



## BOARD OF COMMISSIONERS

### BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, OCTOBER 05, 2022

Barnes Sawyer Rooms - Deschutes Services Bldg - 1300 NW Wall St - Bend

(541) 388-6570 | [www.deschutes.org](http://www.deschutes.org)

## AGENDA

**MEETING FORMAT:** The Oregon legislature passed House Bill (HB) 2560, which requires that public meetings be accessible remotely, effective on January 1, 2022, with the exception of executive sessions. Public bodies must provide the public an opportunity to access and attend public meetings by phone, video, or other virtual means. Additionally, when in-person testimony, either oral or written is allowed at the meeting, then testimony must also be allowed electronically via, phone, video, email, or other electronic/virtual means.

**Attendance/Participation** options are described above. Members of the public may still view the BOCC meetings/hearings in real time via the Public Meeting Portal at [www.deschutes.org/meetings](http://www.deschutes.org/meetings)

**Citizen Input:** Citizen Input is invited in order to provide the public with an opportunity to comment on any meeting topic that is not on the current agenda. Citizen Input is provided by submitting an email to: [citizeninput@deschutes.org](mailto:citizeninput@deschutes.org) or by leaving a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the Citizen Input meeting record for topics that are not included on the Wednesday agenda.

**Zoom Meeting Information:** Staff and citizens that are presenting agenda items to the Board for consideration or who are planning to testify in a scheduled public hearing may participate via Zoom meeting. The Zoom meeting id and password will be included in either the public hearing materials or through a meeting invite once your agenda item has been included on the agenda. Upon entering the Zoom meeting, you will automatically be placed on hold and in the waiting room. Once you are ready to present your agenda item, you will be unmuted and placed in the spotlight for your presentation. If you are providing testimony during a hearing, you will be placed in the waiting room until the time of testimony, staff will announce your name and unmute your connection to be invited for testimony. Detailed instructions will be included in the public hearing materials and will be announced at the outset of the public hearing.

**For Public Hearings,** the link to the Zoom meeting will be posted in the Public Hearing Notice as well as posted on the Deschutes County website at <https://www.deschutes.org/bcc/page/public-hearing-notices>.

### 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](mailto:citizeninput@deschutes.org) or you may leave a brief voicemail at 541.385.1734. To be timely, citizen input must be received by noon on Tuesday in order to be included in the meeting record.*

**CONSENT AGENDA**

1. Consideration of Board Signature of Order No. 2022-054 Appointing County Residents to Two Pools from which the County Clerk Will Select Members of the Board of Property Tax Appeals
2. Consideration of Board Signature of Resolution No. 2022-066 Increasing Appropriations within the Health Services Fund and the 2022-23 Deschutes County Budget
3. Consideration of Board Signature of Resolution No. 2022-067 Recognizing Carryover Funds and Increasing Appropriations within the 2022-2023 Deschutes County Budget
4. Approval of the Minutes of the September 26, 2022 BOCC Meeting

**ACTION ITEMS**

5. **9:05 AM** 2022 Deschutes County Fair & Rodeo Report
6. **9:20 AM** PUBLIC HEARING – Consideration of Order No. 2022-051, Accepting Petition to Form Terrebonne Sanitary District and Setting Final Hearing
7. **10:05 AM** PUBLIC HEARING - Consideration of Order No. 2022-042, Vacating a Portion of Fryrear Road
8. **10:20 AM** Consideration of Board approval and Chair signature of Document No. 2022-470, a City of Bend grant agreement
9. **10:40 AM** Deschutes County 2040 – Upcoming Open House Debriefing
10. **Add On** Consideration of Oregon Business Development Grant Award Acceptance

**LUNCH RECESS**

**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.*

## ADJOURN



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, please call (541) 617-4747.

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## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** Consideration of Board Signature of Order No. 2022-054 Appointing County Residents to Two Pools from which the County Clerk Will Select Members of the Board of Property Tax Appeals

**RECOMMENDED MOTION:**

Move approval of Board Order No. 2022-054.

**BACKGROUND AND POLICY IMPLICATIONS:**

*Prior to October 15th of every year, the Board of County Commissioners is to appoint members to the Board of Property Tax Appeals pools for the upcoming session. Below is an outline of the process:*

- *The Board of County Commissioners must appoint two pools of county residents from which the county clerk will select the members of the board of property tax appeals.*
- *The pools from which the members are selected must be appointed on or before October 15 of each year. The appointee terms end the following June 30th.*
- *The pools shall consist of the following persons who are eligible to serve on the boards.*
  1. *A pool of members of the county governing body or nonoffice-holding county residents to serve in their place. This pool may be referred to as the "Chairperson's Pool."*
  2. *A "Nonoffice Holding Pool" consisting of residents of the county who are not employees of the county or of any taxing district within the county.*

*The order of the Board of County Commissioners which appoints the pools must be in writing and contain the following information (order attached for the Board's consideration):*

1. *The names, addresses, and phone numbers of the persons appointed to the pools.*
2. *A brief description of training either already taken or that will be completed before any term as a board member begins.*
3. *The pool or pools to which the person is appointed.*
4. *The date when the order becomes effective.*

*An appointee may be appointed to both the "Chairperson's Pool" and the "Nonoffice-Holding Pool" if they qualify.*

**BUDGET IMPACTS:**

*Revenues and expenditures have been budgeted and approved for Board of Property Tax Appeals for Fiscal Year 2022-2023 in General Fund account 0010650.*

**ATTENDANCE:**

*Steve Dennison, County Clerk*

REVIEWED

LEGAL COUNSEL

10/05/2022 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Appointing County Residents to Two Pools from which the County Clerk Will Select Members of the Board of Property Tax Appeals.

\*  
\*  
\*  
\*

ORDER NO. 2022-054

WHEREAS, ORS 309.067(1)(a) requires the county governing body to appoint to the County Board of Property Tax Appeals (“BOPTA”) “A pool of members of the county governing body or the governing body’s designees who are eligible and willing to serve as members of the county board of property tax appeals”; and

WHEREAS, ORS 309.067(1)(b) requires the county governing body to appoint to BOPTA “A pool of nonoffice-holding residents of the county who are not employees of the county or of any taxing district within the county and who are eligible and willing to serve as members of the county board of property tax appeals”; and

WHEREAS, ORS 309.067(3) requires that each appointed member to the pool receive training prior to that member’s term as a BOPTA member; and

WHEREAS, ORS 309.067(5) requires the county governing body to appoint members to the BOPTA pools by October 15 of each year or at any time upon the request of the county clerk; now therefore,

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

Section 1. ORS 309.067(1)(a) Pool.

The following persons are appointed to the County Governing Body’s Pool of persons eligible and willing to serve as a member of the Board of Property Tax Appeals for Deschutes County:

1. Mara V. Stein, 65765 Hwy 20, Bend, OR 97703  
Training: Prior experience. Telephone Number 541-617-6195
2. Jo Ellen Zucker, 66900 Sagebrush Lane, Bend, OR 97703  
Training: Prior experience. Telephone Number 541-788-8484
3. Michael C. Simpson, 1547 NW Cliff Side Way, Redmond, OR 97756  
Training: Prior experience. Telephone Number 541-527-9151
4. Michael C. Walker, 1642 NW Overlook Dr., Bend, OR 97703  
Training: Prior experience. Telephone Number 541-390-5607
5. James M. Sinasek, 64420 Research Road, Bend, OR 97703  
Training: Needs training. Telephone Number 541-383-806
6. Michael J. Caba, 2636 NW Lemhi Pass Dr., Bend, OR 97703  
Training: Needs training. Telephone Number 541-420-0385

Section 2. ORS 309.067(1)(b) Pool.

The following non-office holding residents of Deschutes County who are not employees of the County or of any taxing district within the County are appointed to an additional pool of persons eligible and willing to serve as members of the Board of Property Tax Appeals for Deschutes County:

1. Mara V. Stein, 65765 Hwy 20, Bend, OR 97703  
Training: Prior experience. Telephone Number 541-617-6195
2. Jo Ellen Zucker, 66900 Sagebrush Lane, Bend, OR 97703  
Training: Prior experience. Telephone Number 541-788-8484
3. Michael C. Simpson, 1547 NW Cliff Side Way, Redmond, OR 97756  
Training: Prior experience. Telephone Number 541-527-9151
4. Michael C. Walker, 1642 NW Overlook Dr., Bend, Oregon 97703  
Training: Prior experience. Telephone Number 541-390-5607
5. James M. Sinasek, 64420 Research Road, Bend, Oregon 97703  
Training: Needs training. Telephone Number 541-383-8067
6. Michael J. Caba, 2636 NW Lemhi Pass Dr., Bend, Oregon 97703  
Training: Needs training. Telephone Number 541-420-0385

Section 3. Effective Date. The appointments are effective October 15, 2022, and expire on June 30, 2023.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** Consideration of Board Signature of Resolution No. 2022-066 Increasing Appropriations within the Health Services Fund and the 2022-23 Deschutes County Budget

**RECOMMENDED MOTION:**

*Move Approval of Resolution No. 2022-066 Increasing Appropriations within the Health Services Fund and the 2022-23 Deschutes County Budget.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*On 9/28/2022 the Deschutes County Health Services department presented to the Board of County Commissioners with regards to the Oregon Health Authority grant agreement #177672 which funds increased behavioral health housing. \$3,000,000 of funding will be granted to BestCare, as matching funds, to support application for an OHA Secure Residential Treatment Facility (SRTF) and \$850,000 may be awarded, via requests for proposals (RFPs), to up to two providers to expand capacity to serve children/youth requiring residential behavioral health treatment. \$51,470.64 in administrative costs as Deschutes County Health Services will function as the pass-thru entity.*

**BUDGET IMPACTS:**

*Recognizing \$3,901,471 in state grant funds and increasing program expenditures appropriations by \$3,225,368 and contingency by \$676,103 within the Deschutes County Health Services Fund.*

**ATTENDANCE:**

*Daniel Emerson, Budget Manager*



REVENUE

Item	Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
		HSBHGEN	HS2BHHOUSE	2743152	334012	State Grant	-	3,901,471	3,901,471
<b>TOTAL</b>							<b>-</b>	<b>3,901,471</b>	<b>3,901,471</b>

APPROPRIATION

Item	Line Number	Project Code	Segment 2	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget
						(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)			
		HSBHGEN	HS2BHHOUSE	2743152	450920	M&S	Grants & Contributions-Misc	-	3,212,500	3,212,500
		HSBHGEN	HS2BHHOUSE	2743152	490501	Overhead	Admin Allocation	-	12,868	12,868
		HSBHGEN	HS2BHHOUSE	2743152	501971	Contingency	Contingency	-	676,103	676,103
		HSALL	HS1OTHER	2743151	450094	M&S	Program Expense	-	12,868	12,868
		HSALL	HS1OTHER	2743151	490501	Overhead	Admin Allocation	-	(12,868)	(12,868)
<b>TOTAL</b>								<b>-</b>	<b>3,901,471</b>	<b>3,901,471</b>

	(0)	(0)
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Fund:  
Dept:  
Requested by:  
Date:

274
Health Services
Lana Lane
9/26/2022

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution to Increase Appropriations \*  
Within the 2022-23 Deschutes County Budget \* RESOLUTION NO. 2022-066  
\*

WHEREAS, the Deschutes County Health Services department presented to the Board of County Commissioners on 09/28/2022, with regards to Oregon Health Authority grant agreement #177672 for increasing behavioral health housing within the region, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, ORS 294.463 allows the transfer of Contingency within a fund when authorized by resolution of the governing body, and

WHEREAS, it is necessary to recognize funds and increase appropriations by \$3,901,471 within the Health Services Fund, now, therefore;

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

Section 1. That the following revenue be appropriated in the 2022-23 County Budget:

<u>Health Services</u>	
State Grant	\$ 3,901,471
<b>Health Services Total</b>	<b><u>\$ 3,901,471</u></b>

Section 2. That the following expenditures be appropriated in the 2022-23 County Budget:

<u>Health Services</u>	
Program Expense	\$ 3,225,368
Contingency	676,103
<b>Health Services Total</b>	<b><u>\$ 3,901,471</u></b>

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this \_\_\_\_\_ day of October, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** Consideration of Board Signature of Resolution No. 2022-067 Recognizing Carryover Funds and Increasing Appropriations within the 2022-2023 Deschutes County Budget

**RECOMMENDED MOTION:**

*Move approval of Resolution 2022-067 Recognizing Carryover Funds and Increasing Appropriations within the Veterans' Services Department.*

**BACKGROUND AND POLICY IMPLICATIONS:**

*The Deschutes County Veterans' Services Department receives funding from the Oregon Department of Veterans' Affairs (ODVA). This resolution would recognize \$32,836 in carryover ODVA funds and increase Veterans' Services budgetary appropriation by the same amount.*

**BUDGET IMPACTS:** This resolution increases appropriations by \$32,836 in the Veterans' Services Department.

**ATTENDANCE:**

*Dan Emerson, Budget Manager*

REVENUE

Line Number									
Item	Project Code	Segment 2	Org	Object	Category	Description	Current Budgeted Amount	To (From)	Revised Budget
			0012350	334032	State Grant	ODVA Grant	182,000	32,836	214,836
<b>TOTAL</b>							<b>182,000</b>	<b>32,836</b>	<b>214,836</b>

APPROPRIATION

Line Number					Category	Description			
Item	Project Code	Segment 2	Org	Object	(Pers, M&S, Cap Out, Contingency)	(Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
			0012350	450410	Materials and Services	Advertising - Promo	25,000	32,836	57,836
<b>TOTAL</b>							<b>25,000</b>	<b>32,836</b>	<b>57,836</b>

Increasing ODVA Grant and carryforward for Veterans' Services

Fund:  
 Dept:  
 Requested by:  
 Date:

001
Veterans' Services
Dan Emerson
9/28/2022

REVIEWED  
\_\_\_\_\_  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,  
OREGON

A Resolution Recognizing Funds \*  
and Increasing Appropriations within \* RESOLUTION NO. 2022-067  
the 2022-2023 Deschutes County Budget \*

WHEREAS, the Deschutes County Veterans’ Services Department is recognizing an additional \$32,836 in Oregon Department of Veterans’ Affairs (ODVA) carryover funds, and

WHEREAS, ORS 294.471 allows a supplemental budget adjustment when authorized by resolution of the governing body, and

WHEREAS, it is necessary to increase appropriations by \$32,836 in Veterans’ Services to accommodate this request, now therefore;

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

Section 1. That the following revenue be budgeted in the 2022-23 County Budget:

<u>Veterans’ Services</u>	
State Grant	\$ 32,836
<b>Total Veterans’ Services</b>	<b><u>\$ 32,836</u></b>

Section 2. That the following amounts be appropriated in the 2022-23 County Budget:

<u>Veterans’ Services</u>	
Program Expense	\$ 32,836
<b>Total Veterans’ Services</b>	<b><u>\$ 32,836</u></b>

Section 3. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this \_\_\_\_\_ day of October, 2022.

BOARD OF COUNTY COMMISSIONERS OF  
DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice-Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner





BOARD OF  
COMMISSIONERS

## AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** 2022 Deschutes County Fair & Rodeo Report

**RECOMMENDED MOTION:**

*No Approval Needed*

**BACKGROUND AND POLICY IMPLICATIONS:**

*Deschutes County Fair & Expo Director, Geoff Hinds will share an update/overview of the 2022 Deschutes County Fair & Rodeo, held August 3<sup>rd</sup> - 7<sup>th</sup> 2022.*

**BUDGET IMPACTS:**

*Budgeted Fund 616 (Annual Fair Operating) preliminary revenue and expense overview.*

**ATTENDANCE:**

*Geoff R. Hinds, Director Deschutes County Fair & Expo*



# 2022 DESCHUTES COUNTY FAIR & RODEO

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## OVERVIEW





**2022**  
AUGUST 3RD THROUGH AUGUST 7TH  
**DESCHUTES  
COUNTY  
FAIR & RODEO**



### Revenue Comparison





### Property Overview

Aug 3 - Aug 7, 2022 2022

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**Metrics**

- Deschutes County Fair & Ex**  
3800 SE Airport Way, Redmond, OR 97

Visits	164.8K	Visit Frequency	1.54
Visits / sq ft	N/A	Avg. Dwell Time	239 min
Visitors	107.1K	Panel Visits	4.9K

Aug 3rd, 2022 - Aug 7th, 2022  
 Data provided by Placer Labs Inc. (www.placer.ai)



### Metrics

Jul 28 - Aug 1, 2021 2021

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**Metrics** [Customize](#)

- Deschutes County Fair & E...**  
3800 SE Airport Way, Redmond, OR ...

Visits	139.1K	Visit Frequency	1.51
Visits / sq ft	N/A	Avg. Dwell Time	256 min
Visitors	92.1K	Panel Visits	2.6K

Jul 28th, 2021 - Aug 1st, 2021  
 Data provided by Placer Labs Inc. (www.placer.ai)

### Metrics

2019

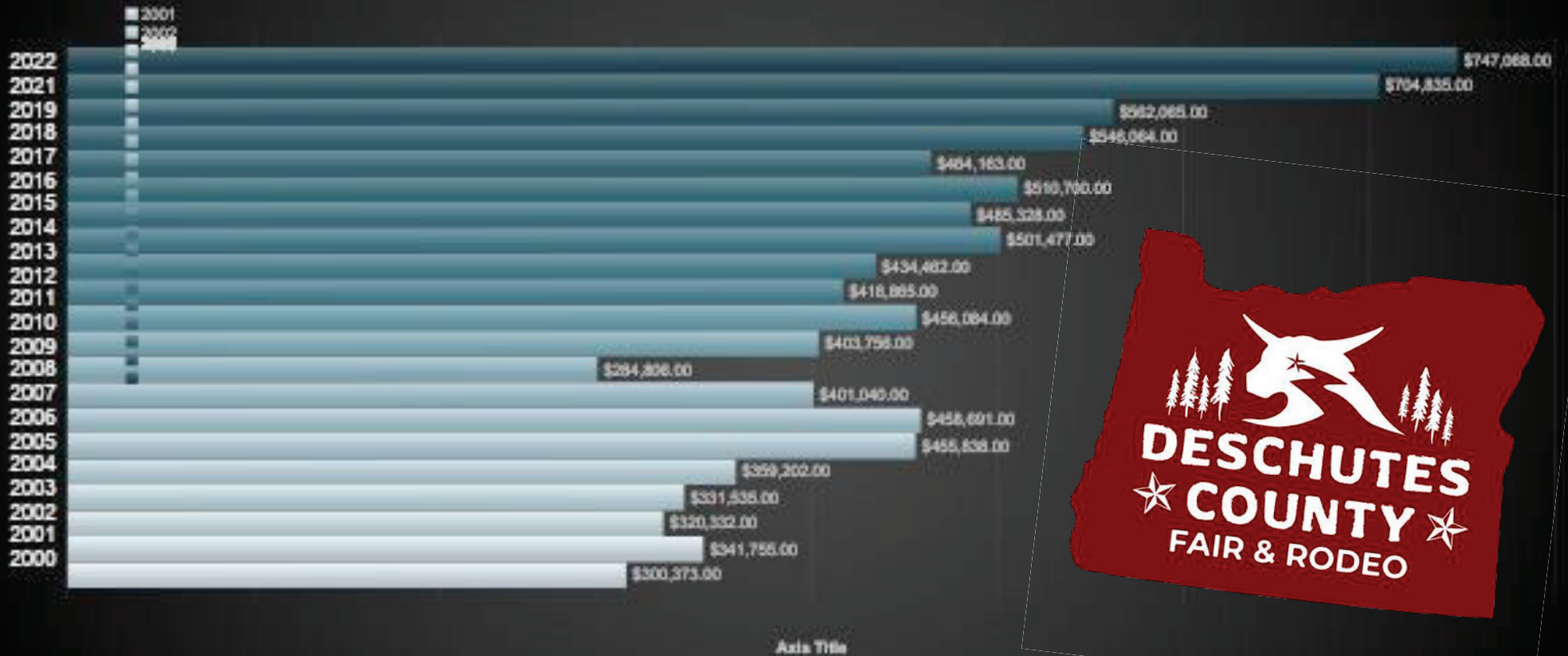
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- Deschutes County Fair & E...**  
3800 SE Airport Way, Redmond, OR ...

Visits	135.7K	Visit Frequency	1.55
Visits / sq ft	N/A	Avg. Dwell Time	275 min
Visitors	87.3K	Panel Visits	3.2K

Jul 31st, 2019 - Aug 4th, 2019  
 Data provided by Placer Labs Inc. (www.placer.ai)

### 21 Year Admission Trend





## Deschutes County Fair & Rodeo August 3<sup>rd</sup> – 7<sup>th</sup> 2022



- SUCCESSES:
  - Largest admissions revenue in Fair history
    - (+\$43,175 over 2021)
  - Saturday: Largest Attendance and Admissions revenue in Fair history
    - Almost 50,000 attendee's
  - Deschutes County Youth Livestock Auction; highest in history
    - \$1.5 million to date
  - Food & Beverage breaks \$1 million mark for first time ever
    - \$1,159,192.55
  - Carnival: Highest gross in history
    - (+\$53,076 over 2021 total)
  - Almost 30,000 attendee's to Indian Head Casino Rodeo over 4 nights
    - 5,900 on Saturday Night
  - NPRA (Northwest Professional Rodeo Association) named Deschutes County Fair & Rodeo, the 2022 Large Rodeo of the year
    - CONCERNS/CHALLENGE AREAS
      - Despite improvements Ingress/Egress remains a challenge
      - Vendor Oversight
      - Electrical/Layout
      - Hours of Operation
      - Staffing/Labor
        - Janitorial





## Deschutes County Youth Livestock Auction Saturday August 6<sup>th</sup> 2022

- 323 Unique Sale lots
- Proceeds recorded to date:
  - approx. \$1,750,000 (sales + add-ons)









## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** PUBLIC HEARING – Consideration of Order No. 2022-051, Accepting Petition to Form Terrebonne Sanitary District and Setting Final Hearing

**RECOMMENDED MOTION:**

*Move approval of Order 2022-051*

**BACKGROUND AND POLICY IMPLICATIONS:**

*The chief petitioners filed a petition to form Terrebonne Sanitary District. The Assessor's Office and County Clerk certified the petition and Community Development reviewed it for consistency with the County's comprehensive plan and the Terrebonne Community Plan and found it consistent with both. The BOCC must hold a hearing on the petition where any interested person can be heard and discuss accepting the petition and approving Order 2022-051, which sets the date for the final hearing. The petition and exhibits are attached to the draft Order 2022-051.*

**BUDGET IMPACTS:**

*None*

**ATTENDANCE:**

*David Doyle, Legal*

REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Accepting Petition to Form Terrebonne Sanitary District and Setting Final Hearing \*  
\* ORDER NO. 2022-051  
\*

WHEREAS, Petitioners submitted a petition (Exhibit A) for formation of the Terrebonne Sanitary 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 Terrebonne Community Plan, Appendix A; and

WHEREAS, the Board held a duly noticed public hearing on October 5, 2022, 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 November 2, 2022.

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 Terrebonne Sanitary 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 Terrebonne Rural Community, Deschutes County, Oregon.

Dated this \_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, CHAIR

\_\_\_\_\_  
ANTHONY DeBONE, VICE CHAIR

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, COMMISSIONER

Terrebonne Sewer Advisory Group  
c/o Ryan Rudnick  
Parametrix  
[rrudnick@parametrix.com](mailto:rrudnick@parametrix.com)

August 3, 2022

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

**Re: Petition to Form the Terrebonne Sanitary District**

Dear Mr. Dennison:

Attached please find a Petition to form the Terrebonne Sanitary 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 Terrebonne, Oregon, does not currently have a municipal wastewater facility, leaving all businesses and residents dependent upon onsite wastewater systems (septic tanks with drainfields, drill holes, or sand filters). Aged and failing septic systems, coupled with the low permeability of the soils, are resulting in onsite system failures, surfacing effluent, exorbitant repair/replacement costs, and business closures. These conditions create economic and practical hardships for new and existing businesses and residents.

Both Deschutes County and the Oregon Department of Environmental Quality ("DEQ") have concluded that a community sewer system is the only sound, long-term solution. The proposed system will collect wastewater within the service territory and then convey the wastewater to the proposed City of Redmond Treatment Wetlands Complex.

Community members formed the Terrebonne Sewer Advisory Group ("TSAG") in 2019 and began actively working with Deschutes County, DEQ, and the City of Redmond to study and develop a plan to provide community sewer service to Terrebonne. During that time, the TSAG has also engaged in community outreach, including community meetings. As a result of those efforts, the TSAG has concluded that the best mechanism to organize, fund, and operate the proposed community sewer system is to form a sanitary district under ORS Chapter 450.

The proposed Terrebonne Sanitary 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 Terrebonne Rural Community, Deschutes County, Oregon. The proposed territory to be included in the Terrebonne Sanitary 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 TSAG has completed the required preliminary steps to submit this Formation Petition. On April 27, 2022, the Chief Petitioners submitted a prospective petition for formation of the Terrebonne Sanitary 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 Terrebonne Sanitary District met the criteria. On this date, the Chief Petitioners also submitted a lot and block description and a map of the proposed boundaries pursuant to ORS 198.748 and an economic feasibility statement prepared in accordance with ORS 198.749 for review by the Deschutes County Clerk.

On June 6, 2022, an attorney at Jordan Ramis PC emailed the Deschutes County Clerk on behalf of the Chief Petitioners and the TSAG to provide a copy of the draft formation petition for the Clerk's review. On June 9, 2022, the Deschutes County Clerk confirmed that the draft formation petition was complete and authorized the TSAG to move ahead with signature gathering. On June 15, 2022, the circulator, as defined in ORS 198.750(4), began gathering petitioner signatures pursuant to ORS 198.750(4) and ORS 198.766.

This Formation Petition includes the petition form that was approved by the Deschutes County Clerk, which has now been signed by the Chief Petitioners. This Formation Petition submission includes the lot and block description for the proposed Terrebonne Sanitary District (**Attachment A**), the boundary map showing the Phase A Service Area proposed to be included in the Terrebonne Sanitary 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 sanitary 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 Terrebonne 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 sanitary district will not include territory located within another existing sanitary district. The sanitary district will share a portion of the Terrebonne Water District service

territory; however, the sanitary district will provide services that are entirely distinct and separate from those provided by the Terrebonne 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 sanitary 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 sanitary 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 sanitary district will use a fee for service revenue model as detailed in the Economic Feasibility Statement attached as Attachment D. The sanitary 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 Terrebonne Sanitary District (See **Attachment A**, Lot and Block Description, and **Attachment B**, Boundary Map). At this time, the TSAG is proposing to form the Terrebonne Sanitary 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 Terrebonne Sanitary 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 TSAG 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 TSAG 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 Terrebonne Sanitary 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 TSAG 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 Terrebonne Sanitary District is located entirely within Precinct 18, 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 TSAG 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 TSAG 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 Terrebonne Sanitary District.<sup>1</sup> 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 TSAG believes these signatures demonstrate widespread support for

<sup>1</sup> The group elected to meet the signature requirement by gathering signatures from not less than fifteen owners of land within the Phase A Service Area. The TSAG reached this decision after determining that fewer than fifteen landowners would be needed to reach the ten percent acreage requirement articulated in ORS 198.755(1).



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 TSAG'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 sixteen unique landowner signatures. It also contains signatures from fifteen unique individuals that have a residence address within the Phase A Service Area but are not landowners. The TSAG understands that these fifteen 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 sixteen landowners.

**F. NEXT STEPS**

The TSAG 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 TSAG 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:

Tim Brown  
Landowner, Phase A Service Area of the proposed Terrebonne Sanitary District  
Email: [tbrown541@msn.com](mailto:tbrown541@msn.com)  
Phone: 541-848-1239

Guy Vernon  
Landowner, Phase A Service Area of the proposed Terrebonne Sanitary District  
Email: [guyvernon@me.com](mailto:guyvernon@me.com)  
Phone: 541-958-1508

Sincerely,

Ryan Rudnick  
Engineer IV, Parametrix  
Consultants to the TSAG

**PETITION TO FORM SPECIAL DISTRICT**  
**TERREBONNE SANITARY DISTRICT**

10/05/2022 Item #6.

22AUG 4 11:05AM CLERK

**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 8/4/2022 (date) and Petitioners request the Board commence proceedings to form the territory described below as Terrebonne Sanitary District (name of district), Deschutes County, Oregon:

See attached lot and block description and boundary map.

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*(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 Terrebonne Sanitary District (name of district) is ORS ORS 450.005 to ORS 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 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 Terrebonne Sanitary 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 15th day of June, 2022.

8. *(if applicable)* The proposed formation is subject to the following terms and conditions:  
N/A

9. This Petition has been signed by at least 15 percent of the electors, or 100 electors whichever number is greater, registered in the area proposed to be formed; or **at least 15 owners of land** or owners of 10 percent of the acreage, (whichever is greater) within the area proposed to be formed. (or)

(if consent by all landowners) This petition has been signed by 100 percent of the landowners in the proposed district as affirmed by the attached affidavit signed by N/A, stating the petitioner believes that the signers constitute all the owners.

10. A security deposit form and payment and an economic feasibility statement are attached to this petition.

Signed this 20 day of JULY, 2022 by Tim Brown, Chief Petitioner(s).

[Signature]  
Signature 68314 Cloverdale Rd Sisters 97759  
Address, City, State, ZIP

Signed this 26 day of July, 2022 by Guy Verner, Chief Petitioner(s).

[Signature]  
Signature 2400 Arizona Park Orford Ore  
Address, City, State, ZIP 97465

Approved by the Board of

\_\_\_\_\_  
Name of Agency  
\_\_\_\_\_  
Agency Signature  
By: \_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_

Approved by the Board of

\_\_\_\_\_  
Name of Agency  
\_\_\_\_\_  
Agency Signature  
By: \_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_

**ATTACHMENT A**

Description of the proposed territory for inclusion in the sanitary district

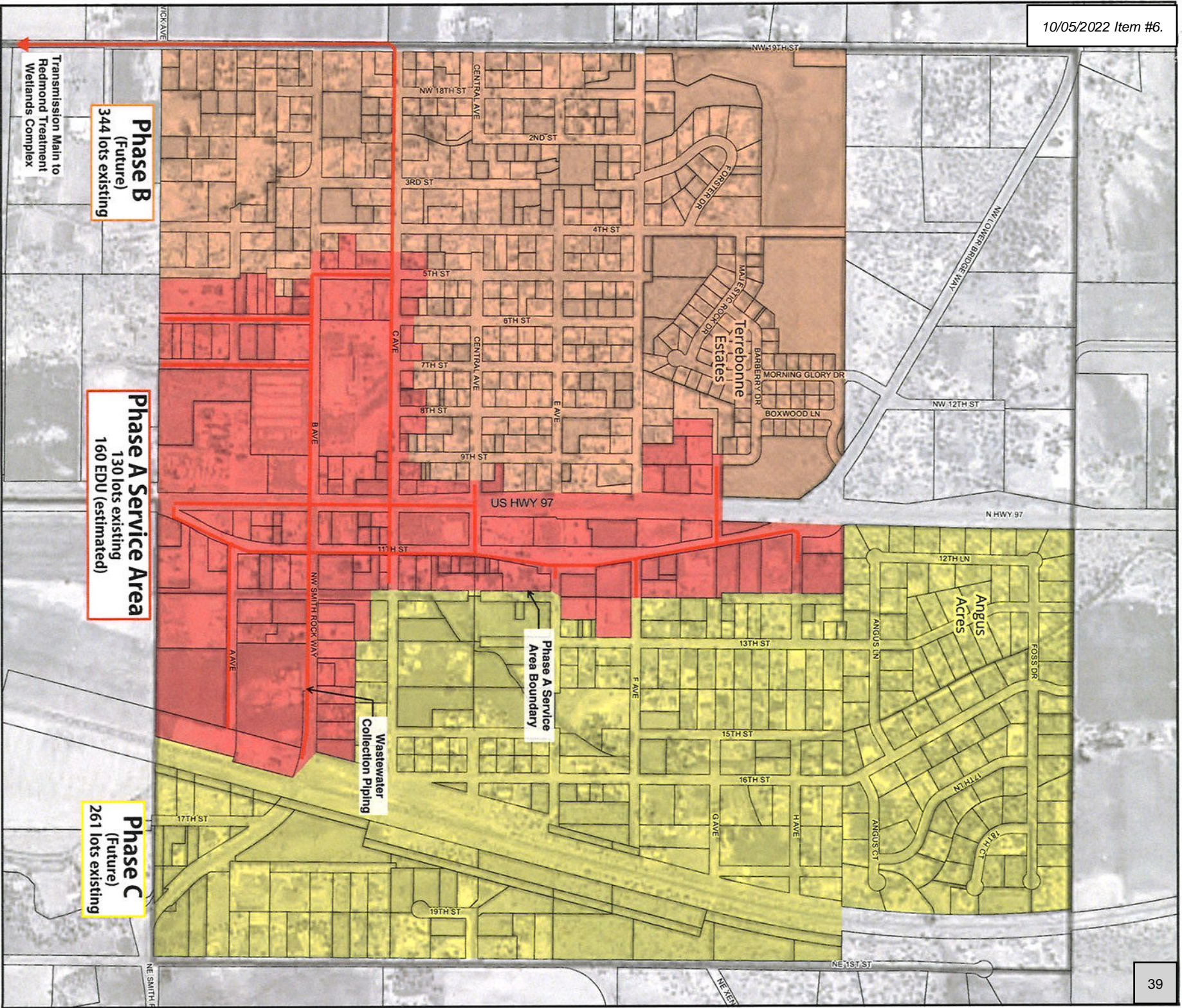
**Terrebonne Sanitary District**  
**Service Area Boundary Description (Lot & Block)**  
**Prepared by: Ryan Rudnick, PE (Parametrix Inc.)**  
**Date: 4/26/2022**

The proposed service area boundary includes the following blocks and lots in the Plat of Hillman, filed November 22, 1909 under County Survey No. 07529, records of Deschutes County Surveyor, situated in Section 16, Township 14 South, Range 13 East, W.M., Deschutes County, Oregon:

Block 39	Lot 5-8, 17-32	Block 94	Lots 1-32
Block 40	Lots 27-32	Block 95	Lots 1-32
Block 51	Lots 1-6, 29-32	Block 96	Lots 1-32
Block 52	Lots 1-32	Block 97	Lots 1-32
Block 53	Lots 1-8, 13-32	Block 98	Lots 17-32
Block 54	Lots 1-32	Block 99	Lots 10-18
Block 55	Lots 1-32	Block 100	Lots 1-18
Block 56	Lots 1-32	Block 101	Lots 1-32
Block 57	Lots 1-32	Block 102	Lots 1-32
Block 58	Lots 1-3, 28-32	Block 103	Lots 1-32
Block 69	Lot 1-3, 27-32	Block 104	Lots 1-32
Block 70	Lots 1-32	Block 105	Lots 1-32
Block 71	Lots 1-32	Block 106	Lots 1-32
Block 72	Lots 1-32	Block 107	Lots 1-32
Block 73	Lots 1-32	Block 108	Lots 1-32
Block 74	Lots 1-32	Block 109	Lots 1-32
Block 75	Lots 1-32	Block 110	Lots 1-32
Block 76	Lots 1-6, 31-32	Block 111	Lots 1-12, 21-32
Block 79	Lots 8-32	Block 114	Lots 1-24
Block 84	Lots 1-32	Block 124	Lots 1-9, 24-32
Block 86	Lots 4-5, 28-32	Block 125	Lots 1-32
Block 87	Lots 1-5, 17-32	Block 126	Lots 1-32
Block 88	Lots 1-32	Block 127	Lots 1-32
Block 89	Lots 1-32	Block 128	Lots 1-32
Block 90	Lots 1-32	Block 129	Lots 1-9, 24-32
Block 91	Lots 1-32	Block 142	Lots 1-9
Block 92	Lots 1-32	Block 143	Lots 1-19
Block 93	Lots 1-32	Block 144	Lots 1-3

**ATTACHMENT B**

Boundary Map of the territory proposed for inclusion in the sanitary district



**Phase B**  
(Future)  
344 lots existing

**Phase A Service Area**  
130 lots existing  
160 EDU (estimated)

**Phase C**  
(Future)  
261 lots existing

Transmission Main to  
Redmond Treatment  
Wetlands Complex

Phase A Service  
Area Boundary

Wastewater  
Collection Piping



**Parametrix** DATE: 4/28/2022

**Terrebonne Sanitary District**  
SERVICE AREA BOUNDARY (PHASE A)

'22AUG 4 11:05AM CLERK

**ATTACHMENT C**

Petition Signatures



NAME OF DISTRICT: Terrebonne Sanitary 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>Tim Brown for Jackson Brown</u> Print Name <u>[Signature]</u> Signature	<u>6/15/22</u> Date	<u>653 Smith Rock way</u> PROPERTY ADDRESS <u>68314 Cloverdale Rd Sisters</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.30</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
2	<u>Tim Brown</u> Print Name <u>[Signature]</u> Signature	<u>6/15/22</u> Date	<u>8115 6th St Terrebonne</u> PROPERTY ADDRESS <u>68314 Cloverdale Rd Sisters</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>1.98</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
3	<u>Tony Buffa</u> Print Name <u>[Signature]</u> Signature	<u>6/15/20</u> Date	<u>8045 N Hwy 97 #23</u> PROPERTY ADDRESS <u>Terrebonne OR 97768</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 <input type="checkbox"/>
4	<u>Debra K Arts</u> Print Name <u>[Signature]</u> Signature	<u>6-15-22</u> Date	<u>8045 N Hwy 97 Unit 20A Terrebonne</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"/>
5	<u>David Steinhilber</u> Print Name <u>[Signature]</u> Signature	_____ Date	<u>8045 N Hwy 97th #16</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"/>

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

County of \_\_\_\_\_ State of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_  
 Notary Public for Oregon  
SEE ATTACHED  
 Signature \_\_\_\_\_  
 (affix notary stamp)



NAME OF DISTRICT: Terrebonne Sanitary 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
6 <u>Ivan Bradshaw</u> Print Name <u>Ivan Bradshaw</u> Signature	<u>6-15-22</u> Date	<u>8045 north Hwy 97 #12</u> PROPERTY ADDRESS <u>8045 n Hwy 97 #12</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 <input type="checkbox"/>
7 <u>Jeannie Mondelli</u> Print Name <u>Jeannie Mondelli</u> Signature	 Date	<u>8045 N. Hwy 97 #14A</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"/>
8 <u>Janice D. Bush</u> Print Name <u>Janice D. Bush</u> Signature	<u>6/15/22</u> Date	<u>8045 N Hwy 97 #16</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"/>
9 <u>Melanie Stone</u> Print Name <u>Melanie Stone</u> Signature	<u>6/15/22</u> Date	<u>8045 N. Hwy 97 #6</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"/>
10 <u>Jackie Sheffell</u> Print Name <u>Jackie Sheffell</u> Signature	 Date	<u>8045 N Hwy 97 #5</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage _____ Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

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

County of State of day of 20  
 SUBSCRIBED AND SWORN before me this  
 Notary Public for Oregon My Commission Expires: COMMISSION NO. 989456  
COMMISSION EXPIRES JULY 28, 2023

(affix notary stamp)



Signature SEE ATTACHED

NAME OF DISTRICT: Terrebonne Sanitary 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	I, <u>Nick Kazale</u> , certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: <u>Nick Kazale</u>	County of _____ State of _____ day of _____, 20____. My Commission Expires: _____ SUBSCRIBED AND SWORN before me this _____ day of _____, 20____. Notary Public for Oregon. Signature: <u>See Attached</u> (affix notary stamp). <u>See Attached</u>
11	<u>CHRISTINA MURRAY</u> Print Name <u>Christine Murray</u> Signature	<u>6-15-22</u> Date	<u>8045 N HWY 97 #1</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No <u>X</u> Acreage _____ Registered Voter Yes <u>X</u> No _____ Pre _____		
12	<u>Green Turner</u> Print Name <u>[Signature]</u> Signature	<u>6-15-22</u> Date	<u>8131 7th St</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <u>✓</u> No _____ Acreage <u>.46</u> Registered Voter Yes _____ No <u>✓</u> Pre _____		
13	<u>Donald L. Jones</u> Print Name <u>[Signature]</u> Signature	<u>6-15-22</u> Date	<u>8094 6th St</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>.46</u> Registered Voter Yes <u>✓</u> No _____ Pre _____		
14	<u>Barbara J. French</u> Print Name <u>Barbara J. French</u> Signature	<u>6-15-22</u> Date	<u>8133 6th St</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>.34</u> Registered Voter Yes <u>✓</u> No _____ Pre _____		
15	<u>Barbara J. French</u> Print Name <u>Barbara J. French</u> Signature	_____ Date	<u>8125 6th St</u> PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <u>X</u> No _____ Acreage <u>.32</u> Registered Voter Yes <u>X</u> No _____ Pre _____		

COMMISSION NO. 889456  
MY COMMISSION EXPIRES JULY 28, 2023

OFFICIAL STAMP

NAME OF DISTRICT: Terrebonne Sanitary District

Formation  Withdrawal  Annexation

PAMELA LYNN HORNERBERGER  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 989456  
MY COMMISSION EXPIRES JULY 28, 2023



OFFICIAL STAMP  
PAMELA LYNN HORNERBERGER  
NOTARY PUBLIC - OREGON



	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
16	<del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del>	<del>Landowner Yes ___ No ___ Acreage ___ Registered Voter Yes ___ No ___ Pre ___</del>
	<del>Signature</del>		<del>RESIDENCE ADDRESS (If Different)</del>	
17	<del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del>	<del>Landowner Yes ___ No ___ Acreage ___ Registered Voter Yes ___ No ___ Pre ___</del>
	<del>Signature</del>		<del>RESIDENCE ADDRESS (If Different)</del>	
18	<del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del>	<del>Landowner Yes ___ No ___ Acreage ___ Registered Voter Yes ___ No ___ Pre ___</del>
	<del>Signature</del>		<del>RESIDENCE ADDRESS (If Different)</del>	
19	<del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del>	<del>Landowner Yes ___ No ___ Acreage ___ Registered Voter Yes ___ No ___ Pre ___</del>
	<del>Signature</del>		<del>RESIDENCE ADDRESS (If Different)</del>	
20	<del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del>	<del>Landowner Yes ___ No ___ Acreage ___ Registered Voter Yes ___ No ___ Pre ___</del>
	<del>Signature</del>		<del>RESIDENCE ADDRESS (If Different)</del>	

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

County of Terrebonne State of Oregon day of October, 2022  
SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Notary Public for Oregon My Commission Expires: \_\_\_\_\_

Signature See Attached

NAME OF DISTRICT: Terrebonne Sanitary District

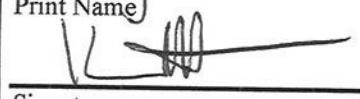



Formation  Withdrawal  Annexation

	PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY	
21	<u>Wanda M. Hill</u> Print Name <u>Wanda Hill</u> Signature	<u>6/15/22</u> Date	<u>8133 6<sup>TH</sup> ST</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Acreage <u>.34</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>	I, <u>Nick Keeble</u> , certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: <u>Nick Keeble</u>  County of _____ State of _____ day of _____, 20____ My Commission Expires: _____ SUBSCRIBED AND SWORN before me this _____ day of _____, 20____ Notary Public for Oregon Signature <u>See Attached</u> COMM/ISSUED BY: <u>STANLEY</u> MY COMMISSION NO: <u>989456</u> MY COMMISSION EXPIRES: <u>JULY 28, 2023</u>
22	<u>KEVEN SWIFT</u> Print Name <u>Keven Swift</u> Signature	 Date	<u>8345 5<sup>TH</sup> ST</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.46</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>	
23	<u>Daniel Singleton</u> Print Name <u>D Singleton</u> Signature	<u>6/19/22</u> Date	<u>8069 7<sup>TH</sup> ST</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>.34</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>	
24	 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 <input type="checkbox"/>	
25	 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 <input type="checkbox"/>	

OFFICIAL STAMP  
STAN HORNER  
OREGON

NAME OF DISTRICT: Terrebonne Sanitary 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
26 <u>KAYLA JEFFREY</u> Print Name  Signature	<u>6/16/22</u> Date	<u>8320 US-97 Terrebonne OR 97160</u> PROPERTY ADDRESS <u>64415 Old Bend Redmond Hwy Bend OR 97703</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.64</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
27 <u>Danielle C. Fisher</u> Print Name  Signature	<u>6/16/22</u> Date	<u>11th Street 8611 HWY 97 Terrebonne OR 97160</u> PROPERTY ADDRESS <u>2697 NE 6th DR Redmond Oregon</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>1.16</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
28 <u>Ted Fehrenbacher</u> Print Name  Signature	<u>6/17/22</u> Date	(TAX LOTS 1600, 1700, 1701) <u>8222 N. Hwy 97 Terrebonne</u> PROPERTY ADDRESS <u>7025 NW Lone Pine LN Terrebonne</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.85</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
29 <u>Kristin Yudin</u> Print Name  Signature	<u>6/17/22</u> Date	<u>400 NW Smith Park Way Terrebonne OR 97160</u> PROPERTY ADDRESS <u>1777 SW Thon Ave Bend OR 97702</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>1.49</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
30 _____ Print Name _____ Signature	_____ Date	_____ PROPERTY ADDRESS _____ RESIDENCE ADDRESS (If Different)	Landowner Yes _____ No _____ Acreage _____ Registered Voter Yes _____ No _____ Pre _____

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

County of \_\_\_\_\_ State of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Notary Public for Oregon

Signature See Attached

My Commission Expires: PAMELA RIGGS  
 NOTARY PUBLIC - 989456  
 COMMISSION NO. 989456  
 COMMISSION EXPIRES JULY 28, 2023  
 (affix in back of petition)



NAME OF DISTRICT: Terrebonne Sanitary 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
<del>Print Name</del>	<del>Date</del>	<del>PROPERTY ADDRESS</del>	<del>Landowner Yes No Acreage Registered Voter Yes No Pre</del>
<del>Signature</del>	<del>Date</del>	<del>RESIDENCE ADDRESS (If Different)</del>	<del>Landowner Yes No Acreage Registered Voter Yes No Pre</del>
32 Deryl J. Ferguson	6/17/22	648 NW 11 <sup>th</sup> , TERREBONNE	Landowner Yes <input checked="" type="checkbox"/> No Acreage 4.91 Registered Voter Yes <input checked="" type="checkbox"/> No Pre
Deryl J. Ferguson	6/17/22	1971 NW Canyon Dr Redmond 97756	Landowner Yes <input checked="" type="checkbox"/> No Acreage Registered Voter Yes <input checked="" type="checkbox"/> No Pre
33 Deryl L Ferguson	6/17/22	8066 11 <sup>th</sup> ST <del>1971 NW</del> TERREBONNE	Landowner Yes <input checked="" type="checkbox"/> No Acreage 0.48 Registered Voter Yes <input checked="" type="checkbox"/> No Pre
Deryl L Ferguson	6/17/22	1971 NW Canyon Dr Redmond 97756	Landowner Yes <input checked="" type="checkbox"/> No Acreage Registered Voter Yes <input checked="" type="checkbox"/> No Pre
34 Deryl L Ferguson	6/17/22	8040 11 <sup>th</sup> ST TERREBONNE	Landowner Yes <input checked="" type="checkbox"/> No Acreage 0.50 Registered Voter Yes <input checked="" type="checkbox"/> No Pre
Deryl L Ferguson	6/17/22	Redmond or 1971 NW Canyon Dr 97756	Landowner Yes <input checked="" type="checkbox"/> No Acreage Registered Voter Yes <input checked="" type="checkbox"/> No Pre
35 Deryl L Ferguson	6/17/22	8421 11 <sup>th</sup> ST TERREBONNE	Landowner Yes <input checked="" type="checkbox"/> No Acreage 1.70 Registered Voter Yes <input checked="" type="checkbox"/> No Pre
Deryl L Ferguson	6/17/22	97756 1971 NW Canyon Dr Redmond OR.	Landowner Yes <input checked="" type="checkbox"/> No Acreage Registered Voter Yes <input checked="" type="checkbox"/> No Pre

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

County of State of day of July, 2022  
 SUBSCRIBED AND SWORN before me this  
 Notary Public for Oregon  
 Signature See Attached

MY COMMISSION EXPIRES JULY 28, 2023  
 NOTARY PUBLIC FOR OREGON  
 MY STAMP  
 NOTARY PUBLIC FOR OREGON  
 COMMISSION NO. 889456  
 MY COMMISSION EXPIRES JULY 28, 2023

NAME OF DISTRICT: Terrebonne Sanitary 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
36 <u>Michael Crumrine</u> Print Name <u>[Signature]</u> Signature	Date	<u>844 C Avenue Terrebonne</u> PROPERTY ADDRESS <u>13998 SW Prairie, Terrebonne</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.11</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
37 <u>Michael Crumrine</u> Print Name <u>[Signature]</u> Signature	Date	<u>888 C Avenue Terrebonne</u> PROPERTY ADDRESS <u>13998 SW Prairie, Terrebonne</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.11</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
38 <u>Michael Crumrine</u> Print Name <u>[Signature]</u> Signature	Date	<u>8344 11th St Terrebonne</u> PROPERTY ADDRESS <u>13998 SW Prairie, Terrebonne</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.96</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
39 <u>Michael Crumrine</u> Print Name <u>[Signature]</u> Signature	Date	<u>8330 11th St Terrebonne</u> PROPERTY ADDRESS <u>13998 SW Prairie, Terrebonne</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.23</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
40 <u>Robert L. Troy</u> Print Name <u>[Signature]</u> Signature	Date	<u>(TAXLOT 1200)</u> PROPERTY ADDRESS <u>8250 6th St Terrebonne</u> <u>89365 Ferry Dr Clatsop 97143</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>1.70</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>

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

County of State of day of My Commission Expires: 10/05/2022  
SUBSCRIBED AND SWORN before me this 20  
Notary Public for Oregon

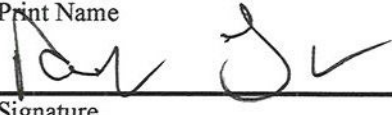


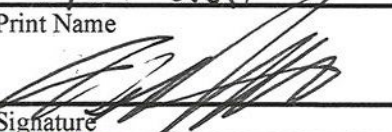
Signature See Attached





NAME OF DISTRICT: Terrebonne Sanitary District

Formation  Withdrawal  Annexation

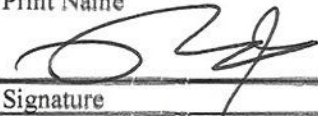
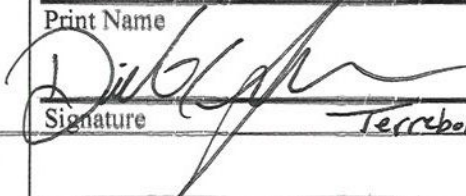
PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/ REGISTERED VOTER IN THE PROPOSED TERRITORY
41 <u>Robert Trout</u> Print Name  Signature	<u>6/24/22</u> Date	<u>8250 6<sup>th</sup> St. Terrebonne, OR</u> PROPERTY ADDRESS (TAXLOT 1201) <u>89365 Fern Dr. Elmira OR</u> RESIDENCE ADDRESS (If Different) 97437	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>0.46</u> Registered Voter Yes <input type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
42 <del><u>[Crossed out name]</u></del> Print Name <del></del> Signature	<del><u>[Crossed out date]</u></del> Date	<del><u>[Crossed out address]</u></del> PROPERTY ADDRESS <del><u>[Crossed out address]</u></del> 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 <input type="checkbox"/>
43 <u>Petra Vernon</u> Print Name  Signature	<u>6/28/22</u> Date	(TAXLOTS 1500, 1400) <u>8045 N. Hwy 97, Terrebonne</u> PROPERTY ADDRESS Bend OR 97760 <u>63565 Deschutes Mkt 97701</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>9.03</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
44 <u>Dylan Stott</u> Print Name  Signature	<u>7/15/22</u> Date	<u>8560 11<sup>th</sup> St. Terrebonne, OR 97760</u> PROPERTY ADDRESS " " RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (0.93) Acreage <u>1 acre</u> Registered Voter Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Pre <input type="checkbox"/>
45 <del>_____</del> Print Name <del>_____</del> Signature	<del>_____</del> Date	<del>_____</del> PROPERTY ADDRESS <del>_____</del> 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 <input type="checkbox"/>

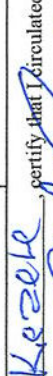
I, Nick Reale, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]

County of \_\_\_\_\_ State of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 NOTARY PUBLIC - OREGON  
 COMMISSION NO. 989456  
 (affix notary seal August 28, 2023)  
 SUBSCRIBED AND SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Notary Public for Oregon  
 Signature: See Attached

NAME OF DISTRICT: Terrebonne Sanitary District (2nd Submittal)


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 Jackson</u> Print Name  Signature	<u>8/15/22</u> Date	<u>653 N.W Smith Rock Way</u> PROPERTY ADDRESS  RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>0.30</u> Registered Voter Yes <input checked="" type="checkbox"/> No _____ Pre _____
2	<u>Danielle C. Fuller</u> Print Name  Signature	<u>8/16/22</u> Date	<u>8060 11<sup>th</sup> Street Terrebonne OR</u> PROPERTY ADDRESS <u>2697 Ne 6<sup>th</sup> DR Redmond</u> RESIDENCE ADDRESS (If Different)	Landowner Yes <input checked="" type="checkbox"/> No _____ Acreage <u>1.16</u> 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, Dick Keizer certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: 

County of Deschutes State of OREGON  
 SUBSCRIBED AND SWORN before me this 18<sup>th</sup> day of AUGUST, 2022  
 Notary Public for Oregon PAMELA L. HORNBERGER My Commission Expires: 7/28/23

Signature:   
 (affix notary stamp)

OFFICIAL STAMP  
  
 PAMELA LYNN HORNBERGER  
 NOTARY PUBLIC - OREGON  
 COMMISSION NO. 989456  
 MY COMMISSION EXPIRES JULY 28, 2022

State of Oregon Notarial Certificate (ORS Ch. 194.280, 194.285)

Verification on Oath or Affirmation

State of OREGON

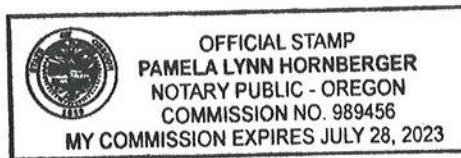
County of DESCHUTES

Signed and sworn to (or affirmed) before me on (date) JULY 22, 20 22

by (name(s) of individuals making statement) NICK VAN KEZELE

*[Handwritten Signature]*  
Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 9 of a \* TERREBONNE SANITARY DISTRICT FORMATION SIGNATURES (title or type of document), dated JULY 22, 20 22, consisting of 9 pages.

**ATTACHMENT D**

Economic Feasibility Statement

# Economic Feasibility Statement

*Prepared for*

**Terrebonne Sanitary 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](http://www.parametrix.com)

# CITATION

Economic Feasibility Statement.  
Prepared by Parametrix  
Bend, Oregon.  
August 2022.

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# 1. SERVICES AND FUNCTIONS OF THE PROPOSED DISTRICT

## 1.1 Background

The unincorporated community of Terrebonne, Oregon, does not currently have a municipal wastewater facility, leaving all businesses and residents dependent upon onsite wastewater systems (septic tanks with drainfields, drill holes, or sand filters). The increasing age of septic systems and the low permeability of soils in Terrebonne, is resulting in an increasing trend of onsite system failures, surfacing effluent, exorbitant repair/replacement costs, and business closures. The downtown core area of Terrebonne that includes both commercial and residential zoned land is not well suited for onsite wastewater disposal. The area has a shallow bedrock that is typically within 24 inches of the ground surface.

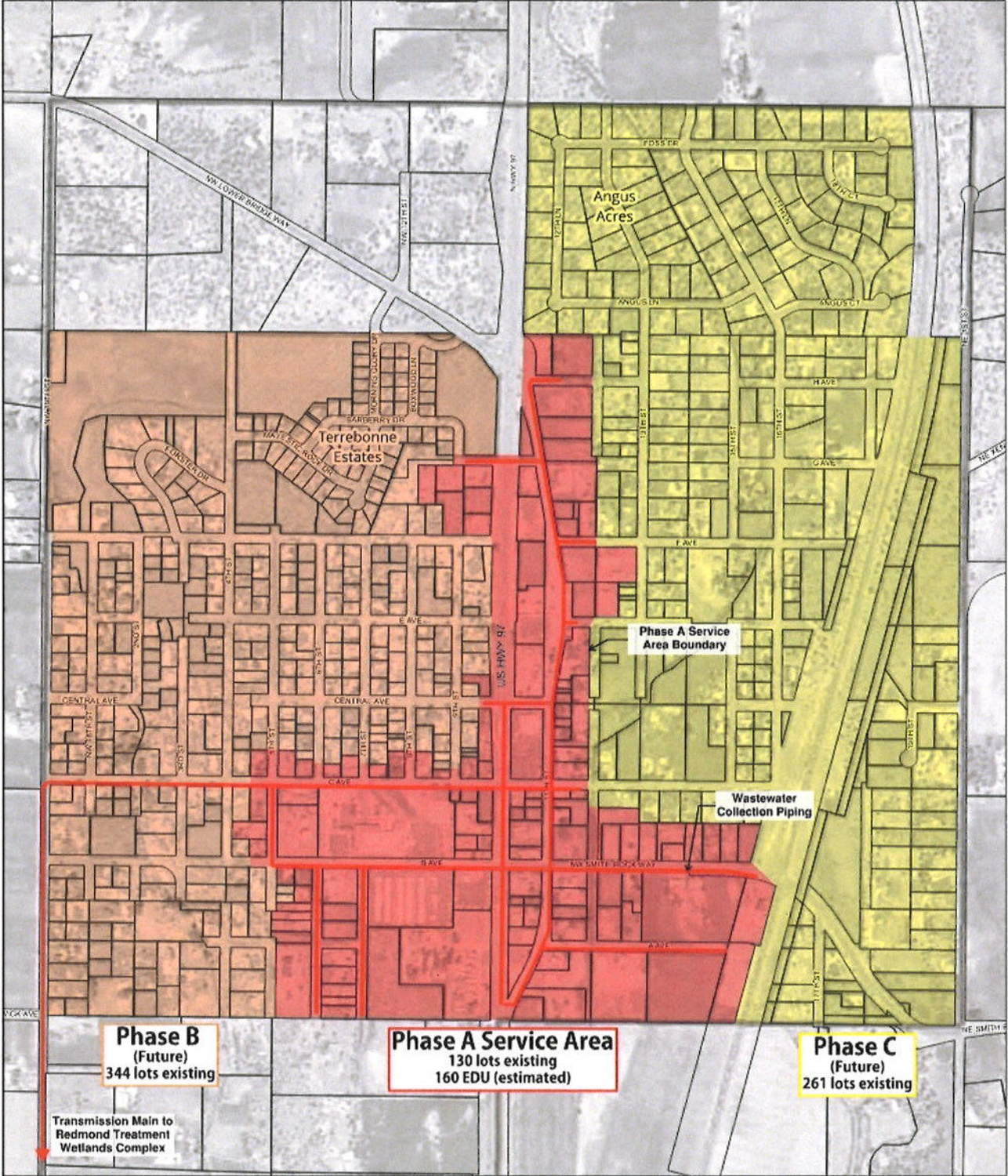
To make matters worse, the area is platted with small lot sizes lacking adequate drainfield reserve area. Many lots have been denied Septic System approval by ODEQ and Deschutes County due to inadequate lot areas and/or poor soil permeability. Unfortunately, these conditions limit the ability of new and existing businesses and residents to exist in Terrebonne. Both Deschutes County and Oregon DEQ agree that for Terrebonne, a community sewer is the only sound, long-term solution.

Considering a community sewer requires an authority to manage and operate the system, the formation of a new special district is being proposed. The special district being proposed is a sanitary district as defined by Oregon Revised Statutes (ORS) Chapter 450 and will be referred to as the Terrebonne Sanitary District (TSD). The purpose of this Economic Feasibility Statement is to meet the requirements of ORS 198.749.

## 1.2 Service Area and Phasing

Per the most recent feasibility study, the recommended sewage collection and treatment alternative involves a Septic Tank Effluent Pump (STEP) pressurized collection system that pumps septic tank effluent to the proposed City of Redmond Treatment Wetlands Complex for treatment. Three phases have been planned for the proposed STEP collection system in Terrebonne: Phase A - Commercial Core, Phase B – Residential West, and Phase C – Residential East. As described in prior sections, the highest concentration of septic system problems and support for a sewer system exists within the Commercial Core Area, defined by Phase A. Properties within Phase A generally include commercial uses and residences on small lots lacking adequate drainfield and reserve areas. Properties outside the commercial core in Phases B and C are generally residential with larger lots and less urgent septic system problems at the time of this study. The STEP collection system has been planned to ultimately serve the entire Terrebonne community at full-buildout, but only construction of Phase A is proposed for funding and construction at this time. A figure showing the preliminary district boundaries with anticipated phasing is below:





Parametrix DATE: 4/26/2022



**Terrebonne Sanitary District**  
SERVICE AREA BOUNDARY (PHASE A)

Figure 1-1 - Sanitary District Service Area and Phasing

## 1.3 Services and Functions Performed

The District will perform the following functions and provide the following services to the community of Terrebonne:

1. Provide a long-term, sustainable sanitary sewer collection and disposal system as an alternative to the historic use of septic drainfields and drill holes which will improve the public and environmental health in the community. In particular, the District will:
  - a. Apply for public infrastructure grants and loans to fund construction of the Phase A wastewater collection system.
  - b. Retain a civil engineer to prepare construction plans, specifications, and cost estimates for construction.
  - c. Retain an owner's representative/project manager to solicit contractor bids, manage construction schedules, inspect construction, and review contractor invoices.
  - d. Inform Terrebonne customers of the schedule, costs, and technical requirements for connection to the public sewer collection system.
2. Manage, operate, and maintain the Terrebonne 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 wastewater 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 wastewater system through proactive and reactive activities, with contracted assistance from a qualified maintenance contractor.
  - d. Review discharge meter volumes on a monthly basis and pay the City of Redmond for wastewater treatment charges, according to the Intergovernmental Agreement (IGA).

## 2. RELATIONSHIP TO OTHER GOVERNMENT SERVICES

There is the potential for TSD services to overlap with existing districts and government agencies in the area. The two existing entities that provide services and functions that relate to the TSD are the City of Redmond and the Terrebonne Water District.

### 2.1 City of Redmond

Based on the evaluation of wastewater system alternatives, the recommended alternative for Terrebonne is a STEP collection system and forcemain that discharges to the Redmond Treatment Wetlands Complex. This alternative presents the most cost-effective solution for the community, while also minimizing community impacts, environmental impacts, operational costs, and permit processes. This means that the TSD and City of Redmond will coordinate to provide a viable community sewer system for Terrebonne. The City of Redmond and Deschutes County have entered into a Memorandum of Understanding agreement regarding the intent for the Redmond Treatment Complex to accept effluent via the Terrebonne forcemain. An intergovernmental agreement (IGA) between the City of Redmond and the proposed TSD will be prepared, which will describe the terms, conditions, and costs for the City of Redmond 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 Redmond.

## 2.2 Terrebonne Water District

The Terrebonne Water District provides clean drinking water to its residents in Terrebonne. 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.

## 3. ECONOMIC FEASIBILITY STATEMENT

This section evaluates the economic feasibility of the proposed Terrebonne Sanitary District and outlines options for financing and implementing the proposed Phase A wastewater collection system improvements. To construct the proposed improvements, a financial plan acceptable to the District and its customers must be developed. It is anticipated that a combination of loans and grant funding will be obtained to construct the proposed Phase A collection system.

Below is a general summary of the District’s estimated infrastructure costs, proposed rate structure, SDCs, and future wastewater system budgets. A summary of debt capacity for various loan terms and interest rates is also provided. Generally, most utility rate structures include funding for periodic minor system improvements and maintenance items, payroll costs for staff, and a regular allocation for future improvements. As a new wastewater system with few connections proposed at the outset, there are currently no existing revenue streams, and a relatively high level of grant funding will be necessary to establish this new system with rates and fees that are affordable to Terrebonne customers.

### 3.1 Engineer’s Opinion of Probable Cost

The opinion of probable cost to construct the proposed Phase A collection system is \$3,830,320. 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 \$2.68 Million to \$5.75 Million, based on Class IV cost estimating standards (-30% to +50%). The cost estimate shown here and below in Table 3-1 below includes five main components, each of which is discussed further below. 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 estimates presented here. As the project moves forward, it may be necessary to update the costs as more information becomes available.

This opinion of probable cost only accounts for the construction costs anticipated to be borne by the District. A significant portion of the Phase A collection system is being designed and constructed concurrently with the ODOT US 97 improvements project in Terrebonne. Approximately \$1 million in ARPA grant funding was allocated to ODOT via Deschutes County to incorporate sewer system design and construction into the planned transportation improvements. The capital costs for the work associated with the ODOT project and the \$1 million in funding from Deschutes County are not borne by the District and are therefore not included in this economic feasibility statement.

Deschutes County has allocated \$1 million in grant funding to reimburse the City of Redmond for additional treatment capacity at the proposed wetlands treatment complex related to the Terrebonne system (\$2 million estimated cost borne by Redmond). Per discussions with the City of Redmond, it is

anticipated that 50% of the City’s Sewer SDC (for 5/8” meter) will be charged to the District for each EDU that is connected to the Terrebonne collection system. This assumes that approximately half of Redmond’s sewer SDC revenues are directed towards treatment infrastructure and the other half towards collection infrastructure, which Terrebonne does not participate in or benefit from. Half of the current \$4,371 SDC is \$2,185.50, which allows approximately 457 EDUs to be covered by the \$1 million grant. Once the \$1 million grant is fully spent on the discounted Redmond SDCs for the District, the District will be expected to begin reimbursing the City over time for the remaining treatment system capacity per the terms and conditions agreed upon in the forthcoming intergovernmental agreement.

**Table 3-1. Phase A Collection System Cost Estimate (Engineer’s Opinion of Probable Cost)**

Construction Item	Quantity	Unit	Unit Price	Estimated Cost
8-in Effluent Pressure Main	17,660	lf	\$120	\$2,119,200
6-in Effluent Pressure Main	1,810	lf	\$100	\$181,000
3-in Effluent Pressure Main	2,680	lf	\$80	\$214,400
1-in to 2-in Service Stubs w/ Valves	50	ea	\$2,000	\$100,000
Air Release Valve Assembly with Odor Filter	3	ea	\$2,000	\$6,000
Vault with Mag Meter, Sampling Port, and pH Monitor	1	ls	\$15,000	\$15,000
Connection to City of Redmond Manhole	1	ls	\$1,000	\$1,000
Odor Control	1	ls	\$5,000	\$5,000
Construction Subtotal				\$2,641,600
Contingency (20%)				\$528,320
Engineering and Surveying (10%)				\$264,160
Construction and Funding Management (10%)				\$264,160
Legal and Permitting (5%)				\$132,080
<b>Estimated Phase A Total</b>				<b>\$3,830,320</b>
<b>Class IV Project Cost Estimate (-30% to +50%)</b>				<b>\$2,681,224 - \$5,745,480</b>

ea = each; lf = linear foot; ls = lump sum

### 3.1.1 Construction Cost

Initial capital costs for Phase A include effluent pressure mains, fittings, valves, service stub-outs, metering, system monitoring, odor control, connection to the City of Redmond treatment system, construction contingency, and the related technical services described above.

Opinions of probable cost in this report are based on preliminary layouts of the proposed improvements, actual construction bidding results for similar work, published cost guides, information from material suppliers, and the author’s construction cost experience within the state of Oregon. Future changes in the cost of labor, equipment, and materials may justify comparable changes in the opinions of probable cost presented herein. Opinions of probable cost should be updated when funding applications are completed. When the community secures financing, a reserve factor should be added at that time for an estimated increase in cost due to inflation.

### 3.1.2 Construction Contingency

In recognizing that opinions of probable cost are based on very preliminary design, allowances must be made for variations in final quantities, bidding market conditions, adverse construction conditions, unanticipated specialized investigations, material and labor cost escalation, and other difficulties that cannot be foreseen at this time. A contingency factor of 20 percent of the construction cost has been added to cover these variables.

### 3.1.3 Engineering and Surveying

Engineering and surveying costs have been assumed at 10 percent of the construction cost. This includes costs for an engineering company to conduct preliminary surveys, perform detailed design analyses, prepare construction drawings, prepare construction specifications, and conduct construction stakeout surveys.

### 3.1.4 Construction and Funding Administration

Construction and funding management costs have been assumed at 10 percent of the construction cost. This allowance is intended to include project planning and budgeting, advertising construction bids, grant/loan administration, construction observation, reviewing product submittals, processing change orders, reviewing contractor invoices, and preparing as-built record drawings for the project.

### 3.1.5 Legal, Permitting, Administration

An allowance of 5 percent of the projected construction cost has been added for legal and permitting costs. This allowance is intended to include legal services, contract review, permit fees, and other related expenses associated with the project.

## 3.2 Public Infrastructure Grant and Loan Programs

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. If the District chooses to finance the wastewater system improvement project through funding sources administered by the IFA, USDA-RD, or DEQ, a One-Stop meeting must be scheduled. A One-Stop meeting will provide a forum to evaluate funding opportunities and find the most suitable funding package for the District.

Once the District is formed, it will schedule a One-Stop meeting with the IFA and attend with the board members, engineer, partner agency staff, and this report. After the One-Stop meeting, the District will be invited to submit funding applications to the funding programs identified by agencies as the best fit for the proposed project. Most likely, financing will come from a combination of sources. Below is a summary of potential grant and loan funding resources available for wastewater infrastructure projects. Proposed project financing is described further in Section 3.3.

### 3.2.1 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 Terrebonne 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 Terrebonne 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.

### 3.2.2 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. Based on correspondence with USDA, Terrebonne is unlikely to meet income requirements for USDA grant funding.

### 3.2.3 Oregon Department of Environmental Quality (DEQ)

DEQ provides water/wastewater funding options through the Clean Water State Revolving Fund. This program is expected see an influx of federal funding resulting from passage of the \$1.2 trillion

Infrastructure Investment and Jobs Act in 2021, which includes \$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, boating, irrigation, 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.<sup>1</sup> As with the other funding agencies, reduced interest rates may be available depending on the income levels in the project area.

### 3.3 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 income, O&M expenses, debt repayment, and reserves. Each of these four components is described further in the sections that follow.

Two financial forecast scenarios were prepared to illustrate 10-year cash flow projections based on different levels of grant funding, sewer rates, and SDCs. Scenario 1 (shown in Figure 3-1 and Table 3-2) assumes a combination of loan and grant funding for the \$3.8-million Phase A system improvements. If grant funding is assumed, SDCs and monthly rates are more affordable for Terrebonne customers. Scenario 2 (shown in Figure 3-2 and Table 3-3) is based on debt funding alone (no grants); the higher loan principal means SDCs and monthly rates may pose financial hardships to customers.

Both scenarios assume up-front connection charges will be collected from each customer and forecast O&M and future capital outlays. Both financial plan figures detail the rate and EDU assumptions by year. At startup, 160 EDUs are anticipated to connect to the collection system. EDUs are anticipated to increase by approximately 10 EDUs in the commercial core area (Phase A) every year.

Sewer rates have been adjusted year-over-year for inflation assuming a 3 percent annual average cost inflation. 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 Terrebonne customers.

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<sup>1</sup> Interest rates depend on term, community size, and income per the DEQ website as of May 2022.

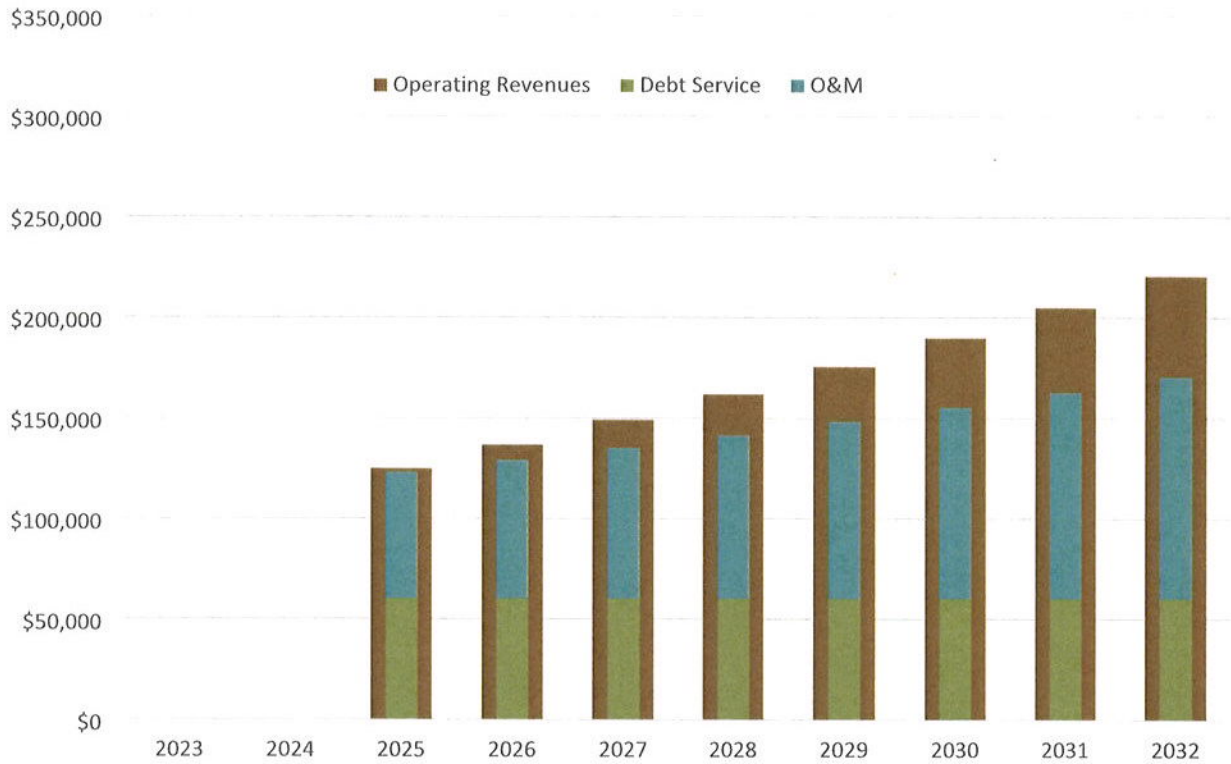


Figure 3-1. Annual Operating Budget, Scenario 1 (Grant Funding Assumed)

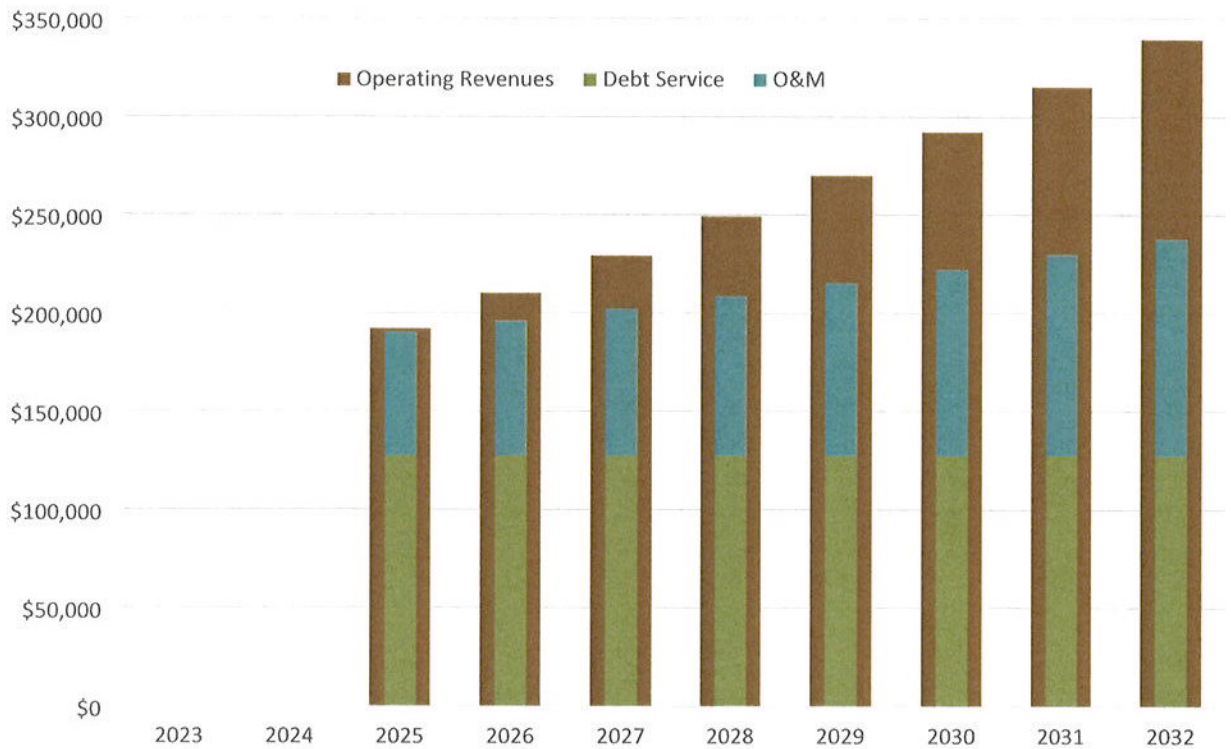


Figure 3-2. Annual Operating Budget, Scenario 2 (No Grant Funding Assumed)



**Table 3-2. Annual Operating Budget, Scenario 1 (Grant Funding Assumed)**

Year	(funding) 2023	(construction) 2024	(startup) 2025	2026	2027	2028	2029	2030	2031	2032
Cost index (3% cost inflation annual average)			1.00	1.03	1.06	1.09	1.13	1.16	1.19	1.23
EDUs			160	170	180	190	200	210	220	230
Monthly Rate per EDU <sup>3</sup>			\$65.00	\$66.95	\$68.96	\$71.03	\$73.16	\$75.35	\$77.61	\$79.94
<b>Beginning Balance</b>	\$ -	\$ 3,166,704	\$ 100,000	\$ 81,781	\$ 117,235	\$ 158,937	\$ 207,201	\$ 262,354	\$ 324,736	\$ 394,703
<b>Operating Revenues</b>										
Charges for Services	\$0	\$0	\$124,800	\$136,578	\$148,950	\$161,942	\$175,579	\$189,889	\$204,899	\$220,639
<b>Total Operating Revenues</b>	-	-	<b>124,800</b>	<b>136,578</b>	<b>148,950</b>	<b>161,942</b>	<b>175,579</b>	<b>189,889</b>	<b>204,899</b>	<b>220,639</b>
<b>Operation, Maintenance &amp; Replacement Expenses</b>										
Personal Services <sup>5</sup>	\$ -	\$ -	\$ 9,600	\$ 10,506	\$ 11,458	\$ 12,457	\$ 13,506	\$ 14,607	\$ 15,761	\$ 16,972
Materials & Services <sup>4</sup>	\$ -	\$ -	\$ 22,000	\$ 23,973	\$ 26,045	\$ 28,220	\$ 30,501	\$ 32,894	\$ 35,404	\$ 38,034
Other Operating Expense - COR WW Treatment <sup>1</sup>	\$ -	\$ -	\$ 31,277	\$ 34,229	\$ 37,329	\$ 40,585	\$ 44,003	\$ 47,589	\$ 51,351	\$ 55,296
<b>Total OM&amp;R</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 62,877</b>	<b>\$68,708</b>	<b>\$74,832</b>	<b>\$81,262</b>	<b>\$88,010</b>	<b>\$95,090</b>	<b>\$102,516</b>	<b>\$110,302</b>
(Average Annual OM&R Expense per EDU)			\$ 393	\$ 404	\$ 416	\$ 428	\$ 440	\$ 453	\$ 466	\$ 480
<b>Debt Service</b>										
Net Revenue Avail. For Debt Service	\$0	\$0	\$61,923	\$67,870	\$74,118	\$80,680	\$87,569	\$94,799	\$102,383	\$110,338
Proposed Debt <sup>2</sup>		\$0	\$60,142	\$60,142	\$60,142	\$60,142	\$60,142	\$60,142	\$60,142	\$60,142
<b>Total Debt Service</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,142</b>	<b>\$60,142</b>	<b>\$60,142</b>	<b>\$60,142</b>	<b>\$60,142</b>	<b>\$60,142</b>	<b>\$60,142</b>	<b>\$60,142</b>
<b>Other Activities</b>										
Cash Available After Debt Service	\$0	\$0	\$1,781	\$7,728	\$13,976	\$20,538	\$27,427	\$34,656	\$42,241	\$50,195
Loan Proceeds/Drawdowns	1,366,704	763,616	0	0	0	0	0	0	0	0
Capital Outlay	0	(3,830,320)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Loan Payoff	0	0	(763,616)	0	0	0	0	0	0	0
Grant 47% Tot Cost	1,800,000	0	0	0	0	0	0	0	0	0
Interest Income	0	0	0	0	0	0	0	0	0	0
SDC revenue \$ 4,773 /EDU	0	0	763,616	47,726	47,726	47,726	47,726	47,726	47,726	47,726
Equipment replacement transfers	0	0	0	0	0	0	0	0	0	0
<b>Net Other Activity</b>	<b>\$3,166,704</b>	<b>(\$3,066,704)</b>	<b>(\$20,000)</b>	<b>\$27,726</b>	<b>\$27,726</b>	<b>\$27,726</b>	<b>\$27,726</b>	<b>\$27,726</b>	<b>\$27,726</b>	<b>\$27,726</b>
Adjustments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Ending Fund Balance</b>	<b>\$3,166,704</b>	<b>\$ 100,000</b>	<b>\$ 81,781</b>	<b>\$117,235</b>	<b>\$158,937</b>	<b>\$207,201</b>	<b>\$ 262,354</b>	<b>\$ 324,736</b>	<b>\$ 394,703</b>	<b>\$ 472,625</b>
<b>Debt Service Coverage</b>			<b>1.03</b>	<b>1.13</b>	<b>1.23</b>	<b>1.34</b>	<b>1.46</b>	<b>1.58</b>	<b>1.70</b>	<b>1.83</b>

Notes:

<sup>1</sup> Based on assumed treatment charges of \$16.29/EDU/Month=\$196/EDU/year (in 2025) to cover City of Redmond charges to TSD by metered volume at \$2.63/1000 gallons/month

<sup>2</sup> Based on 30 year term and 0.96% interest rate and including 0.50% annual fee

<sup>3</sup> Monthly rate as % of median household income: 1.37%

<sup>4</sup> Based on estimates from contractor: \$127.50/EDU/year plus \$1,600/year for collection system maintenance

<sup>5</sup> An estimate based on information received from utility billing service and additional cost required for in-house district personal services

**Table 3-3. Annual Operating Budget, Scenario 2 (No Grant Funding Assumed)**

Year	(funding)	(construction)	(startup)	2026	2027	2028	2029	2030	2031	2032
	2023	2024	2025							
Cost index (3% cost inflation annual average)			1.00	1.03	1.06	1.09	1.13	1.16	1.19	1.23
EDUs			160	170	180	190	200	210	220	230
Monthly Rate per EDU <sup>3</sup>			\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41	\$122.99
<b>Beginning Balance</b>	\$ -	\$ 2,893,459	\$ 100,000	\$ 81,796	\$ 140,684	\$ 212,483	\$ 297,839	\$ 397,427	\$ 511,951	\$ 642,141
<b>Operating Revenues</b>										
Charges for Services	\$0	\$0	\$192,000	\$210,120	\$229,154	\$249,142	\$270,122	\$292,137	\$315,230	\$339,445
<b>Total Operating Revenues</b>	<b>-</b>	<b>-</b>	<b>192,000</b>	<b>210,120</b>	<b>229,154</b>	<b>249,142</b>	<b>270,122</b>	<b>292,137</b>	<b>315,230</b>	<b>339,445</b>
<b>Operation, Maintenance &amp; Replacement Expenses</b>										
Personal Services <sup>5</sup>	\$ -	\$ -	\$ 9,600	\$ 10,506	\$ 11,458	\$ 12,457	\$ 13,506	\$ 14,607	\$ 15,761	\$ 16,972
Materials & Services <sup>4</sup>	\$ -	\$ -	\$ 22,000	\$ 23,973	\$ 26,045	\$ 28,220	\$ 30,501	\$ 32,894	\$ 35,404	\$ 38,034
Other Operating Expense - COR WW Treatment <sup>1</sup>	\$ -	\$ -	\$ 31,277	\$ 34,229	\$ 37,329	\$ 40,585	\$ 44,003	\$ 47,589	\$ 51,351	\$ 55,296
<b>Total OM&amp;R</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 62,877</b>	<b>\$68,708</b>	<b>\$74,832</b>	<b>\$81,262</b>	<b>\$88,010</b>	<b>\$95,090</b>	<b>\$102,516</b>	<b>\$110,302</b>
		OMR/EDU	\$ 393	\$ 404	\$ 416	\$ 428	\$ 440	\$ 453	\$ 466	\$ 480
<b>Debt Service</b>										
Net Revenue Avail. For Debt Service	\$0	\$0	\$129,123	\$141,412	\$154,322	\$167,880	\$182,112	\$197,047	\$212,714	\$229,143
Proposed Debt <sup>2</sup>			\$0	\$127,328	\$127,328	\$127,328	\$127,328	\$127,328	\$127,328	\$127,328
<b>Total Debt Service</b>	<b>\$0</b>	<b>\$0</b>	<b>\$127,328</b>	<b>\$127,328</b>	<b>\$127,328</b>	<b>\$127,328</b>	<b>\$127,328</b>	<b>\$127,328</b>	<b>\$127,328</b>	<b>\$127,328</b>
<b>Other Activities</b>										
Cash Available After Debt Service	\$0	\$0	\$1,796	\$14,085	\$26,995	\$40,552	\$54,784	\$69,719	\$85,386	\$101,816
Loan Proceeds/Drawdowns	2,893,459	1,036,861	0	0	0	0	0	0	0	0
Capital Outlay	0	(3,830,320)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Loan Payoff	0	0	(1,036,861)	0	0	0	0	0	0	0
Grant	0	0	0	0	0	0	0	0	0	0
Interest Income	0	0	0	0	0	0	0	0	0	0
SDC revenue \$ 6,480 /EDU	0	0	1,036,861	64,804	64,804	64,804	64,804	64,804	64,804	64,804
Equipment replacement transfers	0	0	0	0	0	0	0	0	0	0
<b>Net Other Activity</b>	<b>\$2,893,459</b>	<b>(\$2,793,459)</b>	<b>(\$20,000)</b>	<b>\$44,804</b>	<b>\$44,804</b>	<b>\$44,804</b>	<b>\$44,804</b>	<b>\$44,804</b>	<b>\$44,804</b>	<b>\$44,804</b>
Adjustments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Ending Fund Balance</b>	<b>\$ 2,893,459</b>	<b>\$ 100,000</b>	<b>\$ 81,796</b>	<b>\$ 140,684</b>	<b>\$ 212,483</b>	<b>\$ 297,839</b>	<b>\$ 397,427</b>	<b>\$ 511,951</b>	<b>\$ 642,141</b>	<b>\$ 788,761</b>
<b>Debt Service Coverage</b>			1.01	1.11	1.21	1.32	1.43	1.55	1.67	1.80

Notes:

<sup>1</sup> Based on assumed treatment charges of \$16.29/EDU/Month=\$196/EDU/year (in 2025) to cover City of Redmond charges to TSD by metered volume at \$2.63/1000 gallons/month

<sup>2</sup> Based on 30 year term and 0.96% interest rate and including 0.50% annual fee

<sup>3</sup> Monthly rate as % of median household income: 2.12%

<sup>4</sup> Based on estimates from contractor: \$127.50/EDU/year plus \$1,600/year for collection system maintenance

<sup>5</sup> An estimate based on information received from utility billing service and additional cost required for in-house district personal services

### 3.4 Income

A crucial consideration for the District’s financial plan is initial funding sources and the District’s eligibility for grant funding in order to moderate customer sewer bills. Most likely, the funding for the initial Phase A project construction will come from a combination grants and loans from funding agencies. District representatives will participate in a One-Stop meeting with state and federal agencies to further evaluate funding options (see Section 3.2 for more information).

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 (referred to as a “debt service coverage”). The financial forecasts presented in the previous section assume a debt service coverage ratio (DSCR) of greater than 1.00. The budget also includes provisions for a debt-service reserve, which is discussed further in Section 3.7.

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, 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 median household income (MHI) for the Terrebonne Census-Designated Place is \$56,736, and the boundary roughly matches the unincorporated community boundary and ultimate sewer service area. It is, therefore, considered a reasonable representation of demographics for the purposes of this study. See Figure 3-3 below.

Based on the affordability thresholds described above, a 1 to 2 percent annual sewer service cost as a percentage of Terrebonne MHI would correlate to a monthly sewer service cost between \$47.28 and \$94.56 (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 3-3. Summary of 2020 Census Data for the Terrebonne CDP

Source: US Census Data Website (Source Tables in Blue), <https://data.census.gov/cedsci/profile?g=1600000U54172800>

By definition, each residential dwelling is counted as one EDU. The quantity of EDUs associated with commercial users is calculated by dividing the average water usage of each by the average water usage of residential dwellings in Terrebonne. In the initial Phase A service area, there are approximately 70 residential dwellings and 33 commercial users. Based on metered water usage data, these 33 commercial users account for approximately 90 commercial EDUs. The total of existing residential and commercial EDUs is estimated to be approximately 160 EDU in the Phase A service area.

For the purposes of this study, it was assumed that small businesses with average flows equal to or less than that of an average residence would be charged system development charges (SDCs) and monthly rates for one EDU. Larger businesses with average flows greater than that of an average residence will be charged SDCs and monthly rates accordingly, each ranging from 2 EDUs or more, depending on metered water usage. 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.

In Scenario 1 (\$1.8 million grant funding assumed), the monthly sewer rate per EDU is \$65 per EDU, which is comparable to other regional communities. Assuming 160 EDUs in year 1 (2025) at startup, this monthly rate results in an initial annual operating revenue of \$124,800. This is sufficient to cover projected annual operating expenses including \$62,877 for operation, maintenance, and repair (OM&R) and \$60,142 for debt service. This monthly sewer rate of \$65/EDU translates to an annual cost per household of roughly \$780, which represents 1.37 percent of the median household income in Terrebonne (\$56,736 per 2020 U.S. Census Data). At the outset in 2025, the DSCR is calculated to be 1.03 and then later increasing as revenues grow while debt service remains the same year over year.

In Scenario 2 (no grant funding assumed), the monthly sewer rate must be higher at \$100 per EDU cover the additional debt service for capital construction. Assuming 160 EDUs in year 1 (2025) at startup, this monthly rate results in an initial annual operating revenue of \$192,000. This annual revenue is sufficient to cover projected annual operating expenses including \$62,877 for OM&R and \$127,328 for debt service. This monthly sewer rate of \$100 translates to an annual cost per household of roughly \$1,200, which represents 2.12 percent of the median household income in Terrebonne (\$56,736). Because this percentage exceeds 2 percent, this monthly rate of \$100/month is expected to impose a substantial economic hardship on households. At the outset in 2025, the DSCR is calculated to be 1.01 and then later increasing as revenues grow and debt service remains the same year over year.

If the District is formed and moves forward with the design and construction of the proposed Phase A wastewater collection system project, an SDC will need to be established to help cover costs from this project and allocate funding for past and future capital projects. A detailed SDC analysis is beyond the scope of this preliminary engineering report. This SDC analysis is only preliminary and will need to be reassessed when actual costs, funding sources, etc., are better known. Outlined below is a preliminary SDC analysis to provide a rough estimate of the SDC that would be assessed to Terrebonne customers who connect to the wastewater system. The reimbursement and improvement components below need to be considered first, in order to estimate the total SDC described at the end of the list:

- **Reimbursement** – The reimbursement fee recovers the cost of the customer’s fair share of existing system assets with available capacity for wastewater collection, transmission,

treatment, and disposal. The reimbursement fee is based on the value of available capacity for wastewater infrastructure that is already constructed or under construction. For Terrebonne, the reimbursement SDC would reimburse the District for costs incurred to construct the proposed Phase A collection system. The estimated Phase A project cost is \$3.8 million. The Phase A infrastructure includes pressure sewer mains and the 8-inch force main to Redmond, which is designed to serve the entire Terrebonne community (1,054 EDUs) at full-buildout. Assuming this reimbursable construction cost is divided among the 1,054 EDUs projected at full buildout, the estimated reimbursement SDC would be approximately \$3,634 per EDU.

- **Improvement** – Improvement SDCs recover costs associated with capital improvements to be constructed in the future. While phasing plans have been prepared for expanding the collection system to outlying residential areas in Terrebonne, the extent and timing of these projects is uncertain. To allocate funds for future system expansion, improvement costs are assumed to be \$3 million. Assuming this improvement cost of \$3 million is divided among the 1,054 EDUs projected at full buildout, the Improvement SDC would be approximately \$2,846 per EDU.
- **Total SDC** – The total SDCs are the sum of the reimbursement and improvement components. The estimated total SDCs would be \$6,480 (\$3,634 + \$2,846). This total represents a worst-case scenario and assumes the entire project would be paid for through a state or federal loan. Although not guaranteed to be awarded to the District, this amount can be reduced through applying for and acquiring grants to effectively reduce the overall direct capital expenditure by the District. For instance, if the District was to secure \$1.8 million in grant funding for Phase A initial reimbursement costs for Phase A would be reduced by \$1.8 million and the total SDCs would equate to \$4,773. Please see Table 3-4 below for a summary of estimated sewer rates, SDCs, and revenues for both scenarios.

**Table 3-4. Estimated Sewer Fees and Initial Revenues**

	Scenario 1 (\$1.8 M grant funding)	Scenario 2 (no grant funding)
Monthly Rate per EDU	\$65	\$100
SDC Hookup Fee per EDU	\$4,773	\$6,480
Initial Operating Revenues (160 EDU in 2025)	\$124,800	\$192,000
Initial SDC Revenue (160 EDU in 2025)	\$763,616	\$1,036,861
Annual Sewer Cost % of MHI	1.37%	2.12%

EDU = equivalent dwelling unit; M = million; MHI = median household income; SDC = system development charge

### 3.5 Annual Operation and Maintenance Costs

O&M expenses are typically categorized into three types:

- **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 \$5/EDU/month was used. Because of the small scale of the district area at startup, it is possible that a third-party billing and customer call center service may be beneficial for the District. Estimates from an existing third-party vendor were provided at \$1.90/EDU/month for a 2,000-customer system. An additional \$3.10 was included to cover

economy of scale for the small Terrebonne system, as well as for miscellaneous services performed by District personnel. This results in a budgeted annual administrative expense of \$10,185 assuming 160 EDUs at startup in 2025.

- **Materials and Services** – Contractor estimates were solicited for the materials and services portion of the OM&R costs. These were estimated to be \$127.50/EDU/year for preventative maintenance, reactive maintenance, repair and replacement, and tank pumping plus an additional \$1,600 per year for the collection system maintenance such as pressure main repairs, valve maintenance, odor control, etc. This results in a budgeted annual OM&R expense of \$23,340 assuming 160 EDUs at startup in 2025.
- **City of Redmond Treatment Charges** – The proposed wastewater collection system in Terrebonne will benefit from the treatment services provided by the Redmond Wetlands Complex. The District will be responsible for paying related wastewater treatment charges to the City of Redmond. Per coordination with the City of Redmond, the charge will be approximately \$2.63/1,000 gallons/month based on metered discharge volume. Assuming a conservative average daily flow of approximately 200 gallons/day/EDU, the budgeted amount for treatment charges (in 2025) is \$16.29/EDU/month or \$196/EDU/year to cover these City of Redmond charges to the District. This results in a budgeted annual expense of \$33,182 for Redmond treatment charges assuming 160 EDUs at startup in 2025.

### 3.6 Debt Repayments

For purposes of estimating long-term debt service on the infrastructure loans, a 30-year loan was assumed with a 0.96 percent interest rate and a 0.5 percent annual fee on the principal balance. The anticipated long-term loan amounts for both scenarios were decreased by the funding available through SDCs, as described in Section 3.4 and shown in Table 3-4. Therefore, a secondary short-term loan is also included in both budget scenarios based on a 5-year term, 0.60 percent interest rate, and 0.5 percent annual fee on the principal balance. The intent of this secondary loan is to use SDC revenues for deferred coverage of construction costs and thus minimize the long-term loan principal balance and the related annual debt burden on the District and its customers.

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, 2022. According to the 2020 American Community Survey (U.S. Census Bureau Table S1901), the MHI for the Terrebonne Census-Designated Place is \$56,736 and the statewide Oregon MHI was reported to be \$65,667.

Assuming \$1.8 million in grant funding is awarded to the project (Scenario 1 as shown Table 3-2) the proposed debt service is calculated to be \$60,142 per year. Assuming no grants are awarded to the project (Scenario 2 as shown in Table 3-3), the proposed debt service is calculated to be \$127,328 per year. Table 3-5 below compares the debt repayment information for both scenarios in Year 1 of system operation (2025).

**Table 3-5. Debt Repayment Scenarios**

	Scenario 1	Scenario 2
Estimated total project cost	\$3,830,320	\$3,830,320
Assumed Grant Funding	\$1,800,000	\$0
Long-term CWSRF loan balance, repaid over 30 years (0.96% rate with 0.5 % annual fee on principal balance)	\$1,366,704	\$2,893,459
Short-term CWSRF loan balance, repaid within 5 years (0.60% rate with 0.5% annual fee on principal balance)	\$763,616	\$1,036,861
Net revenue available for debt service	\$61,923	\$129,123
Proposed debt service	\$60,142	\$127,328
Initial DSCR (1.00 minimum) *	1.03	1.01

\* Debt Service Coverage Ratio is expected to improve over time as revenues increase with added connections and debt repayment remains the same.  
CWSRF=Clean Water State Revolving Fund, DSCR=Debt Service Coverage Ratio

### 3.7 Reserves

In both scenarios, an additional \$100,000 is allocated in the long-term loan amounts 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.

In Scenario 1, this \$100,000 reserve is 4.7 percent of the \$2.1 million total loan principal and roughly 1.5 times greater than the \$65,778 annual (long-term) debt service. In Scenario 2, this \$100,000 reserve is 2.5 percent of the \$3.9 million total loan principal and roughly 72 percent of the annual (long-term) debt service. With this initial debt service reserve allocation, the end fund balance is kept at or above \$80,000 for all years in both scenarios.

In both scenarios, \$20,000 is set aside per year as capital outlay toward the future replacement of short-lived infrastructure assets (see

Table 3-6). For this system, these include a magnetic water meter, pH meter, sampling station, mainline control valves, air release valves, and service valves. It is conservatively assumed that these items may require replacement within 20 years, although they will likely function adequately well beyond this timeframe.

**Table 3-6. Short-Lived Asset Reserve**

Item	Quantity	Replacement Cost	Subtotal	Replacement Interval	Annual Allocation
Magnetic Water Meter	1	\$7,000	\$7,000	20	\$350
pH Meter	1	\$500	\$500	20	\$25
Sampling Station	1	\$500	\$500	20	\$25
Main Control Valves	40	\$3,300	\$132,000	20	\$6,600
Air Release Valves	5	\$2,000	\$10,000	20	\$500
Service Valves	100	\$2,500	\$250,000	20	\$12,500
Total Annual Allocation					\$20,000

### 3.8 Onsite Connection Costs

There are four basic scenarios for onsite upgrades that will be necessary for customers to connect to the proposed STEP collection system. The effluent pump sizing and related onsite upgrade costs for properties over 5 EDU will need to be determined on a case-by case basis. These are summarized below in Table 3-7, with cost ranges based on multiple contractor estimates.

**Table 3-7. Onsite System Upgrade Scenarios and Estimated Costs**

Scenario	Description	Estimated Onsite Upgrade Costs (to Property Owner)
R1	Residential property with a good-condition septic tank requiring retrofit installation of a ProPak system (BPP10DD, PF1005 pump)	\$8,250–\$13,750
R2	Residential property with a poor-condition septic tank requiring replacement with a Prelos Processor	\$15,000–\$25,000
C1	Commercial property (3–5 EDUs) with a good-condition septic tank requiring retrofit installation of a ProPak system (BPP30DD, PF3010 pump)	\$8,500–\$14,500
C2	Commercial property (3–5 EDUs) with a poor-condition septic tank requiring replacement with a 3,000-gallon septic tank and ProPak system (BPP30DD, PF3010 pump)	\$16,000–\$27,000

While these onsite system upgrade costs may be a financial burden for some property owners, there are several strategies the District can consider to ease this burden. DEQ has initiated a new program called the Onsite Septic Financial Aid Program (OSFAP), which provides grants to low- and moderate-income residents for onsite septic system repairs and upgrades to connect to public sewer. Once formed, the Terrebonne Sanitary District board will be eligible to apply for OSFAP funding on behalf of future Terrebonne customers who will need financial assistance. Other customers who do not qualify for these grants may be able to finance these onsite upgrades with a line of credit that is secured by equity in their property.

### 3.9 Summary

The need for a public wastewater system in the commercial core of the Terrebonne area (Phase A) is well established. The economic, public safety, and environmental health risks with continued use of onsite wastewater disposal systems are serious. Installation of a wastewater system would help businesses operate reliably and would facilitate development of new housing, jobs, and commerce in the community. The proposed STEP collection system and interconnection with the City of Redmond Wetlands Complex will provide Terrebonne with a reliable, quality wastewater system that will maintain regulatory compliance and meet the needs of the Terrebonne community into the future.

The key to implementing the proposed wastewater system improvements is the District's ability to acquire low-interest loan funding and grant funds. This will be critically important to keeping SDCs and monthly user rates affordable. In addition, the District will need to secure a high level of customer participation in the Phase A service area in order to secure loan funding, generate sufficient operating revenues, and cover operating expenses including debt service. Once formed, the District will also have the authority to enact an ordinance that compels all developed properties in the district to connect to the system, if necessary. If connection to the system is not mandated by ordinance, the District should consider strategies to incentivize connections within the service area, such as early hookup incentives, SDC payment plans, and financial aid programs.



'22AUG 4 11:06AM CLERK

**ATTACHMENT E**

Security Deposit (form SEL 704)

# Security Deposit

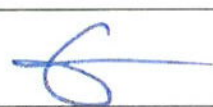
## Special District Formation or Reorganization

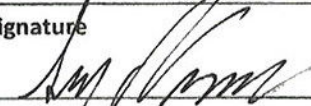
10/05/2022 Item #6.

rev 01/18  
ORS 198.775

Formation       Annexation       Withdrawal       Dissolution

District and Precinct Information		
Name of District TERREBONNE SANITARY DISTRICT		
Number of Precincts in District 1	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 TERREBONNE SANITARY _____ district exceeds the deposit, I/we will pay to the county treasurer the amount of the excess cost (ORS 198.775)					
Name print Tim Brown			Signature 		
Residence 68314 Cleveland Rd SE			Mailing Address if different		
City Sisters	State OR	Zip Code 97159	City	State	Zip Code
Amount of Contribution/Value of Secured Deposit 50.00			Kind of Contribution* <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Bond <input type="checkbox"/> Other Security Deposit		

Name print Guy Vernon			Signature 		
Residence 2400 Arizona			Mailing Address if different R.F. Box 1140		
City Port Orford	State OR	Zip Code 97465	City Port Orford	State OR	Zip Code 97465
Amount of Contribution/Value of Secured Deposit \$50			Kind of Contribution* <input checked="" 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		

Continued on the reverse side of this form

22AUG 4 11:06AM CLERK

**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.



## County Clerk's Certification

**RE: Proposed Formation – Terrebonne Sanitary District**

A petition has been filed with the Deschutes County Clerk's office to form the Terrebonne Sanitary District.

The Deschutes County Assessor's office has reviewed the attached petition and found that of the seventeen (17) signatures submitted and notarized on the attached petition for the proposed formation of the **Terrebonne Sanitary District**, there are fifteen (15) valid signatures of landowners within the proposed 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 31<sup>st</sup> day of August, 2022.**

A handwritten signature in black ink, appearing to read "Steve Dennison", is written over a horizontal line.

Steve Dennison  
Deschutes County Clerk



**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/>

August 30, 2022

Steve Dennison

Deschutes County Clerk

Re: **Petition for Creation of Terrebonne Sanitary 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**



**TO:** Deschutes County Board of Commissioners

**FROM:** Will Groves, Planning Manager

**DATE:** September 1, 2022

**SUBJECT:** Land Use Compatibility, Terrebonne Sanitary District Formation

The materials contained in the petition to propose to form the Terrebonne Sanitary District.

This district formation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. The Terrebonne Community Plan, Appendix A to the Deschutes County Comprehensive Plan, includes the following relevant goals and policies:

***Public Facilities Goal***

*Ensure water and sewage treatment systems encompass the appropriate scale and cost.*

***Sewer Facility Policies***

9. *Allow uses and densities that can be served by an approved on-site wastewater treatment system, until such time as a community sewer system is available.*
10. *Set minimum lot sizes adequate to ensure that on-site systems do not exceed the capacity of the land, until such a time as a community sewer system is available.*
11. *Support replatting Hillman Plat lots to create lots large enough to accommodate an approved on-site wastewater treatment system.*
12. *Help identify funding for a sewer feasibility study.*
13. *Support the development of a community sewer system if needed to protect public health.*
14. *Review Community Plan policies related to public services if a sewer system is proposed.*

In addition, there are general policies that address this district formation<sup>1</sup>.

<sup>1</sup> Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.”



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** PUBLIC HEARING - Consideration of Order No. 2022-042, Vacating a Portion of Fryrear Road

**RECOMMENDED MOTION:**

*Move approval of Order No. 2022-042.*

**BACKGROUND AND POLICY IMPLICATIONS:**

Deschutes County Road Department has received a petition to vacate an unused portion of the public right of way for Fryrear Road (also identified as "W.F. Fryrear Road" and "the Fryrear Road" in certain public records). Chief Petitioner for the proposed vacation is Eric H. Vetterlein, General Partner, on behalf of Desert Springs Ranch Limited Partnership, owner of Tax Lots 2800 and 2801 on Assessor's Map 15-11-00.

The subject right of way, which is described and depicted in proposed Order No. 2022-042, Exhibits "A" and "B", was established on March 14, 1921 by Deschutes County order recorded as Deschutes County Commissioners Journal Volume 1, Pages 341 and 342, which established a 60-foot wide right of way.

The subject right of way exists across land owned by Desert Springs Ranch Limited Partnership, and portions of the right of way abut federal land managed by the Bureau of Land Management, Prineville District (BLM). No road improvements, utilities, or other improvements existing within the proposed vacation area. The as-constructed Fryrear Road exists to the east of the proposed vacation area across BLM-managed federal lands within a separate right of way granted under BLM Grant No. OR 51362, issued circa December 7, 1995. The BLM is not a petitioner for the proposed vacation.

A public hearing will be held to allow interested parties to provide testimony regarding the proposed vacation. Upon conclusion of the public hearing, the Board of Commissioners will be asked to consider adoption of Order No. 2022-042, which would vacate the subject right of way, vesting it with the rightful owners holding title according to law pursuant to ORS 368.366(1)(c).

**BUDGET IMPACTS:**

None.

**ATTENDANCE:**

Cody Smith, County Engineer/Assistant Director, Road Department



# PUBLIC HEARING VACATION OF A PORTION OF FRYREAR ROAD

WEDNESDAY, OCTOBER 5, 2022



ROAD  
DEPARTMENT



# AGENDA

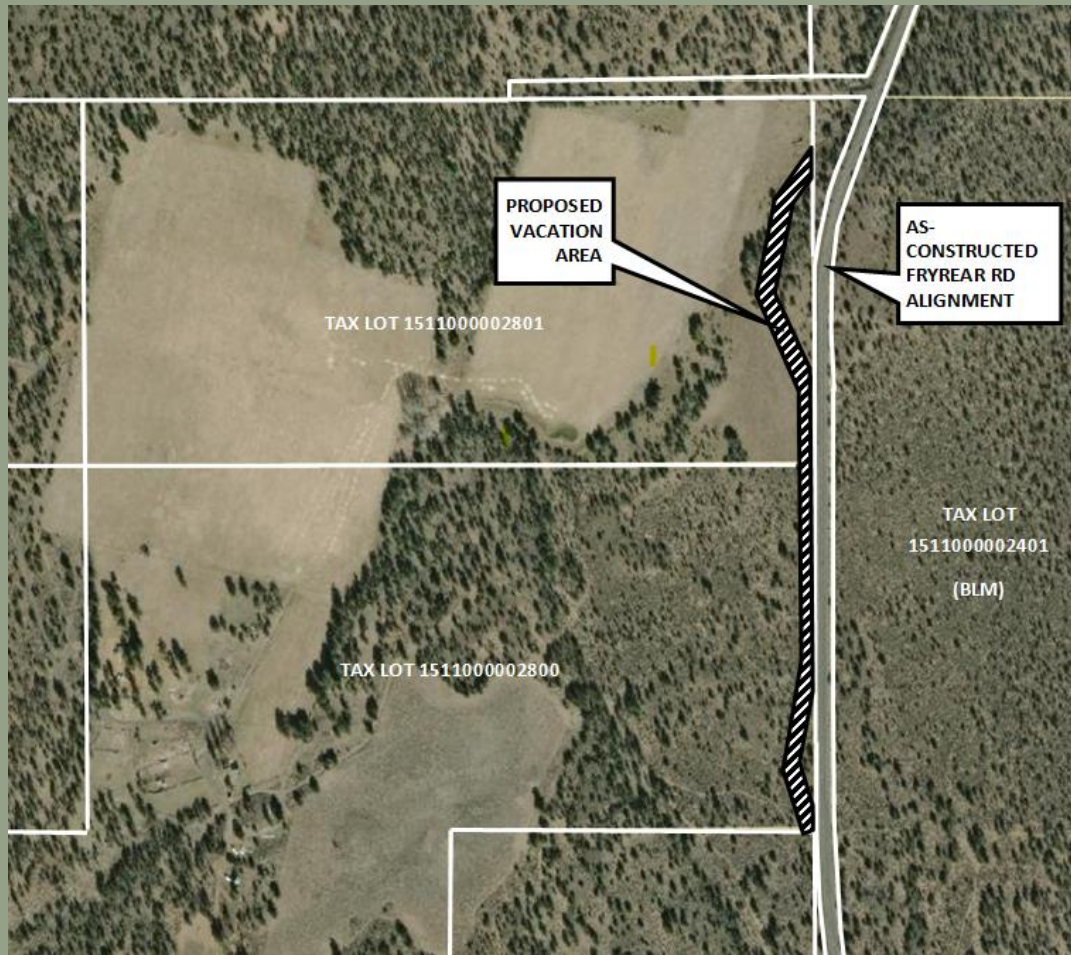
- Background Information
- Road Department Findings and Recommendation
- Public Hearing
- Consideration of Order No. 2022-042



# BACKGROUND INFORMATION

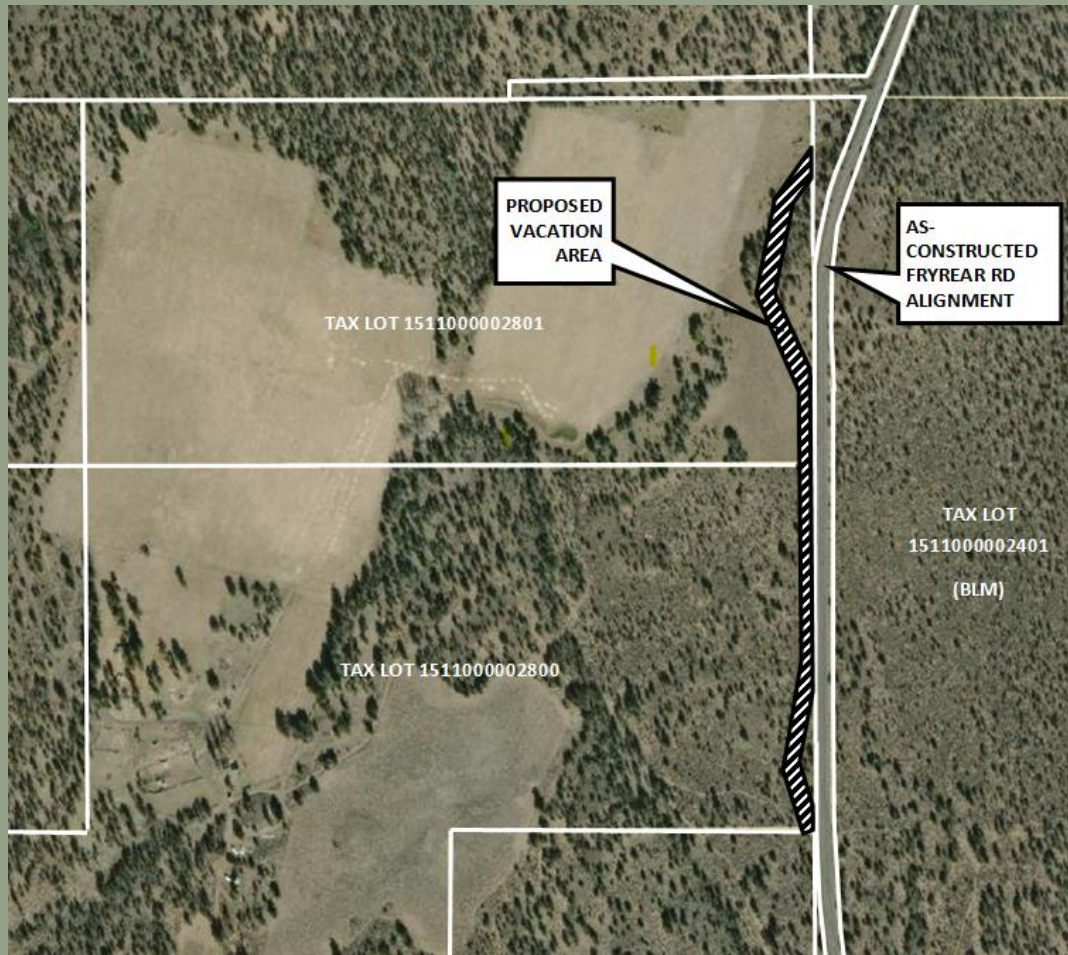
- Oregon Revised Statutes (ORS) 368.326 to 368.366 provide procedure for counties to vacate public roads, public property, or other public property interest under their jurisdiction.
- Deschutes County Road Department has received petition for the vacation of a an unused portion of the right of way for Fryrear Road established in 1921.
- The subject right of way abuts BLM-managed federal lands. Because the petition was not signed by the BLM (100% of the abutting property owners), a public hearing is required under ORS 368.346.

# BACKGROUND INFORMATION





# BACKGROUND INFORMATION



- Petitioners
  - Eric H. Vetterlein, General Partner, on behalf of Desert Springs Ranch Limited Partnership, owner of Tax Lots 2800 and 2801(Chief Petitioner)
- United States of America (BLM), the owners of Tax Lot 2401, are not petitioners.



# BACKGROUND INFORMATION

- Notice of petition and notice of public hearing mailed to adjoining property owners and affected utilities and agencies.
  
- No comments received



# FINDINGS

Road Department makes the following findings:

- The subject right of way was established by Deschutes County order in 1921 (Deschutes County Commissioner's Journal Volume 1, Pages 341 and 342) (ORS 368.326).
- The proposed vacation will not deprive access to any owners of a recorded property right (ORS 368.331).
- The petitioners, who represent the owners of more than 60 percent of property abutting the subject right of way, have submitted a complete petition and submitted the required fee (ORS 368.341(1)(c); ORS 368.341(3); ORS 368.341(4); ORS368.351).



# RECOMMENDATION

- Based on the above findings, the Road Department has determined that the proposed vacation is in the public interest.
- Road Department recommends that the Board of County Commissioners approve the vacation of an unused portion of the right of way for Fryrear Road by adoption of Order No. 2022-042 subject to the following conditions:
  - No opposition to the vacation is reported to the County prior to vacation order presentation to the Board of County Commissioners or during the required public hearing.
  - The vacated property shall vest with the rightful owner or owners holding title according to law in accordance with ORS 368.366(1)(c).





# PUBLIC HEARING

- At this time, I request that the Board chair open the public hearing.
- After public testimony has been given this morning and subject to any testimony disputing the matter, I request that the Board chair close the public hearing and that the Board consider adoption of Order No. 2022-042.

REVIEWED  
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Vacating a Portion of Fryrear Road \* ORDER NO. 2022-042  
in Deschutes County, Oregon \*

WHEREAS, proceedings for vacating the portion of the right of way for Fryrear Road described in Exhibit "A" and depicted in Exhibit "B", attached hereto and by this reference incorporated herein, were initiated by the Board of County Commissioners pursuant to ORS 368.341 upon the owners of property abutting said portion of Fryrear Road filing a petition, attached hereto as Exhibit "C" and by this reference incorporated herein, and upon adoption of Resolution No. 2022-057; and

WHEREAS, said petition contains the acknowledged signatures of owners of more than sixty percent of property abutting said portion of the right of way for Fryrear Road and indicates said owners' approval of vacation; and

WHEREAS, upon request by the Board of County Commissioners, the County Engineer, on behalf of the County Road Official, has prepared and filed with the Board a written report, attached hereto as Exhibit "D" and by this reference incorporated herein, concerning the proposed vacation pursuant to ORS 368.346(1); and

WHEREAS, said report contains the County Engineer's assessment that the proposed vacation is in the public interest; and

WHEREAS, a hearing before the Board of County Commissioners was held on Wednesday, October 5, 2022, in the Barnes and Sawyer Rooms of the Deschutes County Services Center, 1300 NW Wall Street, Bend, Oregon 97701, for consideration of the matter; now, therefore,

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

Section 1. That vacation of the property described in the attached Exhibit "A" and depicted in the attached Exhibit "B" is in the public interest.

Section 2. That the property described in the attached Exhibit "A" and depicted in the attached Exhibit "B" is hereby vacated.

Section 3. That the property vacated in Section 2 herein shall vest with the rightful owner or owners holding title according to law in accordance with ORS 368.366(1)(c).

Section 4. That the Deschutes County Surveyor is directed to mark the plat as provided in ORS 271.230.

Section 5. That this Order shall be recorded with the Deschutes County Clerk, and that copies shall be filed with the Deschutes County Surveyor and County Assessor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

ATTEST:

\_\_\_\_\_  
ANTHONY DEBONE, Vice Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner

**EXHIBIT A**

*W.F. Fryrear Road Vacation*

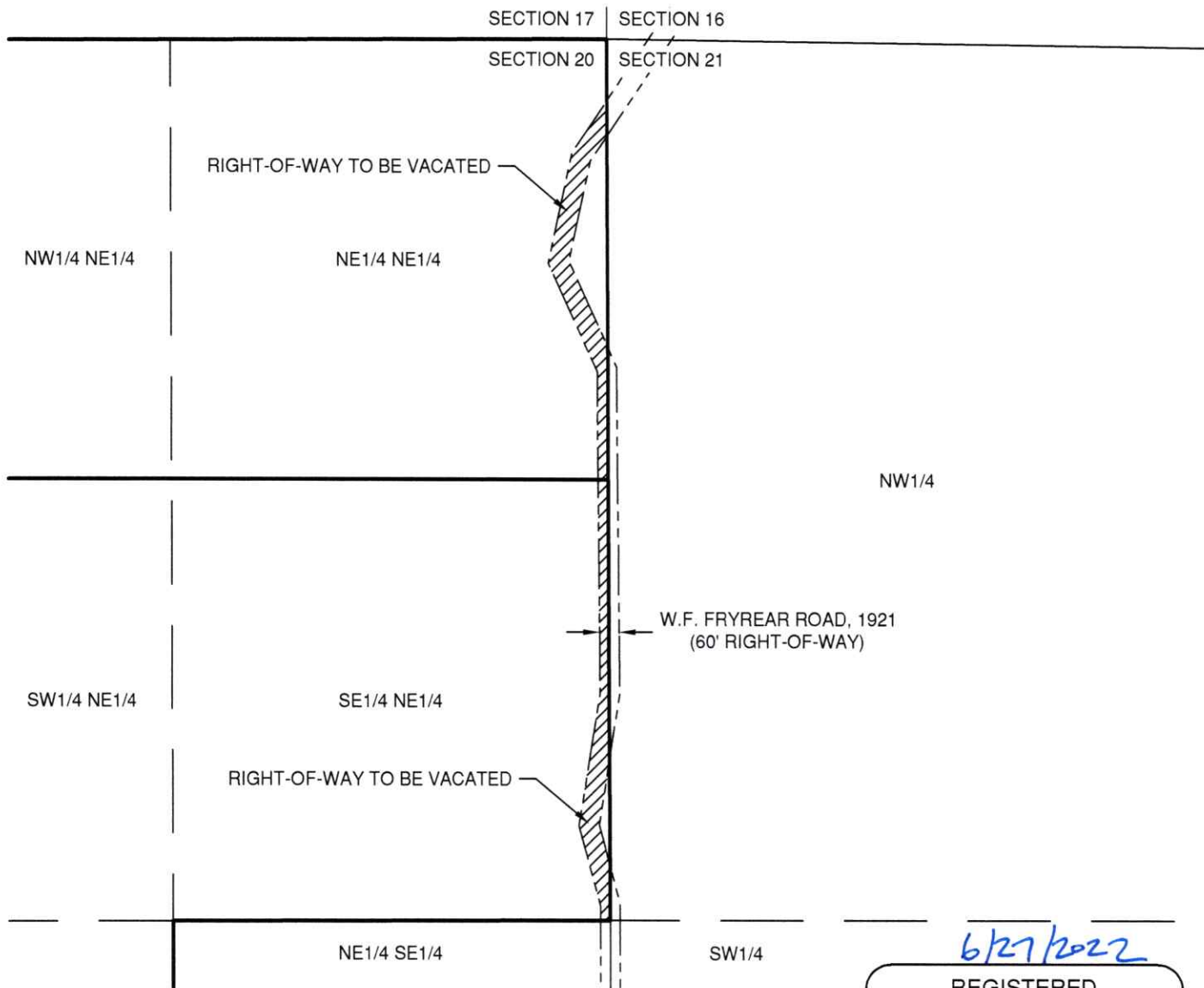
All of that certain right-of-way of the W.F. Fryrear Road established by Deschutes County in 1921 lying within the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 NE1/4) and the Southeast One-Quarter of the Northeast One-Quarter (SE1/4 NE1/4) of Section 20, Township 15 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon.

See attached Exhibit B, entitled "W.F. Fryrear Road Vacation", which is made a part hereof.

6/27/2022  
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Christopher R. Munson*  
OREGON  
MARCH 11, 2014  
CHRISTOPHER R. MUNSON  
80548PLS  
RENEWS: 12/31/2022

# EXHIBIT B W.F. FRYREAR ROAD VACATION

LOCATED IN A PORTION OF THE NE1/4 NE1/4 AND THE SE1/4 NE1/4  
OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 11 EAST,  
WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON



PREPARED BY:



Munson & Associates  
civil engineers | land surveyors

845 NORTHEAST 11TH STREET  
BEND, OREGON 97701



SCALE: 1" = 500'  
DATE: 6/27/2022  
W.O.#: 21-019

6/27/2022  
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
MARCH 11, 2014  
CHRISTOPHER R. MUNSON  
80548PLS

RENEWS: 12/31/2022

### PETITION FOR VACATION OF A PUBLIC ROAD

TO: THE DESCHUTES COUNTY BOARD OF COMMISSIONERS

We, the undersigned (holding recorded interest or abutting the proposed property or owning improvements constructed on the proposed property for vacation), respectfully request the following described road be vacated.

Description of road to be vacated:

All of that certain right-of-way of the W.F. Fryrear Road established by Deschutes County in 1921 lying within the Northeast One-Quarter of the Northeast One-Quarter (NE1/4 NE1/4) and the Southeast One-Quarter of the Northeast One-Quarter (SE1/4 NE1/4) of Section 20, Township 15 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon.

Reason for road vacation request:

Road was never built or used within right-of-way petitioned to be vacated. Fryrear Road as currently built and used lies entirely within a separate right-of-way outside the area petitioned to be vacated.

DATED this 31 day of May, 2022.

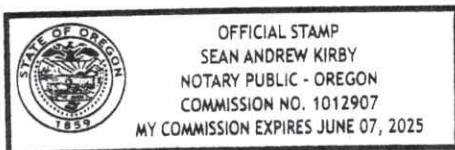
PRINT NAME	SIGNATURE	ADDRESS	CITY	STATE	ZIP
<u>Desert Springs Ranch</u> <u>Limited Partnership</u> <u>By: Eric H. Vetterlein,</u> <u>General Partner</u>	<u>[Signature]</u>	<u>17830 Forked Horn</u> <u>Dr.</u>	<u>Sisters,</u>	<u>OR</u>	<u>97759</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STATE OF OREGON )  
County of Deschutes ) ss.

On this 31<sup>st</sup> day of May, in the year 2022, before me, a Notary Public, personally appeared Eric H. Vetterlein personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal

[Signature]  
Notary Public for Oregon.  
My Commission expires: June 07, 2025



STATE OF OREGON )  
 )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

STATE OF OREGON )  
 )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

STATE OF OREGON )  
 )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged that he (she, they) executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public for Oregon.  
My Commission expires: \_\_\_\_\_

**I CERTIFY THAT THIS IS THE TRUE AND ORIGINAL PETITION CIRCULATED BY ME.**

*Eric H. Vetterlein*  
SIGNATURE *Eric H. Vetterlein*

*17830 Forked Horn Dr., Sisters, OR 97759*  
ADDRESS

TELEPHONE: *541-548-3910*



MEMORANDUM

TO: Board of County Commissioners

FROM: Cody Smith, County Engineer

DATE: August 17, 2022

SUBJECT: **Road Official's Report**  
**Vacation of a Portion of Fryrear Road Rd in Section 20, Township 15S, Range 11E, W.M.**

**Background:**

Deschutes County Road Department has received a petition to vacate an unused portion of the public right of way for Fryrear Road (also identified as "W.F. Fryrear Road" and "the Fryrear Road" in certain public records). Chief Petitioner for the proposed vacation is Eric H. Vetterlein, General Partner, on behalf of Desert Springs Ranch Limited Partnership, owner of Tax Lots 2800 and 2801 on Assessor's Map 15-11-00.

The subject right of way, which is described and depicted in proposed Order No. 2022-042, Exhibits "A" and "B", was established on March 14, 1921 by Deschutes County order recorded as Deschutes County Commissioners Journal Volume 1, Pages 341 and 342, which established a 60-foot wide right of way.

The subject right of way exists across land owned by Desert Springs Ranch Limited Partnership, and portions of the right of way abut federal land managed by the Bureau of Land Management, Prineville District (BLM). No road improvements, utilities, or other improvements existing within the proposed vacation area. The as-constructed Fryrear Road exists to the east of the proposed vacation area across BLM-managed federal lands within a separate right of way granted under BLM Grant No. OR 51362, issued circa December 7, 1995. The BLM is not a petitioner for the proposed vacation.

The Petitioner provided the following reason for the proposed vacation:

*"Road was never built or used within right-of-way petitioned to be vacated. Fryrear Road as currently built and used lies entirely within a separate right-of-way outside the area petitioned to be vacated."*



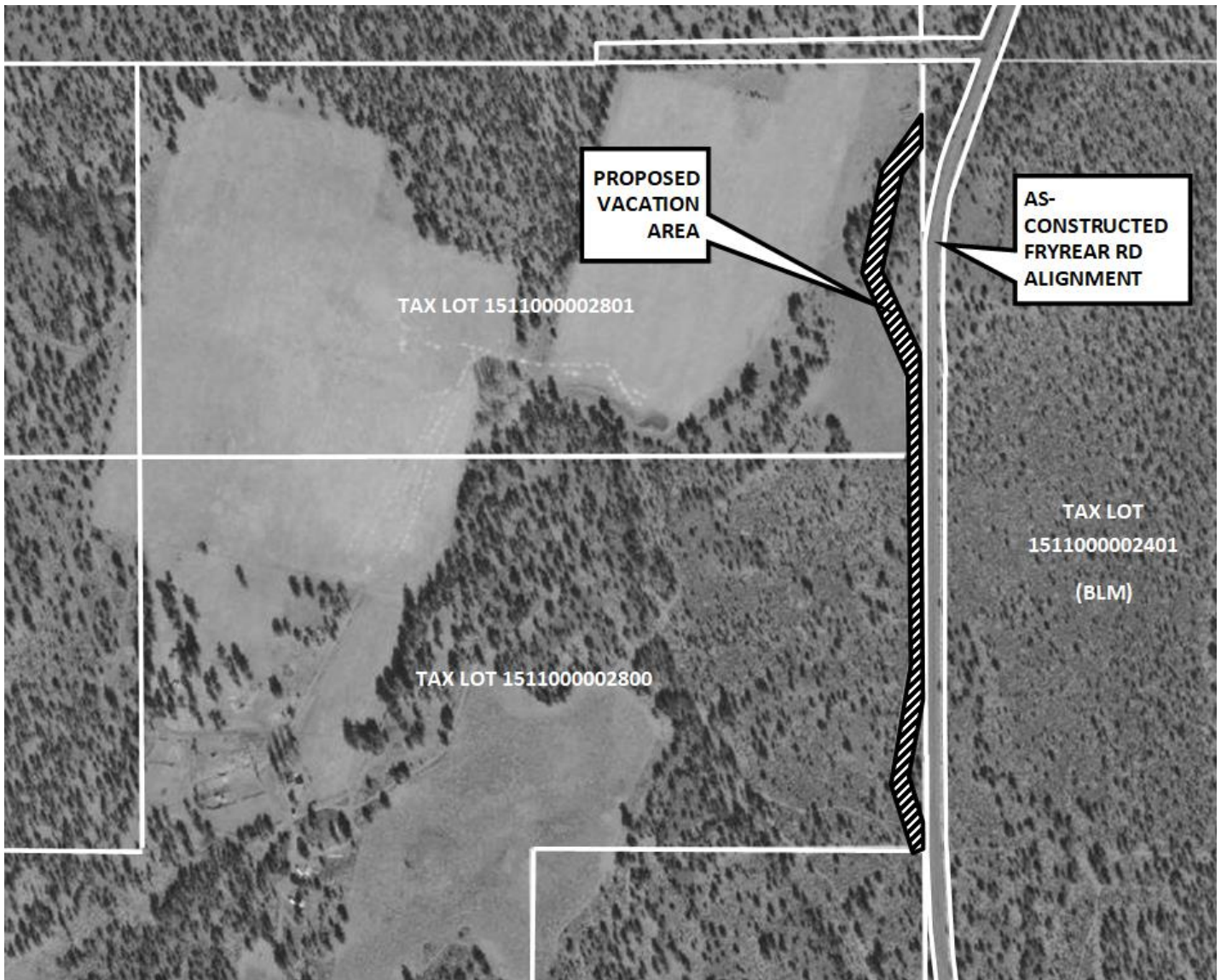


Figure – Aerial Photo of Proposed Vacation Area

The Petitioners submitted completed service provider consent forms from the all service providers within the proposed vacation area; those service providers and their responses are listed below:

- Three Sisters Irrigation District
  - Representative: Marc Thalacker, Manager
  - Service provider does not have existing facilities within the area proposed for vacation
  - **Service provider consents to the proposed vacation**
  
- Central Electric Cooperative
  - Representative: Parneli Perkins, Land and Right of Way Specialist
  - Service provider does not have existing facilities within the area proposed for vacation
  - **Service provider consents to the proposed vacation**

**Findings:**

Based upon the submitted petition materials, responses to service provider notices, and the Road Department’s research of the subject right of way, the Road Department makes the following findings:

- The subject right of way was established by Deschutes County order in 1921 (Deschutes County Commissioner’s Journal Volume 1, Pages 341 and 342) (ORS 368.326).
- No owners of a recorded property right would be deprived of access necessary for the exercise of their property right with the proposed vacation if implemented (ORS 368.331).
- The petitioners, who represent the owners of more than 60 percent of property abutting the subject right of way, have submitted a complete petition and submitted the required fee (ORS 368.341(1)(c); ORS 368.341(3); ORS 368.341(4); ORS368.351).
- The subject right of way does not contain public utilities or existing public road improvements.
- As the petition for vacation does not include acknowledged signatures of owners of 100 percent of property abutting the proposed vacation area, the vacation proceedings are subject to a public hearing (ORS 368.346).
- The subject right of way does not appear to be needed for current or future public use.

**Recommendation:**

**Based on the above findings, the Road Department has determined that the proposed vacation is in the public interest.** The Road Department recommends that the Board of County Commissioners approve the vacation of an unused portion of the right of way of Fryrear Road as described in proposed Order No. 2022-042 subject to the following conditions:

1. No opposition to the vacation is reported to the County prior to vacation order presentation to the Board of County Commissioners or during the required public hearing.
2. The vacated property shall vest with the rightful owner or owners holding title according to law in accordance with ORS 368.366(1)(c).

This report is made pursuant to ORS 368.326 through 368.366, concerning the vacation of county property.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** Consideration of Board approval and Chair signature of Document No. 2022-470, a City of Bend grant agreement

**RECOMMENDED MOTION:** Move approval of Chair signature of Document No. 2022-470, a City of Bend grant agreement

**BACKGROUND AND POLICY IMPLICATIONS:**

The City of Bend (City) is granting \$328,000 of American Rescue Plan Act funding to Deschutes County Health Services (DCHS) for the period September 1, 2022 to August 31, 2024 in order for the County to expand the existing Mobile Crisis Team response to mental health crises in the community.

DCHS and the City desire to enhance services to members of the community that are living with mental health issues. DCHS, the City's Police Department 911, and Crisis Intervention Team Steering Committee will collaborate to develop a protocol and criteria for non-law enforcement (NLE) response. Mobile Crisis Assessment Team (MCAT) clinicians on duty will respond in pairs to certain calls that meet the NLE response criteria. MCATs will be available 24 hours per day, 7 days per week. Funding for this purpose is intended to reduce the number of calls to, and officer responses from, the Bend Police Department when the primary concern is an individual with a mental illness and/or suicidal intentions.

City will disburse funds in eight quarterly payment of \$41,000, for a total of \$328,000. Funding will support \$226,836 wages and benefits for 1.0 FTE regular Behavioral Health Specialist I, \$25,000 of supervisor wages and benefits, and \$43,364 toward the operation of the Stabilization Center. Additionally, \$32,800 (10%) of indirect expenses are funded by this grant.

The Health Services Department is recommending the new Behavioral Health Specialist I position be regular instead of limited duration. We anticipate this program will successfully meet its purpose and the city will continue to fund the position. However, if the city

discontinues funding, DCHS will consider the future of this position within the budgeting process.

**BUDGET IMPACTS:** \$328,000 revenue for the term September 1, 2022 through August 31, 2024. If approved, an FTE resolution and budget adjustment will be forthcoming from Finance.

**ATTENDANCE:**

Holly Harris, Behavioral Health Manager

**DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:**

**Department:**

**Contractor/Supplier/Consultant Name:**

**Contractor Contact:**

**Type of Document:** Intergovernmental Agreement

**Goods and/or Services:** The City of Bend (City) is granting \$328,000 of ARPA funding to the Deschutes County Health Services (DCHS) for the period September 1, 2022 to August 31, 2024 in order for the County to expand the existing Mobile Crisis Team (MCAT) response to mental health crises in the community.

**Background & History:** DCHS and the City desire to enhance services to members of the community that are living with mental health issues. Funding from this grant will support the DCHS Mobile Crisis Team. Mobile Crisis Team clinicians on duty will respond in pairs to certain calls that meet the non-law enforcement (NLE) response criteria. City funding for this purpose is intended to reduce the number of calls to, and officer responses from, the Bend Police Department when the primary concern is an individual with a mental illness and/or suicidal intentions.

County will provide data and outcome reports to the City. City will disburse funds in eight quarterly payment of \$41,000.

**Agreement Starting Date:**

**Ending Date:**

**Annual Value or Total Payment:**

Insurance Certificate Received (check box)

Insurance Expiration Date:

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

**Funding Source:**

Pass Through  Other: \_\_\_\_\_ Project Code

Included in current budget?  Yes  No

If **No**, has budget amendment been submitted?  Yes  No

Is this a Grant Agreement providing revenue to the County?  Yes  No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance: Name:   
Phone #:

Departmental Contact and Title:   
Phone #:

**Acting Director Approval:**

**Signature:** Erik Kropp  
Erik Kropp (Sep 21, 2022 11:37 PDT)  
**Email:** erik.kropp@deschutes.org  
**Title:** Interim Health Services Director  
**Company:** Deschutes County

**Distribution of Document:** Grace Justice Evans, Health Services Department.

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**Official Review:**

County Signature Required (check one):  BOCC  Department Director (if <\$50K)  
 Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2022-470

INTERGOVERNMENTAL AGREEMENT BETWEEN DESCHUTES COUNTY AND THE CITY OF BEND

This Intergovernmental Agreement (“Agreement”) is between Deschutes County, a political subdivision of the State of Oregon, by and through Deschutes County Health Services, (hereinafter “County”) and the City of Bend, an Oregon Municipal Corporation, (hereinafter “City”).

RECITALS

- A. ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions which a party to the Agreement has the authority to perform.
B. The County and City desire to enhance services to the existing mobile crisis services provided by Deschutes County Health Services (“DCHS”).
C. DCHS has the staff and expertise to perform services outlined in this Agreement.
D. The County and City desire to expand the mobile crisis team in order to respond to specific calls without the presence of law enforcement.
E. Funding should be directed to additional mental health professionals on the DCHS Mobile Crisis Team to provide a non-law enforcement response to individuals experiencing a mental health crisis and who meet program criteria for a non-law enforcement crisis response.

TERMS OF AGREEMENT

- 1. Effective Date/Duration. This Agreement shall be effective September 1, 2022, and continue through August 31, 2024. Agreement may be amended, if necessary, in writing and effective upon signature by all parties.
2. City Obligations
a. The City will disburse \$328,000 in ARPA funding to the County for the two-year period in order for the County to expand the existing Mobile Crisis Team (MCAT) to provide additional hours for non-law enforcement (NLE) response to mental health crises in the community.

- b. Should additional funding become available for NLE Mobile Crisis Response, and all metrics and requirements are met within this IGA, the City of Bend may consider redirecting these funds to other County mental health programs and/or services. Prior to this redirect of funding, Deschutes County must notify and receive approval for this alternate purpose from the City of Bend.

**3. County Obligations.**

- a. The County will hire a Behavioral Health Specialist I (QMHA) to respond in pairs with the Mobile Crisis Team clinician on duty to certain calls that meet the criteria for a NLE response, and will otherwise use the funding consistent with the budget attached hereto as Exhibit B.
- b. The County will work with the City of Bend Police Department and Deschutes County 911 Service District to develop a protocol and criteria for NLE response in conjunction with the Crisis Intervention Team (CIT) Steering Committee.
- c. The County will provide data and outcome reports to the City of Bend containing data elements consistent with Oregon Health Authority (OHA) required information and timelines.
- d. The County is responsible for all training certifications required of the QMHA and will work with Deschutes County 911 Service District to provide all necessary dispatch radio training.
- e. The County will provide this additional NLE response for individuals within the Bend city limits.
- f. METRICS:
  - 1. The County will increase the number of mental health professionals on the Mobile Crisis Team serving Bend.
  - 2. The County will make every effort to respond to 911 and 988 calls for service with the Mobile Crisis Team (formerly sent to the Bend Police Department) when the primary stated cause of the call is related to a non-violent individual with mental illness and/or suicidal intentions, and the assigned DCHS staff determines that the call meets criteria to respond safely without law enforcement.
  - 3. The County will provide a report on the above metrics (as outlined in Section 3c above) as well as the total number of calls the Mobile



Crisis Team responded to without LE in the City of Bend semi-annually.

#### 4. Program Logistics.

- a. County shall have capacity to respond 24 hours per day, 7 days per week, and 365 days per year in providing community-based crisis intervention, which must include screening, assessment, safety planning and referrals for all age groups, to appropriate resources as needed.
  - i. Assessments may be accomplished via telehealth (videoconferencing) in areas without timely access to face-to-face services when available and appropriate and with the consent of the individual in crisis.
- b. County will ensure that data required by OHA for mobile crisis response and services are collected and reported to OHA using an OHA approved system/platform.
- c. County will ensure that mobile crisis services are accessible throughout its designated county locations and provided in English, Spanish and other predominant languages in the county through either direct staff and/or other language services.
- d. County will ensure that a NLE mobile crisis team consists of a minimum of two members, one of which will be a QMHP, and the second member can be a nurse, social worker, peer support specialist, and/or other staff trained in and able to provide trauma-informed care, de-escalation, stabilization, and coordinates with other health and social services. The provider conducting the assessment must be on-site during a mobile crisis response.
- e. If dispatched due to a 988 call, mobile crisis team must coordinate with the 988 call center to ensure the 988 call center team stays connected with the caller if the caller wants.
- f. If dispatched following a call to crisis call centers other than 988, mobile crisis team must coordinate with the relevant crisis call center to ensure that crisis call center team stays connected with the caller if the caller wants.
- g. County will ensure that care coordination occurs and includes the following activities, when identified:
  - i. Follow-up and outreach activities to individuals at high-risk (i.e., a caller with thoughts and a plan for self-harm but does not meet the

criteria for an emergency hold) are made within 24 hours after the initial contact.

- ii. Follow-up and outreach activities to moderate to high-risk individuals (i.e., a caller that has thoughts of self-harm, no clear plan but has had recent psychiatric hospitalizations or crisis care) are made within 48 hours after the initial contact.
- iii. Follow-up and outreach activities to individuals who are moderate risk and/or who have received other follow-up care and need continued support (e.g., developing a safety plan and/or connecting to natural supports or other resources are made within 1 week after the last call.)

**5. Compensation. City will disburse funds to County in 8 quarterly installments of \$41,000. The first quarterly payment will be paid within 10 days of execution of the Intergovernmental Agreement. Thereafter, City will make seven quarterly payments to the County no later than December 1, March 1, June 1, and September 1. Maximum consideration shall not exceed \$328,000 for the Contract term.**

**6. Contractor or Subrecipient Determination**

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, City of Bend’s determination is that:

Recipient is a subrecipient     Recipient is a contractor     Not applicable

Catalog of Assistance Listing Number #(s) of federal funds to be paid through this Agreement: 21.027.

**7. Federal Terms and Conditions**

The Parties to this Agreement agree to be bound to certain provisions of U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached as Exhibit A.

**8. General Terms.**

- a. This Agreement, and each party’s rights and responsibilities may not be assigned by either party without the prior written consent of the other party.
- b. This Agreement sets forth the entire agreement of the parties with respect to the subject matter of the Agreement and supersedes any and all prior negotiations, discussions, agreements and understandings of the parties.

- c. The Recitals are incorporated into and made part of this Agreement.
- d. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the County and the City agree to mutually indemnify, defend and hold the each other harmless from any liability or loss of any kind connected with this Agreement, except to the extent the liability or loss is a result of the negligence or other misconduct of the indemnified party.
- e. The parties agree to attempt to resolve any disputes related to this Agreement by first meeting between the City Manager and County Administrator. In the event dispute resolution is unsuccessful, this Agreement will be construed, applied and enforced in accordance with the laws of the State of Oregon. Any action or proceedings arising out of this Agreement will be initiated in the circuit court of Deschutes County, Oregon. Each party will be responsible for its own legal costs.
- f. If any provision of this Agreement is held illegal or unenforceable in any respect, the remaining provisions remain in full force and effect to the extent possible.

CITY OF BEND

Eric King, City Manager

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\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:  
City Attorney's Office

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair

\_\_\_\_\_  
PHIL CHANG, Commissioner

ATTEST:  
\_\_\_\_\_  
Recording Secretary

## EXHIBIT A – Federal Terms and Conditions\_\_

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (the Funds). City is a recipient of such Funds and the Work under this Agreement is funded at least in part through the Funds. Therefore, Contractor agrees, as a condition to receiving payment from such Funds from City, to the following terms. In the event if a discrepancy between the terms of this Exhibit and the terms of the Agreement, the terms of this Exhibit control.

1. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
2. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in

- Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services

provided or made available by state and local governments or instrumentalities or agencies thereto.

- 3. Publications. Any publications produced with funds from this award must display the following language: “This project is being supported, in whole or in part, by federal award number SLRFP1771 awarded to the City of Bend, Oregon, by the U.S. Department of the Treasury. The CFDA or ALN number for these funds is 21.027.”
  
- 4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
  
- 5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT B – Compensation**

<b>City of Bend Funds - Budget FY 23 &amp; FY24 = \$328,000</b>	<b>FY 23</b>	<b>FY 24</b>	<b>Total</b>
<b>Behavioral Health Specialist I - night shift Step 2/CADC</b>	\$113,418.00	\$113,418.00	\$226,836.00
<b>Supervisor</b>	\$12,500.00	\$12,500.00	\$25,000.00
<b>Contribution to DCSC for 23-hour stabilization</b>	\$21,682.00	\$21,682.00	\$43,364.00
<b>indirect costs (10% de minimus)</b>	\$16,400.00	\$16,400.00	\$32,800.00
<b>Total</b>	\$164,000.00	\$164,000.00	<b>\$328,000.00</b>



**Exhibit C**  
**INTERGOVERNMENTAL AGREEMENT**  
**Contract No. 2022-470**  
**FEDERAL AWARD IDENTIFICATION (Required by 2 CFR 200.331(a) (1))**

(i) Grantee Name: <i>(must match DUNS registration)</i>	Deschutes County Health Services
(ii) Grantee's DUNS number:	030805147
(iii) Federal Award Identification Number (FAIN):	SLRFP1771
(iv) Federal award date: <i>(date of award to City by federal agency)</i>	May 26, 2021
(v) Grant period of performance start and end dates:	Start : September 1, 2022 End: August 31, 2024
(vi) Total amount of federal funds obligated by this Contract:	\$328,000
(vii) Total amount of federal funds obligated to Contractor by Agency, including this Grant:	\$328,000
(viii) Total Amount of Federal Award committed to Contractor by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$328,000
(ix) Federal award project description:	Coronavirus State and Local Fiscal Recovery Funds
(x) a. Federal awarding agency:	U.S. Department of Treasury
b. Name of pass-through entity:	City of Bend
c. Contact information for awarding official of pass-through entity:	Tracy Stabler, Assistant Finance Director <a href="mailto:tstabler@bendoregon.gov">tstabler@bendoregon.gov</a>

(xi) CFDA number, name, and amount:	Number: Name: Amount: 21.027 Corona virus State and Local Fiscal Recovery Funds \$14,076,428
(xii) Is award research and development?	Yes No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	10%
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input checked="" type="checkbox"/> No



## BOARD OF COMMISSIONERS

# AGENDA REQUEST & STAFF REPORT

**MEETING DATE:** October 5, 2022

**SUBJECT:** Deschutes County 2040 – Upcoming Open House Debriefing

**RECOMMENDED MOTION:**

*This item is informational, no motion is required.*

**BACKGROUND AND POLICY IMPLICATIONS:**

Staff will brief the Board of County Commissioners (BOCC) on activities related to the Comprehensive Plan Update, including several upcoming opportunities for community engagement.

**BUDGET IMPACTS:**

*None.*

**ATTENDANCE:**

*Nicole Maddell, Senior Planner – Long Range  
Will Groves, Planning Manager*



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of County Commissioners
FROM: Nicole Mardell, Senior Planner – Long Range
Will Groves, Planning Manager
DATE: September 28, 2022
SUBJECT: Deschutes County 2040 – Upcoming Open House Debriefing

Staff will brief the Board of County Commissioners (BOCC) on activities related to the Comprehensive Plan Update, including several upcoming opportunities for community engagement.

I. PROJECT BACKGROUND

The Comprehensive Plan is Deschutes County’s policy document for guiding growth and development within the rural county over a 20-year planning period. The plan’s purpose is to provide a policy framework for zoning and land use regulations, demonstrate consistency with statewide goals, rules, and laws, and serve as a cohesive vision for future planning activities.

Comprehensive Plan Update – Phases



The Planning Commission (PC), as the County’s Citizen Involvement Committee, serves as the advisory body overseeing the project. The PC will advise on the following aspects of the process:

- Key County issues, goals, and vision
• Community engagement processes and activities
• Draft and revised Comprehensive Plan goals, policies, and implementation actions

The PC will ultimately provide a recommendation for adoption for the BOCC’s consideration during the public hearing process in phase five.

**II. COMPLETED AND IN PROGRESS ACTIVITIES**

The following tasks in phase one have been completed.

- Kickoff meeting – establish project goals, challenges, and priorities
- Establish project schedules
- Review of background materials for a foundational understanding of conditions and trends
- Creation of a Community Engagement Plan
- Community Engagement Training for County planning staff
- Deschutes.org/2040 website creation and soft launch
- Creation of framework for PC role and meeting topics

The team just initiated phase two of the project, which includes the following activities:

- Initial Engagement Activities
  - County Fair outreach
  - Advertisement of project website
  - Development of “Meeting-in-a-Box” framework and materials to engage community stakeholders
  - In-person and Online Open Houses
    - Focus on visioning, key issues, and key themes
- Development of Background Summaries
  - Information on existing conditions and trends
- Review of Existing Policies
  - Identify existing policy gaps and outdated policy language
- Conduct programmed meetings with advisory body (PC)

Staff and the consultant are estimating completion of phase two in November 2022. Phase three addresses policy creation and refinement.

**III. UPCOMING ENGAGEMENT ACTIVITIES**

Several upcoming engagement opportunities are forthcoming later in October. These events will be advertised through press releases, social media, the project website, and through the project email list.

**Community – Wide Open Houses**

The project team is holding four in-person open houses across the county. Attendees will have the opportunity to hear about the project and break into small groups to discuss key issues, challenges and opportunities facing rural Deschutes County, and a vision for the future. Each meeting follows the same format; there is no need to attend all four meetings. Meeting information is found below.

- **Bend Open House – Deschutes County Service Center (1300 NW Wall Street, Bend)**  
Barnes and Sawyer Room  
Wednesday, October 19 5:30-7:30 pm
- **Sisters Open House – Sisters High School (1700 W McKinney Butte Rd, Sisters)**  
Lecture Room  
Thursday, October 20 4:00-6:00 pm
- **Sunriver Open House – Sunriver Homeowners Aquatic & Recreation Center (SHARC)**  
57250 Overlook Road, Sunriver, Benham Hall  
Monday, October 24 4:00-6:30 pm
- **Redmond Open House – Redmond City Hall (411 SW 9th St, Redmond)**  
Rooms 207/208  
Tuesday, October 25 6:00-8:00 pm

**Online Open House Survey**

In addition to the in-person events listed above, a self-guided online open house and survey will be available for those who prefer to attend remotely. The online open house and survey will be posted to the project website ([www.deschutes.org/2040](http://www.deschutes.org/2040)) beginning October 19, 2022 and will remain open through November 4, 2022.

**Meeting-in-a-Box Events**

In addition to the larger open house events, staff are also hosting informal, smaller scale meetings with stakeholder groups. Staff identified and is contacting approximately 90 groups including agencies, nonprofits, and social organizations. Interested groups or members of the public can also request a meeting with staff by sending an email to our project email address: [deschutes2040@deschutes.org](mailto:deschutes2040@deschutes.org).

**IV. NEXT STEPS**

Staff will continue to provide updates to the BOCC throughout the project.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: October 5, 2022

SUBJECT: Consideration of Oregon Business Development Grant Award Acceptance

RECOMMENDED MOTIONS:

- 1. Move approval of Document No. 2022-787, accepting an Oregon Business Development Grant, and
2. Move approval of Board Signature of Order No. 2022-057, designating signing authority to Geoff Hinds.

BACKGROUND AND POLICY IMPLICATIONS:

Fair & Expo submitted, and was awarded a Grant opportunity for partial funding of a budgeted capital improvement to its HVAC Controls and Controls System. This Grant opportunity in the amount of up to \$277,777.00 will be a refund/repayment of funds expended by Deschutes County/Fair & Expo as part of its previously obligated improvements.

BUDGET IMPACTS:

Up to \$277,777.00 in refund/repayment of funds for a previously budgeted Capital expense

ATTENDANCE:

Geoff R Hinds, Director, Deschutes County Fair & Expo

**STATE OF OREGON  
COUNTY FAIRGROUNDS CAPITAL IMPROVEMENTS  
GRANT AGREEMENT**

Contract Number: C2022528

Project Name: Heating, Ventalating and Air Conditiong (HVAC)/Lighting Control

This grant agreement (“Contract”) is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and Deschutes County (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Contract includes Exhibit A - Project Description.

Pursuant to Oregon Laws 2021, Chapter 669, Section 202 (the “Act”), OBDD is authorized to make grants for county fair capital improvements.

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

**Grant Amount:** \$277,777.

**Project Completion Deadline:** 04 May 2025

**SECTION 2 - FINANCIAL ASSISTANCE**

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Conditions Precedent. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
  - (1) This Contract duly signed by an authorized officer of Recipient; and
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- C. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates 90 days after the Project Completion Deadline. Activities occurring after that date are the sole responsibility of Recipient.
- D. Unexpended Grant Funds. Any Grant funds that remain after all authorized disbursements or the date this Contract is terminated will be retained by the State of Oregon.
- E. Use of Grant funds. The Recipient shall use the Grant funds only for actual, reasonable and necessary Project costs for the activities described in Exhibit A (“Project”). Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project costs.

**SECTION 3 - DISBURSEMENT**

- A. Initial Disbursement followed by Reimbursement. OBDD will disburse 20% of the Grant to Recipient promptly after full execution of this Contract. Thereafter, The Grant funds will be



disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit a disbursement request for the Grant funds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”), but not more frequently than once a month. Each Disbursement Request must be accompanied by a progress report as required by Section 5A(6).

**B. Conditions to Disbursements.** OBDD has no obligation to disburse Grant funds unless:

- (1) OBDD has sufficient funds currently available for this Contract; and OBDD has received appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.
- (2) For disbursements following the initial disbursement, OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, and (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Project costs.
- (3) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (4) All other conditions precedent under this Contract are met.
- (5) There is no Event of Default by Recipient.

**SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

Recipient represents and warrants to OBDD as follows:

**A. Organization and Authority.**

- (1) Recipient is a County, validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

**B. Compliance with Existing Agreements and Applicable Law.** The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

**C. Full Disclosure.** Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient

has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

**SECTION 5 - COVENANTS OF RECIPIENT**

A. Project Completion Obligations. Recipient covenants that it shall:

- (1) Complete the Project using its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (2) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.
- (4) Permit OBDD to conduct inspection of the Project at any time.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (6) Deliver a progress report on the Project along with each Disbursement request, in form as provided or directed by OBDD. Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

B. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

C. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the facilities or infrastructure of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) All federal or state tax laws applicable to Recipient's implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- (2) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
- (3) State labor standards and wage rates found in ORS Chapter 279C.
- (4) ORS 280.518 requiring public display of information on Lottery funding of the project. Recipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

“This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.”

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

- D. Ownership of Project. The Project will be owned by Recipient for not less than ten years following the Project Completion Deadline. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Completion Deadline. On or before the Project Completion Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. For a period of not less than ten years following the Project Completion Deadline, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.
- G. Sales, Leases and Encumbrances. For a period of not less than ten years following Project Completion Deadline, except as specifically described in Exhibit A (Project Description), Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds.
- H. Books and Records; Inspections; Information. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient. The Recipient shall permit OBDD and their duly authorized representatives, and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies

of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require, including cooperation with OBDD to provide all necessary financial information and records to comply with statutory reporting requirements.

I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Financing Availability Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

J. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

K. Contributory Liability and Contractor Indemnification.

- (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 may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either 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. The foregoing provisions are conditions precedent for either party’s liability to the other in regard to the Third Party Claim.
- (2) If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties 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 in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties 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. This Section shall survive termination of this Contract.
- (3) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

- L. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
  - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
  - (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
  - (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or

instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

(5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

(6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

(7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive payment of the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with the proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

(8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R.s §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

**SECTION 6 - DEFAULT**

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Failure to Perform. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- C. OBDD Default. OBDD fails to perform any obligation required under this Contract and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to OBDD by Recipient. Recipient shall agree in writing to an extension of time if it reasonably determines OBDD instituted and has diligently pursued corrective action.

**SECTION 7 - REMEDIES**

- A. OBDD Remedies. Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon OBDD’s demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by OBDD, Recipient’s sole remedy will be for disbursement of Grant funds as required and eligible under this Contract, not to exceed the total Grant Amount, less any claims OBDD has against Recipient.

**SECTION 8 - TERMINATION**

In addition to terminating this Contract upon an Event of Default as provided in Section 7, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If OBDD anticipates a shortfall in applicable revenues or OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

**SECTION 9 - MISCELLANEOUS**

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or 2) the recipient’s confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director, Economic Development  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem, OR 97301-1280

If to Recipient: Director  
Deschutes County  
1300 NW Wall Street  
Bend, OR 97703

D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.

G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

I. No Third-Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally



available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 5, 6, 7, 9.B, 9.C, and 9.L.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Public Records. OBDD’s obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Business Development Department

**DESCHUTES COUNTY**

By: \_\_\_\_\_  
Chris Cummings, Deputy Director

By: \_\_\_\_\_  
Geoff Hinds, Director

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

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

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ Wendy Johnson per email dated 6 September 2022  
Wendy Johnson, Senior Assistant Attorney General

**EXHIBIT A - PROJECT DESCRIPTION**

The Recipient will make capital improvements at its county fairgrounds.

“Capital improvements” means the construction, modification, replacement, repair, remodeling or renovation of a structure, or addition to a structure, that is expected to have a useful life of more than one year, and may include, but is not limited to:

- (i) Acquisition of land, or a legal interest in land, in conjunction with a structure.
- (ii) Acquisition, installation of machinery or equipment, furnishings or materials that will become an integral part of a structure.
- (iii) Activities related to the construction, modification, replacement, repair, remodeling or renovation of a structure, including planning, design, authorizing, issuing, carrying or repaying interim or permanent financing, research, land use and environmental impact studies, acquisition of permits or licenses or other services connected with the structure.
- (iv) Acquisition of existing structures, or legal interests in structures, in conjunction with the capital improvements.

“Capital improvements” does not include:

- (i) Maintenance and repairs, the need for which could be reasonably anticipated;
- (ii) Supplies and equipment that are not intrinsic to the structure; or
- (iii) Furnishings, unless the furnishings are acquired in connection with the acquisition, construction, remodeling or renovation of a structure, or the repair of a structure that is required because of damage or destruction of the structure.

Proposed Disbursement Schedule

Project Name:	HVAC/Lighting Control	
Recipient:	Deschutes County	
Project Number:	C2022528	
Award Amount:	\$277,777	

#	Month / Year	Amount (\$)	Activities Associated with Disbursement
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
		\$0	\$277,777
		<b>TOTAL</b>	<b>REMAINING FUNDS</b>

### DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

Deschutes County

93-6002292

Recipient

Federal Tax ID Number

HVAC/Lighting Control

C2022528

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

#### Method I - Electronic Funds Transfer (EFT)

##### Private Sector or Government Entities

- Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked CONFIDENTIAL and mailed to:

Oregon Department of Administrative Services  
 SFMS Operations / ACH Coordinator  
 155 COTTAGE ST NE STE U60  
 SALEM OR 97301-3970

Get the form here: [www.oregon.gov/das/Financial/AcctgSys/Documents/ACH\\_Enrollment\\_Form.pdf](http://www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf)

- Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

#### Method II - Local Government Investment Pool (LGIP)

##### Government Entities Only

- Transfer funds to the Oregon State Treasury Local Government Investment Pool by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number \_\_\_\_\_.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Fax Number

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards	
<b>Recipient</b> <b>Deschutes County</b>	<b>Project Number</b> <b>C2022528</b>
<b>Signatures of Delegated Authorized Individuals to Request Payments</b> (Two signatures are required to request disbursement of funds)	
_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must <b>not</b> sign here)	_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must <b>not</b> sign here)
<b>Additional Signatures (if desired)</b>	
_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must <b>not</b> sign here)	_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must <b>not</b> sign here)
<b>I certify that the signatures above are of the individuals authorized to draw funds for the cited project.</b> _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must <b>not</b> be listed in item (1) a through (1) d above)	<b>Agency Use Only: Date Received:</b>

Oregon Business Development Department/Authorized Signature Card

**Preparation of the Authorized Signature Card Form:** If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

- | Item #  | Explanation  |
|---------|--|
| (1) a-d | Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: <b>Two</b> signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)   |
| (2)     | Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here <b>must not be listed in Item (1) a through d.</b> |
| (3)     | Leave blank—Oregon Business Development Department will sign here.   |

Complete one form and return it to: Oregon Business Development Department  
 775 SUMMER ST NE STE 200  
 SALEM OR 97301-1280

Recipient: Deschutes County

Project Number: C2022528

**CHECKLIST OF CONTRACT DOCUMENTS AND INSTRUCTIONS**

Please use the following checklist to ensure that all documents have been completed, and return all contract documents as soon as feasible, but not later than 60 days.

- 1.  **Contract** signed and dated by the authorized official. Please return signature page only.
- 2.  **Signature Card** with certification by the authorized official. Please return the complete document.
- 3.  **Deposit Option Notification** form. Please return the complete form. If you choose to have funds electronically deposited in a financial institution (and not the Local Government Investment Pool), please follow the provided link and send a **Direct Deposit Authorization** form (SFMS ACH-1) to the Oregon Department of Administrative Services.
- 4.  **Disbursement Schedule** worksheet. Please complete and return worksheet with the signed contract document.

Please let your regional project manager know how you would like to receive the final contract documents. Once signed by the Oregon Business Development Department, we will provide you with a **Disbursement Request Form** for your future use. This form is provided in Excel format for you to fill out and submit to your regional project manager as needed once your project is underway.

Later in your project, your project coordinator will provide any necessary report forms.

REVIEWED  

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LEGAL COUNSEL

10/05/2022 Item #10.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order designating Geoff R Hinds, Fair & Expo Director, as the Deschutes County Representative for the purpose of signing the Oregon Business Development Department Contract for Capital Improvements Grant \*  
\*  
\*  
\*

ORDER NO. 2022-057

WHEREAS, the Board of County Commissioners of Deschutes County has authorized acceptance of Oregon Business Development Department grant funds in the amount of up to \$277,777; and

WHEREAS, in order to receive the funds, the Contract was drafted identifying Department Director Geoff R Hinds as the signatory; and

WHEREAS, in the essence of time and efficiency and deadlines it would be prudent for Deschutes County to approve the agreement as drafted; now, therefore,

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

Section 1. Geoff R Hinds, Deschutes County Fair & Expo Director, is designated as the Deschutes County Representative for the purpose of signing the Oregon Business Development Department Contract for the Capital Improvement grant.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

\_\_\_\_\_  
PATTI ADAIR, Chair

\_\_\_\_\_  
ANTHONY DeBONE, Vice Chair

ATTEST:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
PHIL CHANG, Commissioner