrant downtown featuring tasting rooms and restaurants, position it well to attract visitors.

In recent years, the City of Dundee along with the Oregon Department of Transportation have invested millions of dollars to make Dundee a more walkable city. New sidewalks with new, attractive streetlamps run the length of our Main Street (Highway 99), and accessible curb cuts, invite visitors to enjoyable explorations as they stroll through town.

Travel Dundee has highlighted the new walkability improvements and investments with a successful Third Thursday art walk, a new city park at the south entrance to downtown, and other marketing initiatives. But even as the community celebrates these improvements, noticeable gaps remain in the walkability and accessibility on Main Street and the City lacks easily developable connections between downtown and popular walking paths, trails, and nearby parks. The accessibility audit will identify priority walkability and accessibility opportunities, including a wayfinding and signage review.

The City experiences regular spikes of high demand parking with little infrastructure or planning to address these spikes. Parking is crucial to address as tourism to downtown and the need for parking increases. Safe and accessible parking is also an essential component of a highly walkability and accessible City. Opinions and emotions can run high when discusses parking changes, needs, and strategy. Engaging an expert firm to conduct a parking study will bring valuable analysis and problem-solving with an objective tone and will complement the walkability and accessibility audit to inform overall strategy. Travel Dundee is excited to include strategy for forward-looking rapid charging stations in the analysis, as Dundee is an ideal, central location as a stopover on the way from Portland to the coast, while visitors enjoy mid-day meals and local businesses.

Describe how your organization would use these grant funds.

The funds will go toward engaging expert analysts to lead the City in two studies: walkability and accessibility; and parking. These studies will be the foundation of an action plan with priority initiatives for the City to pursue and will include potential funding sources for these future initiatives.

In preparation for this project, the City of Dundee has reached out to the Portland-based Planning Firm Lelan Consulting, and firms Fehr and Peers and Rick Williams to discuss the structure and pricing for the desired studies.

Each study will include in-depth research, discussions with stakeholders, onsite analysis, and a full report with conclusions and recommended action items.

If you selected one or more of the four Travel Oregon biennial strategic priorities, please describe how your project aligns with/addresses the selected objective(s).

This project aligns with:

Strategy 1, “to reduce high visitation pressures and increase community livability by investing in the development of niche tourism products with growing visitor demand...”. The investment in these studies is an investment in a rural travel destination and will help to alleviate pressures on high visitation areas by emphasizing rural Oregon. Further, the project focuses on areas with growing visitor demand: culinary (food and wine downtown Dundee) and agritourism (wine country).

Strategy 2, “expanding opportunities for residents and tourism stakeholders to actively engage and collaborate in destination management processes.” This project originated with Travel Dundee, the City’s tourism committee made up of local residents and businesses. The selection and engagement of the firm will include Travel Dundee committee members, with community engagement throughout both research scopes.

Strategy 4, “Support the development of new and existing tourism-related facilities and products (e.g., visitor experiences, attractions, and public spaces) to better serve historically and currently underserved and under-resourced communities.” This project is focused on improving access to all visitors, particularly those with disabilities or other mobility and accessibility challenges who have traditionally been underserved in the wine tourism space. Further, strategic walkability and accessibility improvements stand to benefit every community member and visitor, but particularly those who have been traditionally underserved due to mobility, income, or discrimination. Removing barriers opens up the enjoyment of Oregon Wine Country to more people.

Describe how your project ensures accessibility and inclusion for the selected impacted communities.

The City of Dundee recognizes that sidewalks, parks, and connecting pathways are essential community assets that should be universally available to all people. The impetus of this project is to improve the walkability and accessibility for all residents and visitors to Dundee, and importantly, to identify accessibility improvements to better serve visitors with physical disabilities or visual impairments.

The City will contract with an expert firm or firms to conduct a thorough accessibility assessment. When evaluating the firm for selection, we will emphasize the importance of equity, inclusion, and accessibility in the planning process and in the resultant study and proposed initiatives. We will evaluate their commitment to listening to the community, prioritizing inclusion, and valuing diverse perspectives. We will evaluate their experience with ADA compliance and Universal Design.

Throughout the project, the City of Dundee and Travel Dundee volunteers will help to ensure the project remains true to its mission of improving accessibility. This project will ensure accessibility and inclusion for the impacted community because it will have analyzed the community, highlighted the areas of concern that stop people with special needs from attending events and visiting sites where they can be an active part of the community. It will also create a checklist of projects that the city and

community can work on to better include people with disabilities. Finally, it will open up a new market for the city's wineries and event spaces.

Was this project identified as an area of focus as the result of an assessment or planning process?

The City of Dundee's Transportation Plan focuses heavily on walking and biking needs, particularly considering the now-completed Highway 99 bypass that diverts non-local traffic off Main Street; improvements to the road and sidewalks; population and employment growth; and the future trail system -- all of which will contribute to increased pedestrian activity.

The Chehalem Parks and Recreation District (CPRD) Strategic Plan details the envisioned Chehalem Heritage Trail (CHT), a 50+ mile trail system which will connect Newberg to Dundee completely traversable by pedestrians and bicyclists for the first time, thus providing much-needed connections for work, commerce, and recreation, as well as improving safety and emergency access.

This project is a community-driven and community-supported effort, originating from Travel Dundee's ongoing efforts to increase the walkability, accessibility and appeal of downtown Dundee. This project will build on a series of efforts lead by Travel Dundee including securing funding through Travel Oregon for the new, downtown, tipsu Palach Park; a strategic planning initiative, and a series of art walks downtown; as well as additional funds through Oregon State Parks and the Land and Water Conservation Fund for tipsu Palach Park.

How will you measure the success of your project?

Our short-term success will be defined by:

- Selection of a qualified firm or firms contracted to conduct the studies (will identify the top 3, then select)
- Participation of Travel Dundee and other community stakeholders in the process of selection (at least 6 members evaluate/select)
- At least 10 stakeholder interviews for each study as part of the assessment
- Two draft reports should be complete by August (walkability and accessibility; and traffic)
- Prioritized list of initiatives with actionable next steps, budget estimates, and potential funding sources.

Our long-terms success will be defined by

- Two complete reports (walkability and accessibility; and Traffic) with actionable priorities, with progress on at least two initiatives by April 30, 2025.
- Increased number of walkers downtown Dundee by 5%
- Increased number of visitors in wheelchairs by 2%
- Increased overnight stays in Dundee by 2% (measured by hotel software)
- Increased retail sales in Dundee by 2%
- Some measurements will be identified through the research and goal setting process.

Travel Dundee – Walkability, Accessibility and Parking Study and Plans

Project Timeline

Date	Deliverable/Task	Measure of Success
11/15/23	Work can begin: Travel Dundee’s subcommittee for implementation will meet to commence work.	Subcommittee members form and establish meeting schedule
11/22/23	Contract to Trave Oregon Due	Signed contract delivered to Travel Oregon
12/15/23	Subcommittee meets to establish plan for soliciting at least three submissions for contractors to provide walkability, accessibility, and parking studies.	Process for hiring an experienced facilitator outlined; solicit 3 options; participation from at least 5 Travel Dundee members
1/15/24	Review and select experts for studies, emphasis on accessibility and inclusion.	Collect 3 submissions; select 1 top choice
1/30/24	Hire expert(s) to lead studies.	Signed contract between the City of Dundee and facilitator
2/05/24	Kick off meeting between City, Travel Dundee and expert: work with expert to assist with any needed information	Regular meetings with expert to ensure timeline is on track (meeting minutes)
45 days	Support experts as they gather information for study – check-in every other week.	Progress reports from expert contractor.
4/15/24	First review of studies – meeting for feedback and questions.	First draft of study, written feedback/discussion documentation
6/15/24	Final draft of studies	Final reports
7/30/24	Convene committee to focus on next steps: implementation of the initiatives	
8/15/24	Mid-Project Report due to Travel Oregon, subcommittee along with the City will prepare report.	Report submitted to Travel Oregon
9/01/24 – 2/28/25	Continue to meet in committee to source funding for initiatives identified in the report and to implement strategies accordingly.	Committee session process notes and accomplishments
3/01/25	Internal report on overall project, accomplishments, and next steps with Committee and community stakeholders	At least 12 people in attendance.
4/15/25	Project Complete, conclude all grant funded activities. Review action plan for continued implementation of initiatives.	Reports to Council, Report to Travel Oregon and other stakeholders
4/30/25	Grant Accomplishment Report Submitted to Travel Oregon	Grant Implementation Complete and Report Submitted

REPORTING REQUIREMENTS

Mid-Project Report Due August 15, 2024

The Mid-Project Report requires an update on the status of the project and a current project budget to be submitted to Travel Oregon nine months after award notification.

Grant Accomplishment Report and Final Budget Due April 30, 2025

Project must be completed, and Grant Accomplishment Report submitted to Travel Oregon. The final budget along with copies of detailed project expenses (receipts) must be uploaded as part of the report. No further reimbursement will be provided after submission of the report.

EXHIBIT B
Sources and Uses of Funding Budget

Travel Dundee (City of Dundee)					
INCOME - SOURCES					
		BUDGET		ACTUAL	
		Cash	In-Kind	Cash	In-Kind
<i>Grant Request (place in "Cash" column)</i>		\$70,000.00			
OTHER INCOME					
	City of Dundee contribution toward studies	\$30,000.00			
	Community meeting space		\$1,800.00		
	SUB TOTAL INCOME	\$100,000.00	\$1,800.00	\$0.00	\$0.00
	TOTAL INCOME	\$101,800.00		\$0.00	
EXPENSES - USES					
		BUDGET		ACTUAL	
		Cash	In-Kind	Cash	In-Kind
LINE ITEM					
1	Walkability and Accessibility Audit (focus on Highway 99 (Main Street), connectivity to parks, and tourist destinations, based on research and quote from Fehr and Peers firm that conducts Walkability studies.	\$45,000.00			
2	Parking study for downtown Dundee, a high visitation area, based on research and quotes from Fehr and Peers and Rick Williams firms that provide parking studies.	\$55,000.00			
3	Community meeting room space \$300 per session x 6 sessions		\$1,800.00		
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
	SUB TOTAL EXPENSES	\$100,000.00	\$1,800.00	\$0.00	\$0.00
	TOTAL EXPENSES	\$101,800.00		\$0.00	

Check: Sub Total Income-Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Check: Total Income-Expenses	\$0.00		\$0.00	
	Balanced - great!		Balanced - great!	



**TRAVEL OREGON COMPETITIVE GRANTS
2023-2025 GUIDELINES**

I. PROGRAM INTENT

TRAVEL OREGON'S MISSION AND GRANTS PROGRAM OUTLINE

The mission of Travel Oregon is to inspire travel that uplifts Oregon communities. Collaborating with stakeholders and partners to align as stewards of Oregon, we work to optimize economic opportunity, advance equity and respect the ecosystems, cultures and places that make Oregon...Oregon. Travel Oregon has established a program to grant awards “to eligible applicants for projects that contribute to the development and improvement of communities throughout the state by means of the enhancement, expansion and promotion of the visitor industry.”

Travel Oregon's [10-Year Strategic Vision](#) holds four objectives:

- Oregon's tourism economy is flourishing.
- Oregon is striving to be a place of equity.
- Oregon delivers remarkable experiences.
- Oregon respects its natural environments.

Each of the interconnected objectives are supported by priority strategies to help bring Travel Oregon's mission to life. The 2023-2025 Competitive Grants Program is designed to address the following strategic priorities that are part of [Travel Oregon's 2023-2025 Biennial Plan](#):

1. Reduce high visitation pressures and increase community livability by investing in the development of niche tourism product that is based on growing visitor demand and Oregon's competitive advantage (e.g., outdoor recreation, culinary, agritourism, arts and culture).
2. Expand opportunities for residents and tourism stakeholders to actively engage and collaborate in destination management processes.
3. Align and support communications across the tourism industry to improve visitor behaviors and experiences with timely information, responsible recreation practices and respect for all communities.
4. Support the development of new and existing tourism-related facilities and products (e.g., visitor experiences, attractions, and public spaces) to better serve historically and currently underserved and under-resourced communities.

Moving in alignment with the objectives and strategic priorities, the 2023-2025 Competitive Grants Program will center funding around accessibility and inclusivity. Communities that are underserved and under-resourced, including people with disabilities, BIPOC, Oregon's nine federally recognized tribes and LBGTQIA+ communities are encompassed in this focus. Grant funds are intended to support projects that align with Travel Oregon's vision: Oregon is a welcoming destination where tourism drives economic prosperity, benefits the natural environment and celebrates rich, diverse cultures.

Eligible entities must choose between two project categories: *Enhancement and/or expansion of tourism infrastructure to be more accessible/inclusive* or *Accessible/inclusive tourism promotion*. Only one option may be requested and only one application may be submitted per entity.

The applicant will also need to show how their specific project ties back to at least one of the four strategic priorities outlined above.

Total funding available for the 2023-2025 Competitive Grants program is \$3.5 million. Of that total, \$500,000 will be dedicated to accessible/inclusive tourism promotion projects. Requests between \$20,000 to \$100,000 will be accepted. No cash match is required. Applications that show additional funds provided through cash or in-kind contributions may be given preference. Projects must be completed by April 14, 2025.

INVOLVING YOUR REGIONAL DESTINATION MANAGEMENT ORGANIZATION (RDMO)

Travel Oregon has identified seven (7) regions within the state through the Regional Cooperative Tourism Program.¹ Each region of the state is represented by a Regional Destination Management Organization (RDMO)².

In order to receive access to the online grant application, applicants must submit a project idea form (letter of intent) that will be shared with their RDMO. Once the form is submitted and reviewed by Travel Oregon, applicants will be provided with a confirmation email to access the grant application. Please note: Review of the letter of intent will occur based on the order received and may take up to 14 days for a response.

Applicants whose application varies substantially from the letter of intent form that has been approved, will be ineligible to receive funding.

Applicants are encouraged to discuss their project idea with their RDMO prior to completing the grant application. RDMOs will **not** write letters of support for applicants, but RDMOs may provide feedback to Travel Oregon for the grant review committee after reviewing the letter of intent form.

Applicants are strongly encouraged to reach out to their local Destination Management Organization (DMO)³ about the grant project idea and request letters of support to enhance their overall application.

II. ELIGIBILITY

ENTITY ELIGIBILITY

Eligible applicants include those listed below that are *doing business* in Oregon and must be able to demonstrate direct work in support of improving the economic impacts of Oregon's travel and tourism industry:

- Local government
- Port districts
- Federally recognized tribes
- Non-profit entities registered with the Oregon Secretary of State's Office

¹ Read more about the Regional Cooperative Tourism Program, including the marketing plans for each region, Industry.TravelOregon.com/RCTP

² For more information about RDMOs, visit Industry.TravelOregon.com/RDMO

³ For more information about DMOs, visit industry.traveloregon.com/industry-resources/destination-marketing-resources/destination-marketing-organizations/

PROJECT ELIGIBILITY

Eligible projects must clearly show alignment to tourism infrastructure that is accessible/inclusive or accessible/inclusive tourism promotion. Though not a comprehensive list of eligible projects, the projects listed below are preferred for funding. Project categories include:

1) Enhancement and/or expansion of tourism infrastructure to be more accessible/inclusive.

Eligible projects include:

- Access point improvements to recreational activities.
- Removal or mitigation of physical barriers and/or obstacles for visitors with mobility or sensory restrictions.
- Improvements to structures, pathways, gates and doorways at tourism-related facilities.
- Multi-language interpretive signage or wayfinding.
- Development of culturally relevant programming, products and/or materials to support placemaking for communities that are underserved and under-resourced.
- Parking/transportation strategies and solutions in areas of high visitation.
- Accessibility and walkability audits.
- Assistive technology infrastructure (including adaptive devices) that service a variety of needs to enhance the visitor experience.
- Planning/feasibility studies for tourism-related facilities (includes attractions, public spaces, visitor experiences).

2) Accessible/inclusive tourism promotion.

Eligible projects include:

- Print/broadcast advertising.
- Digital advertising, including social media and search.
- Content development that supports accessible tourism marketing, including photography and video.
- Familiarization tour support focused on people living with disabilities, communities that are underserved and under-resourced, including BIPOC, Oregon's nine-federally recognized tribes and LGBTQIA+.
- Promotion of guided experiences focused on people with disabilities, under-resourced or under-served communities, including BIPOC, Oregon's nine-federally recognized tribes and LGBTQIA+.

INELIGIBLE PROJECTS AND ACTIVITIES

The following activities are **not** eligible for grants:

- Mobile app development
- Deferred, regular or ongoing maintenance and upkeep
- Cannabis or tobacco tourism-related projects
- Recreational trail construction (with the exception of access improvements of the entrance to a trailhead)
- Restroom construction or improvements

III. FUNDING

REQUESTS FOR FUNDING

No match is required for any funding request. Applications that show additional funds provided through cash or in-kind contributions may be given preference. Requests for funding must range from \$20,000-\$100,000.

IV. DEVELOPING A STRONG APPLICATION

Applicant shows a clear connection to how project is aligned with at least one of the four strategic priorities in the Program Intent section on page 1 of these guidelines.

For accessible/inclusive marketing projects, applicant details what factors are guiding their advertising decisions (demographics/census/audience data). For example: [Here are some of the DEI insights and key performance indicators that Travel Oregon uses.](#)

Applicant shows community/stakeholder engagement/support through narrative answers, supplemental uploads and/or the project budget.

Applicant includes bids for work or proposals from contractors that show the work can be completed in the timeline of the grant (prior to April 14, 2025).

V. REVIEW OF APPLICATIONS; DECISION TO AWARD

All applicants must submit a letter of intent form between 8 a.m. PDT on July 13, 2023 and 5 p.m. PDT on Aug. 18, 2023. Review and approval of the letter of intent will be based upon the order received (submission date). Applicants should plan to have a response to their letter of intent within 14 days from the date of submission. All potential applicants need to submit a letter of intent form by the 5 p.m. PDT deadline on Aug. 18, 2023.

Once the letter of intent has been approved, applicants will be provided access to the online application. Deadline to complete the online application is 5 p.m. on Sept. 15, 2023. No applications or materials will be accepted after the 5 p.m. PDT deadline. Award decisions will be announced by Nov. 15, 2023 via email.

Projects are intended to contribute to the development and improvement of communities throughout the state by means of the enhancement, expansion and promotion of the visitor industry. Applications will be reviewed and decisions to award will be made based on the following:

- Demonstrates an immediate need for the project that is recognized by the community/stakeholders.
- Demonstrates the ability to complete the project in the required timeline (by April 14, 2025).
- Demonstrates that applicant and project meet the eligibility requirements of Section II and Section III and that the application is complete and contains all information required by these grant guidelines.
- Preference given to projects that are identified as an area of focus as the result of an assessment or planning process.
- Preference given to those projects that are listed as eligible projects on page 2 of the grant guidelines.
- Preference given to projects that are part of the rebuilding efforts of communities that have been impacted by wildfire.
- Preference given to entities with required permitting (if needed) secured.
- Applications that show additional funds provided through cash or in-kind contributions may be given preference.

Travel Oregon reserves the right to award grants in amounts totaling less than all funds available under the Competitive Grants Program, to award a different amount than is requested in a grant application, to make changes to the Grant Guidelines or to cancel the Competitive Grants Program in its entirety.

VI. GRANT CONTRACTS

Applicants who are awarded a grant will enter into a contract with Travel Oregon that includes agreements to comply with all guideline requirements and to complete the project as approved.

FUNDING USE/BUDGET AND TIMELINES

Projects will be monitored by Travel Oregon. Grant recipients shall maintain accurate records of how dollars are spent and must agree to provide Travel Oregon with access to these records in a timely manner, when requested. Grant recipients will be required to keep an ongoing, updated timeline and budget throughout the lifetime of the grant. Grant recipients are required to spend awarded funds by April 14, 2025. Any unspent funds will be returned to Travel Oregon.

TRAVEL OREGON RECOGNITION

In many areas of Oregon, a regional style guide has been developed for use by tourism businesses and destination marketers. Grant recipients are encouraged to adopt these guidelines in order to better align with other communication efforts. Travel Oregon may be available to consult on specific design needs.

Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Travel Oregon's logo along with the acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Travel Oregon will work with grant recipient to ensure proper usage and placement of the Travel Oregon logo.

Do not place Travel Oregon recognition on wayfinding signage, unless authorized by Travel Oregon to do so. Grant recipient must submit signage designs to Travel Oregon for review prior to production and placement.

PROJECT DESIGN

Grant recipient shall allow at least two weeks for Travel Oregon to review the project design and provide feedback (timing will depend on the complexity of the project). Grant recipient must cease further grant project design work until feedback from Travel Oregon has been delivered. While grant recipient is not required to make all recommended changes Travel Oregon may provide, recipient must adhere to all grant program requirements. Required recognition will be included in the grant recipient's contract or determined while working with grant recipient.

GRANT REPORTS

Required reports will be submitted through Travel Oregon's online grant management system.

Mid-Project Report

Recipients are required to provide an update on the status of their project and submit a current project budget to Travel Oregon nine months after award notification. The Mid-Project Report is due August 15, 2024.

Accomplishment Report and Final Budget

Recipients are required to complete a final Accomplishment Report. The final project budget along with copies of detailed project expenses (receipts) must be uploaded as part of the report. The Accomplishment Report is due by April 30, 2025.

GRANT FUNDS DISBURSEMENT

Any grant funds not used as approved shall be returned to Travel Oregon pursuant to the grant contract. Projects must be completed within the approved grant timeline. Following approval and execution of contract, an initial disbursement of

50% of the grant award will be sent to recipient. Recipients are eligible to receive up to 90 percent of the remaining awarded funds through a reimbursement system upon invoice and with documentation of expenses. These funds may only be used for costs related to the project and clearly identified in the grant budget. Final disbursement of funds will be sent once the project is complete, the Accomplishment Report has been submitted and the final budget and proof of spending documentation has been reviewed and approved by Travel Oregon.

VII. QUESTIONS

View the 2023-2025 Competitive Grants Program [Frequently Asked Questions page](#) for commonly asked questions. Submit additional questions via email to Grants@TravelOregon.com. Please be aware that email response time may be delayed, but questions will be answered as quickly as possible.

VIII. GRANT TIMELINE

July 12, 2023 – Grant Guidelines available online

July 13, 2023 (8 a.m. PDT) – Letter of intent form available online

Aug. 18, 2023 (5 p.m. PDT) – Deadline to submit letter of intent form

NOTE: Review of the letter of intent will occur based on the order received from July 13-Aug. 18 and may take up to 14 days for a response. The letter of intent must be approved to access the online application.

Sept. 15, 2023 (5 p.m. PDT) – Online application closes

Nov. 15, 2023 – Application status notification

Aug. 15, 2024 – Mid-Project Report due (includes updated project status and current budget)

Apr. 14, 2025 – Project completion deadline (grant funds spent)

Apr. 30, 2025 – Accomplishment Report due (includes final budget and proof of spending)

IX. GRANT APPLICATION CHECK LIST

In order to access the online application form, all applicants must submit a letter of intent form that will be reviewed and approved by Travel Oregon. Once the form is approved, the applicant will receive an email confirmation allowing them to access the application. Applicants whose application varies substantially from the letter of intent form that has been approved will be ineligible to receive funding.

Many of the fields completed on the letter of intent form will automatically populate into the online application.

Access the 2023-2025 Competitive Grants Letter of Intent ONLINE:

[View the letter of intent questions before you begin.](#)

View the [application questions](#) in advance so you are prepared if your letter of intent is approved.

Refer to the [Frequently Asked Questions \(FAQ\) page](#) for troubleshooting.

REQUIRED MATERIALS FOR LETTER OF INTENT

The following uploads are required as part of the letter of intent form:

- ✓ [Travel Oregon Substitute Federal W-9 Form](#) – form must be complete, signed and dated
- ✓ Project Budget ([must use the required form](#))

APPLICATION INFORMATION/REQUIRED DOCUMENTATION

Before beginning the online application, we encourage applicants to gather all information and/or documents required to submit the application:

- ✓ [Travel Oregon Substitute Federal W-9 Form](#) – form must be complete, signed and dated
- ✓ Project Budget ([must use the required form](#))
- ✓ Project Timeline ([sample](#))
- ✓ Project Support Letters (recommended, not required)
- ✓ **Construction Permitting:** Required evidence of approval from permitting authorities for tourism infrastructure development/construction, if required locally.
- ✓ **Signage Project:** Required evidence of approval to place signage.
- ✓ **Distribution Plan:** If producing collateral, you must describe your distribution plan and associated budget costs.

Remember to review section IV. Developing a Strong Application and section V. Review of Applications; Decision to Award to help guide any additional supplemental uploads that may be valuable or additional details to include in your narrative responses.

ONLINE LETTER OF INTENT/APPLICATION

The 2023-2025 Competitive Grants letter of intent form will be available for completion and submission beginning at 8 a.m. PDT on July 13, 2023. All letters of intent must be completed and submitted online by 5 p.m. PDT on Aug. 18, 2023.

Access the letter of intent form (beginning July 13) here: <https://www.grantinterface.com/Home/Logon?urlkey=otc>

Applicants who have previously applied for a Travel Oregon Competitive Grant or an Oregon Wine Country License Plates Matching Grant may use their existing password to log in. Once logged into your applicant dashboard, you can access the letter of intent by selecting “Apply” in the top navigation. All other applicants will need to select “Create New Account” to begin.

Review of the letter of intent will occur based on the order received from July 13, 2023 - Aug. 18, 2023 and may take up to 14 days for a response. The letter of intent must be approved to access the online application.

Travel Oregon will email approved applicants with an invitation to complete the online application. The application will be accessed through this same link: <https://www.grantinterface.com/Home/Logon?urlkey=otc>

Once you log back into your applicant dashboard after receiving the invitation email, applicants will see the application assigned in the ‘Active Requests’ tab. On the right-hand side, in blue, click ‘Edit Application’. This will take you to the full application. NOTE: You MUST click ‘Edit Application’ to access the application. DO NOT click ‘Apply’ or you will only access the letter of intent form.

All applications must be completed and submitted online by 5 p.m. PDT on Sept. 15, 2023. All submissions are final. Be sure to triple-check your work prior to submitting the application.

OREGON'S SEVEN REGIONAL DESTINATION MANAGEMENT ORGANIZATIONS

RDMO: REGIONAL DESTINATION MANAGEMENT ORGANIZATION

The Oregon Tourism Commission has identified seven (7) regions within the state. Each region has one DMO to act as its Regional Destination Management Organization (RDMO). RDMO's submit regional plan proposals for use of state dollars for the Regional Cooperative Tourism Program (RCTP). By leveraging state dollars along with private and public resources, the RDMO's work with Travel Oregon to bolster Oregon's tourism economy. RDMO contact information is listed below.



CENTRAL OREGON

Visit Central Oregon
visitcentraloregon.com | 800.800.8334
Kristine McConnell,

kristine@visitcentraloregon.com

**Counties: Jefferson, Deschutes, Crook, South Wasco County*



MT. HOOD AND COLUMBIA RIVER GORGE

Mt. Hood and Columbia River Gorge Regional Tourism Alliance

hood-gorge.com | 971.378.4006

Lizzie Keenan, lizzie@hood-gorge.com

**Counties: Hood River, portions of Wasco, Multnomah and Clackamas*



EASTERN OREGON

Eastern Oregon Visitors Association
visiteasteroregon.com | 541.970.4551
Alana Garner Carollo,

execdirector@visiteasternoregon.com

**Counties: Sherman, Gilliam, Wheeler, Morrow, Union, Umatilla, Wallowa, Grant, Baker, Harney, Malheur*



OREGON COAST

Oregon Coast Visitors Association
visittheoregoncoast.com | 541.819.9240
Arica Sears, deputy@thepeoplescoast.com

**Counties: Clatsop, Tillamook, Lincoln, Coos, Curry, portions of Lane and Douglas*



PORTLAND REGION

Travel Portland
travelportland.com | 503.568.5119

Amanda Lowthian, amanda@travelportland.com

**Counties: Washington, Columbia, portions of Multnomah and Clackamas*



SOUTHERN OREGON

Travel Southern Oregon
southernoregon.org | 541.326.2640

Bob Hackett, bob@southernoregon.org

**Counties: Klamath, Lake, Jackson, Josephine, portions of Douglas*



WILLAMETTE VALLEY

Willamette Valley Visitors Association
willamettevalley.org | 971.388.6185

Katie McFall, katie@willamettevalley.org

**Counties: Yamhill, Polk, Benton, Marion, Linn, portions of Lane and Clackamas*

ACCESS AND DOWNLOAD REGIONAL TOURISM PLANS
<https://industry.traveloregon.com/opportunities/programs-initiatives/regional-cooperative-tourism-program/>

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TRAVEL OREGON GRANTS STYLE GUIDE



Depending on the type of project, grant awardees must recognize their project as being funded in part by a grant from Travel Oregon.

Printed and online materials must clearly show the Travel Oregon logo and additional wording: “This project has been funded in part by a grant from Travel Oregon”.

This condensed style guide is intended to help direct the appropriate usage of the Travel Oregon logo for grant awardees where recognition is listed as a requirement in the grant awardee agreement.

Logo Selection & Usage

The primary and secondary logo configurations are shown in the column to the right. Each option has three colorways – woodgrain, green fill and keyline – as well as black and reversed type.

Designers are encouraged to select the configuration and colorway that best fits the specific design and that promotes maximum readability of the logo.

Additional design considerations:

- All parts of the logo should be easily legible.
- When using the logo on a dark background, set the logo type and keyline state shape in Sky White.
- If the background color is distracting, use the solid color fill for the Oregon shape or switch to the 1-color keyline logo.
- The entirety of the state shape should always read as Oregon. Always make sure there is enough contrast between the background and the whole logo.
- Always leave enough clear space around the logo so that it is clearly displayed as separate from adjacent design elements.

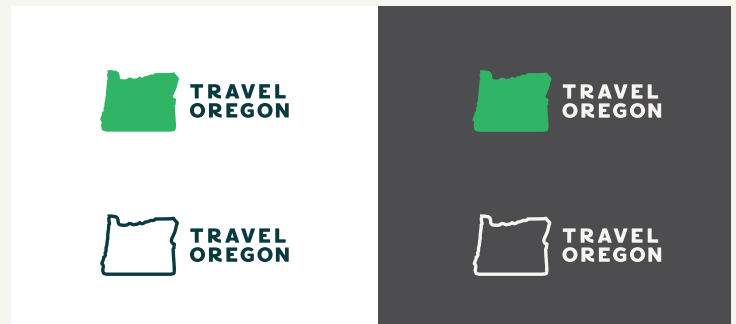
Preferred Option #1

The horizontal logo configurations are the primary and preferred logos.



Secondary Option #2

The left-aligned logos are secondary options – designed for smaller size placements or as an option when using with a left-aligned layout.



Travel Oregon Logo Files – Download & Review

https://www.dropbox.com/s/uap03ay1vbwwawb/TO_Grants_logos.zip?dl=0

If the Travel Oregon logo is used, the project design must be submitted to Travel Oregon for review prior to finalizing a published piece.

Send design to grants@traveloregon.com for approval.

Additional information available at: industry.traveloregon.com/grants

Questions? Michelle Woodard: grants@traveloregon.com

AGENDA REPORT

To: Mayor Russ and City Council
From: Steve Dahl, City Administrator
Date: November 21, 2023
Reason: Resolution 2023-12 MOU Between DURA and City of Dundee

Background:

The City of Dundee created the Dundee Urban Renewal Agency (DURA) to complete certain projects in Dundee. It is the wish of the City of Dundee to enter a memorandum of understanding with DURA to help fund projects within the city urban renewal area.

This agreement irrevocably pledges money from the tax increment funds that DURA receives to help pay for projects within the urban renewal boundary.

Motion: I move to approve Resolution 2023-12, the entering into a memorandum of understanding between the City of Dundee and Dundee Urban Renewal Agency.

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY OF DUNDEE, OREGON AUTHORIZING A FULL FAITH AND CREDIT BORROWING AND RELATED MATTERS.

WHEREAS, the City of Dundee (the “City”) is authorized by Oregon Revised Statutes Section 271.390 to enter into financing agreements to finance real or personal property which the City Council (the “Council”) determines is needed so long as the estimated weighted average life of the financing agreement does not exceed the estimated dollar weighted average life of the property that is financed.

WHEREAS, Section 62 of the City Charter limits the City’s bonded indebtedness to “1.5% of the total assessed value of property within the city limits as determined by the Yamhill County Assessor’s Office, except such bonded indebtedness may be exceeded where allowed by state laws.”

WHEREAS, the City currently has enough capacity under Section 62 of the City Charter to issue the financing described in this Resolution.

WHEREAS, the City has identified a need to finance capital projects within the Dundee Urban Renewal Area, which may include certain street improvements, infrastructure and utilities improvements, and parks amenities (collectively, the “Projects”).

WHEREAS, the Council hereby determines that the Projects are needed, and that it is desirable to finance the Projects pursuant to ORS 271.390.

WHEREAS, the Dundee Urban Renewal Agency (the “Agency”) expects to pay the amounts due from the City in connection with the financing of the Projects and will enter into an intergovernmental agreement with the City to that effect.

WHEREAS, the City or the Agency may incur expenditures (the “Expenditures”) to pay costs of the Projects prior to the issuance of the financing and the City wishes to declare its official intent to reimburse itself or the Agency for any Expenditures the City or the Agency may make from its own funds on the Project from the proceeds of the financing, the interest on which may be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”).

THE CITY OF DUNDEE RESOLVES AS FOLLOWS:

Section 1. Authorization. The City hereby authorizes a borrowing under ORS 271.390 (the “Financing”) in a principal amount of not more than \$3,000,000. Proceeds of the Financing shall be used to pay costs of the Projects and costs related to the Financing. The Financing may

be in the form of a financing agreement, line of credit, credit facility or other structure and may convert from a line of credit structure to an amortizing loan.

Section 2. Delegation. The City Administrator of the City, Mayor, or a person designated by either of those officials to act under this Resolution (each of whom is referred to herein as a “City Official”) is hereby authorized, on behalf of the City and without further action by the Council, to:

- (1) Determine the final principal amount, interest rate, payment dates and all other terms of the Financing and execute and deliver the Financing and any related documents;
- (2) Select a commercial bank or another lender to provide the Financing;
- (3) Covenant for the benefit of the lender to comply with all provisions of the Internal Revenue Code of 1986, as amended (the “Code”) which are required for the interest paid under the Financing to be excluded from gross income for federal income tax purposes, if applicable;
- (4) Designate the Financing as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, if applicable;
- (5) Enter into additional covenants for the benefit of the lender of the Financing that the City Official determines are desirable to obtain favorable terms for the Financing; and
- (6) Execute and deliver any other certificates or documents and take any other actions that the City Official determines are desirable to carry out this Resolution.

Section 3. Security. Pursuant to ORS 287A.315, the City is authorized to pledge its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution, and any and all of the City’s legally available funds, to pay the amounts due under the Financing. The City is not authorized to levy additional taxes to pay the amounts due under the Financing.

Section 4. Payments from Tax Increment Revenues. The City Official is authorized to enter into an intergovernmental agreement (the “IGA”) with the Agency, under which the Agency agrees to provide tax increment revenues in sufficient amounts to pay all amounts due from the City under the Financing. The IGA shall be in substantially the form attached to this Resolution as Exhibit A, but with such changes as are approved by the City Official.

Section 5. Reimbursement Declaration. The City hereby declares its official intent to reimburse itself or the Agency with the proceeds of the Financing for any of the Expenditures incurred prior to the issuance of the Financing. This Resolution is adopted as official action of the City in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the City or Agency incurred prior to the date of issue of the Financing. The City Administrator is hereby authorized to make future declarations of intent to reimburse under Section 1.150-2 of the federal Income Tax Regulations, on behalf of the City and without further action by the City Council. All such future declarations shall be in writing

and the original or a certified copy of each declaration shall be maintained in the public records of the City.

Section 2. Effective Date. This Resolution takes effect immediately upon passage.

ADOPTED by a roll call vote of the Dundee Council on November 21, 2023.

Yes:

No:

David Russ, Mayor

ATTEST:

Steve Dahl, City Administrator/City Recorder

EXHIBIT A

Form of Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

to make financing payments
by and between the

Dundee Urban Renewal Agency

and the

City of Dundee, Oregon

Dated as of [Date of Closing]

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Exhibit A - Financing Payments Schedule

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is dated as of [Date of Closing], and is entered into by and between the Dundee Urban Renewal Agency, Oregon, (the “Agency”) and the City of Dundee, Oregon (the “City”) in connection with the Dundee Urban Renewal Area (the “Area”). The parties hereby agree as follows:

Section 1. Definitions and Recitals.

(1) Definitions.

Unless the context clearly requires otherwise, capitalized terms used in this Intergovernmental Agreement which are defined in this Section 1(1) shall have the following meanings:

“Agreement” means the [_____] between the City and [Lender], in the aggregate principal amount of \$[Principal Amount] which is dated as of [Date of Closing]. [This and other provisions will be adjusted to refer to the line of credit in a maximum borrowing amount if that is the structure that is chosen.]

“Financing Payments” means the principal and interest payments the City is required to make under the Agreement.

“IGA Amount” means \$[Principal Amount], the principal amount of the Agreement.

“Plan” means the Dundee Urban Renewal Plan adopted by the City on April 18, 2017 under Ordinance No. 558-2017, as it has been and may be amended in accordance with its terms.

“Resolutions” means Resolution No. _____ adopted by the City Council on November 21, 2023 and Agency Resolution No. URA _____ adopted by the Agency Board on November 21, 2023.

“Tax Increment Revenues” means all revenues which the Agency collects for the Area under the provisions of Article IX, Section 1c of the Oregon Constitution and ORS Chapter 457.

“Urban Renewal Projects” means capital projects described in the Resolutions.

(2) Findings.

(A) This Agreement is authorized by the Resolutions.

(B) The City has entered into the Agreement to finance the Urban Renewal Projects.

(C) The Urban Renewal Projects are or will be properly described as urban renewal projects in the Plan and located in the Area when proceeds of this Intergovernmental Agreement are spent on such Urban Renewal Projects.

(D) The Agency is authorized to spend Tax Increment Revenues to pay for the costs of the Urban Renewal Projects.

(E) The Urban Renewal Projects will assist the Agency in carrying out its Plan.

(F) The Agency will only spend the proceeds it receives from the City under this Intergovernmental Agreement on the Urban Renewal Projects so long as they are then

described in the Plan, located in the Area and owned by the City, the Agency or another local governmental entity.

- (G) By entering into this Intergovernmental Agreement, the Agency is issuing debt in the [IGA Amount] which counts against the Agency's maximum indebtedness limit.
- (H) The Agency certifies that by entering into this Intergovernmental Agreement it will not exceed its \$[_____] maximum indebtedness limit for the Plan. On the date of this Intergovernmental Agreement the remaining maximum indebtedness capacity for the Area is approximately \$[_____].

Section 2. The Financing Payments.

- (1) The Financing Payments.

The Agency hereby agrees to pay to the City or on behalf of the City, no later than the dates required by the Agreement, amounts that are equal to the Financing Payments. The amounts and dates of the Financing Payments are shown in Exhibit A. The City and Agency may agree to a different repayment schedule by amending this Intergovernmental Agreement. [To be updated to permit City to request draws and communicate repayment terms if the borrowing is a Line.]

- (2) Security for the Obligation of the Agency to Pay the Financing Payments.

This Intergovernmental Agreement shall constitute indebtedness of the Agency in a principal amount that is equal to [the IGA Amount]. The Agency is obligated to make payments due under this Intergovernmental Agreement solely from the Tax Increment Revenues. Pursuant to ORS 287A.310, the Agency pledges the Tax Increment Revenues to pay the amounts described in Section 2(1) of this Intergovernmental Agreement. Except as described in the following sentence, the pledge that secures this Intergovernmental Agreement shall be superior to all other pledges or commitments of Tax Increment Revenues that the Agency makes, unless the City agrees in writing to subordinate its claim against the Tax Increment Revenues or to allow the Agency to grant a lien on the Tax Increment Revenues on parity with the lien that secures this Intergovernmental Agreement. The pledge that secures this Intergovernmental Agreement is a second lien after the pledge that secures the obligation to make payments under the Loan Agreement 0074 between the City and State of Oregon acting by and through its Department of Transportation dated July 27, 2023, unless the State of Oregon shall agree, in writing, otherwise.

Section 3. Prepayment.

If the City exercises its option to prepay the Financing Payments in whole or in part, unless the Agency consents in advance and in writing, the Agency shall not be obligated to prepay the amounts due from it under this Intergovernmental Agreement.

Section 4. Estoppel.

The Agency hereby certifies, recites and declares that all things, conditions and acts required by the Constitution and Statutes of the State of Oregon and by this Intergovernmental Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Intergovernmental Agreement, do exist, have happened and have been performed in due time, form and manner, as required by law, and that this Intergovernmental Agreement is

a valid and binding obligation of the Agency which is enforceable against the Agency in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws or judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

Section 5. Title.

Nothing in this Intergovernmental Agreement grants the City or the owner of the Agreement a lien on, or security interest in the Urban Renewal Projects.

Section 6. Miscellaneous.

(1) Binding Effect.

This Intergovernmental Agreement shall inure to the benefit of and shall be binding upon the Agency and the City and their respective successors and assigns.

(2) Severability.

In the event any provisions of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

(3) Amendments.

This Intergovernmental Agreement may be amended only by a writing signed by both parties.

(4) Execution in Counterparts.

This Intergovernmental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

(5) Applicable Law.

This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any action regarding this Intergovernmental Agreement or the transactions contemplated hereby shall be brought in an appropriate court of the State of Oregon in Yamhill County, Oregon.

(6) Rules of Construction.

References to section numbers in documents which do not specify the document in which the section is located shall be construed as references to section numbers in this Intergovernmental Agreement.

(7) Headings.

The headings, titles and table of contents in this Intergovernmental Agreement are provided for convenience and shall not affect the meaning, construction or effect of this Intergovernmental Agreement.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the City and the Agency have executed this Intergovernmental Agreement as of [Date of Closing].

For the Dundee Urban Renewal Agency, Oregon

Steve Dahl, City Administrator of the
City of Dundee, Oregon

For the City of Dundee, Oregon

Steve Dahl, City Administrator

EXHIBIT A
FINANCING PAYMENTS SCHEDULE

[To be inserted]