



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JULY 17, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

MEETING FORMAT: In accordance with Oregon state law, this meeting is open to the public and can be accessed and attended in person or remotely, with the exception of any executive session.

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

Citizen Input: The public may comment on any topic that is not on the current agenda. Alternatively, comments may be submitted on any topic at any time by emailing citizeninput@deschutes.org or leaving a voice message at 541-385-1734.

When in-person comment from the public is allowed at the meeting, public comment will also be allowed via computer, phone or other virtual means.

Zoom Meeting Information: This meeting may be accessed via Zoom using a phone or computer.

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



Deschutes County encourages persons with disabilities to participate in all programs and activities. This event/location is accessible to people with disabilities. If you need accommodations to make participation possible, call (541) 388-6572 or email brenda.fritsvold@deschutes.org.

Time estimates: The times listed on agenda items are estimates only. Generally, items will be heard in sequential order and items, including public hearings, may be heard before or after their listed times.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

Note: In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734..

CONSENT AGENDA

1. Approval of Excess General Liability and Cyber Security Insurance Renewal
2. Authorization to purchase a Schwarze M6 Avalanche Street Sweeper
3. Approval of Service Partner Agreements with EDCO and United Way of Central Oregon
4. Approval of Interlocal Agreement between Deschutes County 4-H and Extension Service District and Oregon State University
5. Approval of minutes of the Budget Committee May 21 and 23, 2024 meetings

ACTION ITEMS

6. **9:05 AM** Notice of Intent to Award a contract for Market Research and Strategic Master Plan Design Services for the Deschutes County Fair & Expo
7. **9:20 AM** Application for a grant from the Criminal Justice Commission to combat organized retail theft
8. **9:35 AM** Resolution No. 2024-037 imposing public use fire restrictions on unprotected lands and County-owned lands
9. **9:40 AM** Chair-initiated discussion on Sunbreak Ranch and Lane County Pilot Program
10. **10:00 AM** Public Hearing: Appeal of Psilocybin Service Center

LUNCH RECESS

Continued ACTION ITEMS

11. **1:00 PM** Public Hearing to consider accepting a petition to form the Tumalo Basin Sewer District

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

12. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Approval of Excess General Liability and Cyber Security Insurance Renewal

RECOMMENDED MOTION:

Approval of the Risk Manager to pay an invoice for \$373,963 to the Oregon Public Entity Excess Pool for insurance.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County purchases excess general liability insurance for claims over \$1 million and up to \$ 9 million. The insurance is purchased through the Oregon Public Entity Excess Pool (OPEEP). For FY 24-25, the cost for this coverage is \$ 278,200. Last fiscal year, the cost was \$ 235,404. The cost increase is attributable to an increase in cost for insurance, claims experience, and growth of the County.

In addition, for FY 24-25, Deschutes County is purchasing additional excess general liability insurance for claims that are \$10 million - \$20 million. This coverage will cost an additional \$60,063 and will be reimbursed by the State of Oregon (OHA) to assist with the costs associated with liability insurance for Aid and Assist Community Restoration Services. In future fiscal years, Risk Management staff does not plan to continue purchasing this additional excess general liability insurance unless the State of Oregon continues its reimbursement program.

Finally, the OPEEP invoice includes a cost of \$35,700 for cyber liability insurance, which is the same cost as FY 23-24.

Attached is the OPEEP invoice for \$ 376,963 which requires Board approval due to the dollar threshold exceeding the amount the County Administrator can approve.

BUDGET IMPACTS:

The cost for the insurance coverage is included in Risk Management’s FY 24-25 budget.

ATTENDANCE:

Erik Kropp, Deputy County Administrator/Risk Manager

**Excess Liability
2024-2025 Renewal Invoice**



07/17/2024 Item #1.

Named Member
Deschutes County
PO Box 6005
Bend, OR 97708

Member Number: 20007
Invoice Date: 7/8/2024
Invoice Number: OPEEP-DESC-I2024-00

Coverage	Description	Amount
Excess Liability	Contribution	\$278,200

Coverage	Description	Amount
Additional Excess Liability	Contribution	\$60,063

Coverage	Description	Amount
Excess Cyber Liability	Contribution	\$35,700

Total Due: \$373,963

Balances are due by **08/22/2024**. Late fees will accrue thereafter.

Make Checks Payable To: OPEEP / 15875 Boones Ferry Rd. Box 1469, Lake Oswego, OR 97035

ACH Direct Payment: Please request Authorization form and instructions from Kelsie Perry at kperry@cisoregon.org or 503-763-3844.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Authorization to purchase a Schwarze M6 Avalanche Street Sweeper

RECOMMENDED MOTION:

Move approval of Document No. 2024-630, authorizing the purchase of a Schwarze M6 Avalanche Mechanical Sweeper from SWS Equipment LLC in the amount of \$404,175.

BACKGROUND AND POLICY IMPLICATIONS:

Within the approved FY25 Budget, the Board allocated funding for the purchase of a mechanical street sweeper. The new sweeper will pick up winter traction sand and gravel in locations such as curbed roundabouts where the material cannot be cast to the shoulder. The new sweeper will also support chip sealing operations. This is a specialized piece of equipment that has had limited rental and partner equipment share availability.

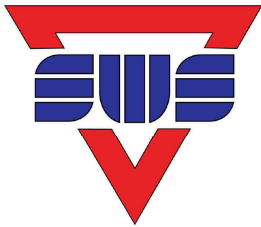
Procurement will occur using the Sourcewell Contract #093021-SWZ from SWS Equipment LLC.

BUDGET IMPACTS:

The purchase price of \$404,175 will be funded via the Road Department’s Building/Equipment Fund (330) in FY25.

ATTENDANCE:

Randy McCulley, Road Department – Fleet Division Manager



SWS Equipment, LLC.

PO Box 13040 Spokane WA 99213
 All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213
 971-219-1648 1-800-892-7831 F 509-533-1050
www.swsequipment.com

QUOTE

Quote #: CFGYQ1072
 Date: 05/07/24
 Sales Rep: Chris Young
 FOB: Wilsonville
 Ship Via: BESTWAY
 Est. Ship Date:
 Terms: Net 30

Quote To:

Deschutes County
 Randy McCulley
 61150 SE 27th Street
 Bend OR 97702
 (541) 322-7125

Ship To:

Deschutes County
 Randy McCulley
 61150 SE 27th Street
 Bend OR 97702
 (541) 322-7125

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
1.0	Sourcewell Awarded Contract #093021-SWZ to Deschutes County Acct # 43941		
1.0	Schwarze M6 Avalanche Single Engine. Standard Options: HYDRAULIC SYSTEM: Pump, Variable displacement load sense piston. Hydraulic Tank, 35 gallon, w/ shut-off valve. Tank & Cab mounted level and temperature indicator. Hydraulic pressure, 3200 psi. 5 Micro Tank Breather Filter. 10 micron cartridge return filter. 100 Mesh Suction Strainer. 120,000 BTU oil to air twin fan oil cooler. PNEUMATIC SYSTEM: Electronic Digital Readout Air Regulators. Auxiliary Air Tank - 1,488 cu. in. capacity. HOPPER: Construction, A36 Carbon Steel, 10 Gauge, 3/16 in Floor. Roof skylights plus LED illumination & viewing window. Capacity, 5.0 Cu.Yd. Lift Capacity, 14,000 LBS. Twin Cylinder Scissor Lift and Dump. Variable Dump Height, 16 in to 138 in. Side Inspection Door with Ladder Access. External weatherproof dump switches. SQUEEGEE CONVEYOR: Heavy Duty, Constant-Radius Roller Chain. Self-Aligning Bearings, Triple Sealed & Shielded. Hydraulic Direct Drive / In Cab Adjustable Variable Speed. Bolt In 3/16 in Abrasion Resisting Floor Plate. BELT CONVEYOR: Heavy Duty Multi-Ply Belt w/ Full Width Cleats. Self-Aligning Bearings, Triple Sealed & Shielded. Hydraulic Direct Drive / In Cab Adjustable Variable Speed. SWEEPER MAIN BROOM: Diameter, 36 in; Length 58 in. Hydraulic Direct Drive / In Cab	\$404,175.00	\$404,175.00



Solicitation Number: RFP #093021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schwarze Industries, Inc., 1055 Jordan Road, Huntsville, AL 35811 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Schwarze Industries, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/22/2021 | 8:54 AM CST
Date: _____

DocuSigned by:
M.J. DuBois
By: C65CBA257A53411...
M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
11/15/2021 | 10:16 AM PST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/22/2021 | 10:13 AM CST
Date: _____

RFP 093021 - Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies

Vendor Details

Company Name: DuCo, LLC
Address: 1079 Tamiami Trl N
#350
Nokomis, Florida 34275
Contact: MJ DUBOIS
Email: mjdubois@ducollc.com
Phone: 410-924-1004
Fax: 410-924-1004
HST#: 81-1963530

Submission Details

Created On: Thursday August 12, 2021 13:01:39
Submitted On: Wednesday September 22, 2021 09:28:53
Submitted By: MJ DUBOIS
Email: mjdubois@ducollc.com
Transaction #: e7e11140-46a9-4b3f-9740-d923b41df94e
Submitter's IP Address: 24.145.112.96

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Schwarze Industries, Inc. EIN: 63-0427445
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a
4	Proposer Physical Address:	1055 Jordan Road Huntsville, AL 35811
5	Proposer website address (or addresses):	www.schwarze.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, President of DuCo, LLC will be acting as both Contract Administrator and Authorized Negotiator for the duration of the proposal period and any subsequent contract award. See attached Authorization Letter. DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 1079 Tamiami Trl N #350 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Hendrickson, Schwarze VP of Sales and Marketing 1055 Jordan Road Huntsville, AL 35811 email: jhendrickson@schwarze.com Phone: 256-851-1150

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Over 47 years ago, the founder of Schwarze Industries, Bob Schwarze, was a sweeper. Because he wasn't able to find a sweeper design that truly met his needs, he built the company's first sweeper for his own use in cleaning parking areas. Within a decade, the combination of engineering craftsmanship, integrity, and strong customer services elevated Schwarze Industries to its position as the largest manufacturer of parking area sweepers in the United States. Due to the excellent reputation of its sweepers, Schwarze Industries is fast becoming one of the world's leading manufacturers of road sweepers as well. The Schwarze family credited its success with building innovative, simple-to operate sweepers and backing them with good old-fashioned attention to detail and customer support.</p> <p>In 2000, Schwarze Industries, Inc. was purchased by the Alamo Group (stock sign ALG), a publicly traded company whose various lines of commercial mowers are world-renowned for ruggedness and dependability. That means they can now additionally offer the financial strength and stability of a public company. All Schwarze sweepers are proudly built in Huntsville, Alabama. Schwarze Industries sweepers are in use throughout North America and over 35 countries around the world. Schwarze Industries distributes their "large" sweeper products exclusively through a worldwide dealer network, most of which are "government houses" specializing in equipment purchased by government entities.</p> <p>As a proud subsidiary company of The Alamo Group, Inc. (ALG), Schwarze Industries, Inc. adheres to the following Code of Business Conduct:</p> <p>"We at Schwarze Industries, Inc. are as committed to maintaining the highest ethical standards and to conducting our business in a manner consistent with our moral and legal obligations to our customers, suppliers, employees, shareholders and the public." The Code of Business Conduct and Ethics has been approved and adopted by The Alamo Group's Board of Directors and senior management and covers such concepts as confidential and proprietary information, inventions, conflicts of interest and fair dealing, corporate opportunities, insider trading and tipping, the Foreign Corrupt Practices Act, The Bribery Act 2010 and similar ant bribery laws, antitrust compliance, export controls, fraud, confidential reporting procedures and non-retaliation measures.</p> <p>The Code sets forth specific policies governing their conduct worldwide in Schwarze facilities and where they transact business. This Code is intended to be applied in good faith with reasonable business judgment within the framework of the law and sound ethical practices.</p> <p>It is the Company policy to observe and comply with all laws applicable to Schwarze Industries, Inc. and operations wherever business is located and to always act in a legal and ethical manner regardless of the location. The laws which apply to any given situation may only be the minimum standard. At all times, they must conduct themselves with integrity and honesty. (See Attachment)</p>
10	What are your company's expectations in the event of an award?	As a current Sourcewell contract holder, Schwarze has an expectation that a contract awarded in response to this solicitation will hold the same benefit. They hope to continue to build on their past success and to providing your members with a continued exemplary level of service, quality products and discounted prices that reflect the quantities expected and previously experienced with the prior awarded contracts.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Schwarze Industries is financially sound. Schwarze's parent company is Alamo Group, which is a publicly traded entity. See the attached Alamo Group SEC report attached as well as the Alamo Code of Ethics.
12	What is your US market share for the solutions that you are proposing?	Schwarze operates in product categories that are sold primarily to the municipal government market segment and to a smaller degree, the commercial market segment. Schwarze's market share is 25%. Schwarze is among the top three manufacturers in municipal sweeper sales in North America and the number one manufacturer in parking lot sweepers.
13	What is your Canadian market share for the solutions that you are proposing?	Schwarze's Canadian Market Share is 10%. Schwarze has dealers in Canada and has received orders from Canadian entities utilizing the Sourcewell Contract.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither Schwarze Industries nor its parent company, Alamo Group, have ever petitioned for bankruptcy protection.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>B. Schwarze Industries is a manufacturer, located in Huntsville Alabama, which works directly through a worldwide dealer network. Dealers in North America are individually owned companies. The dealerships are assigned a geographic territory for exclusive Schwarze product representation of their Street and Airport Sweepers. Each of their dealerships has sales, service and parts representation.</p> <p>Schwarze Industries also employs "in house" small product sales personnel that represents only small truck mounted parking lot sweepers.</p>
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>a) State of Alabama Business License - required to manufacture and sell vehicles</p> <p>b) City of Huntsville, AL Business License- Required to do business in the City of Huntsville, AL</p> <p>c) State of Alabama Regulatory License – Alabama Department of Revenue Motor Vehicle Division requires this license to manufacture/sell motor vehicles.</p> <p>See attached documents.</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Schwarze Industries as never been suspended or disbarred from participating with any agency.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 American Infrastructure Magazine Brand Survey Winner 2021 North American Power Sweeping Association - Gold Partner 2018 Operation Green Team Award Recipient Patent No. 10.711.416 Roadway Sweeper with multiple sweeping modes Patent No. 10.190.275 Pavement sweeper with conveyor lift-out drop-in system Patent No 9.783.942 Gutter broom position-control system
19	What percentage of your sales are to the governmental sector in the past three years	72% of Schwarze's sales are to the government sector for the past three years.
20	What percentage of your sales are to the education sector in the past three years	1% of Schwarze's sales are to the education sector for the past three years.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC - Average Sales Volume \$945,000.00 per year STS - \$1,000,000 per year Missouri DOT - \$503,330.00 per year
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Schwarze does not hold an GSA contracts or Standing Offer and Supply Arrangements.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Delaware DOT See the attached Testimonial	Lawrence Hardy lawrence.hardy@delaware.gov	302-760-2505
City of Greenville See the attached Testimonial	Ben Carroll, Operations Manager	864-467-4345
County of San Joaquin See the attached Testimonial	Kevin Myose, Fleet Manager	209-468-3099

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Phoenix DOT	Government	Arizona - AZ	Provide both air and mechanical sweepers	11 units	\$3,372,911.00
City of Philadelphia	Government	Pennsylvania - PA	Provide mechanical sweepers	15 units	\$5,199,515.00
City of Edmonton	Government	AB - Alberta	Provide mechanical sweepers	8 units	\$2,771,688.00
New Jersey DOT	Government	New Jersey - NJ	Provide High Dump Sweepers	8 units	\$2,653,462.00
Delaware DOT	Government	Delaware - DE	Provide both air and mechanical sweepers	7 units	2,835,598.00

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>The Schwarze Industries internal sales force is comprised of a Vice President of Sales and Marketing, Customer Service Manager, Sales Operation Manager, four sales support positions, four Regional Sales Managers broken down into geographic regions, and two Product Managers. Schwarze Industries also employs "In House" small product sales (parking lot sweepers) personnel that consist of one National Sales Manager, one Product Manager and four Sales Representatives.</p> <p>Schwarze dealers function as the outward facing sales arm of the Schwarze business. Schwarze dealers are contractually exclusive distributors of sweeper products.</p>
26	Dealer network or other distribution methods.	<p>Schwarze's dealer network functions as the outward facing sales arm Schwarze business. Their dealers are contractually exclusive distributors of their sweeper products and are trained in the selling, servicing and maintenance of the Schwarze equipment. Each dealer is required to fulfill specific facility and department (service, sales, parts and marketing) requirements to ensure exceptional customer service.</p> <p>Each dealer employs two to eight sales people who actively call on prospective clients in their areas of responsibility. Each dealership is individually owned and operated. Schwarze dealers are specialists and the sales force concentrates in the specialized field of pavement cleaning equipment. See attached detailed Dealer Location Chart</p>
27	Service force.	<p>Schwarze has an internal team dedicated to the success of their products sold both through their dealer network as well as through the direct sales force. This team includes three Service/Warranty Technicians that assist the customer both internally and if required, travel extensively worldwide in support of their products as challenges develop. Schwarze also maintains servicing dealers that all have services locations spread within their respective territories. Road service is offered in most locations within the contiguous US, Hawaii and Alaska. Schwarze built a training facility in Huntsville Alabama to train local dealer's service force with a Manufacturer's Service Certification Program. They also provide service school at this new facility for their customers on a quarterly basis. The service school program can be attended by any customer who can travel to their facility.</p>
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The Member or dealer will contact a DuCo team member (Contract Administrator) for initial information, contract questions and quotations. DuCo will provide the customer/dealer with a quotation meeting the Sourcewell Contract requirements, terms, and conditions. The member will issue a Purchase Order directly to Schwarze.</p> <p>Schwarze will build the customer equipment, will ship the order to the local dealer for pre-delivery inspection and test. The local dealer will then deliver the unit, train the Member personnel and Schwarze will invoice the item/s to the Member. The dealer will receive the proceeds of the sale in their respective territory. This will encourage their contract participation.</p> <p>In the case where a dealer owns a stock unit that is to be sold to the member, DuCo will provide the Member a letter authorizing the dealer to receive the Purchase Order directly. This will allow accuracy in the required sales reporting when a dealer receives a PO directly.</p> <p>MJ DuBois and the DuCo team will be the single source "quarterback" for the Sourcewell Contract sales and will also report the sales to Sourcewell as required.</p>
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Schwarze's Customer Service Team consists of both Schwarze employees as well as Schwarze's extensive dealer network with over 100 locations across North America. Schwarze dealers are expected to maintain adequate parts inventory to maintain the population of Schwarze Products in their contracted area of responsibility. The commonly stocked parts include wear items or common maintenance parts. Schwarze also maintains a large inventory of parts to support the customer and dealer network in the field. Schwarze also has a robust service parts shipping process. With over 95% "on time" shipping, Schwarze is an established service business designed to keep their customers up and running. As part of becoming a contracted dealer, Schwarze requires regular training of the parts and service personnel to ensure timely and accurate assistance in servicing Schwarze customers.</p>
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Schwarze currently sells throughout the United States and is willing to provide products, parts and service to all Sourcewell participating entities.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Schwarze currently sells throughout Canada and is willing to provide products, parts and service to all Canadian Sourcewell participating entities.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Schwarze expects to sell, service a support their products within all of the United States and Canada and does not anticipate any geographic area that will not be fully serviced.</p>
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Schwarze expects to sell, service and support their products to all participating entities within all of the United States and Canada</p>
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There will be no restrictions in sales, service and support to Hawaii, Alaska and in US Territories other than the expense and time allowance for shipping. All quotations will show the extra costs involved prior to a Member issuing a Purchase Order.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
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35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Schwarze will train all of their internal and dealer's sales force with the assistance of DuCo, C Administrator, and make use of Sourcewell's available employees and extensive collection of vendor support materials. This will be accomplished both by group sales meetings and one-on-one virtual meetings. DuCo has been training dealerships and manufacturers in marketing and sales of Sourcewell Contracts for over 13 years with an abundance of success with many manufacturers.</p> <p>Schwarze takes an aggressive approach to marketing Sourcewell. Schwarze includes the Sourcewell Logos in their product brochures (see attached example), their advertising (on-line and paper publications), and on their website (see attached). Schwarze wants their customers to immediately know that they are a proud holder of this exclusive contract and have them know that they can take advantage of purchasing on this contract whether they are already a member or would like to become a member. Schwarze will also include Sourcewell graphic banners at trade shows to further market their participation. In order to further ensure that Schwarze is fully marketing the value of Sourcewell, they encourage Schwarze salespeople and their dealer sales representatives to attend regional Sourcewell training sessions as well as utilize their assigned Supplier Development Administrator to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Schwarze uses the following digital marketing techniques to enhance its marketing effectiveness.</p> <p>Website Schwarze provides areas on its website where customers can answer their own questions or seek answers from Schwarze representatives by filling out a simple request form on its product pages (Conversion Optimization.) This information is then submitted to sales or service representatives and recorded in the company's CRM software. Schwarze also uses Google Analytics to analyze how users are finding the Schwarze website and how users behave once on the website to further increase Schwarze's marketing effectiveness.</p> <p>Search Engine Optimization Schwarze optimizes its online content in a way that search engines such as Google Search like to show the content as a top result for searches of a particular sweeper related keyword. Schwarze does this by regularly creating high-quality content for its website.</p> <p>Content Marketing Schwarze builds a strong relationship with its target audience by giving them high-quality content that is very relevant to them on a consistent basis. These articles are called Schwarze Stories and are published bi-weekly on their website and social media. Similar articles are also printed in industry related magazines on a monthly basis.</p> <p>Search Engine Marketing Schwarze bids for ad placement (via Google AdWords) in Google's search sponsored links (very top spot on the Google results page) when someone searches for a particular keyword that is related to their business offering. These ads will link to either the Schwarze website or Schwarze dealer website depending on the targeted audience or marketing campaign.</p> <p>Social Media Marketing Schwarze uses social media platforms to promote Schwarze products and services through both free and paid advertisement. Schwarze actively utilizes Facebook, Instagram, Twitter, LinkedIn and YouTube to increase brand recognition, improve customer loyalty and increase inbound traffic.</p> <p>Digital Display Advertising Schwarze uses display advertising formats (text, image or video banners) to target potential customers on various sweeper industry websites such as worldsweeper.com, betterroads.com and northamericansweeper.com.</p> <p>Email marketing Schwarze uses e-mail as a way to improve customer service and more quickly respond to specific needs or help requests. Schwarze uses email marketing to stay in front of customers and prospects who have said that they want to hear from us. Examples: Monthly parts sales/newsletter. Dealer sales product bulletins/white papers.</p> <p>Remarketing Schwarze targets customers who have already visited the Schwarze website, based on cookie technology. When people leave the Schwarze website, ads appear on other websites (via Google AdWords) they visit for the particular Schwarze products they have looked at.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell knows how to promote a contract! Schwarze believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell Contract Sales.</p> <p>Representatives from Schwarze have met and know the Sourcewell employees that deal with Schwarze's existing contract. The basis of their longevity is service-related and Sourcewell is well aware of this concept. Schwarze's expectation is that of Sourcewell's continued existence at trade shows, Getting to Know You events and Sourcewell University events will continue as possible in the new COVID environment. Schwarze believes Sourcewell has stepped up to the plate in planning education and information Webinars when travel has not been available.</p> <p>Schwarze is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. Schwarze has created a session at their National Dealer Meetings dedicated solely to Sourcewell sales education and training. These sessions include how to properly sell using the Sourcewell contract, question and answer periods, and testimonials from dealers who have had great success. Schwarze has utilized the flexibility that Sourcewell contracts offer and it has become common knowledge for most of their dealers to lead the buying process with this contract. Schwarze has sent senior management representatives annually to the H2O Conference. Schwarze has also agreed to subsidize the contract fees to make the Sourcewell contract even more attractive to their respective dealer sales forces. Schwarze's contract sales have grown over the years and this is a testament of Sourcewell and Schwarze's commitment to the same goal; to offer the best products, service and quantity discounts in support of customers/members. Schwarze has established Breakout Sessions at their National Dealer Meetings where pricing strategy has been and will be a major topic. Schwarze has also developed a secure "Dealer Only" web site that contains the Sourcewell contract and contract pricing, fees and contract required terms and conditions.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The products represented in this response do not lend themselves to E-Procurement. The sweepers are "made to order" and have an extreme amount of variables.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Schwarze has a hearty operator and maintenance training program. Dealers will train at time of delivery at no cost to the Member. Dealers also will do follow up training for members beyond the initial delivery for an additional fee. For those who are look for a more in-depth Training Option, Schwarze has a successful (8 years' operating) Global Training Academy. Schwarze's state-of-the-art facility trains on average 10 to 12 students a month on Maintenance and operations of their products. Cost of the class is \$150. See attached training schedule.</p> <p>Schwarze will also provide operations and maintenance videos to Members when available.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>With this new contract proposal, Schwarze is continuing to innovate for their customers. They follow a strict Voice of the Customer (VOC) product management structure. Based on customer current needs, Schwarze is offering 5 new products to Sourcewell members.</p> <p>Two Non-CDL mechanical sweepers addresses customer request for units that do not require a specialized CDL operator to run.</p> <p>Three new single engine design products eliminate the need for a secondary engine and reduces the dependency on third party service organizations to maintain additional equipment and increasing uptime capabilities.</p> <p>CAN control system is utilized on all Schwarze commercial sweepers. This system eliminates over 200 connections and approximately 2500 feet of wire when building a sweeper. It allows for easy addition of options and system upgrades at any time in the machine lifetime. CAN technology conveniently gives operator and service technicians important vital on-board diagnostics for chassis and sweeper in an easy to view full color display. Some examples of this are sweeping hours, gutter broom hours, water pump hours, fuel consumption, percentage of load on engines, engine temperature, oil pressure, hydraulic temperature, and water tank level to name a few. Incorporated through the CAN system is full engine protection for automatic shutdown to prevent engine damage in case of an engine system failure. All CAN switches are color coded for easy identification and ease of use. Overall CAN technology is the now and the future of auto, truck, and machinery operating systems. Schwarze Industries has chosen to embrace this technology and utilize it to its maximum capabilities on their sweepers.</p> <p>Schwarze has just competed their new state of the art On-Line Parts/Service site. Located at shop.schwarze.com, customers can access: Wear Parts, Search by Model Have online access to parts and service manuals Access to How-to videos, model walk-arounds, operator and maintenance tips. Auxiliary Engine and Chassis resources 2D and 3D parts drawing assemblies</p>
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Schwarze's approach to sustainability is built around three dimensions: environmental responsibility, people and community, and governance and ethics. Within each dimension, Schwarze has identified specific material topics that help focus their efforts where they matter most.</p> <p>At Schwarze, their environmental responsibility covers both the efficient use of natural resources in their facilities and the development of new products with sustainability goals in mind. In their facilities, the primary areas of focus are energy, emissions, water, and waste management, all guided by a corporate environmental policy.</p> <p>Below are our internal metrics for Sustainability KEY METRIC - GOALS BY 2025</p> <p>RENEWABLE ELECTRICITY - ABOVE 20% RENEWABLE ENERGY</p> <p>RECYCLED WASTE - ABOVE 85% RECYCLED WASTE</p> <p>WATER USAGE - BELOW 1.00 CUBIC METERS/METRIC TONS SHIPPED</p> <p>SCOPE 1 CO2 EMISSIONS - BELOW 0.25 METRIC TONS/METRIC TONS SHIPPED</p> <p>SCOPE 2 CO2E EMISSIONS - BELOW 0.60 METRIC TONS/METRIC TONS SHIPPED</p> <p>ENERGY - BELOW 6.00 GIGAJOULES/METRIC TONS SHIPPED</p> <p>Schwarze also is heavily involved in partnering with their customers in Storm-water Management Education and outreach. They provide case studies, graphical wraps, and other educational materials as resources for municipalities to educate their citizens on the value of sweeping and the direct impact it has on our planet.</p>
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>South Coast Air Quality Management District Certified (see attached) Certified Air Movement and Control Association for fan performance (see attached original cert 4/4/2000 and re-certified 2019) ISO 9001-2015 Certified - Renewed certification in 2020 AQMD PM10 Certified</p>
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Most of the local dealers that will be involved in this process are SBE, MBE, WMBE or Veteran owned businesses. The actual participation of each will be dictated by the customer's delivery area. That actual percentage of SBE, MBE, WMBE or Veteran owned business information will be provided to the customer upon request prior to the order being placed.</p> <p>Schwarze is also utilizing a Small Woman Owned Business, DuCo, LLC, to administer any awarded Sourcewell Contract.</p> <p>Schwarze is committed to hiring Veterans and Persons with disabilities in their hiring practices. They have many veterans currently employed. Schwarze partners with Veteran organizations when recruiting for all positions.</p>

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44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>With the most diverse product offering in the sweeping industry, Schwarze Industries provides a consultative approach to guiding Sourcewell Members to find the right equipment to meet their needs. With over 100 dealer locations across North America, employing over 800 Sales and Service personnel, Schwarze has built a sales and service network fully capable of addressing a Sourcewell Member's sweeping equipment needs. With 50 years in business and a member of the Alamo Group, Schwarze has forged strong partnerships with brands such as Freightliner, Cummins, Isuzu, John Deere, and many more in order to maximize the service strength to their customers.</p> <p>Schwarze also offer Industry leading warranties such as:</p> <p>Schwarze stainless steel hoppers with lifetime warranty shall be warranted against rust perforation and corrosion perforation for the 'LIFETIME' of the sweeper of the ownership period of the original owner. This warranty is non-transferable.</p> <p>Schwarze warranties hydraulic valves and motors for a period of two years and hydraulic pumps and fittings for five years. This warranty applies to the original owner only and is non-transferable.</p> <p>State of the art online parts and service support referenced above in question 40.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	<p>Schwarze warrants their equipment be free of defects in material and workmanship for one year or 1200 usage hours after purchase. Schwarze also warrants new parts be free from defects in material and workmanship for 90 days after purchase. Schwarze covers the repair or replacement of defective parts in both scenarios.</p> <p>Schwarze stainless steel hoppers come with a lifetime warranty. They are warranted against rust perforation and corrosion perforation for the "LIFETIME" of the sweeper of the ownership period of the original owner, of which LIFETIME WARRANTY must be acknowledged on the original sales order. Warranty repairs must be made by Schwarze Industries or authorized agents. This warranty is non-transferable.</p> <p>Schwarze warranties hydraulic valves and motors for a period of 2 years and hydraulic pumps and fittings for 5 years. These warranties are subject to maintenance requirements and annual inspections by a Schwarze authorized agent/dealer. This warranty applies to the original owner only and is non-transferable.</p> <p>All Schwarze Single Engine Sweepers warranty the VPD (single engine drive device) for a period of three years with unlimited hours of use.</p> <p>All labor on pre-authorized warranty items is covered under Schwarze's warranty.</p> <p>Schwarze is committed to providing parts for warranty claims within 48 hours of the claim being filed.</p> <p>There are longer warranty coverage periods for units mounted on commercial chassis. That coverage, for example, would come from the chassis manufacturer and carries a three year standard warranty. Also, some Schwarze models utilize John Deere auxiliary engines that have a two year coverage period. Each OEM component would be covered by their own warranty.</p> <p>Extended multiple year warranties are available to purchase at a "pass through" price for these OEM components when the original purchase of the machine is made.</p>
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The above warranty information states 1200 usage hours. If beyond the 1200 hour standard warranty, warranty would be negotiated.</p> <p>Each component's warranty will carry the original equipment manufacturers warranty.</p>
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>The warranty coverage will be reviewed on a case-by-case basis with the customers dedicated Warranty Specialist. Travel time and mileage may be considered to be covered under warranty. Typically, the customer is expected to take the unit in to a local dealer to perform warranty repairs.</p>
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Every geographic region of the United States and Canada will be covered by either local dealer's certified technicians or Schwarze will provide each customer specialized assistance for warranty repairs. Each Member not accessible to a local dealer will have to contact Schwarze's dedicated warranty specialists, communicate the issue of concern and receive a written Statement of Warranty work from their Warranty Specialist. If the customer is comfortable with working on the unit with the written permission from Schwarze, they will be shipped parts at no cost, return any defective parts required (at no cost) and will be issued a labor credit at the current dealer warranty labor rate that they may use to purchase replacement parts in the future.</p>
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Schwarze will not cover warranty service for items made by other manufacturers that are part of this proposal. The warranties are issued and serviced by authorized OEM dealers throughout the United States and Canada.</p> <p>Examples of these OEM's would consist of John Deere, Cummins, and Freightliner. If any member should have trouble with this arrangement, Schwarze will help the Member facilitate the utilization of these OEM warranties.</p>
50	What are your proposed exchange and return programs and policies?	<p>Because each unit is built to order, there is no set exchange or return policies.</p>
51	Describe any service contract options for the items included in your proposal.	<p>Customers that outsource their warranty, service or repair work on their equipment may contact the local servicing dealer. Each dealer is independently owned and employ dedicated parts and service personnel.</p> <p>Schwarze dealers have been specifically chosen to represent products based on their sustained financial stability, ability to provide superior product support both before and after the sale. It is important to Schwarze that all of their dealers develop a strong trust and commitment with their local customers. All Schwarze dealers have their own in-house maintenance facilities along with road-side mobile service repair. Each local dealer will have the capability to provide service contracts and do so regularly. These service contracts are dictated by case by case customer relationships. Schwarze does not offer service contract options directly to their customers.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment terms are net 30 days unless otherwise arranged prior to purchase on a case-by-case basis. Payments for units can be paid for my check, wire transfer or Automated Clearing House transfer (AHC). P-Cards can be used to purchase parts only.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Schwarze does utilize municipal and non-profit leasing through third party vendors if there is Member interest. Schwarze does not quote rates or terms for leasing, however it should be known to Members that we have this service available to them. Schwarze will work with other Sourcewell Awarded Vendors (NCL) or any leasing agency of the Member's choice.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See the attached sample Sourcewell Quote.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Schwarze will accept the P-card or credit cards for all Members with no fees for parts. P-card will not be available for sweeper units.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is Schwarze's intent to offer a percentage discount from the manufacturer list price to the Sourcewell Members on all of the items being proposed in this offer. Schwarze's discount will be based on a percentage off of the profit-making base model portion of this award. Schwarze mounts their products on commercial truck chassis. In order to provide the customer with convenience and the best pricing available, Schwarze will provide the truck chassis with no profit associated or at a Pass-Through price. This gives the Members the ability to utilize quantity discounts that are offered by the chassis manufacturers to the body manufacturers. Schwarze purchases chassis with substantial quantity discounts. Schwarze will also allow the customer to supply their own chassis in which to mount the body.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Schwarze is proposing a 5% discount from the base model list price for all of their sweeper products. Schwarze is proposing a 3% discount and free shipping for parts and accessories over \$12,000. on a single order. Members will receive these special discounts after issuing a Purchase Order for parts only with their Sourcewell Member number.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Schwarze will offer additional discounts for volume purchases. There will be an additional 2% discount off the base unit discounted price for a single Purchase Order for 4 or more units. At this time, Schwarze does not offer any rebate programs.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	It is Schwarze's intention to cover all items available on their commercial price lists. Schwarze does realize, from time to time, there may be individual requirements that will not be listed. Schwarze will provide any items "specific" to Sourcewell Members needs that they are able to. The pricing for such items will be cost plus 20%. Prior to accepting an order with Open Market items from a Sourcewell Member, Schwarze will discuss the availability of a specific request and price the item. Any documentation of cost that Schwarze can provide for these items will be presented on an individual basis when requested.

60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>There are several costs not included in the pricing submitted in this proposal. These costs are listed below:</p> <p>Freight and Delivery: Freight costs will be pre-paid and added to the Members Quote and Invoice. Small items will be, in most cases, delivered by UPS. Other freight carriers may be utilized in shipments, i.e. Federal Express, DHL and common carrier for truck freight. The actual cost of shipment will be passed through to the customer. Schwarze will not mark up this item for profit. Minimal handling fees may be added where special packaging is required. The Member will be notified of these charges if applicable prior to order placement.</p> <p>Federal Excise Tax: Schwarze is required by law to collect Federal Excise Tax on any truck mounted unit rated above 33,000 GVW. This tax will be added to the customer invoice as a separate line item. Schwarze will pay this tax directly to the Internal Revenue Service. The rate of tax is calculated at 12%. Most municipal and non-profit entities are exempt from this tax. If Schwarze is provided a Federal Excise Tax Exemption Certificate, they will not be required to collect this tax.</p> <p>Mounting Fee: This fee is charged to the customer when ordering a truck mounted unit. Mounting fees cover the cost of the mounting of the body on the desired truck chassis.</p> <p>Federally Mandated Items: The cost of any federally mandated items will be passed on to the Member. Schwarze pricing includes any federally mandated items that are mandated at the time of this proposal. Should there be a Federal Mandate after the date of this proposal, any cost incurred to meet the requirements of this mandate will be passed on to the member. Any costs applicable will be provided to the Member prior to any Purchase Order being issued. This fee would typically be charged to meet any future EPA standards that may arise. An example of such costs would be in meeting Federal Emission Standards.</p> <p>Local Dealer Pre-Delivery Inspection, On Site Training, and Local Delivery Fees: These costs are charged by local dealers to inspect, test, in service the unit, local extended delivery and follow up training. These costs are a pass through cost to the member from the local dealer.</p>
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>All freight charges are pre-paid and added to the Member quotation for convenience. Members always have the choice of picking up the units at the factory or retain a 3rd party of their choice to deliver the equipment. The freight charges are at a pass-through price. Schwarze has negotiated quantity-discounted shipping rates and will pass those discounts on to the Members.</p> <p>Most offered items are custom built to customer specification. Anticipated delivery of items ordered on a stock chassis or customer supplied chassis is expected to be 45-90 days after receipt of order or customer chassis. Anticipated delivery of an item ordered on a "special order" chassis is expected to be 120-180 days after receipt of order; however, this time can vary greatly depending upon chassis manufacturer back log.</p> <p>Delivery of truck mounted units will be pre-paid and added to Member Quotation and Invoice. Both "Drive-A-Way" service and common carrier service will be used.</p>
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>The shipping and delivery charges for Canada, Alaska and Hawaii and any other off shore location are the same as the previously stated delivery programs for the contiguous US. The shipping charges to the port location will be calculated in the same manner.</p> <p>If the customer wishes that Schwarze deliver via ocean transport, Schwarze will pass on the negotiated shipping rates that they will pay to the ocean transport carrier to the Member. It has been their experience that the customers in these locations usually have their own negotiated rates with shipping carriers. If this is the case, Schwarze will provide the customer shipping to their desired port and provide the customer with the appropriate documentation required. Schwarze strives to provide the equipment as customer specified and to their satisfaction upon delivery.</p>
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>As stated above, Schwarze does pass on negotiated, competitively bid freight pricing to their customers.</p> <p>Most of the Schwarze Dealers do have units in stock and Member's can purchase those units to enhance delivery times and in some cases better prices for any previous year's inventory.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Schwarze fully recognizes the value of the national Sourcewell Contract and as such gives the best discounts available to Sourcewell Members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Due to the unique nature of this proposed contract representation, Schwarze builds in an automatic audit process.</p> <p>DuCo, LLC, being the proposed Contract Administrator and single source for Sourcewell quotations, allows for this self-audit process. Schwarze will not have to rely on multiple reports from individual dealerships for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There is no after-the-fact gathering of information. DuCo prepares the quotation for each Member under the Contract guidelines. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, Schwarze will require the Purchase Order to reference the contract number. This process makes it clear for all personnel to recognize that it is a Sourcewell contract sale. The sale, when received, is booked and accounted for on the Sourcewell sales spreadsheet. This makes the end of quarter reporting complete at the actual end of quarter.</p> <p>As a secondary check, when Schwarze receives a payment for a unit, Schwarze will verify the contract used in its purchase. This ensures the correct accounting for the sale on a second level.</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Schwarze values the ability to service Sourcewell Members with their products. In order for Schwarze to ensure they are providing a product that Sourcewell Members want, they will be evaluating the sales, Quarterly and Annually, to ensure growth. Schwarze will respond accordingly to specific regional performance through Dealer Training as well as participation in Sourcewell training classes.</p> <p>As a member of the Alamo Group, Schwarze is expected to increase their sales each year. Schwarze operates with an annual marketing plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal. It is Schwarze's goal to not only increase its company sales to Sourcewell Members each year but increase their market share within the sweeper products offered to Sourcewell Members. If they are able to see measured increase in Sourcewell market share when compared to other companies in their product category, they feel this is a strong measurement of success with the Sourcewell Contract.</p>
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Schwarze proposes an administrative fee of 1%. The fee will be calculated on the Member price less Chassis cost, sales tax (if applicable), and dealer prep/delivery fees.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Regenerative Air Sweeper Machines</p> <p>A4 Storm - 4.5 Cubic Yard Non-CDL regenerative air road sweeping truck. Ideal for small areas in cities and towns. Very maneuverable in tight quarters yet very powerful.</p> <p>A7 Tornado Twin engine or Single engine - 8.4 Cubic Yard Large Multi- Purpose Regenerative Air Sweeper. Ideal for roads and highways picking up large amounts of debris. Helps cities and contractors meet the EPA's MS4 requirements to mitigate storm water runoff. Easy to maintain, yet powerful enough for the most demanding applications.</p> <p>A7 Zephyr -8.4 Cubic Yard Regenerative Air Runway Sweeper. The Zephyr is the choice for runways and airfields. With sweeping speed capability of up to 25 mph, the Zephyr is designed to cover a large amount of surface quickly. This is very important to the aviation industry (commercial and military) so as to rapidly remove debris that could cause FOD Foreign Object Damage to Aircraft. FOD is the single largest controllable cause of damage to Aircraft on runways.</p> <p>A8 Twister Twin Engine or Single Engine -6 Cubic Yard High Dump Regenerative Air sweeper. The Twister Incorporates all of the powerful road cleaning features of the A7 Tornado with a High Dump Hopper. The Stainless steel Hopper Has dump height range of 2' to 12' high. This is convenient for dumping accumulated debris directly into waste hauling trucks or containers.</p> <p>A9 Monsoon Twin Engine or Single Engine - 9.6 Cubic Yard Regenerative Air Street Sweeper. Largest payload in the regenerative air sweeping industry. This means more time on the job before dumping. Not only is the hopper larger but so are the debris screens in the hopper . More sweeping time before clean-outs, and steady performance throughout the entire loading process. Ideal for long stretches of roadway that need to be cleaned.</p> <p>Pure Vacuum Sweeper</p> <p>Hypervac Pure Vacuum road sweeper - 8.4 Cubic Yard Pure Vacuum sweeper. The Hypervac uses massive power of the A series sweepers in the vacuum design of the Hypervac, however instead of the air being re-circulated, the air is essentially scrubbed free of dirt and debris before being exhausted into the Atmosphere. This machine uses as many as 5 brushes as once to clean the road surface. This application process conforms to any irregular surface conditions leaving roadway clean and debris free. The 5 brush design is revolutionary in the pure vacuum market and is only a</p>

		<p>Schwarze product.</p> <p>Mechanical Sweepers</p> <p>M4 Cascade Mechanical Broom Sweeper - 4 Cubic Yard Mechanical Broom Sweeper. The M4 Cascade leads the way in compact heavy debris sweeping. Non- CDL in design, this machine is ideal for removing bulky debris from construction sites. The small cab over chassis configuration makes the M4 highly maneuverable for sweeping tight congested areas. High dump capability, up to ten feet, enables on site dumping into containers or mobile trucks for waste containment. Over all the M4 fills many needs for smaller contractors and governments that have the need for heavy sweeping.</p> <p>M5 Torrent Mechanical Broom Sweeper - 4.5 cubic yard Mechanical Broom Sweeper. The M5 Torrent incorporates all of the features of the compact M4 cascade into a slightly larger footprint. Designed with a larger stainless steel 4.5 cu/yd Hopper, the Torrent is built on a heavier GVWR Chassis. This allows for larger loads and chassis that can withstand the rigors of long highway travel in between jobs. The M5 remains Non-CDL, staying under the 26,000 lb threshold.</p> <p>M6 Avalanche Mechanical Broom Sweeper Twin engine or Single engine - 5 Cubic Yard Mechanical Broom Sweeper. The M6 Avalanche is the pinnacle of large debris commercial mechanical sweepers. The rugged design is meant for the most demanding of sweeping scenarios. Routinely used by paving contractors behind milling machines as well as tar and chip operations, the M6 Avalanche has the power to meet these needs. A fully integrated CAN operation system allows for memory presets "Six Sense" for on the fly quick adjustments to the sweeper for matching ever changing debris and road surface conditions.</p> <p>Parking Lot Sweepers</p> <p>Super Vac Gale force - 4.5 Cubic Yard Parking Area Sweeper. The Gale Force Is the most powerful parking lot sweeper on the market. With a 74hp auxiliary engine dedicated to sweeping functions, and 39 inch diameter gutter broom the Gale Force cleans up quickly and efficiently. Built for The most demanding parking lot sweeping contractors, the Gale Force is built to do the job day in day out. A standard stainless steel hopper is meant to last a lifetime with easy cleaning.</p> <p>Super Vac Vortex - 4.5 Cubic Yard Parking Area Sweeper. The Vortex maintains the generous capacities of the Gale Force, but with a smaller power plant to meet the needs of the smaller sweeping contractors. Standard Stainless steel hopper, 93 gallon dust suppression system, and vertical steel digger type gutter brooms ensure the Vortex is ready to meet the challenges of parking lot sweeping.</p> <p>Super Updraft - 3 cubic yard Low Profile Parking Lot Area Sweeper. The Super Updraft provides the unrivaled performance of Schwarze parking lot sweepers in a low profile format. By using a pick up truck chassis and a smaller 3 cu/yd hopper, the Super Updraft can sweep in areas with vertical overhead clearance limits. This specifically is in regard to parking garages. No Matter where, the Super Updraft will effortlessly keep these areas clean.</p> <p>Updraft - -2 Cubic Yard low profile parking area sweeper. This light weight, low profile sweeper is ideal for parking areas with delicate surfaces. The poly wafer gutter broom will not mark surfaces such a decorative brick and pavers. Built with a stainless steel hopper, the Updraft is built to last. Ideal for Colleges, Universities, and beautified downtown areas.</p> <p>Super Vac Aero - 2 Cubic Yard Portable Slide in/ Tow Behind Trailer sweeper. The Aero is an ideal machine to be kept on site for quick cleanups post event. Sports Arenas, Concert venues, and public Parks can utilize the Aero with great efficacy. Additionally The Aero has the ability to blast air off to the side of the machine where blowing off debris is a better option.</p> <p>Road and Asphalt Repair Patchers</p> <p>Road Patcher - 6.5 Cubic Yard Truck Mounted Road Patcher. The truck Mounted road patcher is a one person operation. With a fully automated hydraulic boom the Road Patcher makes fixing pot holes quick and easy. The machine uses air, aggregate (stone) and emulsion (tar) to clean, prep and fill the pot hole or deviation in the road surface. The truck mounted road patcher keeps the operator off the street and safely inside the cab of the truck.</p> <p>2 Cubic Foot Spray Patcher tow behind Street Max. This tow behind machine is fed aggregate from a standard dump body that is towing it. This allows for Multiple repairs with a trailer-able unit that is not limited by capacity due to the fed by dump design.</p> <p>-2 Cubic Yard Spray Patcher tow behind Road King. Road King is a fully self contained tow behind spray patcher with a 2 cu/yd aggregate capacity. The Road King is ideal for those who do not want to dedicate a full time vehicle to road patching operations.</p> <p>Demonstration equipment, dealer stock and used equipment is also being offered within this response.</p> <p>Wear parts are being offered to Sourcewell Members with a 3% discount when purchasing parts in excess of \$12,000.00. This offer also come with free shipping via Schwarze delivery platform.</p>
69	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. [Refer also to RFP Section II. B. 2 for potential subcategory descriptors.]</p>	<p>Regenerative Air Street Sweepers- CDL Regenerative Air Street Sweepers- Non CDL Mechanical Street Sweepers- CDL Mechanical Street Sweepers-Non CDL Pure Vacuum Street Sweepers Parking Lot Sweepers High Speed Runway Sweepers Pothole Patching Equipment</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
70	Street, sidewalk, and parking lot sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze offers many types of units in this category (from 2 yard debris hoppers to the industries largest, 9 yard debris hopper as well as two different types of vacuum systems in each of the size categories. Schwarze offers three different types of mechanical broom sweepers. In order to meet individual Member requirements, there are three different types of fuel platforms (gas, diesel or CNG), as well as single engine or twin engine technologies.
71	Runway sweeping and cleaning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze offers the same variety of Runway sweepers as listed in the above street sweepers.
72	Litter, trash, and debris vacuums	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze sweepers have optional vacuum hoses on their varied size sweepers for the purpose of litter, trash and debris removal.
73	Supplies and replacement or wear parts related to the solutions in Lines 70 - 72 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Schwarze is offering wear parts in this response with a 3% Discount

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Schwarze Sourcewell PRICE LIST 09_30_2021.zip - Wednesday September 22, 2021 09:28:08
- [Financial Strength and Stability](#) - Financial Str and Licenses.zip - Thursday September 16, 2021 10:47:24
- [Marketing Plan/Samples](#) - Brochures Ads Website.zip - Thursday September 16, 2021 10:47:46
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Training and Dealer Network.zip - Thursday September 16, 2021 10:48:38
- [Standard Transaction Document Samples](#) - SAMPLE SOURCEWELL QUOTE TO MEMBER.pdf - Thursday September 16, 2021 10:50:01
- [Upload Additional Document](#) - RepLetter Ref Letter Certs.zip - Thursday September 16, 2021 10:50:33

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, DuDo LLC for Schwarze Industries

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

07/17/2024 Item #2.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Street_Sweepers_RFP_093021 Wed August 25 2021 07:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Street_Sweepers_RFP_093021 Fri August 13 2021 02:49 PM	<input checked="" type="checkbox"/>	2



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Approval of Service Partner Agreements with EDCO and United Way of Central Oregon

RECOMMENDED MOTION:

Authorize the County Administrator to sign Document No. 2024-444, a Service Partner Agreement with EDCO, and 2024-451, a Service Partner Agreement with United Way of Central Oregon.

BACKGROUND AND POLICY IMPLICATIONS:

Each year, the Board of County Commissioners allocates video lottery funds to service partner organizations. The BOCC approved allocations of funds to EDCO in the amount of \$324,517 and to United Way of Central Oregon in the amount of \$60,000. The BOCC has the option to grant the County Administrator signing authority for these Service Partner Agreements.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Jen Patterson, Strategic Initiatives Manager

**SERVICE PARTNER AGREEMENT
BETWEEN DESCHUTES COUNTY AND
ECONOMIC DEVELOPMENT FOR CENTRAL OREGON, INC. (EDCO)
Agreement No. 2024-444**

Program Name: Deschutes County Economic Development Activities
Provider: Economic Development for Central Oregon, Inc. (EDCO)
Address: 705 SW Bonnett Way, #1000, Bend, OR 97702
Phone Number: 541-388-3236
Contact: Jon Stark, CEO
Amount of Award: \$324,517
Funding Period: July 1, 2024, through June 30, 2025

This Agreement consists of this document and Attachment A: Designation of Funds

Objectives:

Economic Development for Central Oregon, Inc. (hereinafter referred to as EDCO) shall conduct programs, projects, services, and activities related to business development, recruitment, retention, and expansion within both incorporated and unincorporated areas located in Deschutes County.

Activities:

EDCO shall use funds as described in Designation of Funds (Attachment A) and in accordance with all provisions outlined below:

- 1. Use of Funds:** EDCO may use funds only for activities described in Attachment A. If funds are not expended consistent with these activities, County may require reimbursement of all or a portion of the funds and may terminate this Agreement.
- 2. Payment of Funds:** Funds directed toward operational support and support of the Venture Catalyst program will be paid in twelve equal monthly payments. Funds directed toward local economic development capacity will be paid in entirety upon execution of this Agreement.
- 3. EDCO Board Representation:** Pursuant to this Agreement and in accordance with EDCO's Bylaws and membership structure, Deschutes County is entitled to fill by appointment three (3) seats on the EDCO Board of Directors. In addition to serving on the EDCO Board, these representatives may serve on committees, hold officer positions, and fulfill other board duties.
- 4. Reports:** EDCO must present regular progress reports to the Board of County Commissioners regarding the outcomes of funded activities and the use of County funds under this Agreement. Reports shall be made on an annual basis that corresponds with the County's budget process.
- 5. Program Review:** Use of County funds may be reviewed by County officials at any time during the funding period. Fiscal records must be made available to any official designated by the County.

Additionally, EDCO shall provide County with a copy of a set of reviewed financial statements completed by an independent firm.

6. Termination: This Agreement may be terminated by mutual consent of the parties or by either party upon ninety (90) days notice, unless a shorter period is agreed to by both parties. Notice of termination shall be issued in writing and delivered by certified mail or in person. Termination shall not affect payment for expenses or legally binding commitments properly incurred prior to such notice. Upon completion of the funding period or termination of this agreement for any reason, EDCO will repay to Deschutes County any remaining portion of the funds, which were not spent or otherwise committed on approved activities.

Deschutes County, by written notice of default, may terminate this Agreement if EDCO fails to provide all or any or material part of the activities described herein. However, County may, at its sole discretion and upon discovery of EDCO's violation of any provision within this Agreement, by written notice, cause funds or services to be withheld, reduced, or terminated pending resolution of the violation(s) to the satisfaction of County. Upon resolution of the violation(s), the terms, provisions, and conditions of this Agreement may be reinstated at the option of County.

7. Independent Contractor: EDCO represents and warrants that it: (i) is not an employee of Deschutes County, Oregon; (ii) is not currently employed by the Federal Government; and (iii) meets the specific independent contractor standards of ORS 670.600. EDCO is not an "officer", "employee ", or "agent" of Deschutes County, as those terms are used in ORS 30.265.

8. Compliance with Laws: EDCO agrees to be further bound by and shall comply with all applicable federal and state statutes, rules, and regulations and all applicable local laws and ordinances for activities conducted under this Agreement. EDCO shall maintain all licenses, certificates, authorizations, and other approvals required by applicable law to perform the activities described within this Agreement.

9. Indemnification: EDCO shall indemnify, defend, and save harmless Deschutes County and its officers, employees, and agents, from and against all claims, suits, actions, losses, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of EDCO that are subject to this Agreement, including, but not limited to, the activities of its officers, employees, subcontractors, or agents.

EDCO shall purchase and maintain, at EDCO's expense, the following types of insurance, with coverage for EDCO, its employees, and agents:

- a. Commercial General Liability insurance coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations, and contractual damages. By separate endorsement, the policy shall name Deschutes County, its officers, agents, employees, and volunteers as an additional insured. Commercial General Liability policies shall provide minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. EDCO shall furnish County with certification of Commercial General Liability insurance and a copy of the separate endorsement document.
- b. EDCO, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers ' Compensation Law shall comply with

ORS 656.017, which requires that Workers' Compensation coverage be provided for all subject workers. EDCO shall furnish County with certification of Workers' Compensation insurance, including employer's liability.

10. Merger Clause: This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. No understandings, agreements, or representation, oral or written, exists if not specified herein. EDCO, by signature of its authorized representative, hereby acknowledges that its officials have read this Agreement, understand it, and agree to be bound by its terms and conditions.

11. Litigation or Settlement of Disputes: If suit or action is instituted in connection with any controversy arising out of this Agreement, each party shall be responsible for its own attorney fees, both in preparation for and at trial and in any appeal or review.

SIGNATURES:

Economic Development for Central Oregon, Inc.:

Signature: _____ 

Name and Title: _____ Jon Stark, CEO

Date: _____ 7/1/24

Deschutes County:

Signature: _____

Name and Title: Nick Lelack, County Administrator

Date: _____

Attachment A
Designation of Funds

EDCO Regional Capacity / Operational Support: \$161,128

Economic Development for Central Oregon will maintain a strong regional organization with adequate capacity to deliver comprehensive local economic development programs in coordination with Deschutes County and local communities. Services included within the base operation of EDCO and receiving Deschutes County funds will include, but are not limited to, marketing, recruitment, retention/expansion, and formation of public/private partnerships.

Supporting Entrepreneurship and Early Stage Companies: \$46,253

EDCO will conduct additional activities to encourage and support local entrepreneurship by providing a mentoring network and facilitating access to equity/growth capital. Deschutes County funds will be used to support the Venture Catalyst Program which is focused on both mentoring entrepreneurs and managing early growth stage venture capital fund and angel investment fund programs.

Local Economic Development Capacity: \$117,136

EDCO will administer enhanced economic development efforts by hiring and retaining the staff necessary to support individual communities. For its investment, Deschutes County receives seven FTE and a relative apportionment of five additional staff delivering EDCO's mission. Deschutes County funds will be used to augment existing marketing and recruitment efforts to generate new job creation as follows:

- ***Bend:*** \$17,346

- ***Sunriver/La Pine:*** \$41,072

- ***Redmond:*** \$18,246

- ***Sisters:*** \$40,472

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
 2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



**GRANT AGREEMENT
BETWEEN DESCHUTES COUNTY AND
UNITED WAY OF CENTRAL OREGON
Agreement No. 2024-451**

Program Name: Emergency Food, Clothing and Shelter
Provider: United Way of Central Oregon
Address: PO Box 5969, Bend, OR 97708
Phone Number: 541-771-0848

Contact: Diana Fischetti, Executive Director
Amount of Award: \$60,000
Funding Period: Effective upon signature, through 6/30/2025

This Agreement consists of this document and Attachment A, Designation of Grant Funds.

Grant Objectives:

United Way of Central Oregon shall administer, distribute, and monitor grant funds to qualified and eligible local agencies for the purpose of providing emergency food, clothing, and shelter to Deschutes County residents in need.

Grant Activities:

United Way of Central Oregon shall use grant funds as described in Designation of Grant Funds (Attachment A) and in accordance with all provisions outlined below:

- 1. Use of Funds:** United Way of Central Oregon may use grant funds only for activities described in Attachment A. If funds are not expended consistent with these activities, County may require reimbursement of all or a portion of the grant and may terminate this Agreement.
- 2. Payment of Funds:** County grant funds will be paid to United Way of Central Oregon in entirety upon execution of this Agreement.
- 3. County Representation:** Deschutes County is entitled to fill by appointment one (1) seat on United Way of Central Oregon's Emergency Food and Shelter Grant Review Committee.
- 4. Semi-Annual Reports:** Following the conclusion of the emergency food and shelter grant review process, United Way of Central Oregon shall deliver to County a summary of grant awards made using Deschutes County funds.
- 5. Program Review:** Grant funded activities and use of County funds may be reviewed by County officials at any time during the funding period. Fiscal records must be made available within a reasonable period of time to any official designated by the County.
- 6. Termination:** This Agreement may be terminated by mutual consent of the parties or by either party upon ninety (90) days notice unless a shorter period is agreed to by both parties. Notice of

termination shall be issued in writing and delivered by certified mail or in person. Termination shall not affect payment for expenses or legally binding commitments properly incurred prior to such notice. Upon completion of the funding period or termination of this grant for any reason, United Way of Central Oregon will repay to County any remaining portion of the grant funds which were not spent or otherwise committed for approved grant activities.

County, by written notice of default, may terminate this Agreement if United Way of Central Oregon fails to provide all or any or material part of the activities described herein. However, County may, at its sole discretion and upon discovery of United Way of Central Oregon's violation of any provision within this Agreement, by written notice, cause funds or services to be withheld, reduced, or terminated pending resolution of the violation(s) to the satisfaction of County. Upon resolution of the violation(s), the terms, provisions, and conditions of this Agreement may be reinstated at the option of County.

7. Independent Contractor: United Way of Central Oregon represents and warrants that it: (i) is not an employee of Deschutes County, Oregon; (ii) is not currently employed by the Federal Government; and (iii) meets the specific independent contractor standards of ORS 670.600. United Way of Central Oregon is not an "officer", "employee", or "agent" of Deschutes County as those terms are used in ORS 30.265.

8. Compliance with Laws: United Way of Central Oregon agrees to be further bound by and shall comply with all applicable federal and state statutes, rules, and regulations and all applicable local laws and ordinances for activities conducted under this Agreement. United Way of Central Oregon shall maintain all licenses, certificates, authorizations, and other approvals required by applicable law to perform the activities described within this Agreement.

9. Indemnification: United Way of Central Oregon shall indemnify, defend and save harmless Deschutes County and its officers, employees, and agents, from and against all claims, suits, actions, losses, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of United Way of Central Oregon that are subject to this Agreement, including, but not limited to, the activities of its officers, employees, subcontractors, or agents.

10. Merger Clause: This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. No understandings, agreements, or representation, oral or written, exist if not specified herein. United Way of Central Oregon, by signature of its authorized representative, hereby acknowledges that its officials have read this Agreement, understand it, and agree to be bound by its terms and conditions.

11. Litigation or Settlement of Disputes: If suit or action is instituted in connection with any controversy arising out of this Agreement, each party shall be responsible for its own attorney fees, both in preparation for and at trial and in any appeal or review.

SIGNATURES:

United Way of Central Oregon:

Signature: _____

Name and Title: _____

Date: _____

Deschutes County:

Signature: Nick Wav _____

Name and Title: Nick Lelack, County Administrator

Date: 6/27/24 _____

Agreement 2024-451
Attachment A
Designation of Grant Funds

Emergency Food, Clothing, and Shelter Grants: \$58,800

United Way of Central Oregon shall administer, distribute, and monitor funds to qualified and eligible local agencies for the purpose of providing emergency food, clothing, and shelter to Deschutes County residents in need. Responsibilities associated with this activity may include, but are not limited to, coordinating with County staff; publicly announcing the availability of grant funds; receiving and screening grant applications; conducting a review process; awarding grants; executing contracts; and monitoring performance. United Way of Central Oregon will have authority to determine the procedures, methodologies, and processes used to perform these activities in accordance with the provisions of Agreement No. 2024-451 between United Way of Central Oregon and County.

Deschutes County Funding Administration: \$1,200

United Way of Central Oregon shall receive funds from County in the amount and for the purposes described above. United Way of Central Oregon may retain 2%, or \$1,200, of the total \$60,000 allocated for Deschutes County's portion of the emergency food, clothing, and shelter program to offset expenses associated with administering the program.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Approval of Interlocal Agreement between Deschutes County 4-H and Extension Service District and Oregon State University

RECOMMENDED MOTION:

Move approval of Document No. 2024-631, an interlocal agreement between Deschutes County 4-H and Extension Service District and Oregon State University.

BACKGROUND AND POLICY IMPLICATIONS:

OSU Extension Service was established in 1911 when the Oregon Agricultural College's Board of Regents organized Oregon Extension programs. In 1982, Deschutes County residents passed a permanent tax base to support local Extension programming. Oregon State University Extension Services and Deschutes County entered into an Intergovernmental Agreement listing out the roles and responsibilities of both entities as it relates to operating the Deschutes County 4-H/Extension Service District.

The attached updated IGA, Document 2024-631 extends the IGA through June 30, 2034 and contains minor changes to the existing IGA.

Also, attached is a marked-up version of the document that shows the changes to the existing IGA, Document 2020-308.

Finally, the IGA references a lease agreement, which currently does not exist. Staff will return to the Board with a draft lease for consideration at a future meeting.

BUDGET IMPACTS:

None

ATTENDANCE:

Erik Kropp, Deputy County Administrator
Nicole Strong, Regional Director, OSU Extension Service

approves ~~District's~~ delegation of obligations to Deschutes County. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, delegates, and assigns, if any.

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1.8. OSU agrees that the funds remitted to OSU shall be used for payment of expenses related to the operations of the Extension Service described in this Agreement.

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2. **DISTRICT AGREES TO:**

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2.1. Authorize and provide support and funding as indicated in the approved District budget to carry out OSU educational programs for the duration of this Agreement.

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2.2. Retain any approved funds not remitted to OSU. Funds retained in District for OSU educational programs will be used for payment of ~~District's~~ Extension Service related expenses.

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2.3. Designate a Budget Officer for District operations. The Budget Officer is responsible for the oversight of the budget and financial administration in accordance with the ~~District's~~ budget policies and any applicable budget laws; and serves as the primary contact for budget and financial administration inquiries for District operations. The Budget Officer must be a District or County employee.

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2.4. Promptly process payment of reimbursement requests by OSU in accordance with the budget adopted by the District. Reimbursement will be based on invoices provided by OSU. Reimbursement to OSU shall be made in four payments during the year. The total of the reimbursement payments shall not exceed the amounts shown on the invoices or the amounts appropriated for the purpose.

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3. **SITE AGREEMENT:** OSU's use of office and storage space under control of the District shall be detailed and recorded in a separate written agreement (i.e. lease, space use agreement, site rental, etc.) as mutually agreed upon by the Parties. District may fund the costs associated with the lease of the space as provided in Attachment A.

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4. **MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS:**

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4.1. This Agreement is effective on the date it has been signed by all Parties and all required approvals have been obtained. This Agreement expires on June 30, 2034.

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4.2. District and OSU understand and agree that each Party's respective financial responsibilities under this Agreement are contingent on receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to fund this Agreement.

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4.3. District agrees to reduce their contingency requirement to 8.3% (one-month) and OSU agrees to manage cash flow for the first quarter of each fiscal year in accordance with OSU letter to District dated January 19, 2023 allowing the District to meet its financial obligations prior to tax collection in November.

4.4. This Agreement may be terminated at any time pursuant to the mutual agreement of the Parties.

4.5. Subject to the limitations and conditions of the Family Educational Rights and Privacy Act, and any other applicable privacy laws, District will have the right to audit funding provided to OSU under this Agreement. OSU agrees that its records pertaining to this Agreement shall be available for audit upon request and with reasonable advance notice. The costs of such audit, if requested, shall be borne by District.

4.6. The Parties each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

4.7. Contribution.

4.7.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

4.7.2. For a Third Party Claim for which the Parties are jointly liable, each party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.

4.8. Each Party, through self-insurance or a commercial policy, shall be insured with adequate levels of excess general liability and commercial auto liability insurance and maintain workers' compensation insurance for its respective employees in conformance with ORS Chapter 656.017, subject to the Oregon Tort Claims Act (ORS 30.260, 30.300). A certificate of insurance will be provided upon request. OSU does not waive the right to subrogation.

4.9. The Parties agree they shall not discriminate based on race, color, national origin, religion, sex, gender identify (including gender expression), sexual orientation, disability, age, marital status, familial/parental status, income derived from a public assistance program, political beliefs, genetic information, veteran's status/service in the uniformed service, reprisal or retaliation for prior civil rights activity, or on any other basis protected by federal and/or state law.

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4.10. **MERGER:** THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER, SHALL BE EFFECITVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS AGREEMENT.

(Signatures on Following Page)

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GOVERNING BODY OF THE DESCHUTES COUNTY 4-H AND EXTENSION SERVICE DISTRICT

Patti Adair, Commissioner Date

Anthony Debone, Commissioner Date

Phil Chang, Commissioner Date

OREGON STATE UNIVERSITY

Nicole Strong Date
Central Regional Director

Kristopher Elliott Date
Interim Vice Provost of Extension & Engagement
Interim Director, OSU Extension Service

Michael J. Green Date
Vice President for Finance and Administration and CFO

Reviewed and Prepared by Date
Marlee Richter
Contracts Officer
Procurement, Contracts, and Materials Management

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ATTACHMENT A

District Support and Funding

Subject to the funding limitations specified in Section 2.1, District funds may be used for the following activities:

1. Office and educational support staff and faculty as needed, including all payroll and other compensation costs. OSU employees will be supervised and managed according to OSU policies and procedures.
2. Funding for space adequate to fully house staffing for OSU activities that are the subject of this Agreement, including but not limited to, office space in a District-owned or leased facility. Such space may include utilities, internet, telephone, kitchen facilities, and any maintenance and repair. Office occupancy agreements shall be made by separate written agreement between OSU and the District.
3. Funding to support travel and per diem expenses for OSU faculty, office staff, and educational support staff. All travel reimbursement rates and allowances are to conform to the OSU travel reimbursement rates.
4. Funding for other services, supplies, materials, publications, and operation costs as required in support of OSU education programs.
5. Funding for equipment and other capital outlay items which have been approved by the District's governing body.
6. Funding for other contingency expenditures, as approved by the District's governing body.

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INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into by Oregon State University and its Extension Service, hereinafter referred to as "OSU", and Deschutes County 4-H and Extension Service District, hereinafter referred to as "District." OSU and District may individually be referred to as a "Party" and collectively as "the Parties."

WHEREAS, ORS 451 grants Oregon counties the ability to establish service districts to provide services within a county or counties, including Agricultural educational extension services, and designates the county court, which includes the board of county commissioners, as the governing body of the service district. ORS 451 further states that the governing body shall carry out the powers and duties of the service district under the name of the district;

WHEREAS, the citizens of Deschutes County have expressed their need, desire, and support for OSU educational programs and OSU, through its Extension Service;

WHEREAS, OSU has the capability and resources to provide the desired educational programs;

WHEREAS, District was established by an Order of the Board of Commissioners for the County of Deschutes, Oregon on February 2, 1982, for the purpose of providing support and funding for OSU educational programs in County.

IT IS HEREBY AGREED, OSU and the District enter this Agreement for the provision of the delivery of OSU educational programs to residents of Deschutes County in consideration of the mutual promises stated herein.

1. OSU AGREES TO:

- 1.1. Deliver OSU educational programs and information to residents of Deschutes County.
- 1.2. Employ faculty and staff to deliver OSU educational programs that are the subject of this Agreement. The number of such employees will vary based on need and subject to available funding.
- 1.3. Designate one OSU representative to lead the effort to deliver OSU educational programs under this Agreement. This OSU representative is responsible for assigning tasks to OSU program and office staff and volunteers as deemed appropriate, serving as OSU's primary contact for any budget and financial administration inquiries, and liaising with District's Budget Officer regarding budget and financial administration.
- 1.4. Recruit and train volunteer citizens to assist in the delivery of OSU educational programs.
- 1.5. Provide leadership and training on OSU's educational programs for OSU faculty, staff, and volunteer residents.
- 1.6. Maintain a resource base of specialized personnel and research information for use by OSU faculty and volunteer citizens in the delivery of OSU educational programs.
- 1.7. OSU shall not subcontract, assign or transfer any of its interest in this Agreement, without the prior written consent of District. In the event that District chooses to delegate any or all District obligations under this Agreement to Deschutes County, OSU hereby accepts and

approves District’s delegation of obligations to Deschutes County. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, delegates, and assigns, if any.

- 1.8. OSU agrees that the funds remitted to OSU shall be used for payment of expenses related to the operations of the Extension Service described in this Agreement.

2. DISTRICT AGREES TO:

- 2.1. Authorize and provide support and funding as indicated in the approved District budget to carry out OSU educational programs for the duration of this Agreement.
- 2.2. Retain any approved funds not remitted to OSU. Funds retained in District for OSU educational programs will be used for payment of District’s Extension Service related expenses.
- 2.3. Designate a Budget Officer for District operations. The Budget Officer is responsible for the oversight of the budget and financial administration in accordance with the District’s budget policies and any applicable budget laws; and serves as the primary contact for budget and financial administration inquiries for District operations. The Budget Officer must be a District or County employee.
- 2.4. Promptly process payment of reimbursement requests by OSU in accordance with the budget adopted by the District. Reimbursement will be based on invoices provided by OSU. Reimbursement to OSU shall be made in four payments during the year. The total of the reimbursement payments shall not exceed the amounts shown on the invoices or the amounts appropriated for the purpose.

- 3. **SITE AGREEMENT:** OSU’s use of office and storage space under control of the District shall be detailed and recorded in a separate written agreement (i.e. lease, space use agreement, site rental, etc.) as mutually agreed upon by the Parties. District may fund the costs associated with the lease of the space as provided in Attachment A.

4. MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS:

- 4.1. This Agreement is effective on the date it has been signed by all Parties and all required approvals have been obtained. This Agreement expires on June 30, 2034.
- 4.2. District and OSU understand and agree that each Party’s respective financial responsibilities under this Agreement are contingent on receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to fund this Agreement.
- 4.3. District agrees to reduce their contingency requirement to 8.3% (one-month) and OSU agrees to manage cash flow for the first quarter of each fiscal year in accordance with OSU letter to District dated January 19, 2023 allowing the District to meet its financial obligations prior to tax collection in November.
- 4.4. This Agreement may be terminated at any time pursuant to the mutual agreement of the Parties.

- 4.5. Subject to the limitations and conditions of the Family Educational Rights and Privacy Act, and any other applicable privacy laws, District will have the right to audit funding provided to OSU under this Agreement. OSU agrees that its records pertaining to this Agreement shall be available for audit upon request and with reasonable advance notice. The costs of such audit, if requested, shall be borne by District.
- 4.6. The Parties each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- 4.7. Contribution.
- 4.7.1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a Party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- 4.7.2. For a Third Party Claim for which the Parties are jointly liable, each party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding.
- 4.8. Each Party, through self-insurance or a commercial policy, shall be insured with adequate levels of excess general liability and commercial auto liability insurance and maintain workers' compensation insurance for its respective employees in conformance with ORS Chapter 656.017, subject to the Oregon Tort Claims Act (ORS 30.260 - 30.300). A certificate of insurance will be provided upon request. OSU does not waive the right to subrogation.
- 4.9. The Parties agree they shall not discriminate based on race, color, national origin, religion, sex, gender identify (including gender expression), sexual orientation, disability, age, marital status, familial/parental status, income derived from a public assistance program, political beliefs, genetic information, veteran's status/service in the uniformed service, reprisal or retaliation for prior civil rights activity, or on any other basis protected by federal and/or state law.

4.10. **MERGER:** THIS AGREEMENT, INCLUDING ATTACHMENTS, WHICH ARE FULLY INCORPORATED BY THIS REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECITVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AND NEITHER PARTY SHALL BE ACCORDED ANY ADVANTAGE OVER THE OTHER BY REASON OF BEING THE DRAFTER OF ANY OF THE LANGUAGE OF THIS AGREEMENT.

(Signatures on Following Page)

ATTACHMENT A

District Support and Funding

Subject to the funding limitations specified in Section 2.1, District funds may be used for the following activities:

1. Office and educational support staff and faculty as needed, including all payroll and other compensation costs. OSU employees will be supervised and managed according to OSU policies and procedures.
2. Funding for space adequate to fully house staffing for OSU activities that are the subject of this Agreement, including but not limited to, office space in a District-owned or leased facility. Such space may include utilities, internet, telephone, kitchen facilities, and any maintenance and repair. Office occupancy agreements shall be made by separate written agreement between OSU and the District.
3. Funding to support travel and per diem expenses for OSU faculty, office staff, and educational support staff. All travel reimbursement rates and allowances are to conform to the OSU travel reimbursement rates.
4. Funding for other services, supplies, materials, publications, and operation costs as required in support of OSU education programs.
5. Funding for equipment and other capital outlay items which have been approved by the District’s governing body.
6. Funding for other contingency expenditures, as approved by the District’s governing body.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Notice of Intent to Award a contract for Market Research and Strategic Master Plan Design Services for the Deschutes County Fair & Expo

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-590.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Fair & Expo issued a Request for Proposals on March 4, 2024 seeking a qualified individual or agency to provide the following program elements:

- 1. Explore current market conditions, customer demographics, and future trends impacting the event and fair industry, and assist with preparing and planning for the future of the Deschutes County Fair & Expo property. The selected firm would be responsible for providing a detailed analysis of potential growth areas, revenue enhancement opportunities, and strategies for operational improvement.
2. Develop a comprehensive written and graphic master plan for the Deschutes County Fair & Expo facility that lays out a well-defined, clear, actionable strategy for the future development and use of the facility.

Additional services which may be added to the scope of this procurement included:

- Facilities condition assessment; and
• Additional professional analysis supporting the Facility Condition Assessment, including phased approaches for asset development, overhead costs related to operating and servicing the facility, and variable cost structure for the market and business model.

Four proposals were received in response to the RFP from the following firms:

- Populous Architect, P.C.
K/O Fairground Planners Designers
C.H. Johnson Consulting, Inc.
LRS Architects

The Department scored the proposals using a qualifications-based selection process. Based on this process, Populous Architect, P.C. ("Consultant") was selected as the top-ranking proposer on June 7, 2024.

The Notice of Intent to Award Contract will assert the County's intent to award a contract to the Consultant and will begin a one-week protest period for interested parties to submit written protest of contract award. If no protests are received during that period, the contract will be awarded administratively.

BUDGET IMPACTS:

At the end of the protest period the County will complete negotiations with Populous Architect, P.C. and enter into a services contract.

ATTENDANCE:

Geoff Hinds, Fair & Expo Director

7/10/2024

Sent via email & First Class Mail

Posted on the Deschutes County, Oregon Bids and RFPs website at <http://www.deschutescounty.gov/rfps> prior to 4:00 PM on the date of this Notice.

RE: Project - Contract for Market Research and Strategic Master Plan Design Services for Deschutes County Fair & Expo

NOTICE OF INTENT TO AWARD CONTRACT

On July 10, 2024, the Deschutes County Fair & Expo Center of Deschutes County, Oregon, considered proposals for the above-referenced project. The Deschutes County Fair & Expo Center determined that the successful bidder or proposer for the project was Populous Architect, P.C. of Kansas City, MO. At the end of the protest period the County will complete negotiations with Populous Architect, P.C. and enter into a services contract.

This Notice of Intent to Award Contract is issued pursuant to Oregon Revised Statute (ORS) 279B.135. Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice may submit a written protest within seven (7) calendar days after the issuance of this Notice of Intent to Award Contract to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will expire at 4:00 PM on July 17, 2024.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract, or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; fax (541) 383-0496; or email to david.doyle@deschutes.org.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
DESCHUTES COUNTY, OREGON

[Authorized signature]

cc: See attached List

Contract for Market Research and Strategic Master Plan Design Services for Deschutes
County Fair & Expo

BIDDER #1

Populous Architect, P.C.
4800 Main Street, Suite 300
Kansas City, MO 64112
971.286.3909

BIDDER #2

K/O Fairground Planners Designers
650 S. Prairie View Dr., Studio 103
West Des Moines, IA 50266
515.238.4312

BIDDER #3

C.H. Johnson Consulting, Inc.
6 East Monroe Street, Fifth Floor
Chicago, IL 60603
312.447.2010

BIDDER #4

LRS Architects
720 NW Davis Street, Suite 300
Portland, OR 97209
503.221.1121



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Application for a grant from the Criminal Justice Commission to combat organized retail theft

RECOMMENDED MOTION:

Move to authorize the submittal of an application for a Criminal Justice Commission Organized Retail Theft Grant.

BACKGROUND AND POLICY IMPLICATIONS:

The District Attorney's Office (DAO) seeks Board authorization to apply for a Criminal Justice Commission Organized Retail Theft grant for the purpose of partnering with the Bend Police Department (BPD) to address organized retail theft. The DAO and BPD will work together to gain a more comprehensive understanding of the organized retail theft (ORT) environment in our community. Both agencies believe ORT is occurring more frequently than it is being charged, and that developing strong working relationships with retailers will aid in connecting individual thefts to larger, more organized crime operations.

The goals of the program are to establish relationships with key retailers and develop a plan on how best to address ORT going forward. A Memorandum of Understanding between DAO and BPD would define the program, which is expected to identify training opportunities on ORT, connect with other communities across the state which have successful retailer relationships, and host a series of community-based retailer meetings.

If granted, the funds will be used to support a part time FTE for project management at the DAO, retail theft training for BPD and DAO staff, travel, and the promotion and hosting of local retailer meetings.

The grant cycle would be for ten months starting September 1, 2024 and ending June 30, 2025. This is the first time the Criminal Justice Commission has offered this grant.

BUDGET IMPACTS:

If approved, the application would result in a grant award of approximately \$50,000. About \$23,000 would be used for a 0.2 FTE program manager; \$3,000 for meeting facilitation, materials, and promotion; and \$24,000 for travel and training.

There is no requirement for matching funds.

ATTENDANCE:

Kathleen Meehan Coop, Management Analyst

1. These narrative application questions focus on how the applicant addresses the following funding priorities:

- Ability to address organized retail theft that places retail employees, the public, or both, at risk of physical injury.
- Ability to identify and address fencing networks connected to organized retail theft.
- Ability to identify and address the underlying causes of organized retail theft by focusing on individuals or groups who have committed or are at risk of committing organized retail theft.
- Evidence of collaboration with retailers or law enforcement agencies to support the reduction of organized retail theft in the jurisdiction served by the grant.
- Grant-funded operations designed to have a regional or statewide beneficial effect on the reduction of organized retail theft.
- Other criteria that the Commission chooses to include in the Organized Retail Theft Grant Program solicitation.

2. It is strongly recommended that applicants first read through all application questions and closely review the list of required documentation listed in the Grant Solicitation.

1. Describe the jurisdiction your program will serve if awarded funds.

The Deschutes County/Bend Organized Retail Theft program will address organized retail theft (ORT) in Deschutes County, specifically focusing on the City of Bend.

Deschutes County has a population of over 208,000 and is demographically 0.6% Black, 1.1% American Indian & Alaskan Native, 1.4% Asian, 0.2% Native Hawaiian or Pacific Islander, 3.1% two or more races, 8.3% Hispanic or Latino, and 85.8% White – non-Hispanic. The county is 3,018 square miles and is defined as a Metro area, but half of the county zip codes are identified as rural areas by the Federal Office of Rural Health Policy.

The City of Bend is the county seat, home to nearly half of the county’s population, and is intersected by Hwy 97 a major North/South transportation corridor. Bend is also the location of the majority of the jurisdiction’s retail stores (approximately 325 retailers). This not only makes Bend the primary shopping location for Bend and other Deschutes County residents but also for residents from all across Central Oregon. Given the higher population density and the higher number of retail stores, of which many are larger well-known national chains, we suspect Bend retailers are experiencing the most organized retail theft within our community.

2. Describe the organized retail theft-related problem within the defined jurisdiction that your program seeks to address.

Within the last 24 months (June 2022-May 2024) the Deschutes County District Attorney's Office (DCDA) has charged five organized retail theft (ORT) cases. Although that number may be comparatively small, it reflects a 150% increase in ORT cases from the prior four years (2018-2021).

The Bend Police Department (BPD) and the DCDA are in agreement that ORT is occurring in our community at a higher rate than the number of charged cases indicates. This is in part due to our jurisdiction lacking an ORT-dedicated team to investigate these crimes. Because we do not have strong relationships with the local retailers, we believe the retail stores are not reporting all of the thefts they are experiencing. In addition, we know that many of the larger retail stores are tracking shrinkage and loss, but since they are currently not sharing that information with law enforcement and prosecutors, we are missing out on opportunities to make connections between crimes.

Given the short timeframe of this grant opportunity and the current capacity at each agency, we would like to start our work in the area of ORT by specifically focusing on developing collaborative relationships between our local retailers and law enforcement. In particular, building relationships with the large-box stores in Bend that have the resources and personnel to assist with ORT data collection. Establishing these relationships will provide us with a better understanding of the scope of ORT crimes in our jurisdiction.

3. How does your organization identify or intend to identify the underlying causes of organized retail theft by focusing on individuals or groups who have committed or are at risk of committing organized retail theft?

The ORT team's plan to establish collaborative relationships with retailers is in part because we want to create a level of trust that will lead to data-sharing agreements, which will aid us in identifying the underlying causes of ORT in our jurisdiction.

Access to the information that retail stores collect on ORT offenders is a critical element in the development of our ORT program and stopping this crime. Currently, even if we had an ORT team with dedicated investigators at BPD, the lack of data from the retailers would result in us still not having a true understanding of the ORT environment in Bend. However, with access to comprehensive ORT information from multiple sources, we will increase our ability to identify who is involved in the crimes and gain a true understanding of what the underlying causes are within our jurisdiction, so we can take the most appropriate steps and interventions going forward.

4. How does your organization identify or intend to identify and address fencing organizations connected to organized retail theft?

While we believe that fencing is occurring, we will not be addressing this issue directly during this funding cycle. We anticipate that the information gleaned from our future retailer partners will help us learn more about the extent of this problem in Bend. The information collected during this funding period will then help us determine the best approach to addressing this challenge as we draft our ORT plan.

5. Does your organization have existing infrastructure (i.e. personnel, equipment) with a primary focus of addressing organized retail theft?

No

6. How will your organization use grant funds to investigate, disrupt, deter or reduce organized retail theft within the program’s jurisdiction?

Our goals during this shortened grant period (10 months) are to: 1) Provide BPD & DCDA training in ORT and retailer relationship building, 2) Build relationships with local retailers that will lead to data-sharing agreements, and 3) Develop a comprehensive ORT crime plan for FY26. To do this we will be requesting funds to support the FTE of a part-time program manager to oversee the collaboration between DCDA and BPD, and the relationship building with the local retailers. The program manager will:

- a) Serve as the liaison between the agencies,
- b) Draft the DCDA/BPD MOU,
- c) Organize training opportunities and meetings with other communities to inform our plans for engaging with local retailers in Bend,
- d) Create materials for and conduct outreach to Bend’s retail community,
- e) Coordinate and host the retailer meetings,
- f) Write the data-sharing agreements with selected retailers, and
- g) Oversee the development of the Bend ORT plan.

Funds will also be requested to cover travel to participate in a retail asset protection conference in Washington, DC in April 2025, attend meetings in other Oregon counties with ORT programs, and host and promote the retail meetings in Bend.

7. How does your organization address or intend to address organized retail theft that places retail employees, the public, or both, at risk of physical injury?

By hosting informational listening sessions with retailers, we will gain a better understanding of the risk our retailers and their employees are currently experiencing. This information will guide us as we develop our comprehensive ORT plan, which we will implement when we have a dedicated ORT team that includes BPD ORT investigators.

We suspect that our ORT plan will likely include training for retail staff to address safety issues, but may also include additional elements which we will glean from these retailer listening sessions. It is the purpose of this phase of our project to gain a better understanding of what our local retailers are experiencing so we can address those specific challenges directly and more effectively going forward.

8. How does your organization currently track or plan to track your efforts to reduce organized retail theft? What concrete measures (i.e. number of individuals charged, items recovered, value of items recovered) will you use?

When we establish our ORT plan at the end of our project, we will outline specific measures to track our success based upon what we learn from our local retailers regarding the specific types of crimes they are experiencing and by asking which metrics are most valuable and important to them. Metrics may include: tracking cases charged, law enforcement follow-up and investigation of crimes, the quantity and value of merchandise recovered, and/or the perceived level of safety retailers' employees are experiencing. This qualitative and quantitative information will likely be collected through a regular survey sent out to retailers under the comprehensive ORT plan we will be developing.

We would also use the case management database systems at the DCDA and BPD to track the number of reports received from retailers, investigations started, as well as convictions that result from those investigations. This data would provide us with a solid picture of the problem within the community and would inform us on the progress being made from a law enforcement and prosecution standpoint. In addition, we would track the number of ORT crime victims and the value of the items stolen, to offer us with a perspective of how these crimes are impacting the community at-large.

9. Does your organization have collaborative partnerships in place with local law enforcement?

Yes

a. If yes, describe these partnerships and explain how they will be utilized to support and measure the reduction of organized retail theft within the program’s jurisdiction.

The BPD and DCDA have frequently collaborated on community projects. Both agencies are part of LPSCC and have a strong working relationship. When funding is secured we will establish an MOU to outline the specific steps each agency will take to implement this grant project, which will begin our efforts to support and measure the reduction of organized retail theft in Bend.

The DCDA will take the lead on providing project and grant management. The DCDA and BPD will identify team members to assist with the project and attend program planning and training. Senior management, along with the selected ORT team members from each agency will participate in quarterly project meetings. The ORT team will also participate in the community retail meetings and in the discussions to prepare for and evaluate the feedback from the retailers. Key individuals from the team will engage in follow-up discussions with interested retailers to help establish the retail partnership data-sharing agreements. This work will occur over 10 months from September 1, 2024, to June 30, 2025.

Kathleen Meehan Coop will serve as the part-time program manager at DCDA. She has extensive experience with project management. Meehan Coop has been with DCDA for nine years overseeing special programs. She has an MBA and M.Ed., and a background in program development and grant management.

10. Does your organization have collaborative partnerships in place with retailers, community groups, or associations impacted by organized retail theft?

No

11. Describe your program's specific and achievable time-based goals to reduce organized retail crime within your jurisdiction.

By June 30, 2025, under a joint DCDA/BPD MOU, Deschutes County will have:

- a. An understanding of the current ORT environment within Bend
- b. Obtained additional ORT training
- c. Established data-sharing agreements with at least two larger retailers in Bend
- d. Developed a long-term plan to reduce ORT in our jurisdiction

To achieve these goals, the ORT team will meet with representatives from other Oregon jurisdictions that have successful ORT programs. We will host a series of informational listening sessions to hear directly from local retailers about what they have been experiencing and their ORT concerns. These meetings will show our commitment to stopping these serious crimes and provide an opportunity to discuss how we all might work together to address this problem.

Next, we will convene meetings with select retailers to learn more about the type of data they collect, discuss what information is needed to successfully investigate and prosecute these crimes, establish methods to share information, and outline what each partner can expect from each other through the data-sharing agreements.

Finally, the ORT team will draft an ORT plan based on what they have learned, which will include an outline of our jurisdiction's ORT priorities, tracking measures and how those measures will be collected and analyzed, how the underlying causes of ORT will be addressed, and what resources will be needed to successfully address ORT.

DETAILED TIMELINE

Quarterly Project Meetings - Sep 2024 and Jan & Mar 2025

Meetings with Other OR Communities - Oct-Dec 2024

Pre & Post Retail Planning Meetings - Nov & Dec 2024 and Mar & Apr 2025

Group Retailer Meetings - Jan, Feb & Mar 2025

Individual Retailer Meetings - Mar, Apr & May 2025

Retailer Data-Sharing Agreements - Apr, May & Jun 2025

Develop Bend ORT Plan - May & Jun 2025



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Resolution No. 2024-037 imposing public use fire restrictions on unprotected lands and County-owned lands

RECOMMENDED MOTION:

Move approval of Resolution No. 2024-037 declaring a state of emergency and imposing public use fire restrictions.

BACKGROUND AND POLICY IMPLICATIONS:

Each year since 2014 Deschutes County has imposed public use restrictions to prevent wildfire starts on unprotected lands and lands owned by Deschutes County. Unprotected lands are defined as those lands outside structural fire protection districts and Oregon Department of Forestry fire protection. As we transition to warmer and drier summer weather, staff recommends the Board approve these restrictions in the interest of public safety.

BUDGET IMPACTS:

None

ATTENDANCE:

Kevin Moriarty, Forester

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution Declaring a State of Emergency and *
Imposing Public Use Restrictions on all * RESOLUTION NO. 2024-037
Unprotected Wildlands within unincorporated *
Deschutes County, and all Lands owned by
Deschutes County

WHEREAS, ORS 401.309 authorizes the county governing body to declare a state of emergency within the county; and

WHEREAS, wildland fires endanger the health and safety of the county's population, jeopardize its economic vitality and imperil the quality of the environment; and

WHEREAS, the Deschutes County Emergency Operations Plan (EOP) provides in part that a state of emergency exists whenever the unincorporated area of the county is in imminent danger of suffering an event that may cause injury or death to persons, or damage to or destruction of property to the extent that extraordinary measures must be taken to protect the public health, safety, and welfare; and

WHEREAS, current weather patterns create conditions that greatly increase the threat and likelihood of high intensity wildland fires, including wildland-urban interface wildfires; and

WHEREAS, the definition of wildland fire is an unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out: and

WHEREAS, the Deschutes County Emergency Operations Plan and the Deschutes County Natural Hazards Mitigation Plan encourage mitigation and prevention measures, including ignition prevention; and

WHEREAS, Deschutes County seeks to implement a course of action that will reduce the risk of wildland fires within the unincorporated area of the county, now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. Pursuant to ORS 401.309 and the Deschutes County EOP, a State of Emergency is presently declared within the unincorporated areas of Deschutes County.

Section 2. Effective upon signing of this Resolution, a Public Use Restriction on all unprotected wildlands within unincorporated Deschutes County, and all lands owned by Deschutes County, is in effect through October 15, 2024 or unless otherwise rescinded.

Section 3. The restrictions imposed by these Public Use Restrictions are listed on Exhibit 1, attached to this Resolution and incorporated herein.

Section 4. Violations of these Public Use Restrictions imposed by this Resolution shall be prosecuted as civil matters, as permitted by law, and may subject violators to civil damages and/or injunctive process.

Section 5. Any members of the public who are in violation of these Public Use Restrictions while present on county owned lands are deemed to be trespassing and are subject to criminal prosecution, as permitted by law.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DeBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT 1

DESCHUTES COUNTY Public Use Restrictions

Enacting Authority: Deschutes County Resolution No. 2024-037

Applicability of Public Use Restrictions: All unprotected wildlands within unincorporated Deschutes County, and all lands owned by Deschutes County. Unprotected lands are defined as non-federal lands outside of Rural Fire Protection Districts, and outside of lands protected by the Oregon Department of Forestry.

It is unlawful to be in violation of the following restrictions:

- Smoking is prohibited while traveling, except in vehicles on improved roads. Note: ORS 476.715 prohibits throwing away any lighted tobacco, cigars, cigarettes, matches or other lighted material, on any forestland, private road, public highway or railroad right of way within this state.
- Open fires are prohibited, including campfires, charcoal fires, cooking fires and warming fires, except in designated areas. Portable cooking stoves using liquefied or bottled fuels are allowed.
- Chainsaw use is prohibited, between the hours of 1:00 p.m. and 8:00 p.m. Chainsaw use is permitted at all other hours, if the following firefighting equipment is present with each operating saw: one axe, one shovel, and one 8 ounce or larger fire extinguisher. In addition, a fire watch is required at least one hour following the use of each saw.
- Cutting, grinding and welding of metal is prohibited between the hours of 1:00 p.m. and 8:00 p.m. At all other times the area is to be cleared of flammable vegetation and the following fire equipment is required: one axe, one shovel, and one 2 ½ pound or larger fire extinguisher in good working order.
- Use of motor vehicles, including motorcycles and all-terrain vehicles, is prohibited, except on improved roads and except for vehicle use by a landowner and employees of the landowner upon their own land while conducting activities associated with their livelihood.
- Possession of the following firefighting equipment is required while traveling in a motorized vehicle, except on federal and state highways, county roads and driveways: one shovel and one gallon of water or one 2½ pound or larger fire

extinguisher, except all-terrain vehicles and motorcycles which must be equipped with an approved spark arrestor in good working condition.

- Mowing of dried grass with power driven equipment is prohibited, between the hours of 1:00 p.m. and 8:00 p.m., except for the commercial culture and harvest of agricultural crops.
- Use of fireworks is prohibited.
- The release of sky lanterns is prohibited.
- The discharging of exploding targets or tracer ammunition is prohibited.
- Blasting is prohibited.
- Any electric fence controller in use shall be: 1) Listed by a nationally recognized testing laboratory or be certified by the Department of Consumer and Business Services; and 2) Operated in compliance with manufacturer's instructions.

The County Forester or an authorized representative may, in writing, approve a modification or waiver of these requirements.

These restrictions shall remain in effect through October 15, 2024, unless earlier replaced, suspended, or terminated by an additional Resolution of the Deschutes County Board of County Commissioners.

Maps of the subject area(s) may be viewed at the County Forester's Office, 61150 SE 27th Street, Bend, Oregon 97702 or at <https://maps.deschutes.org/custom/basic/PublicUseRestrictions.html>

Information and maps of regulated closures for the Oregon Department of Forestry can be found at the following website: <https://www.oregon.gov/ODF/Fire/Pages/Restrictions.aspx>

Information and maps of public use restrictions on Deschutes National Forest can be found at the following website: <https://www.fs.usda.gov/main/deschutes/home>

Definitions of words or phrases used in this Exhibit may be found in ORS 477.001, OAR 629-041-0005.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Chair-initiated discussion on Sunbreak Ranch and Lane County Pilot Program

BACKGROUND AND POLICY IMPLICATIONS:

Chair Patti Adair asked staff to schedule a Board meeting item to discuss examples of managed camps for people who are houseless:

- Sunbreakranch.com – San Diego, CA area
- Lane County Pilot Program (intensive outreach engagement)

Attached are notes from Chair Adair on these two projects.

As an update on the DSL land exchange work, County staff met with City of Redmond staff to discuss conceptual ideas for a supported/managed camp on the County-owned 45-acres Southeast of Redmond. City staff provided a copy of the Redmond City Code covering "Supportive Shelter Standards" – Section 8.370 (attached). County and City staff are scheduled to meet with Redmond Service Providers on July 16, 2024 for discussion and input on operating a supported/managed camp on the County-owned 45-acres. County staff plans to come back to the Board of County Commissioners with draft options for the 45-acres. The options will include a "supported camp" up through a staffed "managed camp."

BUDGET IMPACTS:

TBD

ATTENDANCE:

Chair Patti Adair

The Triage Model for Homeless Resolution- Sunbreakranch.com (San Diego, CA)

Sunbreak Ranch is a proposed central navigation center, designed to house people, identify their needs and move them with care and proper treatment to more permanent housing or treatment centers. It is an emergency , regional “triage” center where everyone in need will have a clean, healthy, safe and secure place to reside and sleep.

Sunbreak will be a voluntary village where individuals can reside in a series of designated and protected areas for families, single mothers, seniors, veterans, those with dogs and so on. The physical layout of the facility is important to achieving those goals. There will be individual sections for men, women, families, and a place where individuals can pitch their tents if that is their desire. There will also be an area for safe parking (RVs and cars) for those people who want to maintain those as their residence. Ideally, there will also be a significant number of pods (current funding available through the state) for individuals who qualify.

The following services will be provided: clean toilets, showers, dining hall, medical tent, storage (shipping containers) facilities, onsite homeless service providers, mental health counselors, substance abuse specialists and vocational trainers.

Each individual or family is treated individually with a thorough examination of their needs. Individuals and their families are brought in from unsanctioned camps /streets and are evaluated by professionals which include current service providers. Once the assessment is complete, a clear program can be established to meet those individual needs. The goal is to place the person(s) on a path to recover from homelessness and to rejoin society as a productive member.

This will be a managed facility, 24/7, with private security (and/or police) to maintain a safe environment away from the criminals who prey on the homeless on the streets. There will also be trash pickup & potable water. A bus line will serve the location multiple times per day. The facility will be kept clean with residents helping to maintain a neat, organized facility.

It is anticipated that there will be ultimately three facilities to address Deschutes County, each holding up to 200 (???) residents – One in Bend, one in Redmond and one in LaPine, all following the same model. Best to begin with one in Bend (with approx.. 50-100, then scale) and once up and running smoothly, duplicate the model in Redmond and La Pine. All other unsanctioned encampments in Deschutes County (public lands included) will be closed and restored. Those who are living unsheltered, will be given a choice to move to a village or leave the county. The enforcement of the camping laws are critical in order to protect our county from additional human caused wild fires that are being generated in the current unsanctioned camps.

Why use the concept of triage? Homeless individuals are in one way or another “wounded” and need help to recover. Triage accounts for individual needs rather than some blanket solution which may only address part of the problem. They need to be dealt with on an individual basis with the proper services so their specific needs can be addressed.

Funding: a combination of private & public funding will most likely be needed. Costs will need to be streamlined and efficient.

Notes from Pilot Program in Lane County – Andrea, Human Services Division

Over the last year , Lane County has sponsored a pilot program which utilized intensive outreach engagement, a multi- disciplinary approach, to improve services and sites (for approx. 90 days) before relocation to permanent housing . It was a targeted , organized approach. They selected 2 encampments: 1) with 6 households and 2) the other with 18 households. Their outreach team consisted of 3 people and they performed regular (ideal is daily) outreach. One year later 100% of the households in site #1 are still housed . For site #2 – 88% are housed, 5% are enrolled (?) and 5% exited to homelessness.

They stated it was critical to get buy in from the camp residents at the beginning. They created a by name list and entered into HMIS. They dedicated some efforts to a master lease program which local landlords which was funded by EO money. They were also able to utilize Governor All In Housing Funds, and Diversion Funds (for move in funds & reconnection to family) . The Diversion program used a small amount of funding, but was very successful.

The partnerships between public works, law enforcement and local businesses were critical. They stated that the challenges included buy in from stakeholders & streamlined communication.

In Lane county there is a dedicated Landlord Liaison who works to help mitigate risk and offers incentives to not look so hard at tenant credit scores. Polk County also has a someone working on landlord relationships.

Mike Savara from the State, also spoke and mentioned the Governor’s desire to continue programs to help people from becoming homeless. They will be launching a long term rental program through the entire state including an Elder Rental Assistance Program.

Sec. 8.370. Supportive Shelter Standards.

- 1. *Applicability.*
 - A. Any proposal for a supportive shelter which is identified as a qualifying emergency shelter under ORS 197.782 shall be reviewed for compliance with State law and approved accordingly.
 - B. See Use Tables 8.135, 8.137, 8.190, 8.220 and 8.260.
- 2. *Review and Application.* Supportive shelters shall be reviewed as a Development Action. An approved site plan shall identify an appropriate timeline and process for periodic review and renewal. A complete application for a Support Shelter proposal shall include:
 - A. *Pre-development.* A completed Pre-development Application prior to submission.
 - B. *Site Plan.* A site plan which demonstrates compliance with standards of this Section.
 - C. *Lease or Legal Use Agreement.* A copy of the lease document or equivalent that outlines the legal agreement between the applicant and the property owner to use the subject property for the supportive shelter proposal, if the applicant is not the property owner.
 - D. *Financial Security Proposal.* Proof of financial security in compliance with Subsection (6.D.) of these standards.
 - E. *Operating Plan.* A plan outlining and identifying the operations, security, and case management services.
 - G. *Narrative.* A narrative explaining the supportive shelters compliance with these standards. This includes a description of the managing agency, the name and contact information of the designated contact person from the managing agency, and a copy of the draft Code of Conduct that would be provided to authorized shelter residents.
- 3. *Shelter Unit.* A shelter unit provides shelter from the elements. Shelter units are not dwelling units, and no structure that could meet building code as a dwelling unit shall be used as a shelter unit. Shelter units shall obtain all building permits determined to be necessary by the Building Official and may not contain natural gas appliances, propane heaters, or generators.

Shelter Unit Types:

- A. Tents, yurts, and membrane or fabric structures, as per ORS 197.746.
 - B. Recreational Vehicles or other privately owned Vehicle (as defined by Section 5.325 of City Code).
 - C. Site-built, modular, or prefabricated structures, or similarly built structures, which do not contain permanent provisions for cooking.
- 4. *Development Standards.*
 - A. *Height and Setbacks.* Building height and setback standards of the underlying zone shall apply to any supportive shelter site.
 - 1. Setback standards shall only be applied to permanent structures, such as common area buildings.
 - 2. No shelter units regardless of type may be sited closer than ten feet to any public right-of-way.
 - B. *Density.* No supportive shelter site shall exceed a density of 25 shelter units per net acre.
 - 5. *Site Layout and Characteristics.*
 - A. *Proximity and Spacing.* Shelter units of various types may be collocated, provided they are clearly delineated, and development standards are met. Shelter units must be sited with adequate separation

between shelter types and units to provide for safety and privacy. Spacing will vary depending on shelter-type, fire-separation requirements, ADA compliance, emergency egress pathways, and emergency access for first responders.

- B. *Parking.* Parking areas shall be provided for use by shelter residents, staff, and visitors pursuant to Sections 8.500 through 8.515 (Off-Street Parking and Loading Requirements). Additional spaces shall be provided for authorized shelter residents using privately owned vehicles as shelter units. Parking shall be approved based on capacity proffered by managing agency providing services.
- C. *Storage.* No outdoor storage is permitted, excluding bicycles or similar mobility devices, except as provided in a designated and approved storage area. Residents shall be provided with enclosed, secure storage for their belongings.
- D. *Fencing.* The supportive shelter site shall be fenced and screened from sight except at entry and exit places. The fencing and screening shall be no less than six feet in height and shall be maintained. The Community Development Director may allow for deviations or reduced fencing or screening standards.
- E. *Signage.* A sign must be posted with the name and phone number of the managing agency. This sign is exempt from sign standards but must be posted at the entrance to the supportive shelter site and shall not be illuminated or exceed six square feet in size.
- F. *Common Area Facilities.* Common areas for use by the authorized shelter residents and staff shall be provided to ensure adequate trash and recycling services. At least one toilet and hand-washing station shall be provided and maintained. These common areas may provide access to water, sanitation, laundry, cooking, warming or cooling areas, through permanent or temporary facilities. The Oregon Health Authority may require public health best practices for shared health and sanitation facilities. Common areas may also be furnished with facilities needed by the managing agency to provide other supportive services, such as case management, counseling, daycare, kennel space, skill development, or similar.
- G. *Compliance.* The layout of the supportive shelter site and all structures shall comply with any applicable Federal, State, and local requirements, including but not limited to Fire, Environmental Health, Building, and Engineering requirements and will not pose any unreasonable risk to public health or safety.
 - 1. Ensure units and support structures are accessible in accordance with the Americans with Disabilities Act of 1990 (ADA), as amended and in accordance with the City of Redmond Building Code.

6. *Site Management.* An approved supportive shelter site must be actively managed and maintained by a managing agency in order to operate and serve shelter residents. A shelter site that is not being actively managed or maintained by a managing agency for a period of six or more months will be considered to be an abandonment of the use unless an extension or another approval is obtained. A shelter site found to be operating without being actively managed and maintained by a managing agency will be considered to be in violation of this Section.

- A. *Managing Agency.* The managing agency may be any governmental, housing authority, nonprofit, religious agency or public benefits corporation (as defined in ORS 65.001). The managing agency must have a designated contact person and their contact information must be kept up to date for the City's use and reference.
- B. *Active Management and Maintenance.* A managing agency can demonstrate active management and maintenance of the supportive shelter site by having a local or on-site presence and being available to accept and respond to telephone calls during business hours and to any potential after-hours emergency.

1. *Supportive Services.* A managing agency must be providing supportive services to each authorized shelter resident for the entire duration that the shelter has residents. Staff must be able to assist residents in obtaining necessary documentation, such as government identification and vehicle registration and insurance. Additional on-site services may include case management services for housing, financial, vocational, educational, physical or behavioral health care, public benefits, and any other similar services incidental to shelter.

C. *Code of Conduct.* The managing agency shall not authorize a shelter resident without providing each resident with a code of conduct form to review and sign. The managing agency has the right to refuse entry or discontinue use for any individual. The code of conduct shall be written in a language understandable to the resident and shall contain policies and information that set out regulations regarding:

1. How individuals who may stay on the premises will be selected.
2. How many days someone may stay on the premises.
3. Supervision and identification of the supportive services or case management to be provided.
4. What structures or other items may be placed or stored on the premises.
5. Conduct, noise disturbance, pets, location and expected use of all common area facilities, and visitation.
6. Prohibition of open flames on the premises, or within vehicles unless contained in a Recreational Vehicle (RV) currently titled and registered with the State of Oregon Department of Motor Vehicles.
7. Other information or policies the managing agency feels necessary to include.

D. *Financial Security.* The managing agency at the time of application shall provide a financial security proposal to ensure the removal of the improvements should the shelter site approval expire or become void. This may be in the form of a bond, petition, cash, or other adequate method. The financial security itself shall be provided to the City and secured before the shelter site may begin operation, or else the operation of the supportive shelter will be considered to be in violation of this code.

E. *Enforcement.*

1. Approval of a supportive shelter site shall not be construed to abrogate or limit the jurisdiction or authority of the Redmond Police Department or any other law enforcement agency. Notwithstanding any other provision of this Section or City Code, the City Manager or designee may:
 - A. Revoke authorization of a supportive shelter site for violations of the requirements of this Section.
 - B. Prohibit a supportive shelter site on a property if the City finds that any activity related to the shelter site on that property constitutes a nuisance or other threat to the public welfare.
2. Nothing in this Section of this code creates any duty on the part of the City or its agents to ensure the protection of persons or property with regard to permitted supportive shelter sites.

(Ord. No. 2023-07, 12-19-2023)

Editor's note(s)—Section 8.370 Building Setbacks for the Protection of Solar Access was amended by Ord. No. 2012-04 passed April 24, 2012. Later, was amended by Ord. No. 2020-15 passed November 10, 2020. Later, was deleted by Ord. No. 2022-04 passed June 28, 2022.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Public Hearing: Appeal of Psilocybin Service Center

RECOMMENDED MOTION:

Open the public hearing for file no. 247-24-000292-A, an appeal of a Hearings Officer Decision denying a psilocybin service center.

At the conclusion of the public hearing, the Board can choose one of the following options:

- Continue the hearing to a date and time certain;
• Close the oral portion of the hearing and leave the written record open to a date and time certain;
• Close the hearing and commence deliberations; or
• Close the hearing and schedule deliberations for a date and time to be determined.

BACKGROUND AND POLICY IMPLICATIONS:

On July 17, 2024, the Board will hold a public hearing on an appeal of a Hearings Officer's decision for a psilocybin service center within Juniper Preserve (formerly Pronghorn) destination resort. A public hearing was held before the Deschutes County Hearings Officer, and a Hearings Officer Decision denying the subject application was mailed on April 29, 2024. The Applicant filed a timely appeal of this decision and on May 29, 2024, the Board voted to hear this appeal.

BUDGET IMPACTS:

None

ATTENDANCE:

Audrey Stuart, Associate Planner



MEMORANDUM

TO: Board of County Commissioners
FROM: Audrey Stuart, Associate Planner
DATE: July 10, 2024
SUBJECT: July 17th Public Hearing for Appeal of Psilocybin Service Center

The Board of County Commissioners ("Board") is conducting a public hearing on July 17, 2024, to consider an appeal of a Hearings Officer Decision denying a request for a psilocybin service center. The subject request is for a Conditional Use Permit and Site Plan Review (land use file nos. 247-23-000614-CU, 247-23-000615-SP).

I. BACKGROUND

The Applicant requests a Conditional Use Permit and Site Plan Review to establish a psilocybin service center at Juniper Preserve (formerly Pronghorn) destination resort. The subject property is zoned Exclusive Farm Use and Destination Resort Combining Zone and is located in the core area of Juniper Preserve. The applicant proposes to administer psilocybin to clients within an existing structure, under licensing from the Oregon Health Authority.

A public hearing was held before the Deschutes County Hearings Officer on March 12, 2024, and a Hearings Officer decision denying the applications was mailed on April 29, 2024. The applicant appealed the Hearings Officer's decision on May 10, 2024 (appeal file no. 247-24-000292-A). At a work session on May 29, 2024, the Board voted to hear this appeal, and a second work session was held on July 1, 2024, to prepare for the public hearing.

II. PUBLIC COMMENTS

Staff has received over 180 written comments over the course of this review. This includes 153 public comments that were received prior to the March 12th hearing, 25 comments that were received during the subsequent open record period, and nine comments that were received following the mailing of the Hearings Officer Decision. Key issues raised by those in opposition included:

- The proposal's compatibility with existing Resort uses and functions;

- The Resort's existing access across BLM land;
- The proposal's compatibility with the Resort's Final Master Plan;
- The Resort's distance from emergency services;
- Impact to property values.

Key issues raised in support included:

- Appropriateness of the proposed location;
- Community benefits of psilocybin treatment;
- The proposed use is permitted in the zone and does not require a modification to the Resort's Final Master Plan.

III. HEARINGS OFFICER DECISION

A Hearings Officer decision denying the applications was mailed on April 29, 2024. The Hearings Officer's denial was based on the Applicant's failure to demonstrate compliance with four criteria of Deschutes County Code, which were related to the screening of the parking lot, the service drive clear vision area, and transportation access to the proposed site. The criteria that the denial was based on are as follows:

- DCC 18.116.030(F)(1), relating to the screening of the parking lot.
- DCC 18.116.030(F)(7), relating to clearance areas for service drives.
- DCC 18.124.060(G), relating to the screening of the parking lot.
- DCC 18.128.015(A)(2), relating to the suitability of the site based on the adequacy of transportation access.

IV. HEARING FORMAT

The Board voted to hear this appeal *limited de novo*, meaning testimony and evidence must address the four criteria that were the basis for the Hearings Officer's denial. The Board also voted to establish the following time limits for oral testimony:

- 30 minutes for the Applicant
- 10 minutes for public agency staff
- 3 minutes for general members of the public
- 10 minutes for the Applicant's rebuttal

V. NEXT STEPS

At the conclusion of the public hearing, the Board can choose one of the following options:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations; or
- Close the hearing and schedule deliberations for a date and time to be determined.

VI. RECORD

The record for File Nos. 247-23-000614-CU, 247-23-000615-SP, 247-24-000292-A are as presented at the following Deschutes County Community Development Department website:

<https://www.deschutes.org/cd/page/247-23-000614-cu-247-23-000615-sp-psilocybin-service-center-juniper-preserve>

Attachments:

1. Hearing's Officer Decision for file nos. 247-23-00614-CU, 247-23-000615-SP

**DECISION AND FINDINGS OF
THE DESCHUTES COUNTY HEARINGS OFFICER**

FILE NUMBERS: 247-23-000614-CU, 247-23-000615-SP

HEARING DATE: March 12, 2024

HEARING LOCATION: Videoconference and
Barnes & Sawyer Rooms
Deschutes Services Center
1300 NW Wall Street
Bend, OR 97708

APPLICANT/OWNER: Applicant: Juniper Institute LLC
Owners: Pronghorn Intangibles LLC

SUBJECT PROPERTY: Map and Tax Lot: 161316D000500
Account: 251126
Situs Addresses: 23050 Nicklaus Drive,
Bend, OR 97701

REQUEST: A conditional use and site plan review to establish a psilocybin service center in the Exclusive Farm Use (EFU) Zone, and Destination Resort (DR) Combining Zone.

HEARINGS OFFICER: Tommy A. Brooks

SUMMARY OF DECISION: This Decision DENIES the Application.

I. STANDARDS AND CRITERIA

Deschutes County Code (DCC)

Title 18, Deschutes County Zoning Ordinance

Chapter 18.16, Exclusive Farm Use Zones (EFU)

Chapter 18.113, Destination Resorts Zone (DR)

Chapter 18.116, Supplementary Provisions

Chapter 18.124, Site Plan Review

Chapter 18.128, Conditional Use

Title 22, Deschutes County Development Procedures Ordinance

Conceptual Master Plan (CMP) for the Pronghorn Destination Resort

Final Master Plan (FMP) for the Pronghorn Destination Resort

II. BACKGROUND AND PROCEDURAL FINDINGS

A. Request and Nature of Proceeding

This matter comes before the Hearings Officer as a request by the Applicant to approve a psilocybin service center (“Service Center”). The Service Center is proposed to be located at Juniper Preserve, a destination resort approved in the Exclusive Farm Use (EFU) Zone (“EFU Zone”), which was originally referred to as the Pronghorn Destination Resort (“Juniper Preserve”). The relevant areas of the Juniper Preserve are within the EFU Zone, and the Subject Property is also subject to the County’s Destination Resort (DR) combining zone (“DR Zone”). The Applicant seeks two land use approvals – a Conditional Use Permit and a Site Plan Review.

As described by the Applicant, the Service Center will operate under a license from the Oregon Health Authority (“OHA”). OHA regulates the production, processing, and use of psilocybin under the Oregon Psilocybin Services Act. The Applicant proposes to conduct activities related only to the use of psilocybin and would conduct the licensed activities in an existing structure on the Subject Property.

The County reviews conditional uses in accordance with the standards and procedures set forth in Deschutes County Code (“DCC” or “Code”) Chapter 18.128 and Title 22. The proposed use must also satisfy the standards of the underlying EFU Zone – set forth in DCC Chapter 18.16 – which in turn requires compliance with the applicable provisions of DCC Chapter 18.116, Supplementary Provisions, and Chapter 18.124, Site Plan Review. Because the Subject Property is in the DR Zone, provisions in DCC Chapter 18.113 are applicable, as are provisions of the Conceptual Master Plan (“CMP”) and the Final Master Plan (“FMP”) for Juniper Preserve.

B. Application, Notices, Hearing

The Applicant submitted the Application on August 8, 2023. On September 7, 2023, staff of the County’s Community Development Department (“Staff”) provided notice to the Applicant that it did not deem the Application to be complete (“Incomplete Letter”). On January 26, 2024, the Applicant submitted supplemental information in response to the Incomplete Letter and requested that the Application be deemed complete at that time.

On February 15, 2024, Staff mailed a Notice of Public Hearing (“Hearing Notice”). The Hearing Notice stated the Hearing would be held on March 12, 2024.

Pursuant to the Hearing Notice, I presided over the Hearing as the Hearings Officer on March 12, 2024, opening the Hearing at 6:00 p.m. The Hearing was held in person and via videoconference, with the Hearings Officer appearing remotely. At the beginning of the Hearing, I provided an overview of the quasi-judicial process and instructed participants to direct comments to the approval criteria and standards, and to raise any issues a participant wanted to preserve for appeal if necessary. I stated I had no *ex parte* contacts to disclose or bias to declare. I invited but received no objections to the County’s jurisdiction over the matter or to my participation as the Hearings Officer.

The Hearing concluded at 9:05 p.m. Prior to the conclusion of the Hearing, and at the request of the Applicant, I announced that the written record would remain open as follows: (1) any participant could submit additional materials until March 19, 2024 (“Open Record Period”); (2) any participant could submit rebuttal materials (evidence or argument) until March 26, 2024 (“Rebuttal Period”); and (3) the Applicant could submit a final legal argument, but no additional evidence, until March 29, 2024, at which time the record would close. Staff provided further instruction to participants, noting that all post-Hearing submittals needed to be received by the County by 4:00 p.m. on the applicable due date. No participant objected to the post-Hearing procedures.

C. Review Period

As noted above, the Applicant submitted additional materials in response to the Incomplete Letter on January 26, 2024, requesting that the Application be deemed complete at that time. Using January 26, 2024, as the date of completeness, the original deadline for a final County decision under ORS 215.427 – “the 150-day clock” – was June 24, 2024. As noted above, however, the Applicant requested a 17-day extension of the written record.

Pursuant to DCC 22.24.140(E), a continuance or record extension is subject to the 150-day clock, unless the Applicant requests or otherwise agrees to the extension. Here, the Applicant requested the extension. Under the Code, therefore, the additional 17 days the record was left open do not count toward the 150-day clock. Adding that time period to the original deadline, the new deadline for the County to make a final decision is July 11, 2024.

D. Staff Report

On March 5, 2024, Staff issued a report setting forth the applicable criteria and presenting evidence in the record at that time (“Staff Report”).

In the report’s conclusion, Staff requests the Hearings Officer to determine if the applicant has met the burden of proof necessary to approve a conditional use permit and site plan review for the Service Center. The Staff Report does not make a specific recommendation, but the Staff Report does make some specific findings and proposes the imposition of several conditions of approval if the Application is approved.¹

Because some of the information and analysis provided in the Staff Report is not refuted, portions of the findings below refer to the Staff Report and, in some cases, adopt sections of the Staff Report as my findings. In the event of a conflict between the findings in this Decision and the Staff Report, the findings in this Decision control.

* * *

¹ During the Hearing, Staff acknowledged that some the proposed conditions were erroneously included in the Staff Report. Because this Decision denies the application, I do not address all of Staff’s proposed conditions.

E. Record Issues

The Applicant’s final legal argument contains new evidence in the form of an “Exhibit A”, which includes a register page from the Bureau of Land Management and an Assignment of Right of Way. The instructions provided to participants at the end of the Hearing included a statement that the Applicant’s final legal argument should not include new evidence. A footnote in the Applicant’s submittal states that the Hearings Officer “may take judicial notice of the BLM Assignment,” but does not offer any citation to the Code or to state law to explain that statement. Because it is not clear from the Applicant’s submittal that there is a legal basis for taking “judicial notice” of this particular document, and because other participants were not afforded an ability to comment on that document, I am excluding it from the record and will not refer to that particular evidence in this Decision.

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

The Hearing Notice and Staff Report identified the Code sections listed in Section I above as the applicable standards and criteria governing the Application. Participants in this proceeding were invited to identify other criteria and to explain why those criteria must apply. The findings in this section address the relevant criteria listed in the Staff Report and, where appropriate, additional criteria identified by participants. The Applicant submitted an updated Site Plan as Exhibit A to its submittal dated March 19, 2024. The findings below refer to that document whenever they make a reference to the Site Plan.

A. DCC Chapter 18.16, Exclusive Farm Use Zones (EFU)

The EFU Zone is the base zone for the Subject Property. DCC 18.16.035 expressly states that destination resorts are allowed as a conditional use in the EFU Zone, subject to all applicable standards of the DR Zone, which are set forth in DCC Chapter 18.113. Pursuant to DCC 18.113.020(B), when the DR Zone provisions are applicable, “they shall supersede all other provisions of the underlying zone.” Because the Subject Property is within an approved destination resort and the DR Zone provisions apply, those provisions supersede the provisions in the EFU Zone. I therefore find it is not necessary to address any of the dimensional or other standards in the EFU Zone as part of the consideration of this Application.

B. DCC Chapter 18.113, Destination Resorts Zone – DR

1. DCC 18.113.020, Applicability

This Code provision applies DCC Chapter 18.113 to proposals relating to the development of destination resorts. The Subject Property is part of a larger area that has been approved as a destination resort as defined in DCC Title 18. The provisions of DCC Chapter 18.113 therefore apply, and, as noted above, these provisions supersede all other provisions in the underlying EFU Zone.

2. DCC 18.113.025, Application to Existing Resorts

This Code provision states that “[e]xpansion proposals of existing developments approved as destination resorts” must meet certain criteria. The Applicant does not propose an expansion of the Juniper Preserve destination resort and, instead, proposes a specific development within an area already contemplated for

future commercial development as part of Juniper Preserve’s approval. One participant opposed to the Application identified DCC 18.113.025 as being applicable. However, that participant did not explain why this Code provision applies to the Application, much less explain why this Code provision is not satisfied. Based on the foregoing, I find that DCC 18.113.025 is not applicable to the proposal in the Application.

3. DCC 18.113.030, Uses in Destination Resorts

This Code provision lists several uses that are allowed in a destination resort, provided that the use is intended to serve persons at the destination resort and is approved in a final master plan. Section (D) of this provision lists various commercial services and specialty shops designed for visitors to the resort, including psilocybin service centers licensed by the OHA, as set forth in DCC 18.113.030(D)(7)(a). Of note, that more specific Code provision provides an exception and states that “[f]or a lawfully established destination resort, the establishment of a psilocybin service center in any area approved for commercial services or specialty shops pursuant to an approved final master plan does not require modification of an approved conceptual master plan or final master plan.”

The Applicant states that the Service Center will be licensed by the OHA. Because the record does not contain evidence that OHA has already issued such a license, I find that this standard can be met only by a condition of approval requiring the Applicant to obtain the OHA license prior to initiation of the use.²

The FMP for Juniper Preserve establishes various “areas” of the approved destination resort. The Subject Property is in “Area 1.” The County’s decision approving the destination resort (File No. M-02-1) expressly states that Areas 1-4 may include commercial uses. One participant in this proceeding objected to the Application based, in part, on their assertion that the Service Center cannot be integrated into the “core” commercial facilities of the destination resort, which include a spa, pool, and restaurants. However, the Code does not require new commercial uses to be “integrated with” existing commercial uses and, instead, requires only that the Service Center be in an “area approved for commercial service or specialty shops.” I therefore agree with the conclusion in the Staff Report that the Service Center is in an area approved for commercial services, which is permitted without the need to modify Juniper Preserve’s CMP or FMP, pursuant to DCC 18.113.030(D)(7)(a).

4. DCC 18.113.040, Application Submission

This Code provision lists the application submittal requirements for a destination resort. Sections (A) and (B) of this Code provision relate to the initial conceptual master plan and the final master plan. Juniper Preserve has already received approval of its CMP and FMP, and these Code provisions are no longer applicable. Instead, specific development in the approved destination resort must comply with the FMP, which is addressed in more detail below. DCC 18.113.040(C) also states that a specific development must satisfy site plan criteria. The Application seeks approval of the Applicant’s proposed Site Plan, and the standards for site plan review are also addressed in more detail below. Based on the foregoing, I find that

² Although this Decision ultimately denies the Application, these findings identify various conditions of approval that would be necessary to meet specific criteria.

this criterion is met as long as the proposal is consistent with the FMP and as long as the site plan review criteria are satisfied.

Compliance with FMP

Pages 7-9 of the Staff Report addresses Juniper Preserve’s FMP and whether the Application is in compliance with the FMP (and its associated conditions of approval). I find that the Staff Report’s summary of compliance with the FMP is accurate, and I adopt that portion of the Staff Report as my findings, as modified by the following findings, which also address issues raised by other participants in this proceeding.

The County initially approved the FMP for the destination resort as part of File No. M-02-1 (“Resort Approval”). The Staff Report incorrectly quotes Condition G of the Resort Approval as addressing commercial uses, whereas Condition G actually addresses solar standards, and that condition required the applicant to “document compliance with the applicable solar access standards at the time of site plan review...”. DCC 18.113.060(G)(1) states that any standards in the underlying zone relating to solar access “shall not apply within a destination resort”. Thus, at the time of this Site Plan Review, there are no applicable solar standards to apply as part of Condition G, and the Application remains in compliance with that portion of the FMP.

Condition H of the Resort Approval states that the applicant must “limit commercial uses within the resort to those permitted in the DR Combining Zone and those listed in CMP Exhibit 15.” Some participants in this proceeding objected to the Application on the basis that a psilocybin service center is not listed as one of the contemplated uses in Exhibit 15 of the CMP. I find this objection does not warrant denial of the Application. It is not surprising that the CMP did not list a psilocybin service center as a commercial use, because such uses did not become lawful under Oregon law until the enactment of the Oregon Psilocybin Services Act. Even so, the FMP allows commercial uses listed in Exhibit 15 of the CMP and the uses allowed in the DR Zone. The Applicant does not rely on Exhibit 15 of the CMP and, instead, proposes the Service Center because it is an allowed commercial use in the DR Zone by virtue of DCC 18.113.030(D)(7), and allowed expressly without the need to modify the CMP or the FMP. Based on the foregoing, the Application is consistent with Condition H of the Resort Approval.

5. DCC 18.113.050, Requirements for Conditional Use Permit and Conceptual Master Plan Applications

The provisions in this Code section relate to the application for a conceptual master plan for a destination resort. The County has already issued a CMP and FMP for Juniper Preserve. Further, DCC 18.113.030(D)(7) allows the approval of a psilocybin service center without the need to modify the CMP or FMP.

One participant opposed to the Application identified DCC 18.113.050, and specifically subsections (B)(5)(a-d), (B)(6), (B)(12), and (B)(18), as being applicable. However, that participant did not explain why those Code provisions apply to the Application, much less explain why those Code provisions were not satisfied.

Because DCC 18.113.050 relates specifically to the application for a CMP, and because this Application does not require a new or modified CMP, I find that these provisions are not applicable.

6. DCC 18.113.060, Standards for Destination Resorts

DCC 18.113.060 establishes various minimum standards for the initial approval and phasing of a destination resort. The only portion of this Code section identified in the record as being applicable is DCC 18.113.060(G), and specifically subsections (G)(1) and (G)(2)(a)(1) of that section. Subsection (G)(1) simply states that most dimensional standards of the underlying zone do not apply and, instead, such standards are to be established as part of the CMP approval process. However, that provision does state that, at a minimum, a 100-foot setback must be maintained from all streams and rivers, and that rimrock setbacks must be as provided by other Code provisions. This criterion is satisfied because no streams, rivers, or rimrock are present within the vicinity of the proposal.

Subsection (G)(2)(a)(1) requires an exterior setback of 350 feet from commercial development to the exterior property lines. According to the portion of the Staff Report addressing this standard, which is not refuted by other participants, the Service Center is located more than 350 feet from all exterior property lines.

One participant opposed to the Application identified DCC 18.113.060(L)(2)(F) as being applicable. However, that participant did not explain why that Code provision – which requires a destination resort to maintain records documenting its rental program related to overnight lodging – applies to the proposal in the Application, much less explain why those Code provisions were not satisfied.

Based on the foregoing, I find that the applicable provisions of DCC 18.113.060 are satisfied.³

C. DCC Chapter 18.116, Supplementary Provisions

1. DCC 18.116.020, Clear Vision Areas

This Code provision requires a clear area (i.e. an absence of visual obstructions) at the intersection of two streets at a property corner. According to the Staff Report, there is a clear vision area for the property located at Nicklaus Drive, a private road that fronts the property. However, the Staff Report does not identify which intersection of two streets is applicable, and the record materials indicate only a single street in the area. Instead, the referenced “intersection” appears to be the area where the parking lot connects to Nicklaus Drive. In that area, the Applicant’s Site Plan shows a clear vision area, based on a 40-foot triangle as allowed by DCC 18.116.020(B), in which there will be only low landscaping. No participant objects to this design or otherwise asserts this Code provision is not satisfied. The Staff Report

³ Neither the Applicant, the Staff Report, nor any other participant has asserted that the remaining provisions of this DCC Chapter – DCC 18.113.070 through DCC 18.113.120 – are applicable to the proposal in the Application.

recommends, and the Applicant does not object to, a condition of approval requiring this clear vision area to be maintained.

2. DCC 18.116.030, Off street Parking and Loading

DCC 18.116.030 requires the Applicant to demonstrate how required off-street parking and loading will be accommodated. Sections (A) and (C) of that provision simply require compliance with this Code provision as part of the permitting process. These findings address the remaining subsections in detail, and they conclude that the Applicant has not met its burden with respect to DCC 18.116.030(F)(1) or DCC 18.116.030(F)(7).

DCC 18.116.030(B) addresses off-street loading requirements. That Code provision, however, requires off-street loading berths for commercial uses only where the proposed floor area is 5,000 square feet or more. The Service Center is proposed in a building that is 2,940 square feet. No loading berths are therefore required. Subsection (B)(5) of this Code provision does prohibit the use of required parking spaces for loading or unloading activities unless done at a time of day when parking is not required. The Staff Report recommends, and the Applicant does not object to, a condition of approval to ensure compliance with that prohibition.

DCC 18.116.030(D) addresses off-street parking requirements. The Applicant originally stated that it would rely in part on existing parking developed for Juniper Preserve to meet any parking requirements. The Applicant then submitted a transportation analysis indicating that 11 parking spaces would be required, but the Applicant still intended to provide some of those spaces by using existing parking. In subsequent submittals, however, the Applicant provided an update to its transportation analysis, prepared by a transportation engineer, confirming that 14 parking spaces are required. The Applicant's Site Plan shows that all 14 parking spaces will be located on site in a parking area to the east of the primary structure and that the Applicant is not relying on off-site or existing parking to meet that requirement.

The County's Senior Transportation Planner reviewed the Applicant's transportation analysis, including its updates and the parking analysis, and agreed with its assumptions and methodologies. The Senior Transportation Planner also recommended that all 14 parking spaces be included as new stalls on the Subject Property.

One participant to this proceeding disagreed with the Applicant's transportation analysis, specifically objecting to the "discount" to traffic counts based on the engineer's assumption that there would be a high overlap of trips related to the Service Center and trips that are already generated as a result of guests traveling to and from Juniper Preserve. That objection was based on the fact that the transportation engineer based that discount on traffic counts at other destination resorts, which the objecting participant asserted are not relevant because they predate more recent, but unidentified, requirements of Statewide Planning Goal 8. That participant did not attempt to quantify an appropriate amount of trips that should be considered or otherwise identify the number of parking spaces that must be provided.

Having reviewed the expert analysis of the Applicant's transportation engineer, the response of the County's Senior Transportation Planner, and the opposing comments in the record, I find that the Applicant's transportation analysis, as supplemented during the course of this proceeding, sufficiently

establishes the trip generation rates and required parking that must be considered as part of this Decision. Specifically, the Applicant is required to provide 14 new parking spaces. The Applicant's Site Plan demonstrates how those off-street parking spaces will be provided on the Subject Property.

DCC 18.116.030(E) contains several general provisions relating to off-street parking. Subsections (E)(1) through (E)(3) of this Code provision relate to parking when there is more than one use on a parcel, when an applicant proposes to have joint parking facilities, or when an applicant proposes to rely on off-site parking. Because the Applicant proposes to have dedicated parking for the Service Center, and to locate that parking on the same site as the Service Center, these provisions are either not applicable or are satisfied. Subsection (E)(4) of this Code provision prohibits the use of parking facilities for storage or for truck parking. The Staff Report recommends, and the Applicant does not object to, a condition of approval to ensure compliance with that prohibition. Subsection (E)(5) of this Code provision prohibits locating parking spaces in a required front yard setback. The Applicant's Site Plan reflects that its proposal is consistent with that prohibition.⁴ Finally, subsection (E)(6) of this Code provision is not applicable, as it relates to parking credits in certain areas where on-street parking may be provided.

DCC 18.116.030(F) contains several provisions relating to the development and maintenance of off-street parking areas. Of note, DCC 18.116.030(F)(1) requires that a non-residential parking area for more than five vehicles must be effectively screened by a fence or landscaping if adjacent to a residential use. The record identifies residential uses adjacent to the proposed parking area (across Nicklaus Drive). The Site Plan does not depict any fence or screening vegetation. To the contrary, the proposed landscaping on the south side of the parking lot is expressly identified as being low and non-obscuring in order to maintain a clear vision area. The Applicant states that this landscaping can achieve both purposes – i.e. that it can be non-obscuring for purpose of the clear vision area but still screen the parking lot from adjacent properties. In the absence of more detailed information or argument from the Applicant with respect to this criterion, I find that the Applicant has not met its burden of proof to demonstrate compliance with this Code provision.⁵

DCC 18.116.030(F)(2) requires lighting for off-street parking to be arranged in a manner that will prevent light from shining directly on adjoining residential properties “in a residential zone.” The record indicates that the Subject Property, and other properties in the Juniper Preserve development, are in the EFU Zone, which is not a residential zone. However, the FMP for the destination resort also indicates that one of the

⁴ See also the findings below relating to DCC 18.124.070(D) concluding that the Subject Property is not subject to any yard requirements.

⁵ The Staff Report suggests that this criterion could be satisfied by a condition of approval requiring the Applicant to either show landscaping or a sight-obscuring fence on a revised site plan. However, as noted above, the Applicant and the Staff Report appear to identify this area as needing to remain visually clear to meet the requirements of DCC 18.116.020. While it may be debatable that DCC 18.116.020 applies to the intersection of the parking lot and Nicklaus Drive, the materials in the record do not allow me to resolve these competing proposals in the Application – one that would keep the area clear of visual obstructions and one that would allow the same area to be visually screened. While it may be possible to resolve that discrepancy with a different Site Plan, that burden lies with the Applicant, and the Applicant has not met that burden based on the materials in the current record.

tax lots in Juniper Preserve is in the Multiple Use Agriculture (MUA-10) zone, which it describes as “rural residential.” The Application materials do not state whether the adjoining residential developments are in a residential zone or in a non-residential zone. However, the Site Plan shows the location of a new light for the parking lot, which appears to be distant enough from adjoining residential properties to prevent direct light from shining on those properties, regardless of what those properties are zoned. Even so, the record is not clear that no direct light on adjoining residential properties is possible, and I find that this criterion can be met only through a condition of approval requiring the Applicant to prevent light from projecting directly upon the adjoining residential properties in a residential zone.

DCC 18.116.030(F)(3) requires groups of more than two parking spaces to be designed in a manner that prevents the need to back vehicles into a street or right-of-way. The Site Plan shows all 14 parking stalls using a common parking area, without the need to back vehicles into a street or right-of-way. DCC 18.116.030(F)(4) requires the area of a parking lot used by vehicles to be paved and drained for all weather use. The Site Plan depicts the parking lot area as being paved and drained in compliance with this Code provision. The Staff Report recommends, and the Applicant does not object to, a condition of approval to ensure compliance with the paving and drainage requirements.

DCC 18.116.030(F)(5) governs access aisles. As proposed on the Site Plan, the access aisle for the parking lot is 39 feet wide. Other provisions in the Code indicate that the minimum width of a two-way access aisle should be 24 feet. No participant to this proceeding has asserted that the 39-foot access aisle, which exceeds the minimum provided in the Code, is not sufficient. I therefore find that this Code provision is satisfied based on the Applicant’s proposal.

DCC 18.116.030(F)(6) and (7) govern service drives, which the record indicates are any vehicle maneuvering surfaces that connect to a road or street but that are not immediately adjacent to a parking space. Based on the figures in the record, the portion of Nicklaus Drive between the parking lot and the southwest corner of the Subject Property qualifies as a service drive and, therefore, is subject to this Code provision. The Staff Report does not fully describe the extent of the service drive, but does conclude that a service drive exists in this area. Neither the Applicant nor any other participant disputes that conclusion.

Under DCC 18.116.030(F)(6), the number of service drives must be limited to the minimum number of drives needed to accommodate anticipated traffic. Further, any service drive must be designed to facilitate the flow of traffic and provide maximum safety for vehicles and pedestrians. The Site Plan indicates that Nicklaus Drive, which already exists, is 21 feet wide, sufficient to accommodate traffic. Further, the Applicant has proposed new paths to augment existing paths that will be used for ingress and egress by pedestrians. While some participants in this proceeding questioned the overall safety of the proposal, no participant asserted that this criterion had not been, or could not be, satisfied by the final Site Plan the Applicant proposed. Based on the foregoing, I find that the Applicant has met its burden to show compliance with DCC 18.116.030(F)(6).

I do not arrive at the same conclusion for DCC 18.116.030(F)(7). That Code provision requires service drives to have a minimum vision clearance area as specified in that provision. The Site Plan does not appear to identify that clearance area at all, much less provide any calculations to show that the vision

clearance is adequate and consistent with the language of the Code. I therefore find the Applicant has not met its burden of demonstrating compliance with this Code provision.⁶

DCC 18.116.030(F)(8) requires a parking lot to be designed to prevent a parked motor vehicle from extending over an adjacent property line or a street right of way. As proposed on the Site Plan, no parking stalls would be oriented toward an adjacent property line or street right of way. I therefore find that this Code provision is satisfied.

DCC 18.116.030(G) establishes the specific design of parking stalls. As proposed on the Site Plan, all parking stalls will be 9 feet wide and 20 feet in length, consistent with the requirements of this Code section.

Based on the foregoing, most of the requirements of DCC 18.116.030 are satisfied, or can be satisfied with the imposition of conditions of approval described above. However, because I have concluded that the Applicant has not met its burden with respect to DCC 18.116.030(F)(1) or DCC 18.116.030(F)(7), I find that DCC 18.116.030 is not fully satisfied.

3. DCC 18.116.031, Bicycle Parking

DCC 18.116.031 imposes certain bicycle parking requirements for any alteration of a use that requires a site plan review. These Code provisions therefore apply to the proposal in the Application.

DCC 18.116.031(A)(1) and (2), together, impose a minimum requirement of one bicycle parking space for every five required motor vehicle parking spaces for a commercial use like that proposed in the Application. Further, such bicycle parking must include at least two sheltered parking spaces. For purposes of this Application, which requires 14 motor vehicle parking spaces, the Applicant must have a minimum of three bicycle parking spaces, two of which are sheltered. The Applicant proposes five sheltered bicycle parking spaces, which exceeds the required minimum. I therefore find that this criterion is satisfied.

DCC 18.116.031(B) governs the design requirements of a bicycle parking facility. Under subsection (B)(1), sheltered bicycle parking can be provided by racks inside a building, which is what the Applicant proposes. Further, under subsection (B)(2), bicycle parking must be sufficiently separated from motor vehicle parking, and directional signs must be used where bicycle parking is not directly visible or obvious from a public right-of-way. While the Applicant's proposal adequately separates bicycle and motor vehicle parking, the Applicant does not address the signage requirement. The Staff Report recommends, and the Applicant does not object to, a condition of approval to ensure compliance with that portion of the

⁶ It is possible that either the Applicant or Staff intended that the "driveway" from the parking lot to Nicklaus Drive is the service drive, and the Applicant has identified a vision clearance area there. However, Nicklaus Drive is not a private street, on the Subject Property, and appears to function as a service drive. This is consistent with the observation in the Staff Report that a service drive exists on the southwest side of the Subject Property. Without a better explanation from the Applicant regarding the absence or presence of service drives, these findings are based on the information provide in the Staff Report and on the Site Plan.

Code. Under subsection (B)(3), a bicycle parking space must be at least two feet by six feet in dimension, with a vertical clearance of seven feet. While the Site Plan depicts the lateral dimensions of the bicycle parking spaces, it does not address the vertical dimensions. I therefore find that this portion of the Code can be met only with the addition of a condition of approval requiring the Applicant to maintain the required vertical clearance. Finally, under subsection (B)(5), the Applicant must provide certain security measures, for example by providing racks to which a bike can be locked, and in a manner that accommodates cables and U-shaped locks. The Applicant does not describe the specifics of the proposed racks it will use. I therefore find that this criterion is satisfied only with the addition of a condition of approval that describes the required security measures of the proposed bicycle racks.⁷

4. DCC 18.116.380, Psilocybin Manufacturing, Service Centers, and Testing Laboratories

DCC 18.116.380 imposes additional requirements on psilocybin uses. Pursuant to DCC 18.116.380, these requirements apply to psilocybin service centers in the EFU Zone and, therefore, are applicable to the Application. Of the remaining provisions in this section, only those in DCC 18.116.380 apply to the Service Center, as the others address psilocybin manufacturing and processing, which are not part of the Applicant's proposal.

DCC 18.116.380(D)(1) and (2) are not relevant to the Application, as they address co-location of a psilocybin crop and uses outside of the EFU Zone, respectively, neither of which the Applicant proposes.

DCC 18.116.380(D)(3) and (4) impose certain distance requirements, and the Service Center must be at least 1,000 feet from a school and comply with the setback requirements of the underlying zone. According to the Applicant, there is no school within 1,000 feet of the Service Center, and no evidence in the record indicates otherwise. As relevant to this Application, the underlying zone is the EFU Zone, but also the DR Zone. As noted above, the dimensional standards in the DR Zone supersede similar provisions in the EFU Zone, and those provisions are addressed in more detail in other findings.

DCC 18.116.380(D)(5) limits the hours of operation of a psilocybin service center to between 6:00 a.m. and 11:59 p.m. on the same day, unless a facilitator determines, in accordance with state administrative rules, that a session should go longer. The Applicant has proposed hours of operation consistent with this requirement, specifically limiting hours of operation between 8:00 a.m. and 5:00 p.m. during summer months and between 9:00 a.m. and 5:00 p.m. during winter months, subject to the same caveat that a facilitator acting in accordance with state law may need to extend a session.

Based on the foregoing, I find that the applicable provisions in DCC 18.116.380 are satisfied.

⁷ The Staff Report addresses DCC 18.116.035, which imposes bicycle commuter facility requirements on certain developments, but concludes that these requirements are not applicable to the proposal. I agree, and no other participant has asserted otherwise. I therefore find it is not necessary to address those requirements.

D. DCC Chapter 18.124, Site Plan Review

1. DCC 18.124.030, Approval Required.

DCC Chapter 18.124 sets forth the standards and criteria for a Site Plan Review. Pursuant to DCC 18.124.030, Site Plan Review is required for, among other uses, commercial uses that require parking facilities. As discussed in earlier findings, the Applicant’s proposed commercial use requires parking and, therefore, this Site Plan Review is required.

2. DCC 18.124.060, Approval Criteria.

DCC 18.124.060 sets forth the specific approval criteria that must be satisfied for a site plan to be approved. The findings below address the relevant sections of this Code provision and, in general, find that the criteria are satisfied. The findings do, however, conclude that DCC 18.124.060(G) is not satisfied.

DCC 18.124.060(A) requires that a proposed development “relate harmoniously” to both the natural environment and existing development. As the Staff Report notes, prior interpretations of the County’s Board conclude that this Code provision requires an applicant to demonstrate that the site plan arranges the development in a way that evaluates the natural environment and existing development in the area, and that by doing so, requires the Applicant to demonstrate that it has minimized visual impacts and reasonably preserved natural features including views and topographic features. In making that interpretation, the County’s Board expressly drew a distinction between the analysis of the site plan required by this Code provision and the consideration of the compatibility of the proposed use required by other Code sections. Only the Site Plan is relevant to this Code provision.

To demonstrate compliance with DCC 18.124.060(A), the Applicant relies in part on the fact that it will use an existing building for the Service Center and that no new buildings are proposed. The Application initially proposed accessory uses like a yurt, but those accessory features no longer appear on the Site Plan. The Applicant asserts that the existing building (which is being treated as a new building for purposes of this Application) uses colors that are similar to nearby buildings and the natural environment. The record contains photographs and other information showing the building. The Applicant also asserts that neither the existing building nor the new plantings adversely affect natural features. The Applicant notes that the Subject Property was chosen for the Service Center specifically because of its desire to find a place where patrons of the Service Center would be surrounded by the natural environment in a harmonious way.

Some participants in this proceeding addressed the manner in which the Service Center relates to the surrounding environment. Comments from those participants, however, largely questioned the Applicant’s desire or “need” to locate the Service Center in a natural environment, or disputed that the surrounding area actually provides a natural or serene environment (e.g. because of surrounding homes and events that might occur nearby). Other comments in the record object to the approval of the Service Center based on incompatibility with surrounding uses, but not based on an asserted lack of harmonious relation with the natural environment or existing development. The Staff Report states that the existing development and new vegetation are likely to maintain and enhance the natural features of the Subject Property. Having reviewed the arguments of the participants, the Staff Report, the Site Plan, and photos

of the building, I find that the Applicant has met its burden of demonstrating compliance with DCC 18.124.060(A).

DCC 18.124.060(B) requires the Applicant to demonstrate that the landscape and existing topography will be preserved to the greatest extent possible. This Code provision also requires preserved trees and shrubs to be protected. The Applicant proposes additions and augmentations to the existing landscaping, and the only changes to topography are for minor grading relating to stormwater management. This is possible because the Applicant will use an existing building, and the only changes in landscaping will result from new plantings, especially around the new parking area. Based on the foregoing, I find that this Code provision is satisfied. The Staff Report recommends a related condition of approval requiring the Applicant to protect all trees and shrubs not required to be removed by the development. The Applicant does not oppose such a condition.

DCC 18.124.060(C) requires the Applicant to demonstrate that the site plan provides a safe environment, while offering appropriate opportunities for privacy and transition from public to private spaces. The Applicant asserts that the site is designed to promote safety because it is bordered on three sides by open space uses (presumably reducing potential conflicts) and that it will have a perimeter fence and be “self-contained” with its own parking. The Site Plan also proposes walking paths to allow entry and exit by pedestrians away from areas used by motor vehicles. The fence and landscaping will help with the transition from private to public spaces. With respect to the psilocybin component of the Service Center, the Applicant notes that its patrons will be required to stay on site and have a transportation plan to and from the site, both of which are required by state law and help maintain the safety of the Service Center use.

Multiple participants provided comments relating to safety. Those comments largely address a concern that a patron of the Service Center will somehow impact the safety of neighbors once they leave the Service Center. Those comments, however, do not tie that concern to any specific part of the Site Plan. One comment that is potentially relevant, however, is a concern that the site could be unsafe if there are conflicts with other users of nearby foot and cart paths. The Applicant responds that the location of the Service Center is separated from the main lodge and the recreational Trailhead Center, and even farther from a playground area, where such conflicts might occur.

Having reviewed and weighed the arguments and evidence of the participants and the Site Plan, I find that DCC 18.124.060(C) is satisfied.

DCC 18.124.060(D) requires the Applicant to demonstrate that, when appropriate, the site plan shall provide for the special needs of disabled persons. The Application states that the Applicant will meet this criterion through the building permit process, which requires compliance with the Americans with Disabilities Act (“ADA”). The Staff Report similarly states that other considerations for disabled persons are determined as part of the issuance of building permits. No participant disputes that statement or otherwise asserts that the Site Plan does not comply with this Code provision. Based on the foregoing, I find that this Code provision is satisfied.

DCC 18.124.060(E) requires the Applicant to demonstrate that the location and number of points of access, the interior circulation patterns, the separation of pedestrians from vehicles, and the overall parking

arrangement is harmonious with buildings and structures. The Applicant relies on the location of the driveway and parking areas as evidence that this criterion is met, because any conflicts with bicycles, pedestrians, and motor vehicles should be minimal. The proposed parking and circulation are distant from neighboring buildings and structures, which supports the Applicant's position. The size of the parking lot and availability of paths for pedestrians allow for adequate circulation patterns. Based on the foregoing, I find that this Code provision is satisfied.

DCC 18.124.060(F) requires the Applicant to demonstrate that surface drainage systems are designed to prevent adverse impacts on neighboring properties, streets, and water quality. The Applicant relies on a report from an engineer to demonstrate the adequacy of the drainage system, and no participant disputes the information in that report. Based on the foregoing, I find that this Code provision is satisfied.

DCC 18.124.060(G) requires the Applicant to demonstrate that areas and facilities for storage, machinery, and equipment, and loading and parking are buffered or screened to minimize adverse impacts on the site and on neighboring properties. The Applicant relies on existing screening and vegetation around the existing building to minimize the impact of all on site uses on neighboring properties, as well as the additional vegetation that will be planted. The Staff Report agrees that the barrier fence is adequate to screen the one piece of equipment proposed (an electrical panel). This screening criterion, however, also applies to parking areas. As explained in earlier findings, the Applicant has not met its burden of demonstrating the vegetation screening the parking area is adequate. Based on the foregoing, I find that this Code provision is not satisfied unless and until the Applicant also demonstrates compliance with DCC 18.116.030(F).

DCC 18.124.060(H) requires the Applicant to demonstrate that above ground utility installations will be located to minimize visual impacts. The only above-ground utility installation proposed is an electric panel. As noted above, that panel, which already exists, is screened with existing vegetation and will be further screened by a barrier fence. Based on the foregoing, I find that this Code provision is satisfied.

DCC 18.124.060(I) does not impose any additional criteria and, instead, incorporates any specific criteria imposed by the underlying zone, such as setbacks. Those criteria are addressed in other findings in this Decision.

DCC 18.124.060(J) requires exterior lighting to be shielded so that it does not directly project off site. The Applicant states that any exterior lighting will be fully shielded to prevent glare or light leakage and that specific fixtures will be "dark sky" compliant. Staff recommends, and the Applicant does not object to, a condition of approval requiring the Applicant to implement that proposal. Based on the foregoing, I find that this Code provision is satisfied with that condition.

DCC 18.124.060(K) requires the Applicant to show adequate transportation access to the site. If necessary, the Applicant must implement mitigation measures for transportation impacts. The Applicant asserts that the existing transportation system provides adequate access to the site, and notes that access is from Pronghorn Club Drive to Nicklaus Drive, both of which are paved to the standard required in the FMP. The Applicant also submitted a transportation study, prepared by a transportation engineer, documenting the adequacy of transportation access. The County's Senior Transportation Planner reviewed and provided comments on the transportation analysis. Neither the Applicant's engineer nor the County's Senior

Transportation Planner identified a need for specific improvements to the transportation system. As noted above, one participant did object to the methodology in the transportation analysis, but did not offer an alternative methodology, and that participant did not suggest that any mitigation measures are required. Based on the foregoing, I find that this Code provision is satisfied.⁸

3. DCC 18.124.070, Required Minimum Standards

DCC 18.124.070 contains additional minimum standards applicable in various scenarios, many of which are not relevant to the Application. I adopt the findings in the Staff Report as my findings relating to DCC 18.124.070, except for the specific subsections of this Code provision discussed in this section, which replace the findings relating to those same subsections in the Staff Report.

DCC 18.124.070(B)(1)(a) requires that commercial uses subject to site plan approval must have a minimum of 15 percent of the lot area landscaped. The record indicates the Subject Property is approximately 8.4 acres in size. The Site Plan provides the dimensions of the various new landscaping and also states that the total landscape coverage is 29% of the lot, in excess of the minimum in the Code. No participant addresses the Applicant's calculation. Based on the foregoing, I find that DCC 18.124.070(B)(1)(a) is satisfied.

DCC 18.124.070(B)(2) imposes landscaping requirements specific to parking areas. Under Subsection (B)(2)(a), the parking area must have defined landscaping totaling no less than 25 square feet per parking space. For this Application, the Applicant is therefore required to have at least 350 square feet of defined landscaping in the parking lot area. The Site Plan identifies more than 1,000 square feet of defined landscaping around the parking lot area. Subsections (B)(2)(b) through (B)(2)(e) require the parking area to be separated from a lot line adjacent to a roadway by a landscaped strip at least 10 feet in width (with appropriately spaced trees, low shrubs, or vegetative ground cover), and from any other lot line by a landscaped strip at least 5 feet in width, with all landscaping being at least 5 feet in width and in defined, uniformly distributed areas. The Site Plan shows that the parking area has 10-foot wide landscaped beds on the side adjacent to Nicklaus Drive (with low shrubs), and 5-foot wide landscaped strips on all other sides. The landscaping is in defined areas and uniformly distributed. No participant has asserted that these landscape configurations are inadequate. Based on the foregoing, I find that DCC 18.124.070(B)(2) is satisfied.

DCC 18.124.070(C)(2)(c) imposes certain requirements relating to pedestrian access and circulation. Under that Code provision, walkways must be paved and at least 5 feet wide. The Applicant's proposed paved walkways are at least 10 feet wide. This Code provision also requires walkways bordering parking spaces to be at least 7 feet wide, with some exceptions. The Site Plan does not include any walkways that border a parking space. Finally, this Code provision requires walkways to be as direct as possible. The

⁸ Multiple other participants provided comments arguing that the transportation system is not adequate based on an assertion that the Applicant is not authorized to use the portion of the transportation system that crosses BLM property to the extent that uses involves the transport of psilocybin, which is a federally controlled substance. Those arguments are addressed below in separate findings.

walkways on the Site Plan do include some curves, but those curves match grades that accommodate drainage swales. Based on the foregoing, I find that DCC 18.124.070(C)(2)(c) is satisfied.

DCC 18.124.070(D) imposes additional site plan standards on commercial development. The primary requirement in that Code section is subsection (D)(1), which requires that a commercial development be sited at the front yard setback line where the lot has one frontage. Subsection (D)(3) provides a process for increasing the front yard setback. The Applicant initially asserted that this Code provision does not apply because the building is an existing building. The Applicant later asserted that this Code provision does not apply because no setback requirements of the underlying zone are applicable where the DR Zone applies. The Staff Report, however, asserted that the building is being treated as a new building (because it was originally approved to be a temporary structure), that the setback requirement applies, and that the building is not at the front yard setback. The Applicant responded by requesting an increase in the front yard setback. I find that one of the Applicant's initial assertions is the correct one. Under DCC 18.113.060(G), yard requirements in the underlying zone do not apply to structures in the DR Zone. Thus, the front yard requirement of DCC 18.16.070(A) does not apply and, unless a front yard setback is identified in the CMP or FMP, there are no front yard setbacks to consider for purposes of applying DCC 18.124.070(D)(1). Neither the CMP nor the FMP appears to establish a specific front yard setback, and no participant has identified the source of a specific front yard setback. Based on the foregoing, I find that DCC 18.124.070(D)(1) is not applicable to the specific proposal in this Application because there is no front yard setback to consider.

E. DCC Chapter 18.128, Conditional Use

1. DCC 18.128.010, Operation

DCC 18.128.010 confirms the applicability of the County's conditional use criteria, noting that a conditional use listed in DCC Title 18 shall be permitted, altered, or denied in accordance with the standards and procedures of DCC Title 18, DCC Title 22, the Uniform Development Procedures Ordinance, and the County's Comprehensive Plan ("Plan"). Pursuant to 18.113.030(D)(7), a psilocybin service center is allowed in the DR Zone subject to the conditional use criteria in DCC 18.128.015. The Application is therefore being reviewed in accordance with the procedures of DCC Title 18, DCC Title 22, the Uniform Development Procedures Ordinance, and the Plan.

Although no participant identified other specific procedures that apply to the consideration of the Service Center as a conditional use, or disputed the applicability of the procedures in DCC Titles 18 and 22 identified in the Staff Report, one participant did provide comments indicating that the County should invoke its Code enforcement provisions. The basis of that comment relates to the existing building on the Subject Property, which was originally permitted as a temporary structure that was to be removed after 18 months. I find that it is not necessary to address the Code's enforcement process as part of my consideration of the Application. As noted in the Staff Report, the existing building can be permitted as a new building as part of this process. That is, the Application is being reviewed as if the building did not exist and, as a result, is being considered under current regulations. If the Application is ultimately approved, the building will conform to the Code and any current Code violation is essentially cured. If the Application is not approved, the County still has the ability to initiate Code enforcement proceedings.

Either way, resolution of any alleged Code violation is not necessary as part of considering the proposal in the Application.

2. DCC 18.128.015, General Standards Governing Conditional Uses

This Code provision sets forth specific standards for uses other than single family dwellings that apply in addition to the standards of the underlying zone. The applicable provisions of this Code section are set forth below in *italics*.

- A. *The site under consideration shall be determined to be suitable for the proposed use based on the following factors:*
1. *Site, design and operating characteristics of the use;*
 2. *Adequacy of transportation access to the site; and*
 3. *The natural and physical features of the site, including, but not limited to, general topography, natural hazards and natural resource values.*

This Code provision requires an analysis of the suitability of the site for the proposed use based on the listed factors. The Applicant asserts that the site is suitable for the Service Center. In support of that assertion, the Applicant notes that the site allows it to implement the safety and other operating measures required by OHA for a psilocybin service center, and that the physical features of the site already accommodate the type of building it wishes to permit. For example, the site can accommodate a perimeter fence that helps control access, a building where facilitated sessions can occur, and landscaping that employs materials, foliage, and colors that blend with the surrounding and contribute to a natural setting the Applicant wishes to market to its patrons.

With the exception of the adequacy of transportation access to the site, which is addressed in more detailed findings below, no participant asserts that the site itself is not suitable for the proposed use, or otherwise specifically asserts that this Code provision is not satisfied. One participant, however, did imply that the site is not as suitable as the Applicant states because of the potential for loud noises from residents and nearby events that are likely to occur. The Applicant, however, does not assert that the use requires a complete absence of noise and, rather, juxtaposes the level of activity at the resort (with some noise) relative to what is experienced in an urban area (with more noise). Having weighed the arguments of the participants, and based on the foregoing, I find that the site is suitable for the proposed use based on factors relating to the site, design, operating characteristics, and natural and physical features. However, as discussed below, I do not find that the site is suitable based on the adequacy of transportation access and, therefore, DCC 18.128.015(A) is not satisfied.

- B. *The proposed use shall be compatible with existing and projected uses on surrounding properties based on the factors listed in DCC 18.128.015(A).*

This Code provision is similar to DCC 18.128.015(A) but focuses on the proposed use's compatibility with surrounding properties rather than on the suitability of the site itself.

The Applicant provides an analysis of this Code provision largely by focusing on the operational characteristics of the site, which is subject to the regulatory controls applicable to the Service Center and the patrons of the Service Center, by virtue of OHA regulations. The Applicant's analysis essentially concludes that there are no offsite impacts from its proposed use because "psilocybin clients cannot simply drop into a service center, consume psilocybin, and then leave the licensed premises, while under the effects of psilocybin." Instead, a facilitated session at the Service Center will require a patron to first meet with a licensed facilitator to determine if a psilocybin treatment will be administered. If a session does occur, OHA regulations require the patron to remain on site until the facilitator determines the patron is no longer under the effects of psilocybin. Because the psilocybin component of the use is required to be contained, and the site is designed to accommodate that requirement, the Applicant asserts the site design is compatible with surrounding uses.

The vast majority of comments in the record opposing the Service Center address general concerns about the use of psilocybin, or even the efficacy of psilocybin. I agree with the Applicant that these comments are largely irrelevant to the approval criteria unless, for example, they identify something unique about the psilocybin use that relates to the design of the site. Having weighed the arguments and information provided by all participants, I find that the proposed use is compatible with surrounding properties when considering: (1) the site itself, which is in a commercially-designated area; (2) the operating characteristics described above; (3) transportation access (based on the findings below); and (4) the natural and physical features of the site, which will largely remain unchanged except for the addition of landscaping, and which will enhance compatibility with surrounding uses. DCC 18.128.015(B) is therefore satisfied.

Adequacy of Transportation Access to the Site

One area where the opposing comments do directly tie psilocybin to the approval criteria relates to the adequacy of transportation access to the site. This factor is relevant to both DCC 18.128.015(A) and (B). The former requires consideration of this factor for assessing the suitability of the site to accommodate the use, and the latter requires consideration of this factor for assessing compatibility of the use with surrounding uses.

Multiple participants commented that access to the site is not adequate because it relies, in part, on the use of a road over BLM property. Specifically, access to Juniper Preserve occurs over the BLM property, and BLM has issued a "Right of Way Grant" for that purpose ("BLM ROW"). The Applicant notes, as supported by its transportation analysis, that the BLM ROW is sufficient based on its size, structure, and design, and that no improvements to the BLM ROW are required. The opposing comments do not dispute the physical adequacy of the BLM ROW and, instead, assert that the Applicant is prohibited from using the BLM ROW because it intends to transport psilocybin over the BLM ROW, which those comments claim would be a violation of federal law and in violation of BLM's approval for use of the BLM ROW.

These Code provisions expressly require consideration of the "adequacy of transportation access to the site." The record does not indicate that the County's Board of Commissioners has interpreted this Code provision with respect to its geographic scope, or with respect to the interplay of each of the factors in DCC 18.128.015(A)(1) through (3). That is, this Code provision could be interpreted narrowly to apply only to the access to the site from other areas of Juniper Preserve, or it could be interpreted more broadly to apply to any access to the site, the use of which could affect the site or surrounding properties. Similarly,

the Code could be interpreted such that suitability based on one of the factors in DCC 18.128.015(A)(1) through (3) is sufficient, or it could be interpreted such that suitability must be based on all three factors. In the absence of such interpretations, and because the Applicant and other participants appear to agree that the Applicant must rely on the BLM ROW in some manner (indeed, it was included in the Applicant's transportation analysis), I conclude that the BLM ROW is part of the access to the site that must be considered. Because all parties address the adequacy of transportation and assume it is necessary to consider, I also conclude it is necessary to consider transportation access even though I have already found the site is suitable based on other factors in DCC 18.128.015(A)(1) through (3).

With one exception, the opposing comments in the record do not claim that the Applicant's use of the BLM ROW would have any impact on other uses. Instead, most comments are better characterized as addressing DCC 18.128.015(A) and whether the site itself is suitable if the BLM ROW cannot be used for the Applicant's intended purpose. The exception is a comment in the record that if the Applicant violates the terms of the BLM ROW, BLM could revoke the BLM ROW altogether, thereby preventing anyone from accessing Juniper Preserve, which would therefore be incompatible with all other uses at this destination resort.

Turning to DCC 18.128.015(A) first, it is undisputed that some of the transportation access to the site the Applicant contemplates is acceptable under the BLM ROW approval. For example, there is no dispute in the record that guests of the resort can use the BLM ROW to access the resort and, therefore, get to the Service Center. The question therefore arises whether a particular component of transportation access the Applicant contemplates (transporting psilocybin across the BLM ROW) renders the entirety of the transportation access to the site inadequate if the BLM ROW cannot be used for that purpose. I find, based on this record, that it does.

The Applicant argues that the opposing comments require the Hearings Officer to resolve a private dispute under the BLM ROW. Specifically, the Applicant asserts that the BLM may or may not enforce the precise terms of the BLM ROW; essentially that it is speculative to determine now whether the Applicant will or will not be allowed to transport psilocybin across the BLM ROW. The Applicant characterizes this issue as a dispute between the various parties to the BLM ROW instrument, and argues that such disputes are not appropriate for resolution as part of the land use process.

I agree with the Applicant that a land use approval is typically not the correct venue for resolving the rights of parties to a specific agreement. But such an exercise is not necessary here. Instead, the Hearings Officer must look to the evidence in the record and make findings based on the preponderance of the evidence in the record to determine if a criterion is satisfied. The evidence in this record is that: (1) use of the BLM ROW requires compliance with federal law; (2) federal law prohibits transportation of psilocybin across federal lands; and (3) the Applicant intends to use transportation access to the site across federal land to transport psilocybin. The Applicant acknowledges that its proposed use is not allowed by the express terms of the BLM ROW. Whether or not BLM ultimately enforces the requirements of the BLM ROW is therefore not relevant; on the face of the documents alone, the Applicant has not established that it can do what it proposes to do. I do not agree with the Applicant's assessment that denial of the Application on this basis amounts to enforcing federal law or somehow jeopardizes psilocybin use across the state. My analysis looks only to the evidence in the record. A different record may result in a different

conclusion, for example where transportation access does not rely solely on crossing federal lands, or where the transportation of psilocybin is not required because it is grown on site.

Based on the foregoing, I find that the Applicant has not met its burden of demonstrating that the site is suitable for the proposed use pursuant to the transportation access factor of DCC 18.128.015(A)(2). I conclude the opposite, however, with respect to DCC 18.128.015(B). That Code provision more directly addresses the extent to which the proposed use could impact surrounding uses in terms of transportation access. I have already concluded that the Applicant’s transportation analysis adequately demonstrates that the transportation system is adequate and that no physical upgrades to the system are required for its use, meaning that surrounding uses will also be able to rely on that same transportation system without being impacted by the Service Center. The sole risk to surrounding users identified in the comments is the potential that BLM could somehow revoke the BLM ROW approval if the Applicant’s use is unlawful. Here, the Applicant’s argument is relevant, and this opposing comment invokes a potential dispute between BLM and those granted access to use the BLM ROW. Whether BLM chooses to pursue such a remedy under the BLM ROW, and the rights other users may be able to retain or lose in that situation, is speculative. Further, the Applicant has also proposed a condition of approval that would require it to suspend operations if BLM determines the Applicant’s use violates the BLM ROW. Such a condition would reduce the potential for conflicts with other uses, thereby rendering the Applicant’s use compatible.

C. *These standards and any other standards of DCC 18.128 may be met by the imposition of conditions calculated to ensure that the standard will be met.*

As explained in prior findings, I find it appropriate to identify several conditions of approval that could be imposed if the Applicant’s request were granted. I identify those solely to determine whether or how the Applicant can meet a criterion. Because this Decision ultimately denies the Applicant’s request and there is not approval of the proposal, however, the conditions of approval are not actually being imposed.

* * *

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* * *

IV. CONCLUSION

Based on the foregoing findings, I find the Application does not meet the applicable standards for a Conditional Use Permit and Site Plan Review. Specifically, I find that the Applicant has not met its burden with respect to the following Code provisions:

- DCC 18.116.030(F)(1), relating to the screening of the parking lot
- DCC 18.116.030(F)(7), relating to clearance areas for service drives
- DCC 18.124.060(G), relating to the screening of the parking lot
- DCC 18.128.015(A)(2), relating to the suitability of the site based on the adequacy of transportation access

The Application is therefore DENIED.

Dated this 26th day of April 2024.



Tommy A. Brooks
Deschutes County Hearings Officer



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: July 17, 2024

SUBJECT: Public Hearing to consider accepting a petition to form the Tumalo Basin Sewer District

RECOMMENDED MOTION:

Move approval of Order 2024-024 accepting a petition to form the Tumalo Basin Sewer District and setting the date for a final public hearing on August 7, 2024.

BACKGROUND AND POLICY IMPLICATIONS:

The chief petitioners filed a petition to form Tumalo Basin Sewer District. The Assessor's Office and County Clerk certified the petition and Community Development reviewed it for consistency with the County's comprehensive plan, Title 18 and the Tumalo Community Plan.

The BOCC must hold a hearing on the petition where any interested person can be heard and discuss accepting the petition and approving Order 2024-024, which would set the date for the final hearing. The petition and exhibits are attached to the draft order.

BUDGET IMPACTS:

None

ATTENDANCE:

David Doyle, County Counsel



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Accepting Petition to Form Tumalo Basin Sewer District and Setting Final Hearing * * ORDER NO. 2024-024 *

WHEREAS, Petitioners submitted a petition (Exhibit A) for formation of the Tumalo Basin Sewer District ("District") with the proposed district boundary as identified in Attachments A & B of the petition attached to this Order; and

WHEREAS, the Deschutes County Clerk's Office and Assessor's Office each certified that the petition was signed by the requisite number of registered voters or landowners, as indicated in their memos attached to the petition; and

WHEREAS, the Deschutes County Community Development Department determined, as described in their memo attached to the petition, the district formation is consistent with Title 18 Deschutes County Zoning Ordinance, Title 23 Deschutes County Comprehensive Plan and the public facilities goal and sewer facility policies in the Tumalo Community Plan, Appendix A; and

WHEREAS, the Board held a duly noticed public hearing on July 17, 2024, to determine whether, in accordance with the criteria prescribed by ORS 199.462, the area could benefit by the formation of the district; now, therefore

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, HEREBY ORDAINS as follows:

Section 1. The petition for formation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for formation is accepted and the final hearing on this petition is set for August 7, 2024.

Section 3. If written requests for an election are not filed as provided by ORS 198.810(3), the Board, at the time of the final hearing, will enter its order creating the district. Written requests for an election concerning creation of the district must be filed at or before the final hearing by not less than 15 percent of the electors or 100 electors, whichever is the lesser number, registered in the proposed district.

Section 4. The district will be named Tumalo Basin Sewer District with the boundary as identified in the petition for formation. The purpose of this District is to provide sanitation facilities and services as described in ORS 450.005-245 to inhabited property located within the Tumalo Rural Community, Deschutes County, Oregon.

Dated this ___ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

Tumalo Basin Sewer Committee

c/o Ryan Rudnick

Parametrix

rrudnick@parametrix.com

Date, 2024

Steve Dennison
Deschutes County Clerk
PO Box 6005
Bend, OR 97708-6005

Re: Petition to Form the Tumalo Basin Sewer District

Dear Mr. Dennison:

Attached please find a Petition to form the **Tumalo Basin Sewer District** pursuant to ORS 198.705 to 198.155 ("Petition"). We are filing this Petition on behalf of the Chief Petitioners listed at the end of this letter. In support of that petition, we provide you with the following information.

A. OVERVIEW

The unincorporated community of Tumalo, Oregon, does not currently have a municipal wastewater facility, leaving businesses and some residents dependent upon onsite wastewater systems (septic tanks with drainfields). Aged and failing septic systems is resulting in onsite system failures, exorbitant repair/replacement costs, and business closures. These conditions create economic and practical hardships for new and existing businesses and residents.

Deschutes County commissioned a feasibility study by an engineering firm in 2022 after the Tumalo Unincorporated Community experienced issues with continues reliance on on-site septic systems for wastewater disposal. Based on existing conditions and analysis of projected failures, the engineering team identified alternatives for implementation to provide sewer service to the Tumalo Community. As a result of the 2022 feasibility study, community members that had formed the **Tumalo Basin Sewer Committee (TBSC)**, in 2023, concluded that the best mechanism to organize, fund, and operate the proposed community sewer system would be the formation of a sanitary district under ORS Chapter 450.

The proposed Tumalo Basin Sewer District will be organized under ORS 450.009 to ORS 450.245 for the purpose of providing sanitation facilities and services to inhabited property located within the Unincorporated Tumalo Community, Deschutes County, Oregon. The proposed territory to be included in the Tumalo Basin Sewer District boundaries is described in **Attachment A**, the Lot and Block Description, and as the "Phase A Service Area" on **Attachment B**, the Boundary Map.

B. BACKGROUND

The preliminary steps have been completed required to submit this Formation Petition. On February 28, 2024 the Chief Petitioners submitted a prospective petition for formation of the Tumalo Basin Sewer District to the Deschutes County Clerk pursuant to ORS 198.748. The prospective petition identified the required special district formation criteria under ORS 198.720 and described how the proposed Tumalo Basin Sewer District met the criteria. On this date, the Chief Petitioners also submitted a general description and map of the proposed boundaries pursuant to ORS 198.748.

This Formation Petition includes the petition form that was approved by Deschutes County, which has now been signed by the Chief Petitioners. This Formation Petition submission includes the lot and block description for the proposed Tumalo Basin Sewer District (**Attachment A**), the boundary map showing the Phase A Service Area proposed to be included in the Tumalo Basin Sewer District boundaries (**Attachment B**), the petition signature sheets (**Attachment C**), the economic feasibility statement (**Attachment D**) and the required SEL 704 form (**Attachment E**) and required \$100 deposit.

C. SPECIAL DISTRICT FORMATION CRITERIA MET

This Petition meets the requirements for special district formation set forth in ORS 198.720:

ORS 198.720(1) A district may consist of contiguous or noncontiguous territory located in one or more adjoining counties. If any part of the territory subject to a petition for formation or annexation is within a city, the petition shall be accompanied by a certified copy of a resolution of the governing body of the city approving the petition.

The sewer district will consist of territory located entirely within Deschutes County. Chief Petitioners contemplate the potential future expansion of the service area to other properties in the community. The community of Tumalo is not an incorporated city.

ORS 198.720(2) A district may not include territory included within another district formed under the same principal Act when the other district is authorized to perform and is performing the services the affected district is authorized to perform, unless:

- (a) Withdrawal of such territory is proposed and the territory is withdrawn by withdrawal proceedings conducted in the other district simultaneously with the formation or annexation proceedings, and the proposed boundary changes are approved for both districts; or*
- (b) The principal Act provides for automatic withdrawal of the affected territory in such a case.*

The sewer district will not include territory located within another existing sanitary district. The sewer district will share a portion of the Laidlaw Water District service territory; however, the sewer district will provide services that are entirely distinct and separate from those provided by the Laidlaw Water District.

ORS 198.720(3) The boundary lines of a district formed under ORS 198.705 to 198.955 shall include only such territory as may in reason be served by the facilities or services of the district.

As detailed in the attached Economic Feasibility Statement, the proposed sewer district boundaries include only such territory as Chief Petitioners and their technical consultants

believe may reasonably be served by the facilities and services of the sewer district at the time of its formation.

ORS 198.720 (4) For purposes of ad valorem taxation, a boundary change must be filed in final approved form with the county assessor and the Department of Revenue as provided in ORS 308.225.

The sewer district will use a fee for service revenue model as detailed in the Economic Feasibility Statement attached as Attachment D. The sewer district will not have a permanent tax rate.

D. FORMATION PETITION REQUIREMENTS MET

This Formation Petition meets the requirements for formation petitions articulated under ORS 198.750, as outlined below:

1. Per ORS 198.750(1)(a), the Formation Petition states that the petition is filed pursuant to ORS 198.705 to 198.955.
2. Per ORS 198.750(1)(b), the Formation Petition describes the affected county and includes a map defining the precise boundaries of the proposed Tumalo Basin Sewer District (See **Attachment A**, Lot and Block Description, and **Attachment B**, Boundary Map). At this time, the TBSC is proposing to form the Tumalo Basin Sewer District in the area designated as "Phase A Service Area" on the Boundary Map in Attachment B.
3. Per ORS 198.750(1)(c), the Formation Petition designates the principal Act for the sanitary district. This a district formation, not a change of organization as defined under ORS 198.705(4). As such, the only "affected district" is the proposed Tumalo Basin Sewer District, for which the principal act is found in ORS 450.009 to ORS 450.245.
4. Per ORS 198.750(1)(d), the Formation Petition states that the nature of the proposal is formation of a district.
5. Per ORS 198.750(1)(e), the Formation Petition states that the territory subject to the petition is inhabited.
6. Per ORS 198.750(1)(f), the Formation Petition states the number of board members (five), given that the petition is for formation and district board members will be elected. The TBSC anticipates electing a board either through a formation election process initiated by petition pursuant to ORS 198.815 or through an election pursuant to ORS 198.825. The TBSC understands that elections pursuant to either of these processes will be governed by ORS Chapter 255.
7. Per ORS 198.750(1)(g), the Formation Petition states that a tax rate limit does not need to be included in the petition since no tax revenues are necessary to support the services and functions described in the economic feasibility statement (**Attachment D**) for the proposed Tumalo Basin Sewer District.

8. Per ORS 198.750(1)(h), the Formation Petition indicates that additional proposed terms and conditions for formation are not applicable.
9. Per ORS 198.750(1)(i), the Formation Petition signature form provides a space for formation petition signers to indicate whether they are landowners within the district, electors registered in the district, or both. Signatures have been gathered pursuant to ORS 198.755, ORS 198.760, and ORS 198.765, and the petition circulator ensured that signers of the petition indicated whether they are a landowner, elector, or both on the lines provided on the signature sheet. The TBSC has met the signature requirements articulated in ORS 198.755(1)(b) by gathering the signatures of not less than fifteen landowners within the Phase A Service Area boundary. This is explained in greater detail in Section D below.
10. Per ORS 198.750(1)(j), the Formation Petition states that the petitioners are requesting that the Board of County Commissioners commence proceedings to form the territory described.

Additionally, the Chief Petitioners are submitting a security deposit to accompany the Formation Petition pursuant to ORS 198.775. The proposed Tumalo Basin Sewer District is located entirely within Precinct 13, so the Chief Petitioners are submitting a security deposit in the amount of \$100 based on the \$100 per precinct cost. The two Chief Petitioners have completed the SEL 704 form (**Attachment E**) and will each contribute \$50 in cash to the required deposit.

E. PETITIONER SIGNATURE REQUIREMENTS MET

ORS 198.755(1) provides four different pathways to meet the signature requirement for a formation petition. The TBSC decided to meet the standard by gathering the requisite number of landowner signatures as allowed under ORS 198.755(1)(b). ORS 198.755(1)(b) provides that a petition for formation must be signed by “not less than...[f]ifteen owners of land or the owners of 10 percent of the acreage, whichever is the greater number of signers, within the territory subject to the petition.”

The TBSC has met the requirements of ORS 198.755(1)(b) by gathering the signatures of not less than fifteen owners of land within the Phase A Service Area of the proposed Tumalo Basin Sewer District. During the process of gathering signatures, the circulator also gathered signatures of individuals who reside within the Phase A Service Area and support the project but are not landowners. The TBSC believes these signatures demonstrate widespread support for the sanitary district effort and understand that non-landowner signatures do not count towards the signature standard articulated in ORS 198.755(1)(b). The purpose of this section is to summarize the TBSC’s decision to meet the petition signature requirements by gathering the signatures of not less than fifteen owners of land within the territory subject to the petition.

The petition sheet attached to this Formation Petition contains forty (40) unique landowner signatures. It also contains signatures from two unique individuals that are registered electors within the Phase A Service Area but are not landowners. The TBSC understands that these two signatures *do not* count towards the required number of landowner signatures per ORS 198.755(1)(b). The signature requirement has been met by securing the signatures of forty (40) unique owners of land within the proposed District.

F. NEXT STEPS

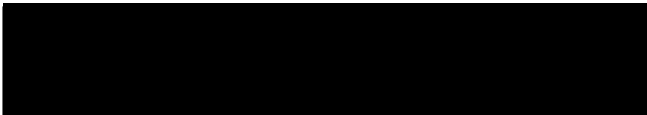
The TBSC understands that since the Formation Petition is permitted to be signed by landowners and has in fact been signed by landowners to meet the signature requirements of ORS 198.755(1)(b), the Deschutes County Assessor has ten days to examine the formation petition and determine whether it has been signed by the requisite number of qualified signers pursuant to 198.765(2). Should the County Assessor find that the requisite number of qualified signers have signed the formation petition, the TBSC expects that the County Assessor will file the formation petition with the Board of County Commissioners as provided in ORS 198.765(2). If the County Assessor finds that the requisite number of signers have not signed the Formation Petition, the Assessor will notify the Chief Petitioners, also as provided in ORS 198.765(2).

If you have any questions about the Petition or require any additional information, please contact me at 541-508-7785 or the email address above or contact the Chief Petitioners:

Chief Petition Name: Rob Fish
Landowner, Phase A Service Area of the proposed **Tumalo Basin** Sewer District
Email: fishintumalo@yahoo.com
Phone number: 541-480-4060

Chief Petition Name: Martha Gross
Landowner, Phase A Service Area of the proposed **Tumalo Basin** Sewer District
Email: marthagross777@gmail.com
Phone number: 541-815-0141

Sincerely,



Ryan Rudnick
Engineer IV, Parametrix
Consultants to the TBSC

PETITION TO FORM SPECIAL DISTRICT
Tumalo Basin Sewer District

(Name of District)

To: The Board of County Commissioners, Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

- 1. This Petition for Formation is filed pursuant to ORS 198.705 to 198.955 on April 30, 2024 (date) and Petitioners request the Board commence proceedings to form the territory described below as Tumalo Basin Sewer District Deschutes County, Oregon:
(name of district)

See attached lot and block description and boundary map.

(describe the territory and boundaries of the proposed District in detail. If more room is needed, a detailed description may be attached to this petition)

- 2. The principal act for Tumalo Basin Sewer District (name of district) is ORS 450.005 to 450.245.
(Proper statutory reference required, see ORS 198.010 for listing of appropriate principal act)

- 3. (if applicable) The District board members will be generally elected and the number of board members is five (5) (if consent by all landowners) The names of the first board members are as follows and each has consented in writing by the attached acceptance:
Should the Board of County Commissioners issue a formation order, the Tumalo Basin Sewer District will hold elections pursuant to ORS Chapter 255 to elect the first district board.

(list each proposed board member)

- 4. (if applicable) The District includes a proposed permanent rate limit for operating taxes and the proposed rate is N/A – No tax revenues are necessary to support the services and functions described in the economic feasibility statement.
(expressed in dollars per thousand dollars of assessed value)

5. This Petition for Formation affects only Deschutes County and is not in any incorporated city limits.

- 6. The Board of N/A (name of agency(ies) required to give approval under district's principal act) approved the petition pursuant to ORS 198.800 on N/A (insert date). (Certification of such approval by the relevant agency(ies) is provided below.)

- 7. The territory subject to this Petition for Formation is primarily inhabited uninhabited (circle one). This petition is signed by land owners and/or registered voters in the area proposed to be formed as indicated opposite their respective signature, and all signatures were obtained on or after the 9th day of April, 2024.

Security Deposit Special District Formation or Reorganization

SEL 704

rev 01/18
ORS 198.775

Formation

Annexation

Withdrawal

Dissolution

District and Precinct Information

Name of District

Tumalo Basin Sewer District

Number of Precincts in District

One

Amount of Deposit per Precinct

\$100

Total Deposit (max of \$10,000)

\$100

Chief Petitioners

I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of

Tumalo Basin Sewer District

district exceeds the

deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print

Rob Fish

Signature

[Redacted Signature]

Residence

19850 2nd St

Mailing Address if different

City

Bend

State

OR

Zip Code

97703

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

\$50.00

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Martha Gross

[Redacted Signature]

Residence

19933 Elm Ln

Mailing Address if different

City

Bend

State

OR

Zip Code

97703

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

\$50.-

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Continued on the reverse side of this form

Person/Organizations Providing Any Part of Cash/Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Additional Description

*Provide additional description of security deposit below, on the back of this form or on separate sheets. Additional contributors may be listed on separate sheets and attached.

Attachment A

Lot & Block Boundary Legal
Description

Tumalo Sanitary District

Service Area Boundary Description (Lot & Block)

Prepared by: Dan Finnell (Parametrix Inc.)

Date: 4/2/2024

The proposed service area boundary includes the following blocks and lots in the Plat of Laidlaw, recorded August 30, 1904, under County Survey No. 10229, Deschutes County Survey Records, situated in Section 31, Township 16 South, Range 12 East, W.M. Deschutes County, Oregon:

- | | | | |
|----------|--------------------------------------|----------|--|
| Block 1 | Lots 1-12 (See Attached Description) | Block 19 | Lots 1-24 |
| Block 2 | Lots 1-12 (See Attached Description) | Block 20 | Lots 1-24 |
| Block 3 | Lots 1-12 (See Attached Description) | Block 21 | Lots 1-5 (See Attached Description for TL4900) |
| Block 6 | Lots 1-12 | Block 23 | Lots 1-24 |
| Block 7 | Lots 1-12 | Block 24 | Lots 1-24 |
| Block 8 | Lots 1-12 | Block 25 | Lots 1-4 & 13-24 (NE of US HWY 20) |
| Block 9 | Lots 1-12 | Block 29 | Lots 1-5 & 7-12 (NE of US HWY 20) |
| Block 10 | Lots 1-24 | Block 30 | Lots 1-12 |
| Block 11 | Lots 1-24 | Block 31 | Lots 4-6 |
| Block 13 | Lots 1-24 | Block 32 | Lots 1-6 |
| Block 14 | Lots 1-24 | Block 33 | Lots 1-12, & PT. of vacated Cook Ave. |
| Block 15 | Lots 1-24 | Block 40 | Lots 1-3 & 7-12 (NE of US HWY 20) |
| Block 16 | Lots 1-12 (NE of US HWY 20) | Block 41 | Lots 1-6 |
| Block 17 | Lots 10-12 (NE of US HWY 20) | Block 42 | Lots 1-6 (NE of US HWY 20) |
| Block 18 | Lots 1-24 (NE of US HWY 20) | | |

Together with:

Vacated portions of 3rd Street beginning at Strickler Ave east to centerline of Bruce Ave

Vacated portions of Bruce Ave between blocks 7 & 6, 10 & 11

Vacated portion of Wood Ave between blocks 7 & 8, 9 & 10, 17 & 18

Vacated portions of 6th Street between blocks 18 & 25, 20 & 23

Vacated portions of 9th Street between blocks 33 & 40, 32 & 41

Vacated portions of 10th Street East of Hwy 20

Vacated portions of Wharton Ave 32 & 33, 40 & 41, 42 & US HWY 20

Vacated portions of Riverside Ave between block 21 and the Deschutes River

Vacated portions of alleys in blocks 1, 2, 3, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 18, 19, 20, 23, 24, 25, 29, 30, 33, 40

Together with the following lots in the plat of Deschutes River Tract, filed August 16, 1960, under County Survey No. 06751, Deschutes County Survey Records, situated in Section 31, Township 16 South, Range 12 East, W.M. Deschutes County:

- | | |
|--------------|--------------|
| Lots 4-6 | Lots 25 & 26 |
| Lots 14 & 15 | Lots 28 & 29 |

Lots 35-37

Lots 44-46, & 49

Lot 43, Excepting Therefrom: Beginning at the Southeast corner of said Lot 43, also being the Northeast corner of Lot 38; thence S89°51'14"W, along the line between Lots 43 and 38, a distance of 190.00 feet to point on the South line of Lot 43, also being the Northwest corner of Lot 38; thence N00°45'44"W, 67.00 feet; thence N89°51'14"E, 143.53 feet to the East line of Lot 43; thence S35°18'12"E, along the East line of Lot 43, a distance of 81.95 feet to the true point of beginning.

Together with: A parcel of land located in the Southeast Quarter of Section 31, Township 16 South, Range 12 East of the Willamette Meridian, being a portion of Lot 47, DESCHUTES RIVER TRACT, Deschutes County, Oregon, described as follows:

Commencing at the Southwest corner of said Lot 47, thence S89°36'20"E, along the South line of Lot 47, also being the North line of Elm Lane, a distance of 187.01 feet; thence 8.26 feet along the arc of a 30.00 foot radius curve concave to the southeast (the long chord of which bears N38°32'54"E, 8.23 feet) to the true point of beginning; thence N46°26'41"E, 62.95 feet to the westerly bank of the Deschutes River; thence S57°15'09"E, along the westerly bank of the Deschutes River, 124.71 feet tot the Southeast corner of Lot 47, also being the Northeast corner of Lot 43; thence N88°44'53"W, along the line between Lots 47 and 43, a distance of 99.86 feet to the easterly right-of-way of Elm Lane; thence 70.21 feet along the arc of a 30.00 foot radius curve, concave to the Southwest, (the long chord of which bears N66°30'20"W, 55.25 feet), to the true point of beginning.

Lots 52 & 53

LEGAL DESCRIPTION

Lot 38, DESCHUTES RIVER TRACT, DESCHUTES COUNTY, OREGON

TOGETHER WITH:

A portion of Lot 43, DESCHUTES RIVER TRACT, located in the Southeast Quarter (SE ¼) of Section 31, Township 16 South, Range 12 East, of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southeast corner of said Lot 43, also being the Northeast corner of Lot 38; thence S.89° 51' 14" W, along the line between Lots 43 and 38, as shown on the plat of DESCHUTES RIVER TRACT, 190.00 feet to a point on the South line of Lot 43, also being the Northwest corner of Lot 38; thence N 00° 45' 44" W, 67.00 feet; thence N 89° 51' 14" E, 143.53 feet to the East line of Lot 43; thence S 35° 18' 12" E, along the East line of Lot 43, a distance of 81.95 feet to the point of beginning.

CORRECTED LEGAL
EXHIBIT "A"

A parcel of land located in the Southeast Quarter of Section 31, Township 16 South, Range 12 East of the Willamette Meridian, being a portion of Lot 47, DESCHUTES RIVER TRACT, Deschutes County, Oregon, described as follows:

Beginning at the Southwest corner of said Lot 47; thence North, along the West line of Lot 47, a distance of 93.00 feet; thence N 78° 13' 40" E, (N 78° 24' 00" E, 114.06 feet, Deed Volume 2013, Page 33419, Deschutes County Official Records), 114.13 feet to the North line of said Lot 47; thence N 89° 51' 14" E, along the North line of said Lot 47, a distance of 47.13 feet to the westerly bank of the Deschutes River; thence S 49° 17' 38" E, along the westerly bank of the Deschutes River, 104.08 feet; thence S 46° 26' 41" W, 62.95 feet to the North line of Elm Lane; thence 8.26 feet along the arc of a 30.00 foot radius curve concave to the southeast (the long chord of which bears S 38° 32' 54" W, 8.23 feet); thence N 89° 36' 20" W, along the North line of Elm Lane, 187.01 feet to **the true point of beginning.**

TOGETHER WITH all that portion of Lot 51 DESCHUTES RIVER TRACT, Deschutes County, Oregon, lying South of the following described line: Commencing at the Southwest corner of said Lot 51; thence S 89° 58' 00" E, 111.73 feet to the true point of beginning; thence N 78° 24' 00" E to the westerly bank of the Deschutes River and the terminus of this description.

Containing 0.54 acres more or less.

EXHIBIT "A"

LEGAL DESCRIPTION FOR THE VACATION OF ALLEYS IN LAIDLAW

Alleys in Block 2 and 3; Thirty feet abutting Lot 12, Block 1; Thirty feet abutting lots 1 and 12 Block 2; Thirty feet abutting lots 1 and 12 Block 3; located in the plat of Laidlaw (Tumalo).

SUBJECT TO the reservation of a utilities easement in and upon all of the property; for the purposes of continuing, constructing, installing, maintaining, repairing, reconstructing, replacing, enlarging and altering; wires, poles, pipes, lines, structures, casings supports, equipment, facilities and appurtenances; at the present and in the future; necessary or convenient; to Deschutes County, a political subdivision of the State of Oregon, its agents, licensees and permittees; forever.

EXHIBIT A

Parcel 1:

Lots 1, 2, 3, 4, and 5 in Block 11 of Townsite of Laidlaw, Deschutes County, Oregon, together with that portion of vacated Bruce Avenue accruing to said lots. EXCEPT that portion of the vacated alley accruing to said lots.

Tax Account number: 16-12-31-A0-01500

Also known as:19849 3rd St.

Parcel 2:

Lots 1, 2, 3, 4 and 5 in Block 21, TOGETHER WITH that portion of Riverside Avenue adjacent thereto vacated by Deschutes County Commissioner' Order dated April 2, 1973, and that portion of Sixth Street adjacent thereto vacated by Deschutes County Commissioners' Order dated June 14, 1971, which inured to said lots upon the vacation thereof, all located in the TOWNSITE OF LAIDLAW, Deschutes County, Oregon.

That portion of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Sixteen (16) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon, described as follows: Commencing at the Northerly corner of Lot 61 of Deschutes River Tract; thence North 89° 58' West along the Northerly line of Riverview Avenue, a distance of 41.00 feet; thence North 00° 13' East, a distance of 129.43 feet to the Southwesterly side of the Deschutes River, in said Northeast Quarter (NE 1/4) of said Section 31 and the true point of beginning; thence South 00° 13' West, a distance of 129.43 feet to the North line of Riverview Avenue; thence South 89° 58' East along the said North line, a distance of 20.5 feet; thence North 00° 13' East, a distance of 20.00 feet; thence South 87° 58' 20" East, a distance of 275.00 feet, more or less, to the centerline of the Deschutes River; thence Northerly along said centerline to the Southeast corner of the land conveyed in the deed to Deschutes County, recorded June 4, 1969 in Book 165 at page 23 of Deed Records; thence South 68° 01' 30" West, a distance of 139.00 feet to the Southwest corner of said land conveyed to Deschutes County; thence South 14° 48' 24" East to the true point of beginning.

Tax Account No.: 16 12 31 A0 04900

Also known as: 64680 Wharton Ave.

Attachment B

Boundary Map



Attachment C

Petition Signature Sheets

Name 1	Name 2	Situs Address	Taxlot	City	State	Zip	Acreage	Owner	Elector	Signatures
Jeannine Fraley	-	64790 Bruce Ave	161231A000701	Bend	OR	97703	0.39	Y	N	1
Robert Fish	Jean MW Fish	19850 2nd St	161231A000702	Bend	OR	97703	0.48	Y	Y	2
Anthony Norris		64785 Cook Ave	161231A000800	Bend	OR	97703	0.88	Y	N	1
Mark Houser	Toni Houser	64786 Wood Ave	161231A000900	Bend	OR	97703	0.88	Y	Y	2
Jeff Brandon	Twila Brandon	64795 Wood Ave	161231A001100	Bend	OR	97703	0.48	Y	Y	2
Harriet Gummus	-	19806 2nd St	161231A001103	Bend	OR	97703	0.39	Y	Y	1
Dale Peer	Dixie Peer	64711 Wood Ave	161231A001300	Bend	OR	97703	0.39	Y	Y	2
Breanna Pollock	-	64741 Cook Ave	161231A001800	Bend	OR	97703	0.49	N	Y	1
Lauren Kelley	John Kelley	64767 Cook Ave	161231A001900	Bend	OR	97703	0.26	Y	Y	2
Tamara Turney	Jason Turney	19849 2nd St	161231A001901	Bend	OR	97703	0.52	Y	Y	2
Kurt Lowrie	Robin Sappington	64757 Cook Ave	161231A002000	Bend	OR	97703	0.52	Y	Y	2
Nena Close	Ron Close	64695 Wood Ave	161231A003600	Bend	OR	97703	0.39	Y	Y	2
Jacob Minkoff	-	64699 Wood Ave	161231A003601	Bend	OR	97703	0.39	Y	Y	1
Lori M Walls	-	19825 5th St 4	161231A003800	Bend	OR	97703	0.57	N	Y	1
Steven Davidson	-	19860 7th St	161231A005500	Bend	OR	97703	0.51	Y	Y	1
James A Crouch	-	19875 7th St	161231A006300	Bend	OR	97703	0.18	Y	N	1
Jim Crouch	-	19885 7th St	161231A006301	Bend	OR	97703	0.44	Y	N	1
Penny Ferguson	-	19922 Fir Ln	161231A007400	Bend	OR	97703	0.39	Y	Y	1
Chris Tyree	-	19908 Fir Ln	161231A007500	Bend	OR	97703	0.36	Y	Y	1
Sophie Paez	-	19919 Fir Ln	161231A007700	Bend	OR	97703	0.45	Y	Y	1
Robert J Faddis	Lucinda Bennett	19910 Elm Ln	161231D005000	Bend	OR	97703	0.44	Y	Y	2
Timothy Smith	-	19920 Elm Ln	161231D005100	Bend	OR	97703	0.40	Y	Y	1
Bethany Brady	Ashley Rieger	19930 Elm Ln	161231D005200	Bend	OR	97703	0.40	Y	Y	2
Shawn Varner	Bonnie Varner	19951 Elm Ln	161231D005400	Bend	OR	97703	0.57	Y	Y	2
Shawn Varner	Bonnie Varner	19939 Elm Ln	161231D005500	Bend	OR	97703	0.44	Y	Y	2
Martha Lee Gross	-	19933 Elm Ln	161231D005600	Bend	OR	97703	0.47	Y	Y	1
Thomas C Wright	-	19919 Elm Ln	161231D005601	Bend	OR	97703	0.46	Y	Y	1
Melissa McNally	Daniel McNally	19909 Elm Ln	161231D005800	Bend	OR	97703	0.43	Y	Y	2
Mara McCloskey-Becker	-	19930 Juniper Ln	161231D006100	Bend	OR	97703	0.36	Y	Y	1
Betsy Maurer	-	19940 Juniper Ln	161231D006200	Bend	OR	97703	0.36	Y	Y	1
Betsy Maurer	-	N/A (19950 Juniper Ln)	161231D006300	Bend	OR	97703	0.37	Y	Y	1
Sharon Dunlevy	-	19962 Juniper Ln	161231D006400	Bend	OR	97703	0.82	Y	Y	1

Area Represented by all Signatures 14.88 acres

Area Represented by Landowner Signatures 13.82 acres

Total Acreage within Proposed District Boundary 50.39 acres

% of District Acreage Represented by Landowner Signatures 27 %

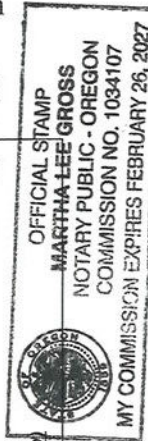
45	Total Signatures
3	Duplicates
42	Unique Signatures
40	Owner Signatures
38	Elector Signatures

NAME OF DISTRICT: Tumalo Basin Sewer District Formation Withdrawal Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Wanda Houser</u> Print Name [Redacted Signature]	<u>4-13-24</u> Date	<u>64786 Wood Av</u> PROPERTY ADDRESS <u>Bend, OR 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.88</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
2	<u>Harriet Gummus</u> Print Name [Redacted Signature]	<u>4-13-24</u> Date	<u>19806 2nd St</u> PROPERTY ADDRESS <u>Bend, OR 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.39</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
3	<u>Breanna Pollock</u> Print Name [Redacted Signature]	<u>4-13-24</u> Date	<u>64741 Cook Ave 97703</u> PROPERTY ADDRESS <u>Bend, OR</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
4	<u>Jacob Markoff</u> Print Name [Redacted Signature]	<u>4-13-24</u> Date	<u>64699 Wood Ave</u> PROPERTY ADDRESS <u>Bend</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage <u>.39</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
5	<u>Nena Close</u> Print Name [Redacted Signature]	<u>4-13-24</u> Date	<u>64695 Wood Ave, Bend</u> PROPERTY ADDRESS <u>Bend, OR 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>

I, Robert Ficht in my presence. Signature: [Redacted]

his petition, and every person who signed this petition did so
 County of Deschutes State of OR
 SUBSCRIBED AND SWORN before me this 23rd day of April, 2024
 Notary Public for Oregon Martha Lee Gross My Commission Expires: 10/26/2027



(affix notary stamp)

Signature

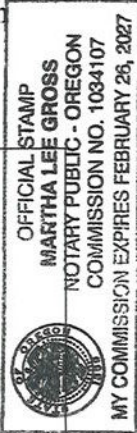
NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>x JAMES A CROUCH</u> [Redacted Signature] Signature	<u>4-11-24</u> Date	<u>19475 7th ST Bend 97703</u> PROPERTY ADDRESS <u>65004 Hopper DR Bend 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.18</u> Registered Voter Yes _____ No <input checked="" type="checkbox"/> Pre _____
2 <u>Jim Crouch</u> [Redacted Signature]	<u>4-12-24</u> Date	<u>19885 7th Street</u> PROPERTY ADDRESS <u>65900 Cline Falls Rd Bend</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.44</u> Registered Voter Yes _____ No <input checked="" type="checkbox"/> Pre _____
3 <u>x STANEN DAVIDSON</u> [Redacted Signature]	<u>4/13/24</u> Date	<u>19860 7th ST BEND 97703</u> PROPERTY ADDRESS <u>19944 BIRCH LANE BEND 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.51</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>
4 <u>x DALE PEER</u> [Redacted Signature]	<u>4/23/24</u> Date	<u>x 64711 WOODAIE Bend 97703</u> PROPERTY ADDRESS <u>64711 WOOD AVE Bend 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.35</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>
5 <u>Dixie PEER</u> [Redacted Signature]	<u>4/23/24</u> Date	<u>64711 WOOD AVE Bend 97703</u> PROPERTY ADDRESS <u>64711 WOOD AVE Bend 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.35</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>

I, Robert Fish in my presence. Signature: [Redacted]

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 23rd day of April, 2024
 Notary Public for Oregon Martha Lee Gross
 My Commission Expires: 07/17/2027



NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>RON Close</u> Print Name [Redacted Signature]	<u>4.13.24</u> Date	<u>64695 Wood Ave</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.39</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
2	<u>Lauren Kelley</u> Print Name [Redacted Signature]	<u>4/13/24</u> Date	<u>64767 COOK AVE</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.26</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
3	<u>Tom Kelley</u> Print Name [Redacted Signature]	<u>4-13-24</u> Date	<u>64767 COOK AVE</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.26</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
4	<u>Jeanine Fratey</u> Print Name [Redacted Signature]	<u>4/13/24</u> Date	<u>64790 Bruce</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.39</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
5	<u>LORI M. WAHLS</u> Print Name [Redacted Signature]	<u>4-15-24</u> Date	<u>19825 5th St. SPA</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.39</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>

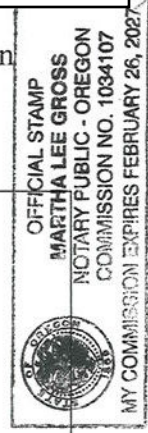
I, Robert Fish in my presence, and every person who signed this petition did so

Signature: [Redacted]

County of Deschutes State of OR
 SUBSCRIBED AND SWORN before me this 23rd day of April, 2024
 Notary Public for Oregon, Martha Lee Gross My Commission Expires: 02/26/2027

Signature: [Redacted]

(affix notary stamp)



NAME OF DISTRICT: Tumalo Basin Sewer District Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Robert Fish</u> Print Name [Redacted] Signature	<u>4-11-24</u> Date	<u>19850 2nd St Bend</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.48</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>
2 <u>Tamara Turney</u> Print Name [Redacted] Signature	<u>4/11/24</u> Date	<u>19849 2nd St</u> PROPERTY ADDRESS <u>Bend OR 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.52</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>
3 <u>JASON TURNEY</u> Print Name [Redacted] Signature	<u>4-11-24</u> Date	<u>19849 2nd St</u> PROPERTY ADDRESS <u>Bend, OR. 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.52</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>
4 <u>KURT F. LOWRIE</u> Print Name [Redacted] Signature	<u>4-11-24</u> Date	<u>64757 Cook AVE</u> PROPERTY ADDRESS <u>BEND OR 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.52</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>
5 <u>Robin Sapperton</u> Print Name [Redacted] Signature	<u>4/11/24</u> Date	<u>64757 Cook Ave</u> PROPERTY ADDRESS <u>Bend, OR 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre <u>13</u>

I, Keane Drake, certify that I calculated this petition, and every person who signed this petition did so in my presence. Signature [Redacted]

County of Deschutes State of OR
SUBSCRIBED AND SWORN before me this 3rd day of April
Notary Public for Oregon. Martha Lee Gross
Signature [Redacted]

OFFICIAL STAMP
BLANCHLEE GROSS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1094107
COMMISSION EXPIRES FEBRUARY 23, 2027

OFFICIAL STAMP
BLANCHLEE GROSS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1094107
COMMISSION EXPIRES FEBRUARY 23, 2027

My Commission Expires: 02-20-2027

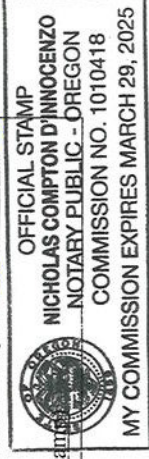
NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Shawn Varner</u> Print Name [Redacted]	<u>4/18/24</u> Date	<u>19939 Elm Ln</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 <u>Bonnie Varner</u> Print Name [Redacted]	<u>4/18/24</u> Date	<u>19939 Elm Lane</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3 <u>Bhawn Varner</u> Print Name [Redacted] Signature	<u>4/18/24</u> Date	<u>19959 Elm Lane</u> PROPERTY ADDRESS <u>19939 Elm Ln</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
4 <u>Bonnie Varner</u> Print Name [Redacted] Signature	<u>4/18/24</u> Date	<u>19959 Elm Lane</u> PROPERTY ADDRESS <u>19939 Elm Ln</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
5 <u>TIMOTHY SMITH</u> Print Name [Redacted] Signature	 Date	<u>19920 ELM LN</u> PROPERTY ADDRESS <u>19920 ELM LN</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____

I, Martha Lee Gross, certify that I circulated this petition, and every person who signed this petition did so

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 22nd day of April, 2024
 Notary Public for Oregon Nicholas Compton D'Innocenzo My Commission Expires: 3/29/2025



(affix notary stamp)

Signature

NAME OF DISTRICT: Tumalo Basin Sewer District Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Dorothy Dicks</u> Print Name [Redacted] Signature	<u>4/20/2024</u> Date	<u>19930 Elm Ln Bend OR 97703</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 <u>Ashley Rieger</u> Print Name [Redacted] Signature	<u>4/20/2024</u> Date	<u>19930 Elm Ln Bend OR 97703</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No <input checked="" type="checkbox"/> Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Martha Lee Gross certify that I circulated this petition, and every person who signed this petition did so

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 20th day of April, 2024
 Notary Public for Oregon Nicholas Compton D'Innocenzo My Commission Expires: 2/29/2025

OFFICIAL STAMP
 NICHOLAS COMPTON D'INNOCENZO
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 1010418
 MY COMMISSION EXPIRES MARCH 29, 2025

(affix notary stamp)

NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 Print Name <u>Ioni Houser</u> [Redacted] Signature	<u>4-11-24</u> Date	<u>64786 Wood Ave.</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.88</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
Print Name <u>JEFF BRANDON</u> Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre
3 Print Name <u>JEFF BRANDON</u> Signature	<u>4-11-24</u> Date	<u>64795 WOOD AVE</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.48</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
4 <u>TWILA BRANDON</u> Signature	<u>4-11-24</u> Date	<u>64795 Wood Ave</u> PROPERTY ADDRESS <u>1</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>
5 <u>Jean mufish</u> Signature	<u>4-11-24</u> Date	<u>19850 2nd St</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <u>13</u>

I, Karne Frater, certify that I circulated this petition, and every person who signed this petition did so

OFFICIAL STAMP
MARTHA LEE GROSS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1034187
MY COMMISSION EXPIRES FEBRUARY 26, 2027

02-26-2027

My Commission Expires: [Redacted] 2027


MARTHA LEE GROSS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1034187
(affix notary stamp)

County of Deschutes State of Oregon
SUBSCRIBED AND SWORN before me this 23rd day of April
Notary Public for Oregon, Martha Lee Gross
Signature [Redacted]

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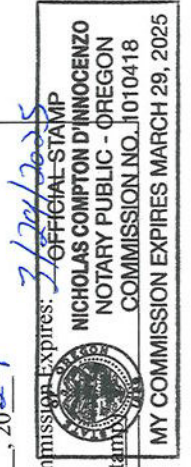
NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>Thomas C. WRIGHT</u> Print Name  Signature	<u>4-20-24</u> Date	<u>19919 Elm Lane - Bend, OR 97703</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>2.45</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
3	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	_____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Martha Lee Gross, certify that I circulated this petition, and every person who signed this petition did so

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 22nd day of April, 2024
 Notary Public for Oregon Nicholas Compton D'Innocenzo



Signature: 

NAME OF DISTRICT: Tumalo Basin Sewer District


Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>ROBERT S. FAODIS</u> Print Name [Redacted Signature]	<u>4/21/24</u> Date	<u>19914 ELM LANE BEND OR.</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 <u>Lucinda Bennett</u> Print Name [Redacted Signature]	<u>4/21/24</u> Date	<u>19914 Elm Lane Bend OR</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3 <u>Martha Lee Gross</u> Print Name [Redacted Signature]	<u>4/22/24</u> Date	<u>19933 Elm. Ln Bend, 97703</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Martha Lee Gross, certify that I circulated this petition, and every person who signed this petition did so

County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 22nd day of April, 2024
 Notary Public for Oregon Nicholas Compton D'Innocenzo My Commission Expires: 3/24/2025

OFFICIAL STAMP
 NICHOLAS COMPTON D'INNOCENZO
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 1010418
 MY COMMISSION EXPIRES MARCH 29, 2025



Signature [Redacted]

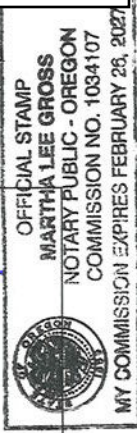
NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Mara McCloskey-Becker</u> Print Name [Redacted Signature]	<u>4.23.24</u> Date	<u>19930 Juniper Ln. Bend, OR 97103</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.38</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 Print Name Signature	 Date	 PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage <input type="checkbox"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3 Print Name Signature	 Date	 PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage <input type="checkbox"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4 Print Name Signature	 Date	 PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage <input type="checkbox"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
5 Print Name Signature	 Date	 PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage <input type="checkbox"/> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

I, Robert Fisher, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature [Redacted]

County of Deschutes State of OR day of April 2024
 SUBSCRIBED AND SWORN before me this 23rd day of April 2024
 Notary Public for Oregon Martha Lee Gross My Commission Expires: 12/26/27



(affix notary stamp)

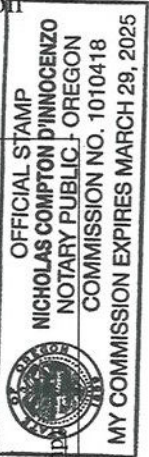
Signature [Redacted]

NAME OF DISTRICT: Tumalo Basin Sewer District Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Melissa McNally</u> Print Name [Redacted Signature]	<u>4/21/24</u> Date	<u>19909 Elm Ln Bend OR</u> PROPERTY ADDRESS <u>97703</u> <u>same</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2 <u>Daniel McNally</u> Print Name [Redacted Signature]	<u> </u> Date	<u>19909 Elm Ln Bend OR</u> PROPERTY ADDRESS <u>97703</u> <u>same</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3 <u> </u> Print Name <u> </u> Signature	<u> </u> Date	<u> </u> PROPERTY ADDRESS <u> </u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
4 <u> </u> Print Name <u> </u> Signature	<u> </u> Date	<u> </u> PROPERTY ADDRESS <u> </u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5 <u> </u> Print Name <u> </u> Signature	<u> </u> Date	<u> </u> PROPERTY ADDRESS <u> </u> RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

I, Marthalee Gross, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Redacted]

County of Washington State of Oregon
 SUBSCRIBED AND SWORN before me this 22nd day of April, 2024
 Notary Public for Oregon Nicholas Compton D'Innocenzo My Commission Expires: 3/29/2025



NAME OF DISTRICT: Tumalo Basin Sewer District

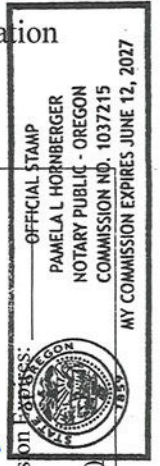
Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>SHARON DUNLEVY</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19962 JUNIPER LANE, BEND, OR 97703</u> PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.57</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2 <u>Betsy Maurer</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19940 Juniper Ln. Be</u> PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <input type="checkbox"/> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
<u>[Redacted Name]</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19940 Juniper Lane</u> PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <input type="checkbox"/> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
4 <u>Betsy Maurer</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19950 Juniper Lane</u> PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.55</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
5 <u>Betsy Maurer</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19940 Juniper Lane</u> PROPERTY ADDRESS	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.5</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

M 4/24/24 BRM

I, Martha Lee Gross certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature [Redacted]

County of OREGON State of OREGON
SUBSCRIBED AND SWORN before me this 25 day of APRIL, 2025
Notary Betsy Maurer My Commission Expires APRIL 2025



Signature [Redacted]

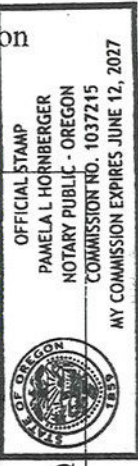
NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1	<u>SOPHIE PAEZ</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19919 FIR LN</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>0.45</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2	<u>Penny Ferguson</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19922 Fir Ln</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>0.39</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
3	<u>CHRIS TYREE</u> [Redacted Signature]	<u>4/24/24</u> Date	<u>19908 FIR LN.</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different).	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>0.36</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
4	Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different).	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____
5	Print Name Signature	Date	PROPEKTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____


I, Martha Gross, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature [Redacted]

County of Deschutes State of OREGON
 SUBSCRIBED AND SWORN before me this 25 day of APRIL, 2025
 Notary Public for Oregon Pamela L. Hornberger
 My Commission Expires: June 12, 2027



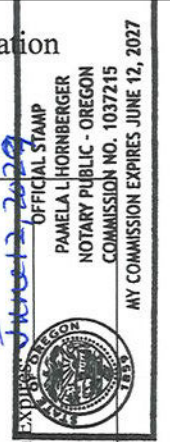
NAME OF DISTRICT: Tumalo Basin Sewer District

Formation Withdrawal Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
1 <u>Anthony Norris</u> Print Name  Signature	<u>4/25/2024</u> Date	<u>64785 Cook Ave</u> PROPERTY ADDRESS <u>19950 CONNARD Rd</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.88</u> Registered Voter Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Pre <u>13</u>
2 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre
3 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre
4 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre
5 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre

I, Robert Fish, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: 

County of DECATUR State of OREGON
 SUBSCRIBED AND SWORN before me this 29 day of April, 2024
 Notary Public for Oregon PAMELA L. HORNBERGER
 My Commission Expires JUNE 17, 2027



Attachment D

Economic Feasibility Statement

Economic Feasibility Statement

Prepared for

Tumalo Basin Sewer District

Prepared by

Parametrix

150 NW Pacific Park Lane, Suite 110

Bend, OR 97701

T. 541.508.7710 F. 1.855.542.6353

www.parametrix.com

CITATION

Economic Feasibility Statement.
Prepared by Parametrix
Bend, Oregon.
April 2024.

07/17/2024 Item #11.

Economic Feasibility Statement
Tumalo Basin Sewer District

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LIST OF EXHIBITS

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- Exhibit B - EDU Calculations for Residential & Vacant Properties
- Exhibit C - EDU Calculations for Commercial & Institutional Properties

April 2024 297-2509-012

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1. SERVICES AND FUNCTIONS OF THE PROPOSED DISTRICT

1.1 Background

The unincorporated community of Tumalo, Oregon, does not currently have a public sewer system, leaving all businesses and residents dependent upon onsite systems (septic tanks with drainfields, drill holes, or sand filters) for wastewater treatment and disposal. The increasing age of septic systems is resulting in onsite system failures and exorbitant repair/replacement costs. The high permeability of soils in Tumalo also poses environmental hazards to groundwater and the nearby Deschutes River. The area has a relatively shallow groundwater table and is within close proximity to the Deschutes River.

To further complicate matters, the area is platted with small lot sizes lacking adequate drainfield reserve area. Many lots have been denied Septic System approval by ODEQ and Deschutes County due to inadequate lot areas which limits the ability of new and existing businesses and residents to subsist in Tumalo. The downtown core area of Tumalo, which includes both commercial and residential zoned land, is not well suited for onsite wastewater disposal. Both Deschutes County and Oregon DEQ agree that for Tumalo, a community sewer is the only sound, long-term solution for wastewater collection, treatment, and disposal.

In 2022, Deschutes County commissioned the “Tumalo Wastewater System Feasibility Study”, which was completed by CONSOR. Based on the existing conditions at the time and analysis of projected future flows, CONSOR evaluated three alternatives for providing sewer to Tumalo as follows:

1. Developing a new collection system and expanding the existing Tumalo Property Owners Association (TPOA) Orenco Advantex treatment technology system.
2. Developing a new collection system and separate Orenco Advantex treatment system within the Tumalo unincorporated area.
3. Installing a new collection and pumping system which would send raw sewage from Tumalo to the future North Interceptor pipeline within the City of Bend.

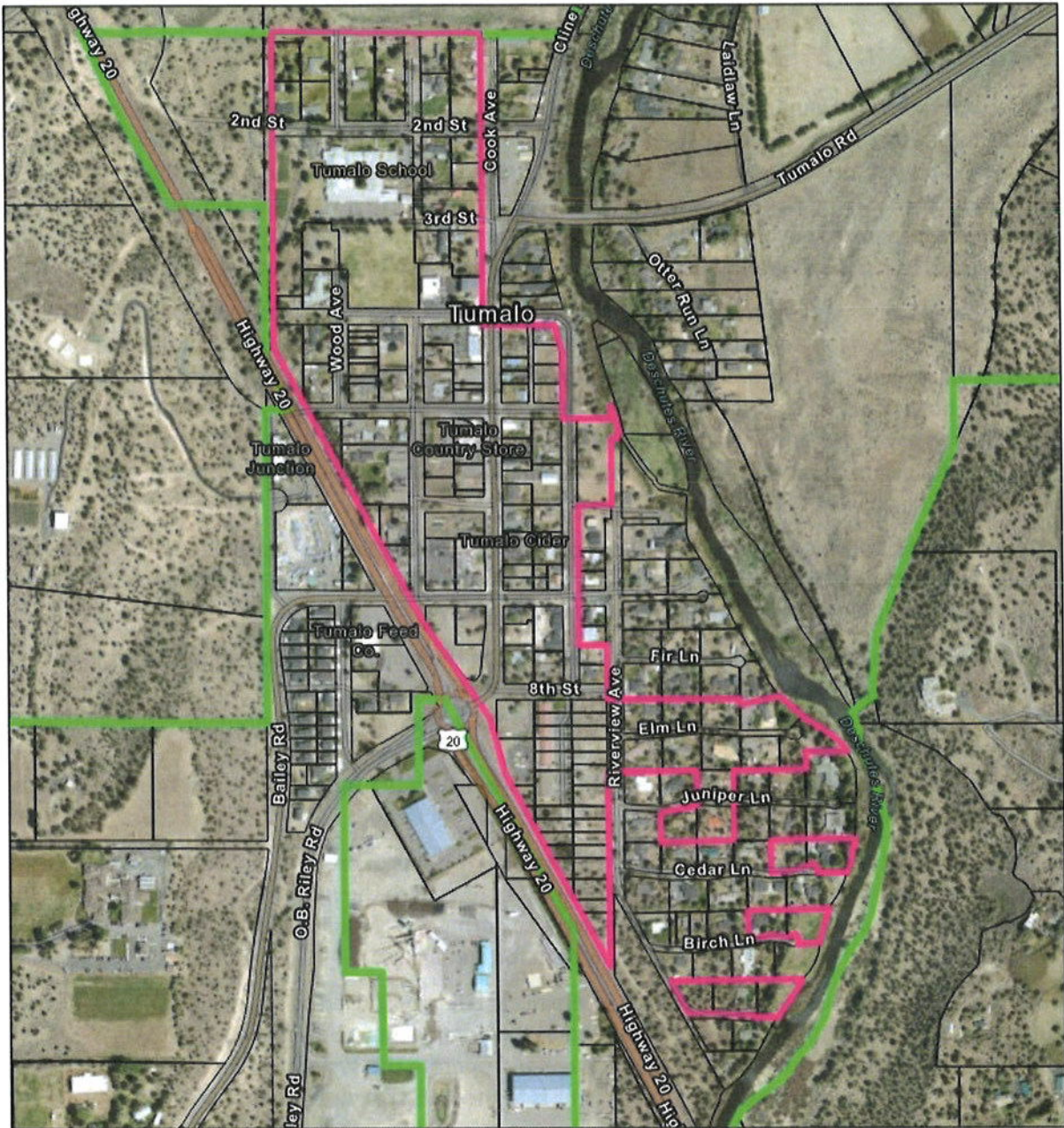
Ultimately, CONSOR recommended Alternative 3 although it is worth mentioning here that other options are available and further evaluation is warranted to ensure the most efficient and cost-effective solution for the Tumalo community. Once the District is formed, it can apply for technical assistance grants to fund planning and design of a sewer system for Tumalo.

Currently, the formation of a new special sewer district is being proposed as defined by Oregon Revised Statutes (ORS) Chapter 450 and will be referred to as the Tumalo Basin Sewer District (TBSD). If approved, the District will have authority to manage and operate the system in whatever form it takes. The purpose of this Economic Feasibility Statement is to meet the requirements of ORS 198.749.

1.2 Service Area and Phasing

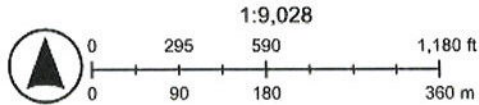
The TBSD formation committee has identified an initial service area as shown on Figure 1, which features a mixture of residential and commercially zoned properties. This initial district boundary was delineated as it is to first include the areas where there is strong support for establishment of a sewer district and system, based on feedback from community members and the understanding of the sewer committee and consultant team. Once the District is formed, additional properties can be added to the District at any time in the future through an annexation process.

PROPOSED TUMALO BASIN SEWER DISTRICT BOUNDARY



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- District Boundary
- Tumalo Unincorporated Community Boundary
- Taxlots (Deschutes Co)



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Parametrix

Figure 1. Initial Sewer District Service Area

1.3 Services and Functions Performed

The District will perform the following functions and provide the following services within its boundary:

1. Provide a long-term, sustainable sanitary sewer collection, treatment, and disposal system as an alternative to the historic use of on-site wastewater systems which will improve the public and environmental health in the community. In particular, the District will:
 - a. Apply for public technical assistance grants to fund sewer planning and design.
 - b. Retain a civil engineer to prepare construction plans, specifications, and cost estimates for construction.
 - c. Apply for public infrastructure grants and loans to fund construction of a sewer system.
 - d. Retain an owner's representative/project manager to solicit contractor bids, manage construction schedules, inspect construction, and review contractor invoices.
 - e. Obtain required construction and facility permits.
 - f. Hire contractor to construct sewer system.
 - g. Inform Tumalo customers of the schedule, costs, and technical requirements for connection to the public sewer system.
2. Manage, operate, and maintain the Tumalo community sewer system in accordance with the rules and regulations of ORS Chapter 450. In particular, the District will:
 - a. Hold District board meetings to review and discuss system revenues, expenses, issues, capital improvement plans, etc. and make formal decisions regarding the sewer system.
 - b. Bill customers for hookup fees and monthly sewer service charges, with contracted assistance from utility billing service contractors.
 - c. Operate and maintain the sewer system through proactive and reactive activities, with contracted assistance from a qualified maintenance contractor.
 - d. Maintain regulatory compliance for all infrastructure and required facility permits.

2. RELATIONSHIP TO OTHER GOVERNMENT SERVICES

There is the potential for TBSD services to overlap with existing districts and government agencies in the area. The existing entities that have potential to provide services and functions that relate to the TBSD are the City of Bend, Laidlaw Water District, and Tumalo Property Owners Association (TPOA).

2.1 City of Bend

As noted above, pumping raw sewage to the City of Bend collection system, which in-turn flows to the City's central wastewater treatment plant, is one alternative to be considered. This would require coordination between TBSD and the City of Bend to enable a viable community sewer system for Tumalo.

Additional coordination / permitting with Oregon Department of Transportation is required for this alternative. Further, an intergovernmental agreement (IGA) between the City of Bend and the proposed TBSD will be necessary to describe the terms, conditions, and costs for the City of Bend to provide wastewater treatment and disposal. A portion of District revenues from monthly sewer rates and connection fees will need to cover the expenses for wastewater treatment and disposal provided by the City of Bend under this scenario.

2.2 Laidlaw Water District

The Laidlaw Water District provides clean drinking water and fire protection to its customers in Tumalo. While there are no other overlapping services at the outset of the new sewer system operation, there is potential for administrative and billing cooperation between the two districts. At the time of this Economic Feasibility Statement, however, no coordination or agreement between the two districts is planned. The operating budget assumes that no administrative, operational, managerial, or financial services will be shared by the two districts. In accordance with ORS 450, there is a legal pathway for the Laidlaw Water District and Tumalo Basin Sewer District to form a joint water and sanitary authority via district consolidation - if both districts desire to do so and required votes and approvals are obtained.

2.3 Deschutes County

Deschutes County Environmental Health has jurisdiction over all existing on-site sewage systems and will play a part in approval for decommissioning existing systems as homes and businesses connect to a future community sewer system. In addition, Deschutes County Road Department has jurisdiction of public right of way and will need to approve any construction activities therein.

3. ECONOMIC FEASIBILITY STATEMENT

This section evaluates the economic feasibility of the proposed Tumalo Basin Sanitary District and presents a financial framework for the delivery of the services and functions described above. It is beyond the scope of this Economic Feasibility Statement to evaluate and select a preferred sewer system design alternative for the proposed Tumalo Basin Sewer District. Rather, this analysis estimates the funding capacity of the initial District at start up as well as estimated potential development within the initial District over the course of the ensuing 10-years.

3.1 Annual Operating Budget

For the proposed wastewater system to be economically feasible, it must be able to cover operating expenses and debt service with revenues from connection fees and monthly sewer rates. The main components of the annual operating budget include revenues, operational expenses, capital project costs, debt repayment, reserves, and grant funding. Each of these six components are described further in the sections that follow.

An annual operating budget (Budget) was prepared to illustrate 10-year cash flow projections based on different levels of grant funding, sewer rates, and SDCs. This operating budget assumes a combination of loan and grant funding for an assumed \$5 million sewer system project. By securing more grant funding, the District can minimize its debt burden and the reimbursement fee component of SDC charges, which would translate to more affordable monthly rates and SDCs for its customers, respectively.

In this 10-year operating budget, it is assumed that project funding would occur in 2026, construction would occur in 2027, and customer connections would begin upon system startup in 2028. Figure 2 below illustrates how debt service and O&M expenses could be covered by operating revenues within the Budget. The initial years are the most financially critical for new Districts when debt payments are due and revenues sources are being established. Over the years, revenues and operating costs are expected to increase as more equivalent dwelling units (EDUs) connect to the system, while annual debt service decreases slightly year-over-year as loan principal and related annual loan fees are reduced.

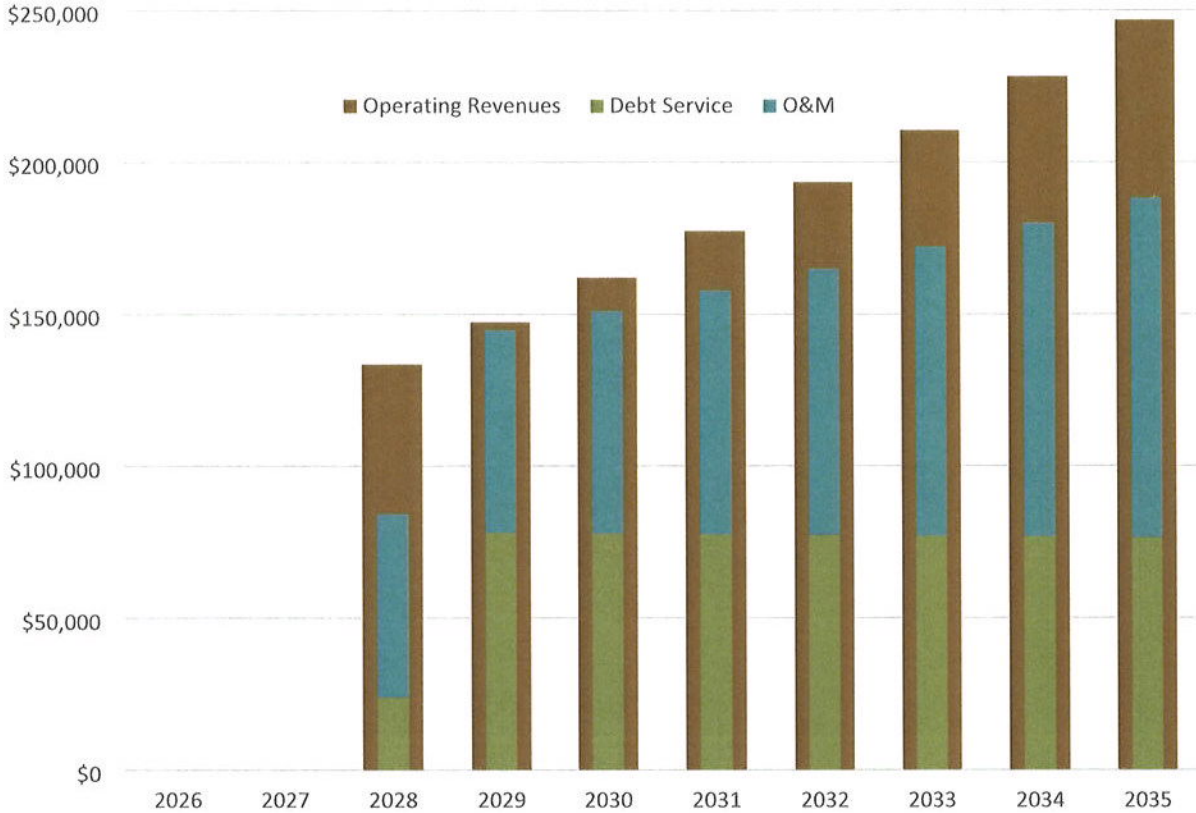


Figure 2. Annual Operating Budget Graph

At startup, 139 EDUs are anticipated to connect to the collection system. EDUs are assumed to increase by approximately 10 each year within the initial district boundary for the next 10-years. Sewer rates are projected to increase 3% per year to adjust for the inflation of the cost to provide services. Anticipated operating revenue is based on the monthly rates and number of EDUs connected to the sewer system.

As a new wastewater system there are no existing revenue streams and customer participation in the system will start small and increase over time. Consequently, a relatively high level of grant funding will likely be necessary to establish this new system with rates and fees that are affordable to Tumalo customers. Please see Section 3.7 for a summary of public infrastructure funding programs that Tumalo may be eligible for.

Table 1. Annual Operating Budget

Year	(funding) 2026	(construction) 2027	(startup) 2028	2029	2030	2031	2032	2033	2034	2035
Cost index (3% cost inflation annual average)			1.00	1.03	1.06	1.09	1.13	1.16	1.19	1.23
EDUs			139	149	159	169	179	189	199	209
Monthly Rate per EDU ¹			\$80.00	\$82.40	\$84.87	\$87.42	\$90.04	\$92.74	\$95.52	\$98.39
Beginning Balance	\$ -	\$ 5,100,000	\$ 100,000	\$ 141,137	\$ 146,173	\$ 161,933	\$ 188,900	\$ 227,581	\$ 278,498	\$ 342,199
Operating Revenues										
Charges for Services	-	-	133,440	147,331	161,936	177,284	193,407	210,339	228,112	246,762
Total Operating Revenues	\$ -	\$ -	\$ 133,440	\$ 147,331	\$ 161,936	\$ 177,284	\$ 193,407	\$ 210,339	\$ 228,112	\$ 246,762
Operation, Maintenance & Replacement Expenses										
Personal Services ²	-	-	11,676	12,891	14,169	15,512	16,923	18,405	19,960	21,592
Materials & Services ³	-	-	48,650	53,715	59,039	64,635	70,513	76,686	83,166	89,965
Total OM&R	\$ -	\$ -	\$ 60,326	\$ 66,606	\$ 73,208	\$ 80,147	\$ 87,436	\$ 95,091	\$ 103,126	\$ 111,557
(Average Annual OM&R Expense per EDU)			\$434	\$447	\$460	\$474	\$488	\$503	\$518	\$534
Debt Service										
Net Revenue Avail. For Debt Service	-	-	73,114	80,725	88,727	97,137	105,971	115,248	124,986	135,205
Debt Service (CWSRF Loan) ⁴	-	-	23,978	78,088	77,840	77,587	77,332	77,073	76,810	76,543
Total Debt Service	\$ -	\$ -	\$ 23,978	\$ 78,088	\$ 77,840	\$ 77,587	\$ 77,332	\$ 77,073	\$ 76,810	\$ 76,543
Other Activities										
Cash Available After Debt Service	\$ -	\$ -	\$ 49,137	\$ 2,637	\$ 10,888	\$ 19,549	\$ 28,639	\$ 38,176	\$ 48,177	\$ 58,662
Loan Proceeds/Drawdowns	1,800,000		0	0	0	0	0	0	0	0
Capital Outlay	0	(5,000,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Loan Payoff ⁵	0	0	(1,100,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)	(60,000)
Grant ⁶			0	0	0	0	0	0	0	0
SDC revenue	3,300,000	0	0	0	0	0	0	0	0	0
		66% Tot. Cost								
	\$ 8,000 /EDU									
Net Other Activity	\$5,100,000	\$ (5,000,000)	\$ (8,000)	\$ 2,400	\$ 4,872	\$ 7,418	\$ 10,041	\$ 12,742	\$ 15,524	\$ 18,390
Ending Fund Balance	\$5,100,000	\$ 100,000	\$ 141,137	\$ 146,173	\$ 161,933	\$ 188,900	\$ 227,581	\$ 278,498	\$ 342,199	\$ 419,251
Debt Service Coverage			3.05	1.03	1.14	1.25	1.37	1.50	1.63	1.77

Notes:

- Monthly rate as % of median household income: 1.54%
- Assuming annual cost of \$84 per EDU for District personal services such as billing, accounting, administration, etc.
- Assuming annual cost of \$350 per EDU for sewer system maintenance by licensed contractor, adjusted annually with cost index to account for inflation.
- Based on 30 year loan term and 1.39% interest rate and including 0.50% annual fee (DEQ rates effective 4/1/2024 through 6/30/2024, Small Communities Below Statewide MHI)
- SDC revenues are applied to CWSRF loan principal to minimize annual debt service and monthly rates - \$1.1 Million in 2028 and \$60,000 per year thereafter.
- Assumed grant funding includes CWSRF principal forgiveness (up to \$2M) and other grant sources such as congressional funding.

3.2 Revenues

Equivalent Dwelling Unit (EDU) estimates were prepared to approximate the existing sewer customer base within the proposed District Boundary. Properties were categorized as Residential, Vacant Residential, Commercial, and Institutional, based on their zoning and development status.

Please see Exhibit A for a map of the proposed District and references to each property included in the EDU estimate tables shown in Exhibit B (Residential & Vacant EDUs) and Exhibit C (Commercial & Institutional EDUs).

Table 2 below summarizes the existing, additional, and full-buildout EDUs for each category. In the initial service area, there are approximately 50 existing residential dwellings and 22 existing commercial / institutional users. Based on various design standards (primarily City of Bend), there are 50 existing residential EDUs and approximately 89 existing commercial / institutional EDUs. The total of existing residential and commercial / institutional EDUs is estimated to be approximately 139 EDU in the initial service area. At build-out within the initial District area, it is estimated that there will be a total of approximately 174 residential and 116 commercial / institutional EDU for a total of 290 EDU.

Table 2. EDU Estimate Summary Table

Category	Existing EDUs	Additional EDUs	Full Buildout EDUs
Residential	50	124	174
Commercial	56	25	81
Institutional	33	2	35
Subtotals	139	151	290

By definition, each residential dwelling is counted as one EDU. The quantity of EDUs associated with commercial and other users is estimated using City of Bend, Oregon DEQ, and other pertinent flow estimation standards, based on the current use at each property/establishment. Additional Residential EDU estimates assume that 1 EDU could be added to each 2,500 square-foot vacant lot or vacant portion of residential lots. Additional Commercial and Institutional EDU estimates assume that each acre of undeveloped commercial land that is developed in the future would produce 427 gal/day and that 1 EDU is represented by 130 gal/day of sewer flow (per City of Bend Stds & Specs Table 4-1).

For the purposes of this study, it was assumed that small businesses under common ownership with average flows equal to or less than that of an average residence would be charged system development charges (SDCs) and monthly rates rounded up to one EDU. Larger businesses under common ownership with average flows greater than that of an average residence will be charged SDCs and monthly rates accordingly, rounded up to the nearest whole number and ranging from 2 EDUs or more, depending on the use classification and size of facility. The District may consider alternate methods for calculating commercial EDUs, such as water meter size (for simplicity) or septic system design flows (for more direct correlation to wastewater generation). However, it is important that any alternate EDU calculation method result in sufficient annual operating revenues and SDC revenues to cover operating expenses and capital costs, respectively.

According to the U.S. Environmental Protection Agency, if the annual sewer service cost per household is less than 1.0 percent of the median household income (MHI), it is assumed that the project is not

expected to impose a substantial economic hardship on households. If the average annual sewer service cost per household exceeds 2.0 percent of median household income, then the project may place an unreasonable financial burden on many of the households within the community. When the ratio falls between these values, communities are expected to incur mid-range impacts and a secondary test is often performed that includes debt indicators, socioeconomic indicators, and financial management indicators. Various state and national funding agencies have adopted an affordability threshold that falls within this range.

According to the 2020 American Community Survey (U.S. Census Bureau Table S1901), the MHI for the Tumalo Census-Designated Place is \$62,379, although the boundary roughly matches the unincorporated community boundary, the proposed district is focused in the core area of commercial and residential properties. Even so, it is considered a reasonable representation of demographics for the purposes of this study. See Figure 3 below.

Based on the affordability thresholds described above, a 1 to 2 percent annual sewer service cost as a percentage of Tumalo MHI would correlate to a monthly sewer service cost between \$52 and \$104 (per residential service, or one EDU). Therefore, sewer rates should be set within this range to be affordable to ratepayers while also being sufficient to result in a DSCR greater than one for debt repayment.



Figure 3. Summary of 2020 Census Data for the Tumalo CDP

Source: US Census Data Website (Source Tables in Blue), https://data.census.gov/profile/Tumalo_CDP,_Oregon?g=160XX00US4175050

A monthly rate of \$80/EDU was assumed for the purposes of this Economic Feasibility Statement. This monthly rate is comparable to other regional communities and translates to an annual cost per household of \$960, which represents 1.54 percent of the median household income in Tumalo (\$62,379 per 2020 U.S. Census Data). Estimated annual revenues with 139 EDUs each paying \$80/month are calculated as follows:

$$139 \text{ EDU} \times \$80/\text{EDU}/\text{month} = \$11,120 / \text{month} = \$133,440 / \text{year}$$

When the District is formed and moves forward with the design and construction of an initial wastewater collection and treatment system project, an SDC will need to be established to help cover costs for this project and allocate funding for past and future capital projects. A detailed SDC analysis is beyond the scope of this preliminary engineering report. An official SDC study will be performed in the future when actual costs, funding sources, full buildout EDUs, etc. are better understood. An SDC fee of \$8,000/EDU was assumed for the purposes of this Economic Feasibility Statement. Initial revenues from SDC fees is calculated as follows:

$$139 \text{ EDU} \times \$8,000/\text{EDU} = \$1,112,000$$

The Budget models 10 new EDUs being connected to the sewer system per year, as well as 3% annual increases to sewer rates and SDC fees to keep up with the inflation of costs for district operations, system maintenance, and future system expansion.

3.3 Operational Expenses

Operational expenses shown in the Budget are broken up into two categories:

- Personal Services** – This includes utility billing services, personnel costs, administrative costs, accounting, legal fees, interest, utilities, office supplies, printing, and professional services among other tasks. An estimate of \$84/EDU/year was used to budget funds for these personal services, with 3% annual increases to account for inflation. Because of the small scale of the district area at startup, contracting with the Laidlaw Water District or a third-party billing and customer call center service may be cost-effective option for the District to provide these services. This results in a budgeted annual personal services expense of \$11,676 assuming 139 EDUs at startup in 2028.

Materials and Services – This includes sewer system preventative maintenance and reactive maintenance of the sewer collection and treatment system. An annual cost of \$350 per EDU is assumed for sewer system maintenance by licensed contractor, with 3% annual increases to account for inflation. This results in a budgeted annual materials/services expense of \$48,650 assuming 139 EDUs at startup in 2028.

3.4 Capital Project Costs

For the purposes of financial modeling for this Economic Feasibility Statement, a sewer system construction project cost of \$5 million has been assumed in the Budget. Table 3 below provides a hypothetical breakdown of this assumed \$5 million project cost.

Table 3. Project Cost Breakdown

Construction	Estimated Cost
Sewer Collection System	\$1,800,000
Service Connections	\$347,500
Treatment System	\$1,423,929
Construction Subtotal:	\$3,571,429
Contingency (20%):	\$714,286
Survey & Engineering (10%):	\$357,143
Construction & Funding Administration (5%):	\$178,571
Legal & Permitting (5%):	\$178,571
Estimated Project Total:	\$5,000,000

This discrete dollar figure for capital costs was used for the purposes of this economic feasibility statement. However, the actual project costs are likely to range from \$3.5 million to \$7.5 million, based on Class IV cost estimating standards (-30% to +50%). It must be recognized that opinions of probable cost are preliminary and based on the level of planning presented in this study. Due to the nature of fluctuating economic conditions, the competitive bidding process, the preliminary nature of this planning document, and other unpredictable conditions, actual total project costs may vary from

estimate presented here. As the project moves forward with design and detailed cost estimates, it will be necessary to update the costs and operating budget accordingly.

3.5 Debt Repayment

The Budget assumes that a \$1.8 million infrastructure loan would be taken with a 30-year term, 1.39% interest rate, and a 0.5% annual fee based on the principal balance. These loan terms and rates are typical of Clean Water State Revolving Fund loans for design or construction in small communities below the statewide MHI, as published on the DEQ website for the period of April 1 through June 30, 2024. According to the 2020 American Community Survey (U.S. Census Bureau Table S1901), the MHI for the Tumalo Census-Designated Place is \$62,379 and the statewide Oregon MHI was reported to be \$76,632.

Based on these loan assumptions the maximum annual debt service is calculated to be \$78,088 in 2029. Debt service in 2028 is much lower, because only interest payments are typically due within the first 12 months following project completion (for CWSRF loans). For this program, borrowers begin repayment six months to one year after project completion, based on an amortization schedule provided by DEQ. The annual debt service can be reduced by applying SDC revenues toward loan principal paydown. The Budget assumes that SDC revenues are applied the CWSRF loan principal balance in the amount of \$1.1 million in 2028, followed by \$60,000 per year thereafter.

Public infrastructure lending agencies, such as Business Oregon, generally require utilities to set user rates sufficient to generate net revenues (operating revenues minus operating expenses) in excess of annual debt service to provide some level of funding contingency. This is referred to as “debt service coverage”. The debt service coverage ratio (DSCR) is the ratio of net revenue available (after covering operating expenses) to the debt service. Lending agencies require the DSCR to be at least 1.00 in all years budgeted.

The proposed Budget maintains a DSCR ratio of 1.03 or better for all years. In 2029, DSCR is at its lowest (1.03) when full amortized loan payments begin (including principal, interest, fees) and the system is only in the second year of being operational and connecting customers. However, in the following years, the DSCR ratio increases each year as additional connections increase revenues and debt service decreases as principal is paid down.

3.6 Reserves

An additional \$100,000 is allocated in the long-term loan amount for the purpose of establishing a debt service reserve. A debt service reserve is an amount specifically set aside to cover debt payments in the event of a disruption of cashflows to the extent that debt cannot be serviced. This debt service reserve is a key component of a project finance model and is usually required by lenders.

This \$100,000 reserve is 5.56% of the \$1.8 million assumed loan principal and roughly 1.28 times greater than the \$78,088 (maximum) annual debt service obligation. With this initial debt service reserve allocation, the end fund balance is kept at or above \$100,000 for all years.

Additionally, \$20,000 is set aside per year as capital outlay toward the future replacement of short-lived infrastructure assets, such as manholes, valves, and wastewater treatment components.

3.7 Public Infrastructure Funding Programs

To establish a financially viable sewer district and sewer system in Tumalo with affordable sewer rates and SDC fees, it will be critical to secure low-interest loans and a high percentage of grant funding.

Business Oregon facilitates One-Stop meetings to quickly and efficiently identify infrastructure funding solutions for communities. Funding partners such as USDA-RD and DEQ are also included in One-Stop meetings. Once the District is formed, it can schedule a One-Stop meeting with the IFA and attend with the board members, consultants, partner agency staff, and this document.

After the One-Stop meeting, the District will be invited to submit funding applications to the funding programs identified by agencies as most suitable for the proposed project. Most likely, financing will come from a combination of sources. The Budget assumes \$3.3 million in grant funding can be obtained for the sewer system project, including a combination of principal forgiveness (up to \$2M) and other grant sources. Below is a summary of potential grant and loan funding resources available for wastewater infrastructure projects.

Oregon Department of Environmental Quality (DEQ)

DEQ provides water/wastewater funding options through the Clean Water State Revolving Fund. This program has seen an influx of federal funding resulting from passage of the \$1.2 trillion Infrastructure Investment and Jobs Act in 2021, which included \$55 billion for water and wastewater infrastructure projects across the country. The program provides low-cost loans to public agencies for the planning, design, or construction of various projects that prevent or mitigate water pollution. DEQ partners with Oregon communities to implement projects that attain and maintain water quality standards and are necessary to protect recreation, fish habitat, drinking water, and other beneficial uses. A wastewater treatment facility is an eligible project under this program. These loans are offered with 5- to 30-year terms and annual interest rates ranging from 0.60 percent to 2.31 percent. As with the other funding agencies, reduced interest rates may be available depending on the income levels in the project area. Projects that meet affordability and green/sustainability criteria are eligible for up to \$2 million in principal forgiveness.

Oregon Business Development Department – Infrastructure Finance Authority (OBDD-IFA)

Community Development Block Grant (CDBG) funding is administered through OBDD-IFA. Federal CDBG program rules limit program assistance to activities that are necessary to benefit current residents in a primarily permanent-resident area. The program also requires meeting the federal objective of serving low- and moderate-income persons. This means that the service area of the system must serve an area where more than 51 percent of the permanent residents are low- and moderate-income persons now and into the future. With the available census data, it is uncertain whether incomes in the Tumalo service area will meet this requirement. “Low income” means income equal to or less than 50 percent of the area median (adjusted by family size). “Moderate income” means income equal to or less than 80 percent of the area median (adjusted by family size).

Applicable income limits are determined by the U.S. Department of Housing and Urban Development on an annual basis for all Oregon counties and metropolitan statistical areas. Because the Tumalo area is unincorporated, there is limited data available to determine the median income in the area. For the District to be able to apply for CDBG funding, an income study will be required by the funding agencies to determine the community’s income level. The maximum grant available through the program is \$2,500,000 (for the category, Public Works Water and Wastewater Improvements).

OBDD-IFA is also responsible for administering the Special Public Works Fund Program, which is funded by capital from the Oregon Lottery. Loan funds are normally available through this program to be used by cities and counties for public utility improvements, and the program also offers grant funds once loan capacity limits are met. The maximum grant is typically \$500,000, and the maximum loan is typically \$10 million. Grants cannot be more than 85 percent of the total project cost. Funds can be made

available for the purpose of improving public facilities so the service provider can serve additional commercial and industrial businesses.

Eligibility for these funds is tied very closely to the need for economic growth and the creation of new jobs or retention of jobs. Grant funds are typically limited to \$5,000 per job that is retained or created. Depending on the capability of the District to demonstrate the creation of new family-wage jobs or the retention of existing jobs, this funding program may be a possible option for the District.

OBDD-IFA offers low-interest loan options through the Water/Wastewater Financing Program. The loan program funds the design and construction of public infrastructure needed to ensure compliance with the Safe Drinking Water Act or the Clean Water Act. In order to be eligible for funding, a system must have received, or be likely to receive, a Notice of Non-Compliance by the appropriate regulatory agency. The maximum loan term is 25 years, and the maximum loan is \$10 million. Grants of up to \$750,000 may be awarded based upon a financial review and must be matched 1:1 with a loan from the program. A median household income survey is required for this program to determine what the required affordability rate is and any potential for grant assistance.

U.S. Department of Agriculture – Rural Development (USDA-RD)

USDA-RD offers affordable funding to develop essential community facilities in rural areas. It offers direct loan options with terms up to 40 years at annual interest rates at and below market rates. Grant assistance is also provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. An income study of the project area would determine how much of the project would be eligible for grant assistance.

Congressional Funding Requests

In the realm of infrastructure funding, Senators and House Representatives play important roles in securing grants for sewer projects. Each year, members of congress review requests for financial assistance with projects that benefit the communities they represent. The Senate Appropriations Committee accepts requests from Senators for community-initiated projects (CIPs). In the House of Representatives, the equivalent process is known as Community Project Funding (CPF). Local governments and nonprofit entities can seek one-time grant funding for specific community projects.

Oregon's senators currently are Jeff Merkley and Ron Wyden. Tumalo is represented by Oregon's 5th House District, which is currently held by Rep. Lori Chavez-DeRemer. These members of congress have secured millions of dollars in CIP & CPF funding for sewer projects in Oregon, including the North Santiam Sewer Project, Redmond Wetland Complex Plant Interceptor, and many others. The recently formed Terrebonne Sanitary District has requested and is hopeful to receive \$2.5 million in CIP and CPF funding for construction of a new wastewater collection system.

In summary, Senators and House Representatives actively engage in securing funding for essential sewer projects, fostering cleaner water, healthier communities, and sustainable development.

3.8 Summary

The need for a public wastewater system in the commercial and residential core of the Tumalo area is well established. The economic, public safety, and environmental health risks with continued use of onsite wastewater disposal systems are serious. Installation of a public sewer system would help businesses operate reliably and would facilitate development of new housing, jobs, and commerce in the community.

The key to selecting and implementing wastewater system improvements is the District's ability to acquire low-interest loan funding and grant funds. This will be critically important to keep SDCs and

monthly user rates affordable. After years of determination and collaboration, recently formed Districts such as the Crescent Sanitary District and Terrebonne Sanitary District, have successfully secured public infrastructure funding for their projects. Given the risks of onsite wastewater systems polluting the Deschutes River and the relatively low median household income in Tumalo (compared to Oregon statewide average), the District should be well-positioned to receive public infrastructure funding.

In addition, the District will need to secure a high level of customer participation in the initial service area in order to secure loan funding, generate sufficient operating revenues, and cover operating expenses including debt service. Expanding the District Boundary via annexation could enable more customers to connect to the system. This would increase District revenues but may also require additional capital to extend sewer mains to serve additional customers.

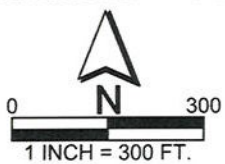
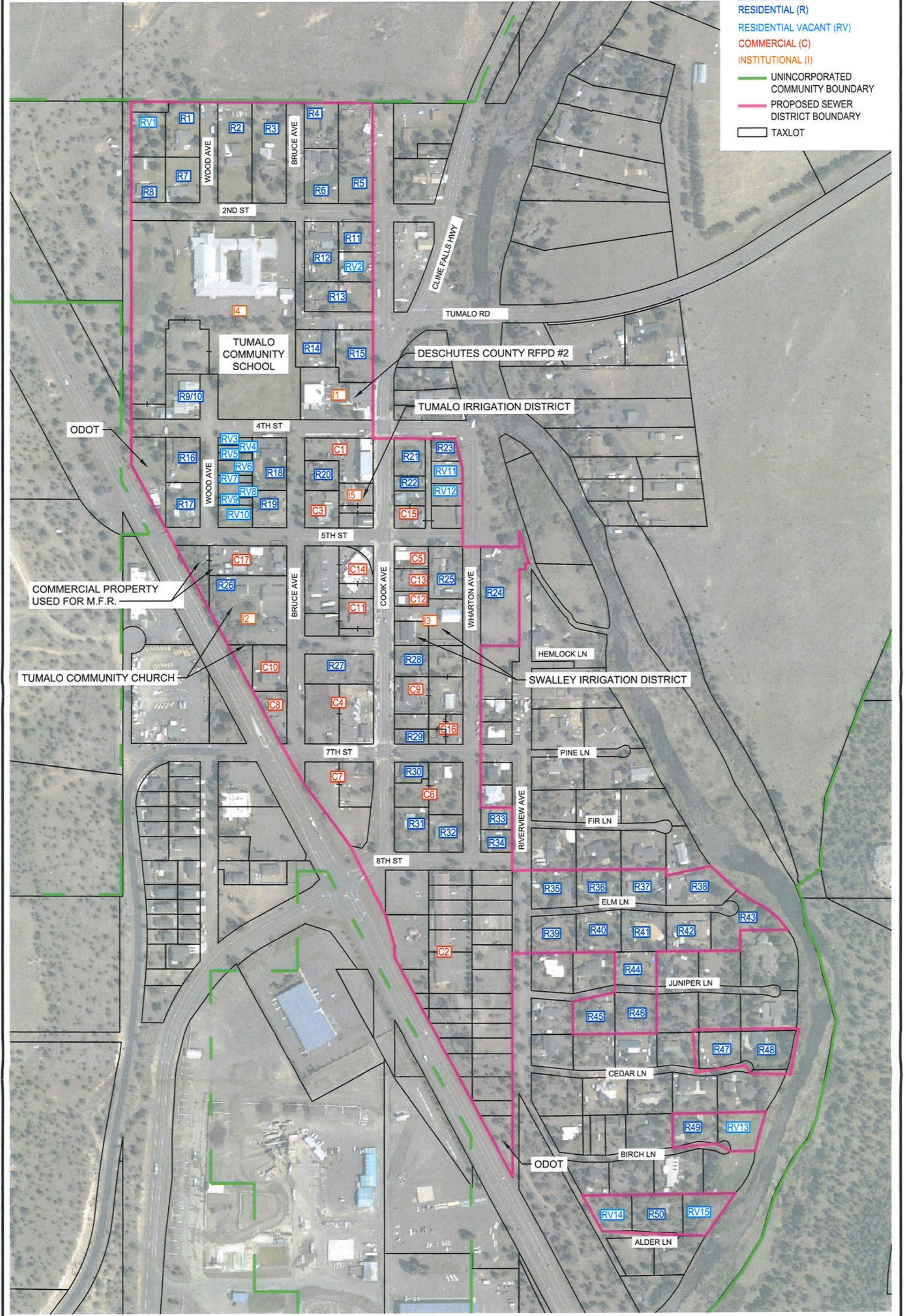
While there are many details to refine further in the future, forming a District is the first step. Once the District is formed, it can pursue technical assistance grants to fund sewer planning and design. With a sewer system design and cost estimate, the District could then apply for public infrastructure funding to fund construction. With each of these steps, the financial details of the District will come into focus.

This Economic Feasibility Analysis presents a financial framework in which it may be feasible for the Tumalo Basin Sewer District to construct, operate, and maintain a public sewer system.

EXHIBIT A

LEGEND

- RESIDENTIAL (R)
- RESIDENTIAL VACANT (RV)
- COMMERCIAL (C)
- INSTITUTIONAL (I)
- UNINCORPORATED COMMUNITY BOUNDARY
- PROPOSED SEWER DISTRICT BOUNDARY
- TAXLOT



TUMALO BASIN SEWER DISTRICT EDU INVENTORY MAP

EXHIBIT B

Existing EDU Estimate - Residential			
Property ID	Address	Owner	Exist EDU Estimate
R1	64795 Wood Ave.	Brandon	1
R2	64786 Wood Ave.	Houser	1
R3	19838 2nd St.	Millard	1
R4	64970 Bruce Ave.	Fraley	1
R5	64785 Cook Ave.	Norris	1
R6	19850 2nd St.	Fish	1
R7	19816 2nd St.	Wilson	1
R8	19806 2nd St.	Gummus Family Trust	1
R9/10	64711 Wood Ave.	Peer Revocable Trust	2
R11	64767 Cook Ave.	Kelley	1
R12	19849 2nd St.	Turney	1
R13	64757 Cook Ave.	Lowrie & Sappington	1
R14	19849 3rd St.	Kelley Family Trust	1
R15	64741 Cook Ave.	Buck	1
R16	64699 Wood Ave.	Minkoff	1
R17	64695 Wood Ave.	Close	1
R18	19835 4th St.	Greenlee Holdings, LLC	1
R19	19830 5th St.	3Finger Jerry Holdings, LLC	1
R20	64704 Bruce Ave.	Kosman	1
R21	64712 Cook Ave.	Adams	1
R22	64706 Cook Ave.	Knowles	1
R23	64725 Wharton Ave.	Tuller	1
R24	64680 Wharton Ave.	Kelley Family Trust	1
R25	64685 Wharton Ave.	Knox	1
R26	64671 Bruce Ave.	Tumalo Community Church	1
R27	64659 Cook Ave.	Galveston Partners, LLC	1
R28	64660 Cook Ave.	CQC Ventures, LLC	1
R29	64644 Cook Ave.	Hittle & Jordan	1
R30	19877 7th St.	Heart of Tumalo, LLC	1
R31	19860 8th St.	BJ, LLC	1
R32	19882 8th St.	Toler	1
R33	64622 Wharton Ave.	Lichtenberg	1
R34	19894 8th Street	Jackson	1
R35	19910 Elm Ln.	Faddis	1
R36	19920 Elm Ln.	Smith	1
R37	19930 Elm Ln.	Brady, Et al	1
R38	19944 Elm Ln.	Hittle & Jordan	1
R39	19951 Elm Ln.	Varner	1
R40	19939 Elm Ln.	Varner	1
R41	19933 Elm Ln.	Gross	1
R42	19919 Elm Ln.	Wright	1
R43	19909 Elm Ln.	McNally	1
R44	19930 Juniper Ln.	Becker & McCloskey-Becker	1
R45	19915 Juniper Ln.	Lillis	1
R46	19925 Juniper Ln.	Coler	1
R47	19950 Cedar Ln.	Lillis	1
R48	19960 Cedar Ln.	Lillis	1
R49	19944 Birch	Davidson	1
R50	19934 Alder Ln.	Leis and Thesing	1
Existing Residential Total EDU Estimate			50

Potential Additional EDU Estimate - Residential			
Property ID	Address	Owner	Add'l EDU Estimate
R1	64795 Wood Ave.	Brandon	2
R2	64786 Wood Ave.	Houser	5
R3	19838 2nd St.	Millard	4
R4	64970 Bruce Ave.	Fraley	3
R5	64785 Cook Ave.	Norris	8
R6	19850 2nd St.	Fish	2
R7	19816 2nd St.	Wilson	2
R8	19806 2nd St.	Gummus Family Trust	-
R9/10	64711 Wood Ave.	Peer Revocable Trust	-
R11	64767 Cook Ave.	Kelley	2
R12	19849 2nd St.	Turney	3
R13	64757 Cook Ave.	Lowrie & Sappington	5
R14	19849 3rd St.	Kelley Family Trust	2
R15	64741 Cook Ave.	Buck	4
R16	64699 Wood Ave.	Minkoff	1
R17	64695 Wood Ave.	Close	1
R18	19835 4th St.	Greenlee Holdings, LLC	3
R19	19830 5th St.	3Finger Jerry Holdings, LLC	1
R20	64704 Bruce Ave.	Kosman	2
R21	64712 Cook Ave.	Adams	3
R22	64706 Cook Ave.	Knowles	-
R23	64725 Wharton Ave.	Tuller	1
R24	64680 Wharton Ave.	Kelley Family Trust	7
R25	64685 Wharton Ave.	Knox	3
R26	64671 Bruce Ave.	Tumalo Community Church	-
R27	64659 Cook Ave.	Galveston Partners, LLC	4
R28	64660 Cook Ave.	CQC Ventures, LLC	2
R29	64644 Cook Ave.	Hittle & Jordan	-
R30	19877 7th St.	Heart of Tumalo, LLC	-
R31	19860 8th St.	BJ, LLC	2
R32	19882 8th St.	Toler	1
R33	64622 Wharton Ave.	Lichtenberg	-
R34	19894 8th Street	Jackson	-
R35	19910 Elm Ln.	Faddis	2
R36	19920 Elm Ln.	Smith	1
R37	19930 Elm Ln.	Brady, Et al	1
R38	19944 Elm Ln.	Hittle & Jordan	1
R39	19951 Elm Ln.	Varner	1
R40	19939 Elm Ln.	Varner	1
R41	19933 Elm Ln.	Gross	1
R42	19919 Elm Ln.	Wright	1
R43	19909 Elm Ln.	McNally	1
R44	19930 Juniper Ln.	Becker & McCloskey-Becker	1
R45	19915 Juniper Ln.	Lillis	1
R46	19925 Juniper Ln.	Coler	1
R47	19950 Cedar Ln.	Lillis	3
R48	19960 Cedar Ln.	Lillis	-
R49	19944 Birch	Davidson	1
R50	19934 Alder Ln.	Leis and Thesing	1
Additional Residential Sub-Total EDU Estimate			91

Potential Additional Units on Existing Vacant Lots			
Property ID	Address	Owner	EDU Estimate
RV1	No Situs	Gummus Family Trust	4
RV2	64761 Cook Ave.	Kelley	3
RV3	No Situs - Wood Ave.	Cronin Mgt Company	1
RV4	No Situs - Wood Ave.		1
RV5	No Situs - Wood Ave.		1
RV6	No Situs - Wood Ave.		2
RV7	No Situs - Wood Ave.		1
RV8	No Situs - Wood Ave.		2
RV9	No Situs - Wood Ave.		1
RV10	No Situs - Wood Ave.		3Finger Jerry Holdings
RV11	64707 Wharton Ave.	Overstreet	3
RV12	No Situs - Wharton Ave.	Galveston Partners, LLC	3
RV13	19952 Birch Ln.	Davidson	3
RV14	No Situs - Alder Ln.	Thesing & Leis	3
RV15	No Situs - Alder Ln.	Thesing & Leis	2
Additional Residential Sub-Total EDU Estimate			33

Additional Residential Total EDU Estimate	124
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Residential Total EDU Estimate	174
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EXHIBIT C

Property ID	Address	Owner	Business	Quantity	Units	Use	Existing EDU Estimate	Sum this Property	Sum this Property Rounded up	Quantity	Units	Use	Add'l EDU Estimate	Sum this Property Rounded up
C1	19855 4TH ST	THING 1 LLC	Existing Tumalo Coffee House/Retail/Office	2,000	SF	Restaurant	3.3	6.6	7					
				5,000	SF	Retail	1.8							
				3,000	SF	Office	1.5							
C2	19855 8TH ST	J'S 4 LLC ET AL	Existing Food carts and Beyond the Ranch Antiques	15,000	SF	Retail	4.3	5.9	6	4.50	Acre	General Commercial	14.8	15
				5	Each	Food Cart	1.7							
C3	19850 5th St	Warbington Family Trust	Tumalo Animal Hospital	2,200	SF	Veteranarian Clinic	2.2	2.2	3					
C4	19860 7TH ST	Tap Yard LLC	The Bite: Bar and 6 food carts	1,140	SF	Bar	1.9	4.2	5					
				6	Each	Food Cart	2.3							
C5	19879 5TH ST	CARSON, GRANT	Tumalo Wellness Physical Therapy	1,600	SF	Medical Clinic	1.6	1.6	2					
C6	19885 7TH ST	Heritage Brand Development, LLC	Heritage Brand Retail Clothing / Accessories	1,560	SF	Retail	1.0	4.8	5					
				4,100	SF	Office	2.1							
				3,700	SF	Manufacturing	1.7							
C7	64625 COOK AVE	Shari Cook Trust	Round Tree Lodge Pole Products - Fence posts	1	Each	Assume 1 EDU	1.0	1.0	1	1.10	Acre	General Commercial	3.6	4
C8	64653 BRUCE AVE	Murphy Bond LLC	Tumalo Perk Coffee Hut and Office	900	SF	Office	0.5	0.8	1	0.27	Acre	General Commercial	0.9	1
				1	Each	Cart	0.4							
C9	64654 COOK AVE	CIDER HOUSE RULES LLC	Tumalo Cider Company	480	SF	Bar	0.8	4.5	5					
				1,935	SF	Warehouse	0.9							
				1,935	SF	Manufacturing	0.9							
				1,829	SF	Office	0.9							
				480	SF	Retail	1.0							
C10	64661 BRUCE AVE	NIPPERT, CHRISTOPHER ET AL	Two Office Buildings	1,200	SF	Office	0.6	0.6	1	0.40	Acre	General Commercial	1.3	2
C11	64677 COOK AVE	James Huggins	Former El Caporal Restaurant	1,500	SF	Restaurant	2.5	2.5	3	0.26	Acre	General Commercial	0.9	1
C12	64678 COOK AVE	Sic Parvis Magna LLC	Farmer John's Produce	1,200	SF	Retail	1.0	1.0	1					
C13	64682 Cook Ave	Bruce Moon	Tumalo Outpost mailboxes and shipping	1,200	SF	Retail	1.0	1.0	1					
C14	64683 COOK AVE	Tumalo Enterprises	Tumalo Country Store	3,000	SF	Retail	1.3	4.8	5	0.57	Acre	General Commercial	1.9	2
				1	Each	Gas Station	2.0							
				3,000	SF	Office	1.5							
C15	64702 COOK AVE	KACHLEIN, BELINDA R	Office Building	1,000	SF	Office	0.5	0.5	1					
C16	64649 WHARTON AVE	Prime Property Management LLC	Bend Cider Company	1,500	SF	Bar	2.5	2.5	3					
C17	19825 5TH ST	Kathy Powell	Mobile Home Park	7	Each	Mobile Home	5.6	5.6	6					
							Commercial Sub-Total Estimated EDU's =	50.1	56	Commercial Sub-Total Estimated EDU's =		23.3	25	

I1	19850 4TH ST	DESCHUTES CO RURAL FIRE DIST #2	Fire Station	3	Person	Fire Station	2.3	2.3	3					
I2	64671 BRUCE AVE	TUMALO COMMUNITY CHURCH	Church	90	Seat	Church	3.0	3.0	3					
I3	64672 COOK AVE	SWALLEY IRRIGATION DISTRICT	Swalley Irrigation District Office	2200	SF	Office	1.1	2.2	3	0.20	Acres	General Commercial	0.7	1
			Swalley Irrigation District Maintenances Shop	2200	SF	Shop	1.1							
I4	19835 2ND ST	Tumalo School	Tumalo Elementary School	280	Person	Elementary School	22.4	22.4	23					
I5	64697 COOK AVE	TUMALO IRRIGATION DISTRICT	Tumalo Irrigation District Office	1500	SF	Office	0.8	0.8	1	0.26	Acres	General Commercial	0.9	1
							Institutional Sub-Total Estimated EDU's =	30.7	33	Institutional Sub-Total Estimated EDU's =		1.5	2.0	

Total Existing Estimated EDU's = 80.7

89 Total Add'l Estimated EDU's = 24.8 27

Combined Total Estimated EDU's = 105.6 116

Attachment E

SEL 704 Form and \$100
Security Deposit

Security Deposit Special District Formation or Reorganization

SEL 704

rev 01/18
ORS 198.775

Formation

Annexation

Withdrawal

Dissolution

District and Precinct Information

Name of District

Tumalo Basin Sewer District

Number of Precincts in District

One

Amount of Deposit per Precinct

\$100

Total Deposit (max of \$10,000)

\$100

Chief Petitioners

I/We hereby declare if the costs of the attempted formation annexation, withdrawal or dissolution of

Tumalo Basin Sewer District

district exceeds the

deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)

Name print

Rob Fish

Signature

[Redacted Signature]

Residence

19850 2nd St

Mailing Address if different

City

Bend

State

OR

Zip Code

97703

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

\$50.00

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Martha Gross

[Redacted Signature]

Residence

19933 Elm Ln

Mailing Address if different

City

Bend

State

OR

Zip Code

97703

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

\$50.-

Kind of Contribution*

Cash

Bond

Other Security Deposit

Name print

Signature

Residence

Mailing Address if different

City

State

Zip Code

City

State

Zip Code

Amount of Contribution/Value of Secured Deposit

Kind of Contribution*

Cash

Bond

Other Security Deposit

Continued on the reverse side of this form

Person/Organizations Providing Any Part of Cash/Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Name print			Signature		
Residence			Mailing Address if different		
City	State	Zip Code	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit			Kind of Contribution*		
			<input type="checkbox"/> Cash	<input type="checkbox"/> Bond	<input type="checkbox"/> Other Security Deposit

Additional Description

*Provide additional description of security deposit below, on the back of this form or on separate sheets. Additional contributors may be listed on separate sheets and attached.



**DESCHUTES COUNTY ASSESSOR'S OFFICE
CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | **Fax:** (541) 382-1692

Website: <https://www.deschutes.org/assessor>

Property Info: <https://dial.deschutes.org/>

June 3, 2024

Steve Dennison

Deschutes County Clerk

Re: Formation to Tumalo Basin Sewer District

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

Gregg Rossi



Gregg Rossi | Chief Cartographer

Deschutes County Assessor's Office, Cartography Dept.

1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692



County Clerk

County Clerk's Certification

RE: Proposed Formation – Tumalo Basin Sewer District

A petition has been filed with the Deschutes County Clerk's office to form the Tumalo Basin Sewer District.

The Deschutes County Assessor's office has reviewed the attached petition and found that it met the minimum requirement of fifteen landowners or 10 percent of the acreage for the proposed formation of the **Tumalo Basin Sewer District**.

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the petition meets the requirements of ORS 198 and may move forward to the hearing process by the Board of County Commissioners.

Dated this 3rd day of June, 2024.

Steve Dennison
Deschutes County Clerk



TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager

DATE: June 13, 2024

SUBJECT: Tumalo Basin Sewer District Formation

The materials contained in the petition propose to form a Tumalo Basin Sewer District on the tax lots shown in the petition.

This district formation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan, provided that the coordination with the residents and business owners required by Tumalo Community Plan, Public Facility #7 is undertaken. The Tumalo Community Plan, as part of the Comprehensive Plan, includes the following Goals and Policies:

Public Facility Policies

3. ***Encourage early planning and acquisition of sites needed for public facilities.***
4. ***Support replatting of lots in the area comprising the Laidlaw Plat and other lands designated commercial to create lots large enough to accommodate a DEQ approved on-site sewage disposal system, or connection to a public sewer system if available, consistent with the findings of the Tumalo Sewer Feasibility Study (2022).***
7. ***If Tumalo residents initiate district formation, coordinate with the residents and business owners on the creation of a public sewer district.***
8. ***Explore legislative approaches to preclude non-voluntary connections to private sewer systems.***
9. ***Explore with Department of Environmental Quality (DEQ) to determine whether a property owner can record a land use provision stating a private sewer is not lawfully available under Oregon Administrative Rule (OAR) 340-040-0160 unless the land owner voluntarily consents to the connection.***
10. ***Prohibit private sewers in Tumalo, unless the property owners of the lots in the Laidlaw Plat, Deschutes River Tract, and Deschutes River Homesite Rimrock Addition form a district and vote on the issue.***

Staff notes that policies 8, 9, and 10 are targeted at private sewer providers, which is not proposed in this case.

The Comprehensive Plan includes the following provisions as well:

Ch. 3 - Rural Growth Management, 3.6 Public Facilities and Services

Goal 1 Support the orderly, efficient and cost-effective siting of rural public facilities and services.

Policy 3.6.1 Encourage the formation of special service districts to serve rural needs rather than have the County serve those needs.

Policy 3.6.2 Encourage early planning and acquisition of sites needed for public facilities, such as roads, water and wastewater facilities.

Policy 3.6.12 Review public facilities and services to minimize impacts of the facilities on the larger community.

- a. **Review and revise as needed County Code to require screening of public facilities including power generating facilities and sewage treatment plants, and to address impacts from cell towers**

Ch. 5 - Resource Management, 2.5 Water Policies

Goal 5 Protect and improve water quality in the Deschutes River Basin

Policy 2.5.19 Coordinate with stakeholders to address water-related public health issues.

- a. **Support amendments to State regulations to permit centralized sewer systems in areas with high levels of existing or potential development or identified water quality concerns.**
- b. **If a public health hazard is declared in rural Deschutes County, expedite actions such as legislative amendments allowing sewers or similar infrastructure.**

Goal 6 Coordinate land use and water policies

Policy 2.5.28 Support wastewater facilities and improvements where warranted.