



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JANUARY 4, 2023

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

(541) 388-6570 | www.deschutes.org

AGENDA

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

Members of the public may view the meeting in real time via the public meeting portal at www.deschutes.org/meetings. To view the meeting via Zoom, see below.

Citizen Input: The public may comment on any meeting topic that is not on the current agenda. To provide citizen input, submit an email to citizeninput@deschutes.org or leave a voice message at 541-385-1734. Citizen input received by noon on Tuesday will be included in the meeting record for topics that are not on the Wednesday agenda.

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

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

- To join the meeting from a computer, copy and paste this link: bit.ly/3h3oqdD.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *6 to indicate you would like to speak and *9 to unmute yourself when you are called on.



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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

***Note:** In addition to the option of providing in-person comments at the meeting, citizen input comments may be emailed to citizeninput@deschutes.org or you may leave a brief voicemail at 541.385.1734. 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 to authorize the District Attorney's Office to accept a CJC Restorative Justice Supplemental Grant Award
2. Consideration of Resolution No. 2023-001 Increasing Appropriations and FTE within the Sheriff's Office Fund and the 2022-23 Deschutes County Budget
3. Approve Document No. 2022-998 to accept a \$60,000 grant for online threat monitoring in coordination with Safer Schools Together
4. Consideration of Board Signature on Letter of Thanks to Ron Brown for service on the Fall River Estates Special Road District.
5. Consideration of Board Signature on letter reappointing Tod Watkins for service on the Howell's Hilltop Acres Special Road District
6. Consideration of Board Signature on letter reappointing Ruth Keller for service on the Howell's Hilltop Acres Special Road District
7. Consideration of Board Signature on Letter of Thanks to Whitney Lowe for service on the Panoramic Access Special Road District
8. Consideration of Board Signature on letter reappointing Rodney Dieckhoff for service on the Deschutes River Recreation Homesites Special Road District Board #1
9. Consideration of Board Signature of Letter of Thanks to Sandra Mayernik for service on the Cascade View Estates Special Road District
10. Approval of the minutes of the December 13, 2022 Budget Committee meeting
11. Approval of the BOCC meeting minutes of December 14 and 19, 2022

ACTION ITEMS

- [12.](#) **9:05 AM** Presentation from KOR Land Trust on its Workforce Housing Program and Partnerships
- [13.](#) **9:20AM** Public Hearing and Consideration of Order No. 2023-003, Vacating a Public Right of Way in Section 19 of Township 18S, Range 12E, W.M.
- [14.](#) **9:40AM** Psilocybin TPM Amendments – Consideration of Second Reading of Ordinance
- [15.](#) **9:45AM** Consideration of a Cybersecurity Services Contract with XentIT, LLC

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



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 4, 2023

SUBJECT: Consideration to authorize the District Attorney's Office to accept a CJC Restorative Justice Supplemental Grant Award

RECOMMENDED MOTION: Move to authorize the District Attorney's Office to accept a 2021 Criminal Justice Commission Restorative Justice Supplemental Grant Award

BACKGROUND AND POLICY IMPLICATIONS:

In partnership with local community-based organizations, the District Attorney's Office received funding to expand the Emerging Adult Program to improve the way the criminal justice system handles young adults who have engaged in criminal activity.

Phase II of this program will offer a restorative justice opportunity to 50 young adults, expand the criteria for eligibility, improve victim services, and enhance our community partnerships.

After the main portion of grant funding for this program was approved, more funding became available to support additional program elements. The DA's Office in partnership with Community Solutions of Central Oregon (CSCO) and Thrive Central Oregon (TCO) has been awarded some of these supplemental funds to cover the following additional programmatic activities and needs:

- DA's Office - rental space for restorative justice circles, the coordination and hosting of a workshop for grantees, computers for staff, background checks for volunteers, gift cards for surveys and staff and volunteer training
• CSCO - funding for executive director's time, administrative fees, staff computers and meeting supplies and materials
• TCO - life stability support funds for victims and young adult offenders to help them obtain stability in their lives to promote future success

BUDGET IMPACTS:

The original two-year grant award was for \$935,978.72. The supplemental funds increase the grant total to \$1,147,721.65.

The DA's Office will retain \$126,641.67. CSCO's contract will be increased by \$19,513.43.

TCO's contract will increase by \$65,587.50.

The grant was not projected in the DA Office's FY23 budget. Although the funds will be distributed in FY23, these will cover project costs over three fiscal years.

The grant technically ends December 2023, but due to the late distribution of grant funding within this biennium, CJC is expecting a request for a non-cost extension to allow for two full years of implementation, which will extend the project into FY25.

ATTENDANCE:

Katie Clason, Deputy District Attorney

CRIMINAL JUSTICE COMMISSION
RESTORATIVE JUSTICE GRANT PROGRAM
GRANT AGREEMENT # RJ-23-08
AMENDMENT # 1

This is Amendment No.1 to Grant Agreement No. RJ-23-08 (“Agreement”) between the **State of Oregon**, acting by and through the Criminal Justice Commission (“CJC”), and (“Grantee”): Deschutes County for the benefit of the Deschutes County District Attorney's Office

1. **Effective Date.** This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.** The Agreement is hereby amended as follows:

A. Section 1 is amended and restated to update the Grant Funds amount as follows:

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$1,147,721.65** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

B. The disbursement schedule in Section 4.a is amended and restated as follows:

Subject to Section 4.b, CJC shall disburse the Grant Funds in two installments according to the following disbursement schedule:

- One installment in the amount of \$ 935,978.72 no later than September 30, 2022; and
- One installment in the amount of \$ 211,742.93 no later than January 5, 2023.

C. The Budget Summary in Exhibit A is amended and restated as follows:

BUDGET SUMMARY:

Budget Category	Grant Funds Requested
Personnel	<i>\$410,438.16</i> \$410,438.16
Contractual Services	<i>\$518,990.56</i> \$604,091.49
Equipment	<i>\$0</i> \$16,905.00
Supplies	<i>\$1,000.00</i> \$6,150.00

Restorative Justice Grant Program

Grant No. RJ-23-08

Amendment No. 1

Rent/Utilities	<i>\$0</i> \$17,880.00
Training/Travel	<i>\$5,550.00</i> \$92,257.00
Administrative Costs	<i>\$0</i> \$0
Total	<i>\$935,978.72</i> \$1,147,721.65

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The signatures of the parties follow on the next page.

Restorative Justice Grant Program
Grant No. RJ-23-08
Amendment No. 1

THE PARTIES, by executing this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee Date
Kathleen Meehan Coop RJ-23-08_A1

Name & Title

Federal Tax ID Number State Tax ID Number

Approved by Criminal Justice Commission

Kenneth Sanchagrín, Executive Director Date

Approved for Legal Sufficiency:

By email from AAG Sam Zeigler dated 11/22/22

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: 12/22/2022

Department: District Attorney

Contractor/Supplier/Consultant Name: Criminal Justice Commissoin

Contractor Contact:

Type of Document: Grant

Goods and/or Services: A two year grant that will support a community-based restorative justice program for 50 young adults offenders and their victims.

This additional supplemental funding covers for the DA’s Office - staff computers, volunteer background checks, programmatic supplies, training and a restorative justice grant awadee workshop. For CSCO supplemental funds will purchase staff computers, cover a percentage of the Executive Director’s salary for oversight, administrative fees, and meeting supplies. For Thrive will receive administrative fees and will over see the distribution and management of life stability funds that will help the victims and young adult offenders gain stability to help ensure future success.

Background & History: Restorative Justice Grant to support the DA Office’s Emerging Adult Program that involves partnerships with subawardees Thrive Central Oregon and Community Solutions of Central Oregon.

The original grant was for \$935,978.72. The supplemental funds provided the project an additional 211,742.90 bring the grant total to \$1,147,721.65.

Since funding was not secured until fall 2022, it is expected that this grant will receive a no-cost extension that will run from January 1 to October 31, 2024.

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: (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: About half the funding will be provided to two subcontractors – Community Solutions and Thrive Central Oregon.

In implementing this Project, Grantee must demonstrate: (i) coordination with community-based organizations; (ii) the ability to work collaboratively with system partners, including local law enforcement entities, courts, district attorneys and defense attorneys; and (iii) center the experiences of those harmed, encourage those who have caused harm to take responsibility and repair the harm, and support persons who have been harmed, impacted community members and responsible parties in identifying solutions that promote healing, including promoting dialogue and mutual agreement. Grantee shall use the Grant Funds to operate the Emerging Adults Program in Deschutes County, which redirects young adults/responsible parties and harmed parties out of the criminal justice system and into a restorative justice alternative.

Deadlines for reporting to the grantor: Reporting due quarterly – Oct 25, Jan 25, Apr 25, Jul 25 – 2022, 2023

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: Kathleen Meehan Coop

Phone #: 541-317-3175

Departmental Contact and Title: Kathleen Meehan Coop, Management Analyst
Phone #: 541-317-3175

Department Director Approval: _____
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Department contact – Kathleen Meehan Coop

Official Review:

County Signature Required (check one):

- BOCC (if \$150,000 or more) – BOARD AGENDA Item
- County Administrator (if \$25,000 but under \$150,000)
- Department Director - Health (if under \$50,000)
- Department Head/Director (if under \$25,000)

Legal Review _____

Date _____

Document Number 2022-791



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 4, 2023

SUBJECT: Consideration of Resolution No. 2023-001 Increasing Appropriations and FTE within the Sheriff's Office Fund and the 2022-23 Deschutes County Budget.

RECOMMENDED MOTION:

Move Approval of Resolution No. 2023-001 Increasing Appropriations and adding 2.00 regular FTE within the Sheriff's Office Fund and the 2022-23 Deschutes County Budget.

BACKGROUND AND POLICY IMPLICATIONS:

On December 19, 2022 the Deschutes County Sheriff's Office presented to the Board of County Commissioners regarding State Grant pass-thru funding from Ideal Option, PLLC to fund 2.00 additional regular Licensed Practical Nurse (LPN) FTEs to support the new medication assisted treatment program in the Adult Jail. The estimated cost for 2.00 LPNs for 6 months is approximately \$87,000. Funding from Ideal Option is for one year with possible extensions if they are able to renew the State Grant from Measure 110. If funding from Ideal Option beyond one year is not renewed, it is anticipated that the Sheriff's Office will be able to continue to fund these 2.00 regular FTEs. Should funding no longer support the positions, the Sheriff's Office will consider the future of these positions within the budgeting process.

BUDGET IMPACTS:

Recognizing \$87,000 in funding from Ideal Option and increasing program expenditure appropriations by \$87,000 within the Deschutes County Sheriff's Office Fund.

ATTENDANCE:

Cam Sparks, Senior Budget Analyst

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing Appropriations *
And FTE Within the 2022-23 Deschutes * RESOLUTION NO. 2023-001
County Budget *

WHEREAS, the Deschutes County Sheriff’s Office presented to the Board of County Commissioners on 12/19/22, with regards to accepting State Grant pass-thru funds from Ideal Option and increasing 2.00 Regular FTE to support the new medication assisted treatment program in the Adult Jail within the Sheriff’s Office, and

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

WHEREAS, it is necessary to recognize funds and increase program expense appropriations by \$87,000 within the Sheriff’s Office, and

WHEREAS, Deschutes County Policy HR-1 requires that the creation of or increase in FTE outside the adopted budget be approved by the Board of County Commissioners; 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>Sheriff’s Office</u>	
State Grant	\$ 87,000
Total Sheriff’s Office	<u>\$ 87,000</u>

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

<u>Sheriff’s Office</u>	
Program Expense	\$ 87,000
Total Sheriff’s Office	<u>\$ 87,000</u>

Section 3. That the following FTE be added:

Job Class	Position Number	Type	Duration if Limited Duration	FTE
Licensed Practical Nurse (2064)	N/A	Regular	N/A	2.00
Total FTE				2.00

Section 4. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

Section 5. That the Chief Financial Officer make the appropriate entries in the Deschutes County Financial System to show the above appropriations:

DATED this _____ day of January, 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Vice-Chair

ATTEST:

ANTHONY DEBONE, Chair

Recording Secretary

PHIL CHANG, Commissioner

Deschutes County
Appropriation of New Grant

REVENUE

Line Number	Project Code	Segment 2	Org	Object	Description	Current Budgeted Amount	To (From)	Revised Budget
1			2553750	334012	Revenue State Grant (Pass Thru)	-	87,000	87,000
TOTAL						-	87,000	87,000

APPROPRIATION

Line Number	Project Code	Segment 2	Org	Object	Category (Pers, M&S, Cap Out, Contingency)	Description (Element-Object, e.g. Time Mgmt, Temp Help, Computer Hardware)	Current Budgeted Amount	To (From)	Revised Budget
1			2553750	410101	Personnel	Regular Employees	11,100,699	51,950	11,152,649
2			2553750	420101	Personnel	Health-Dental Ins (ISF)	2,269,878	18,162	2,288,040
3			2553750	420201	Personnel	PERS Employee-Employer	2,800,941	11,874	2,812,815
4			2553750	420301	Personnel	FICA	838,339	3,966	842,305
5			2553750	420401	Personnel	Workers' Comp Insurance	264,671	58	264,729
6			2553750	420501	Personnel	Unemployment Insurance	42,917	570	43,487
7			2553750	420601	Personnel	Life-Long Term Disability	38,783	212	38,995
8			2553750	420801	Personnel	Paid Leave Oregon	19,058	208	19,266
TOTAL						17,375,286	87,000	17,462,286	

Deschutes County
Appropriation of New Grant

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Fund:
Dept:
Requested by:
Date:

255
Sheriff's Office
Joe Brundage
1/4/2023



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 4, 2023

SUBJECT: Approve Document No. 2022-998 to accept a \$60,000 grant for online threat monitoring in coordination with Safer Schools Together

RECOMMENDED MOTION:

Move to ratify the County Administrator’s signature of Document No. 2022-998 to accept a \$60,000 grant for online threat monitoring in coordination with Safer Schools Together.

BACKGROUND AND POLICY IMPLICATIONS:

The District Attorney’s Office applied for and was awarded a grant that provides funding for proactive online threat monitoring. The grant was jointly written by United Way and the District Attorney’s Office Victims Assistance unit. United Way is the primary grantee. The District Attorney’s Office is the partner agency and has agreed to take the lead on obtaining proactive online threat monitoring.

The Bend-LaPine School District has an existing contract with Safer Schools Together. Safer Schools Together is currently expanding their expertise to cover community online threat assessment. The initial funding at this time is \$60,000. The term is six months—essentially through the end of the current school year. Authorization by the County Administrator will ensure that there is no gap in services.

BUDGET IMPACTS:

No impact. No FTE or additional costs/expenses will be incurred by the County.

ATTENDANCE:

Dave Doyle, Legal



SAFER
SCHOOLS
TOGETHER



1015 Railroad Ave Ste 101
Bellingham, WA
Tel: 360 526-2794
Toll Free: 1.866.554.0848
usainfo@saferschoolstogether.com

DESCHUTES COUNTY – 6-MONTH PILOT PROJECT

We are pleased to provide this proposal for the following safer schools together training and services to Deschutes County, OR. All prices are based on the following, for services and training delivered between January 3, 2023, and July 2, 2023:

- Approximately 27,377 K-12 students in public and private schools across Bend La Pine District, Redmond School District, and Sisters School District.
- Approximate total population of 204,801 for Deschutes County, OR.

COSTS:

SCOPE A:

School Based Worrisome Online Behavior (WOB) Reports	\$27,600.00*
Bend La Pine (2/month from January 2023 to June 2023)	
Redmond School District (2/month from January 2023 to June 2023)	
Sisters School District (2/month from January 2023 to June 2023)	

SCOPE B:

Community Based Online Behavioral Baseline Summaries	\$16,000.00*
Weekly reports (26 total)	

SCOPE C:

Case Consultation: Digital and Behavioral Threat Assessment	\$2,500.00*
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SCOPE D:

Digital Threat Assessment® Training	\$7,750.00*
6.5-hour training for school administrators, law enforcement, and community partners	
<i>Max capacity 80 for in-person training / Max capacity 100 for remote training</i>	

SCOPE E:

Overview of SST Training and Services	Complimentary
90-minute presentation via Zoom followed by 30-minute Q&A	

**Prices are subject to applicable taxes, travel, and payment portal fees. SST will require 50% of training costs due at time presentation is confirmed. Please note the training amount in FULL is non-refundable in the event of a cancellation within 21 days of training delivery. The remaining amount will be due after the presentations takes place. This proposal is valid for 90 days.*

-FULL TERMS AND CONDITIONS ON FOLLOWING PAGES-



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1015 Railroad Ave Ste 101
Bellingham, WA
Tel: 360 526-2794
Toll Free: 1.866.554.0848
usainfo@saferschoolstogether.com

TO ACCEPT THIS PROPOSAL AND THE TERMS AND CONDITIONS, PLEASE SIGN AND DATE BELOW AND RETURN TO SST:

NAME: Erik Kropp

SIGNATURE: Erik Kropp

POSITION/TITLE: Acting County Administrator

DATE: 12/29/22

SCOPE(S) APPROVED: A-E

In consideration of the mutual covenants contained in these Terms and Conditions and the Proposal, Safer Schools Together ("SST") and the Client agree that the following terms and conditions apply to the Training and Services to be provided by SST to the Client. For purposes hereof, the Proposal and the Terms and Conditions are hereinafter referred to as the "Agreement".

1. Training and Services. Subject to the terms and conditions herein, the Client agrees to retain SST to provide training and/or services (the "Services") necessary to perform the tasks specified in the foregoing Proposal (the "Proposal"), and SST agrees to provide such Services for the Client subject to these terms and conditions. The parties agree and understand that none of the Services constitute legal advice.

2. Term. This Agreement between the parties shall be effective on the date that the Client accepts the Proposal by (a) signing the Proposal or (b) sending a confirmation to SST by electronic mail that it has been reviewed and agrees to the Proposal and agrees to engage SST on the terms and conditions of the Proposal and (c) SST reviews and returns signed client contract.

3. Termination. The Client may terminate the Services to be provided under this Agreement at any time on at least thirty (30) calendar days' prior with written notice to SST. SST may terminate this Agreement (a) with ten (10) calendar days' prior written notice if the Client is not current in payment of Fees, or (b) in any event, upon at least thirty (30) calendar days' prior written notice to the Client. Termination of this Agreement for any reason or no reason at all shall in no event relieve the Client from tendering full and timely payment to SST for work performed or expenses incurred prior to the date of termination.

4. Charges for Services. The Client agrees to pay SST its fees as outlined in this Proposal (the "Fees") for the Services provided by SST. The Client acknowledges that the rates contained therein were negotiated at arm's length and may vary depending on the circumstances of each training session. The Client acknowledges that the fees quoted therein (and any fees quoted in any proposal for additional services executed by the parties) are estimates based on information provided to SST by the Client. SST makes no representation that the fees estimated in any proposal will equal the actual fees charged by SST to the Client, which may be greater or less than estimated. The Client shall be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Client hereunder.

5. Payment of Charges. SST shall bill the Client for its Fees upon confirmation of presentation and upon the conclusion of presentation. Client shall pay SST upon its receipt of each such invoice, through wire transfer, or other payment method approved in writing in advance by SST. Services are not provided on a contingency fee basis, and there are different pay



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structures for services and trainings. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 5%.

6. Independent Contractor. SST is an independent contractor, and no agency, partnership, joint venture, or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

7. Confidentiality; Non-Disclosure.

a. Confidential Information. In connection with these Terms and Conditions, the Client or SST (as the case may be, the "Disclosing Party") may disclose to the other party (as the case may be, the "Receiving Party") certain information (i) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party prior to or upon receipt by the Receiving Party; or (ii) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be confidential or proprietary (collectively, "Confidential Information"). The Confidential Information shall include, without limitation, the pricing information provided in the Proposal (including the estimated training costs thereof), any materials provided to Client and these Terms and Conditions. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate, or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder.

b. Protection of Intellectual Property. The Client and SST each acknowledge that the other's intellectual property, including, without limitation, processes, trade secrets, trademarks, and content and know how are of ultimate importance to each. Accordingly, the Client and SST agree to use best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client and SST each understand that the training materials furnished by SST pursuant to this Agreement and/or developed during the course of this Agreement by SST are the sole property of SST.

c. Scope. The foregoing obligations in Section 7(a) shall not apply to (i) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (ii) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (iii) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (iv) any disclosure required by applicable law; or (v) information that is released for publication by the Disclosing Party in writing. The Client and SST recognize and acknowledge that in the event of any request to disclose Confidential Information in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, prompt notice of such request must be given to the other party so that party may seek an appropriate protective order or other remedy or waive compliance with the relevant provisions of this Agreement. If the Client seeks a protective order or other remedy, SST, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, SST will disclose only that portion of the material that its legal counsel determines it is required to disclose.

8. Limitation of Liability; Disclaimer of Warranty. SST warrants that the Services will be performed with reasonable care in a diligent and competent matter. SST's sole obligation will be to correct any non-conformance with this warranty. SST's liability to the Client or any person making a claim through or under the Client for Losses of any kind, whether direct or indirect, whether under theories of contract, negligence, or other tort, statutory duty, or other theories of liability, shall be limited to the total amount of Fees paid by the Client to SST for the specific work which gave rise to the alleged Loss.



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usainfo@saferschoolstogether.com

Neither party will be liable to the other party for any incidental, special, indirect, consequential, or exemplary damages of any kind, or for any lost profits, lost opportunities, business interruption or for any liability incurred by the other party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. **Indemnification.** The Client shall indemnify and hold harmless SST and its directors, officers, employees, affiliates and agents against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses), whether or not involving a third-party claim, incurred by SST arising out of or in connection with or related to (a) SST's performance of the Services; (b) any gross negligence or willful misconduct by the Client, its employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with this Agreement; (c) any breach of the terms of the Agreement by the Client; (d) the handling of any payment by SST in accordance with the Client's instructions, including, without limitation, the imposition of any stop or void payment on any check or the wrongful dishonor of any check by SST at the Client's instruction; or (e) any instructions or information provided to SST by the Client for use in providing the Services.

10. **Notices.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of SST or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

11. **Force Majeure.** To the extent performance by SST of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond SST's reasonable control, then such performance shall be excused and this Agreement, at SST's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

12. **Non-waiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington (without reference to its conflict of laws provisions).

14. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7, 8, 9, 12 and 13.

15. **Entire Agreement.** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the Terms and Conditions set forth herein will be binding upon any Party, unless approved in writing by such Party's authorized representative.



SAFER
SCHOOLS
TOGETHER

1015 Railroad Ave Ste 101
Bellingham, WA
Tel: 360 526-2794
Toll Free: 1.866.554.0848
usainfo@saferschoolstogether.com

December 27, 2022

Attention: Ashley Beatty
Deschutes County District Attorney's Office
1164 NW Bond Street
Bend, OR 97703

Dear Ashley,

Safer Schools Together (SST) was established in 2008 and is recognized internationally for its leadership, innovation, and evidence-informed strategies to ensure safe, caring, and trauma-informed school communities. SST's team of highly skilled professionals provide expertise, consultation and support to educators, law enforcement and other service providers across North America in addressing student, school, and community student safety-related concerns. SST helps school communities minimize and manage risks of student violence with reliable, professional training. Using best practice from the field of Behavioral Threat Assessment, school communities learn how to collect data and "connect the dots" to ensure early identification of youth at risk of harm to themselves or others and the interventions necessary to prevent needless tragedy, violence, and trauma.

SST helps schools and their communities address violence and other threat-related issues, critical incidents, and traumatic events. SST has successfully identified individuals on the pathway to violence and gang involvement, racism, incidents of hate, criminal radicalization, suicide, and early identification of individuals in possession of firearms or replica weapons.

SST offers an array of specialized in-person and remote training sessions for educators, parents, students, law enforcement and other community agencies. SST continues to develop and customize training sessions and supplementary resources in response to emerging trends and identified needs.

After a decade of successful work in Canada, Safer Schools Together (SST) opened its first United States office in 2018. In this short time, SST has delivered core services such as Digital Threat Assessment® (DTA) training, Worrisome Online Behavior (WOB) reporting, and 24/7 Case Consultation support with clients in more than twenty states.

As requested, our ~~proposal~~ for our services follows.

Theresa Campbell
CEO, Safer Schools Together

HOWELL HILLTOP ACRES SPECIAL ROAD DISTRICT

To: Angie Powers
Deschutes County Board of Commissioners
12/21/2022

Angie, this letter is to inform you and the Deschutes Co. Board of Commissioners of the reappointment of Ruth Keller to another two year term as the Howell Hilltop Acres SRD secretary. We have asked her to continue in that capacity and she has agreed to another term, and was confirmed by a unanimous vote of our SPD board.

Thank you for bringing to our attention the failure to inform the Board of Commissioners of this reappointment, and please accept this letter as our notice to you of this reappointment.

Regards



Tod Watkins
President
Howell Hilltop Acres SRD



BOARD OF COMMISSIONERS

1300 NW Wall Street, Bend, Oregon
(541) 388-6570

FOR RECORDING STAMP ONLY

BOCC BUDGET MEETING MINUTES

11:00 AM

TUESDAY, December 13, 2022

BARNES & SAWYER ROOMS
Virtual Meeting Platform

Present were Budget Committee Members Bruce Barrett, Jim Fister and Judy Trego; Commissioners Patti Adair, Tony DeBone and Phil Chang. Also present were County Administrator Nick Lelack and Deputy County Administrators Erik Kropp and Whitney Hale; Chief Financial Officer Robert Tintle; Treasurer-Elect Bill Kuhn; County Legal Counsel David Doyle and Assistant Legal Counsel Kim Riley; Budget Manager Dan Emerson; Budget Analyst Camilla Sparks.

This meeting was audio and video recorded and can be accessed on the Public Meeting Portal at www.deschutes.org.

CALL TO ORDER: Chair Bruce Barrett called the mid-year budget meeting to order at 11:00 AM.

OPENING COMMENTS: County Administrator Nick Lelack welcomed everyone to the meeting. He acknowledged Judy Trego, who was just reappointed to a three-year term on the Budget Committee by the Deschutes County Board of Commissioners. Mr. Lelack then welcomed Bill Kuhn, Treasurer-Elect, and introduced the County's Chief Financial Officer, Robert Tintle and Budget Analyst Camilla Sparks. He reviewed the meeting's agenda.

Commissioner DeBone highlighted that Nick Lelack, as Budget Officer, will publish the County's annual budget. He thanked Mr. Lelack for his efforts.

Robert Tintle, Chief Financial Officer, thanked Dan Emerson and Camilla Sparks for the large amount of work they've put into this year's budget process thus far. He thanked the commissioners and the citizen members who serve on the Budget Committee.

Dan Emerson, Budget Manager, thanked the volunteer citizen budget committee members; Camilla Sparks, Budget Analyst; Laura Skundrick, Budget Analyst and ARPA Coordinator; Brenda Fritsvold, Board Executive Assistant; and the Administrative team for their assistance.

Commissioner Adair highlighted that the uncertainty of financial markets and the effects of inflation point to challenging times ahead.

Commissioner Chang commented that there is a desperate need for workforce and affordable housing in Deschutes County. He's interested in looking at how to create opportunities to find local funding sources for projects that address these issues.

PUBLIC COMMENT: None presented.

FY 2022-23 UPDATE: Mr. Emerson started the presentation on the FY 2022-23 Update, and highlighted the day's topics. The purpose of the mid-year meeting is to put a high level focus on County-wide finances and budget assumptions. Specific departmental focus will occur during Budget Week in May 2023.

Assessed Value: Consistent 5.5%/year average growth in assessed value. There has been significant growth in the market value since 2014: 30.5% growth in FY23 as compared to 13.2%/year average growth since 2014.

Tax Levies: The County Permanent Rate remained the same at \$1.22. The authorized rate is \$1.28, leaving a \$0.06 ceiling. Mr. Emerson also covered the tax levies of Sunriver Service District, Black Butte Ranch Service District, 9-1-1, County Extension/4H, Countywide Law Enforcement and Rural Law Enforcement - Sheriff's Office.

Property Tax Collections: Our actual collections are a function of our collection percentage (96% year over year) and our assessed value, which had a 5.5% growth this year.

General Fund Update (Fund 001): The General Fund is made up of multiple departments, but the largest transfers are to Health Services and Juvenile Community Justice. The ending balance is projected to be approximately \$900K higher than budgeted, due in part to a higher than projected increase in working capital at the beginning of the year and vacancy savings. Vacancy savings are balanced out due to decreased recording revenues.

Capital Reserve Update (Fund 060): Capital reserve is used for all future debt service, which is anticipated to be used for the courthouse expansion. This is one barometer of our financial health and fiscal stability. Projection is \$4.9 million transfer from general fund to capital reserves in FY23. Reserve levels have decreased over the last few years (\$12 million in 2019 and reduced to \$5.5 million currently). \$3.5 million transfer of Transient Room Tax into Capital Reserves was made in FY23 to offset the decrease in reserve levels.

Transient Room Tax History: TRT is volatile and difficult to project. There has been a 14%/year average increase since 2012. Early projection is that the County will have \$330,690 more than budgeted. As previously noted, surplus was transferred to Capital Reserve for debt and capital needs. There was a brief discussion about whether TRT appears to be returning to pre-COVID figures. Commissioner Adair pointed out inflationary effects of TRT from vacation rentals. Judy Trego shared that business owners are still trying to recover from COVID and they have valid concerns. She suggested it is important to look at TRT holistically, and this is a large part of how to track how other businesses in the rural community are doing (restaurants, retail, etc.). If hotels are full, restaurants and retail are also doing well. It's important to also look at increases in TRT due to increased occupancy.

Commissioner Chang suggested considering how TRT is used to reinvest in the components of our economy that keep TRT coming by making Deschutes County a desirable place to visit.

Judy Trego shared that there is a lot of uncertainty in the economy, coupled with inflation and it is important for the County to be fiscally-responsible by paying down debt. COVID created a lot of need in the community, and the County has a history of helping nonprofits and the business sector. Both sectors need the County's help recovering from COVID. The County has a responsibility to allocate funds and make sure Capital Reserve is healthy but must also prioritize fund allocations to the community: housing and food insecurity, affordable housing, homelessness, economic development, etc. The allocation of ARPA funds in recent

times is a good example of how the County helped the community in a time of need.

FY23 TRT Actual Expenditures: FY 2023 had \$19,267,501 in total TRT expenditures, which included the ~\$3.5 million transfer to Capital Reserves for future debt service and capital needs.

Commissioner Chang noted that he, Commissioner Adair and Commissioner DeBone recently had their annual tour of the jail. A planned overhaul of the current jail was discussed, and Commissioner Chang put that on the committee's radar as another large capital investment for which the funding source is yet to be determined (potential bond measure, etc.).

County Health Benefits Trust: The County's strategy has been to subsidize premiums to spend down reserves. However, reserves were spent down higher than projected due in large part to pent-up demand due to COVID-19. Last year, the fund's ending balance decreased by approximately \$4 million due to a spike in claims. The County will need to increase rates in the near future.

County FTE Update: Due to COVID and other factors, vacancy rates have doubled since 2019. There has been a 4% average FTE growth since 2019. Operational growth is critical to continue providing essential services to the County.

Mr. Fister said that it would be educational in the May meetings for departments to share where the vacancies exist and in which subcategories, along with hiring challenges. He asked about the County's policies on filling vacancies, and looking at fulfilling the mission with the headcount they have versus trying to grow headcount to address what they haven't been able to fill. The ability to shift personnel to address departmental needs is another important item to address. Commissioner Adair shared that the average vacancy rate County-wide is 12%.

Mr. Lelack shared that although the vacancy rate has doubled since 2019, the gap is beginning to close as the trend in recent months has been that many vacancies have filled. It is critical for departments to have an accurate estimate of FTEs in their budget for planning purposes moving forward, and it will be interesting to see vacancy rate trends moving forward.

FTE Additions by Department: A slide was shown comparing FTE additions by department FY20 through FY23. Commissioner DeBone stressed the ongoing

challenges of hiring call-takers for Deschutes County 9-1-1. A balance between overtime pay and burnout is an issue with call-takers. Commissioner Adair added that they've made the pre-employment tests easier for applicants to pass. Commissioner Chang added that these jobs are not incredibly highly-paid and housing costs are high and it doesn't balance out for recruitment and retention efforts.

American Rescue Plan Act (ARPA) Update: Deschutes County received ~\$38 million in ARPA funds from the federal government. All except ~\$400,000 (held in Fund 200) have been allocated to affordable housing, childcare, homelessness, public health and COVID prevention, food assistance, infrastructure, small business assistance grants, mental health and administration. Commissioner Adair shared that despite ARPA funds allocations toward a childcare facility at OSU-Cascades, they are not able to turn a profit. Commissioner Chang said that no matter how you look at it, childcare doesn't pencil out when it relies on tuition payments by the parent(s) and there needs to be a way for the portion of the economy who benefits from childcare to cover some of the costs. Mr. Fister posed the question of how to sustain some of these programs after the ARPA funds are expended. Commissioner Chang responded to his concern, adding that the bulk of their ARPA investments are one-time investments and there will not be a need for backfill. Mr. Emerson added that many of the ARPA expenditure line items had a five-year plan moving forward. Mr. Emerson shared that the remainder of the unspent ARPA funds must be obligated by December 2024 and must be spent by December 2026. In response to a question by Mr. Fister about interest earned, Mr. Tittle responded that any interest earned on the unspent ARPA funds in Fund 200 are allocated back within that fund and those earnings are available for any additional projects. Alternately, it can be used for the County's General Fund.

CDD Development Revenues: 8.9%/year average increase since 2017. FY23 has an estimated 1.7% decrease due to a decrease in application volume. In 2015-16, Mr. Lelack added that part of the growth between 2012 and now occurred when the City of Sisters transferred their building (not planning) program to the County, and La Pine also experienced a boom in growth.

RECESS: At the time of 12:18 p.m. the meeting went into a short recess and was reconvened at 12:37 p.m.

FY 2023-24 BUDGET ASSUMPTIONS: Mr. Emerson presented the FY 23-24 Budget Assumptions.

Assessed Value Increase: Based on lower permitting numbers and some economic indicators, the County is assuming a slight decrease to 5.45% (versus the average of 5.50% since 2014).

Cost of Living Adjustment: TBD for FY24. In general, it's based on a 12-month average (CPI for October '21-October '22 is 7.7%).

PERS Outlook: Current '21-'23 rates are in effect through FY23. 2023-2025 rates increased on average 1.6%. FY24 is the first year of the new biennial rates. Slide highlighted the FY21-23 rates versus the new FY23-25 rates which will have ~\$1.75 million impact on FY24 personnel budget. Mr. Tintle added that retiring Tier I/II employees do have an effect since new hires are typically OPSRP.

General Fund (GF) Forecast: GF Property Rate assumption is to increase \$0.06 and levy a permanent rate of \$1.2783 to support essential operations and is necessary for courthouse expansion and future capital plans. Note: This has not been brought before the Deschutes County Board of Commissioners for a vote. Commissioner Chang wants people to know that the impact on their pocket book would be negligible, and shared an example in that the increase of \$0.06/\$1,000 of assessed value on his home equates to approximately \$13 per year. Ms. Trego noted that there is property tax relief available for veterans. In response to a question by Chair Barrett, Mr. Emerson added that the \$0.06 increase equates to just under \$2 million year over year. The big difference in this year's budget over last year's budget is the courthouse expansion and increased inflationary costs.

Impact of Levying Full Tax Rate: Slide shows that the \$0.06 increase will reduce the gap between the GF transfer out to reserve and the estimated debt and capital maintenance expenditures. Mr. Tintle noted that the forecast model goes out to 2048 with and without the \$0.06 increase and the TRT contributions. With the courthouse expansion obligation, the assumptions include the \$0.06 increase *and* a TRT contribution. No contribution from the State was worked into the assumption.

Commissioner Chang asked about the interest rate assumption on the money borrowed for the courthouse expansion. Mr. Tintle responded that the rate assumption is 5.075% but the County could refinance if lower rates are available when it goes out for a bond. In response to an inquiry from Mr. Fister, Mr. Emerson

reported that the model doesn't include any other building projects; it only includes capital maintenance expenditures with inflation over 20 years and the courthouse expansion. The model has extremely conservative expenditure built into it.

Capital Reserve Forecast: This fund pays for debt and minimal capital maintenance moving forward. No new capital improvement projects are included outside of the courthouse expansion, and the \$0.06 increase is assumed. Slide shows that without an infusion of TRT, capital reserve steeply declines over time. TRT contributions will be necessary for future debt service. Mr. Kuhn asked Mr. Emerson about other capital project planning. Mr. Kropp responded that the Facilities Master Plan identifies future needs, refinement and cost estimates: what needs to be replaced and when. It staggers projects to smooth out the costs associated. Mr. Kropp added that staff recommends the \$0.06 increase due in part to the variability and unpredictability of the TRT. Mr. Lelack highlighted that due to the continued growth of the County and its staff, there will be a continued need for further expansions. The Great Resignation has had a significant impact on staffing. There are a lot of unknowns about further capital improvement needs and the associated costs.

TRT Assumptions: Mr. Emerson reiterated that TRT is variable and difficult to project. Based on a 3-year average, FY24 projection is \$12,542,000.

Mr. Lelack said that TRT has subsidized Environmental Health for restaurant inspections for some time. One question is whether to keep the TRT transfer flat or increase fees to cover costs. A bigger question is in regards to Deschutes County Sheriff's Office (DCSO). In recent times, TRT was transferred to the Sheriff's Office for the jail and has continued to increase, to an amount of \$3.6 million last year. Mr. Lelack, Mr. Tintle and Mr. Emerson met with Sheriff Nelson and his leadership team the previous day. Sheriff Nelson shared that approximately 1/3 of their services serve tourists. He had major concerns about reducing the TRT transfer from \$3.6 million back down to \$3.1 million. The Sheriff's Office plans to ask for \$4.1 million in unallocated TRT for the upcoming year. Commissioner Chang brought up the jail remodel and how to pay for it. Mr. Fister discussed whether TRT was more useful as a solution for capital expenditures or operational expenditures.

Commissioner DeBone expressed interest in having a Board work session with Environmental Health and topics for update. He'd also like to meet with Sheriff Nelson and Mr. Brundage to discuss these topics. Ms. Trego suggested gathering information from Environmental Health during this future work session on the

number of inspections that are happening, how many are not happening and what the impacts on restaurants would be with an increase in fees. These inspections are important for health, safety and liability and should theoretically pay for themselves. She’s cognizant about not placing undue burden on businesses.

Commissioner Adair noted that tourists are becoming more impactful, and she used to use the figure of ¼ of DCSO services were tourist-related, particularly when asking for additional judges. Now, Sheriff Nelson has updated this to a figure of 1/3 of their activities. In regards to another matter, Commissioner Adair asked about the 9-1-1 north campus, and if 9-1-1 is expected to pay back the building purchase. This building houses 20,000 square feet, and was purchased just over two years ago and has recently undergone a remodel. Mr. Kropp reported that the current 9-1-1 building debt service is shared by 9-1-1 and OSP. Historically, it’s been a “mixed bag” and is a Board decision. Commissioner Adair was interested in obtaining figures on the number of remote workers. The downtown parking analysis touched on this topic.

At 1:39 p.m., William Kuhn and Bruce Barrett left the meeting due to other schedule commitments.



RECESS: At the time of 1:47 p.m. the meeting went into a short recess and was reconvened at 1:54 p.m.



Courthouse Funding: Estimated cost of construction is \$44.5 million. County staff is proposing issuing full faith and credit bonds for the full amount assuming interest cost of 5.075% for 20 years. Some ARPA funds from the State of Oregon (OJD) can be utilized to buy down the debt. Annual debt service is proposed to be funded by increase in GF property tax rate of \$0.06, unallocated TRT and monitoring the growth rate.

Other Future County Capital Needs: Expansion of Clerk’s Office, Public Safety Campus, District Attorney’s Office and Health Services. Funded through unallocated TRT if viable. Commissioner Adair asked about the square footage at the north campus, the health services building on NE Courtney Drive and the La Pine Community Health Clinic. Mr. Emerson will note this as a topic of discussion in May during the Health Services department update. Fund 070 (Capital Maintenance

Needs) gets \$0.03 in property taxes funding which equates to ~\$900,000 and ~\$500,000 in GF transfer.

Health Insurance Rates: Premiums no longer cover costs so department rates will increase 11% in FY24. Employee rates haven't increased since 2016, but rates may increase in mid-FY24.

Health Benefits Reserve Forecast: Presentation slide illustrates projections between an 11% increase one time and an alternate graph showing an 11% increase in FY24 plus a 5.5% ongoing increase year over year to cover costs. Without the increases, there's a good chance there would be nothing left in reserves in FY25.

Proposed Updates to Budget Process: It has been requested that EDCO and COVA present prior to budget week at a Board meeting but will still attend during budget week. No supplementary handouts during budget meeting, so the Budget Committee would get all materials in the budget book ahead of time.

Budget Calendar: Proposed the week before Memorial Day (May 22-May 25). Last day is for deliberations. Health Services will present on Monday, May 1.

OTHER QUESTIONS: Ms. Trego thanked Mr. Emerson for today's updates. Mr. Fister asked if there is any additional comments or any additional guidance the Budget Committee would like to give staff. Commissioner Chang asked about TRT - how much is required, coupled with the projected \$0.06 increase, to be financially viable. Mr. Emerson discussed some different scenarios of how TRT can fill the gaps. Commissioner Chang asked for a chart showing how much TRT is required on an annual basis, assuming the \$0.06 increase, to keep our Capital Reserve fund in a favorable position. Mr. Emerson can provide this to Commissioner Chang. There are a lot of factors at play, including payments to Sunriver Service District for their public safety building project.

ADJOURN: Being no further items to come before the Budget Committee, the meeting was adjourned at 2:24 p.m.

DATED this _____ Day of _____ 2022 for the Deschutes County Board of Commissioners.

PATTI ADAIR, CHAIR

TONY DEBONE, VICE CHAIR

ATTEST:

PHIL CHANG, COMMISSIONER

RECORDING SECRETARY



WORKFORCE HOUSING PROGRAM





Kôr Community Land Trust provides environmentally sustainable and permanently affordable homeownership opportunities for those who contribute to the fabric of the Central Oregon economy.

Leadership: Executive Director Jackie Keogh
Governance: Community-led Board of Directors

\$2.3 Million Community Land Trust Assets
\$500,000 Annual Operating Budget
Guarantor: Housing Works

THE NEED

- 🏠 The City of Bend median home price is \$770,000
- 🏠 The City of Bend average rent for a studio apartment is \$2,000.
- 🏠 Local employers struggle to retain and hire employees given these costs.
- 🏠 The City of Bend needs more affordable housing to support its workforce.
- 🏠 Land opportunities for affordable housing development is scarce.

THE SOLUTION

- 🏠 Kôr is building 50 permanently affordable homes in the City of Bend.
- 🏠 Kôr can prioritize employees of partnering employers to purchase its homes.*
- 🏠 Kôr can also build more affordable housing on employer owned land.
- 🏠 Kôr homeowners earn an average of \$83,000 in equity after 10 years.
- 🏠 Kôr homeowners' average utility bill is \$12/month.

“I am currently a nurse at St. Charles, I would love to continue to serve the community, but the current housing market will end up forcing me to move.

**Stable housing with Kôr
would change that.”**

– Interested Kôr Homebuyer

POPLAR COMMUNITY



POPLAR COMMUNITY

- 🏠 Located on SW Poplar Street
- 🏠 7 family-sized, single-family homes designed to net-zero standards
- 🏠 Cottage cluster communities on Bend's west-side
- 🏠 Market-rate developer Hiatus Home's quality home designs
- 🏠 Deed-restricted homes that will always resell to income-qualified households

SIMPSON COMMUNITY

- 🏠 Thirty Five 2- and 3-bedroom units in SW Bend
- 🏠 Restricted to households earning 65-100% AMI
- 🏠 Employers commitments in Q1 2023
- 🏠 Homeowners selected in Q4 2024
- 🏠 Homeowners move in from Q2 2025 to Q2 2026

EMPLOYER PARTNERSHIP

1. Target eligible employees

- 🏠 Households earning 65 – 100% AMI
- 🏠 Qualify for a traditional mortgage of est. \$280,000 - \$460,000

2. Donate cash or land to Kor Community Land Trust

- 🏠 Restricted cash donations of \$50K per home
- 🏠 Land donations in lieu of cash to build new communities

HOMEBUYER SELECTION

Kor gives preference to employees in its housing lottery

- 🏠 1 preference point for first-generation homebuyer
- 🏠 2 preference point for one employer partner
- 🏠 Only one employer partner allowed per cottage cluster
- 🏠 Legal opinion approved for preference



HOMEBUYER ORDER EXAMPLE

UNIT 1	First- gen; Employee	3 PTS	} Lottery with each point bracket
UNIT 2	First- gen; Employee	3 PTS	
UNIT 3	Employee	2 PTS	} Lottery with each point bracket
UNIT 4	Employee	2 PTS	
NO UNIT	First- gen; Non- Employee	1 PT	

As long as enough qualified employees apply to fill homes, non-employees will not receive a home over an employee

HOMEOWNERSHIP

Homeowners own the home, lease the land from Kor

Homeownership is not contingent on continued employment

No income cap for homeowners once they close

RESALES

Upon resale to another household, Kor uses the same employer preference

Over the first 75 years of a home, it will resell an average of 4 times

Homeowners who sell earn 1.5% annually on their mortgage/down-payment



Jackie@korlandtrust.org
(541) 247-1244
Korlandtrust.org





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 4, 2023

SUBJECT: Public Hearing - Consideration of Order No. 2023-003, Vacating a Public Right of Way in Section 19 of Township 18S, Range 12E, W.M.

RECOMMENDED MOTION:

Following the public hearing, move approval of Board signature of Order No. 2023-003 to vacate a specified public right-of-way within the River Bend Estates subdivision.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department has received a petition to vacate an unimproved, unnamed public right of way within the River Bend Estates subdivision in Section 19 of Township 18S, Range 12E, W.M.

The petitioners, who are owners of abutting or underlying property to the proposed vacation area, are:

- Benjamin Miller, authorized representative for Bend Christian Fellowship, owner of Tax Lot 2200 on Assessor's Map 18-12-19A (Chief Petitioner);
- Thomas D. Snell, joint owner of Tax Lot 15100 on Assessor's Map 18-12-19C;
- Bryan W. and Donna F. Stiff, owners of Tax Lot 14400 on Assessor's Map 18-12-19C;
- David K. McNaughton and Cherlyn L. Vanover, trustees of the McNaughton-Vanover Living Trust, owner of Tax Lot 14300 on Assessor's Map 18-12-19C; and
- Paul J. and Cindy B. Shonka, owners of Tax Lot 14200 on Assessor's Map 18-12-19C.

The following individuals are owners of abutting or underlying property to the proposed vacation area who are not petitioners to the proposed vacation:

- Shanna L. Snell, joint owner of Tax Lot 15100 on Assessor's Map 18-12-19C;
- Bryan C. and Cady Zivney, owners of Tax Lot 800 on Assessor's Map 18-12-19CD;
- and
- William J. and Jessica C. Steed, owners of Tax Lot 900 on Assessor's Map 18-12-19CD.

The subject right of way is 50 ft. wide and was created by dedication deed recorded at the Deschutes County Clerk's Office as Deed No. 1970-1720616. Road Department records do not indicate why the subject deed was recorded and do not indicate that the subject

dedication was accepted by the Board of County Commissioners in accordance with ORS 93.808; nonetheless, the portion of the right of way described in Deed No. 1970-1720616 located east of present-day Tax Lot 2200 was vacated by Deschutes County Order No. 90-066. The Arnold Irrigation District (AID) Main Canal crosses the southern limits of the proposed vacation area within a separate underlying right of way that is not subject to these vacation proceedings. Private outbuildings appear to exist within the proposed vacation area. There are presently no public road improvements and no public utilities within the proposed vacation area except the aforementioned AID facility.

The vacation of the subject right of way across Tax Lot 2200 would allow for planned site improvements for Bend Christian Fellowship, including new building and parking space; however, vacation of the subject right of way over just Tax Lot 2200 would leave an orphaned right of way over and across the remain underlying properties to the south. As such, the chief petitioner has gathered additional abutting property owner signatures as listed above.

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. 2023-003, 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. The petitioners have paid the applicable vacation petition fee.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED
LEGAL COUNSEL



For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Vacating a Public Right of Way in *
Township 18S, Range 12E, Section 19, *
W.M., in Deschutes County, Oregon * ORDER NO. 2023-003

WHEREAS, proceedings for vacating a public right of way described and depicted in Exhibit "A", 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 right of way filing a petition, the aforementioned Exhibit "A" attached hereto, and upon adoption of Resolution No. 2022-068; and

WHEREAS, said petition contains the acknowledged signatures of owners of more than sixty percent of property abutting said right of way 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 "B" 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, January 4, 2023, 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 and depicted in the attached Exhibit "A" is in the public interest.

Section 2. That the property described and depicted in the attached Exhibit "A" 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 _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

ATTEST:

PATTI ADAIR, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

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: Unnamed 50' right-of-way adjacent to Great Northern Railroad.

Located in Deschutes Co Tax Assessor's Map Number 182119A, Tax Lot 2200, Deschutes County.

Reason for road vacation request: Improvements to the church facility located on the subject property.

DATED this 21st day of June, 2022.

PRINT NAME	SIGNATURE	ADDRESS	CITY	STATE ZIP
<u>Benjamin Miller</u>	<u>Bjm/MLH</u>	<u>19831 Rockinghorse Rd</u>	<u>Oend</u>	<u>OR 97702</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

STATE OF OREGON)
County of Deschutes) ss.

On this 21 day of June, in the year 2022, before me, a Notary Public, personally appeared Benjamin D. Miller 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
Dianna Dale Myers
Notary Public for Oregon.
My Commission expires: September 24, 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: Unnamed 50' right-of-way
adjacent to Great Northern Railroad.

Located in Tax map 181219C Lot 14400 Deschutes County.

Reason for road vacation request: Improvements to the church
facility located at 19831 Rocking Horse Road, known
as map number 182119A, tax lot 2200

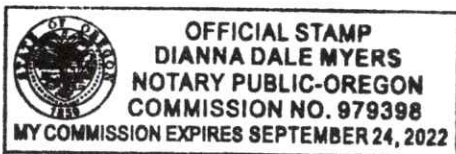
DATED this _____ day of _____, 20_____.

PRINT NAME	SIGNATURE	ADDRESS	CITY	STATE	ZIP
<u>BRYAN STIFF</u>	<u>[Signature]</u>	<u>19772 Buck Canyon Rd</u>	<u>Bend</u>	<u>OR</u>	<u>97702</u>
<u>DONNA STIFF</u>	<u>[Signature]</u>	<u>19772 Buck Canyon Rd</u>	<u>Bend</u>	<u>OR</u>	<u>97702</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STATE OF OREGON)
County of Deschutes) ss.

On this 22 day of September, in the year 2022 before me, a Notary Public, personally appeared Bryan Stiff and Donna Stiff 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: September 24, 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: Unnamed 50' right-of-way
adjacent to Great Northern Railroad

Located in Tax map 181219C lot 14200 Deschutes County.

Reason for road vacation request: Improvements to the church
facility located at 19831 Backing Horse Road, known
as map number 182119A, tax lot 2200

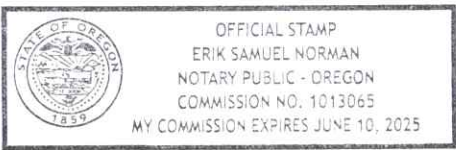
DATED this _____ day of _____, 20_____.

PRINT NAME	SIGNATURE	ADDRESS	CITY	STATE	ZIP
<u>Cindy Shonka</u>	<u>Cindy Shonka</u>	<u>19776 Buck Canyon Rd.</u>	<u>Bend</u>	<u>OR</u>	<u>97702</u>
<u>Paul J Shonka</u>	<u>Paul J Shonka</u>	<u>19776 Buck Canyon Rd</u>	<u>Bend</u>	<u>OR</u>	<u>97702</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STATE OF OREGON)
County of Deschutes) ss.

On this 21 day of Sept, in the year 2022, before me, a Notary Public, personally appeared Cindy Shonka & Paul J Shonka 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: 6-10-25



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: Unnamed 50' right-of-way adjacent to Great Northern Railroad.

Located in Tax Map Number 181219C, Tax Lot 14300, Deschutes County.

Reason for road vacation request: Improvements to the church facility located at 19831 Rocking Horse Road, Known as tax map number 182119A, tax lot 2200

DATED this 30 day of September, 2022.

PRINT NAME	SIGNATURE	ADDRESS	CITY	STATE ZIP
<u>Cherlyn VanDer</u>	<u>[Signature]</u>	<u>19774 Buck Canyon Rd</u>	<u>Bend</u>	<u>97702</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

STATE OF OREGON)
County of Deschutes) ss.

On this 30 day of September, in the year 2022 before me, a Notary Public, personally appeared Cherlyn VanDer 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: August 22, 2028



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: Unnamed 50' right-of-way
adjacent to Great Northern Railroad.

Located in Tax map 181219C lot 4300 Deschutes County.

Reason for road vacation request: Improvements to the church
facility located at 19831 Rocking Horse Road, known
as map number 182119A, tax lot 2200

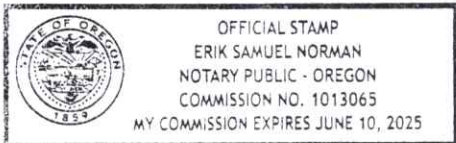
DATED this _____ day of _____, 20_____.

PRINT NAME	SIGNATURE	ADDRESS	CITY	STATE	ZIP
<u>David McNaughton</u>	<u>[Signature]</u>	<u>19774 Buck Canyon Rd.</u>	<u>Bend</u>	<u>OR</u>	<u>97107</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

STATE OF OREGON)
County of Deschutes) ss.

On this 27 day of Sept, in the year 2022, before me, a Notary Public, personally appeared David McNaughton 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: 6-10-25

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: Unnamed 50' right-of-way
adjacent to Great Northern Railroad

Located in Tax map 181219C Lot 1900 Deschutes County.

Reason for road vacation request: Improvements to the church
facility located at 19831 Rocking Horse Road, known
as map number 182119A, tax lot 2200

DATED this 31 day of August, 2022.

PRINT NAME	SIGNATURE	ADDRESS	CITY	STATE	ZIP
<u>Thomas D. Snell</u>	<u>T. Snell</u>	<u>19825 Rocking Horse Rd Bend</u>	<u>OR</u>	<u>97702</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

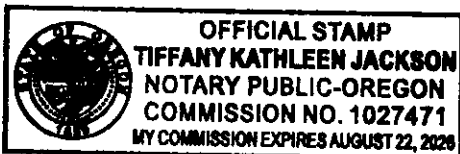
STATE OF OREGON)
County of Deschutes) ss.

On this 31 day of August, in the year 2022, before me, a Notary Public, personally appeared Thomas Snell 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

Tiffany Jackson
Notary Public for Oregon.

My Commission expires: August 22, 2026



VACATION LOSS OF ACCESS CONSENT FORM

I Thomas & Shanna Snell are the owners of Tax Lot 181219C015100 in Deschutes County Oregon. This tax lot is comprised of a portion of Lot 108 of (River Bend Estates). The proposed vacation of (unnamed road) will deprive the following lots within the aforementioned Tax Lot 181219C015100 access to a public road and effectively make these lots land locked:

A portion of Lot 108 of River Bend Estates being tax lot 181219C015100

According to chapter 368.331 of the Oregon Revised Statutes:

"368.331 Limitation on use of vacation proceedings to eliminate access. A county governing body shall not vacate public lands under ORS 368.326 to 368.366 if the vacation would deprive an owner of a recorded property right of access necessary for the exercise of that property right unless the county governing body has the consent of the owner. [1981 c.153 s.35]"

I hereby give the Deschutes County, Oregon consent to proceed with this road vacation.

DATED this 31 day of August, 2022

Thomas & Shanna Snell
<Type Property Owners Name>



STATE OF OREGON)
) SS.
County of Deschutes)

The foregoing instrument was acknowledged before me by Thomas Snell
this 31 day of August, 2022

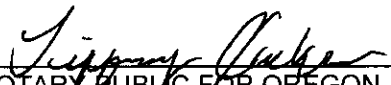

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: August, 22, 2026



Exhibit A

Right of Way Vacation

That portion of Public Right of Way described in Deed Book 172, Page 616, Deschutes County Deed Records, lying within lots 106, 108, 109, 110, and 111 of River Bend Estates, located in the Southwest One-Quarter of the Northeast One-Quarter, the Northwest One-Quarter of the Southeast One-Quarter, and the Southwest One-Quarter of Section 19, Township 18 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon.

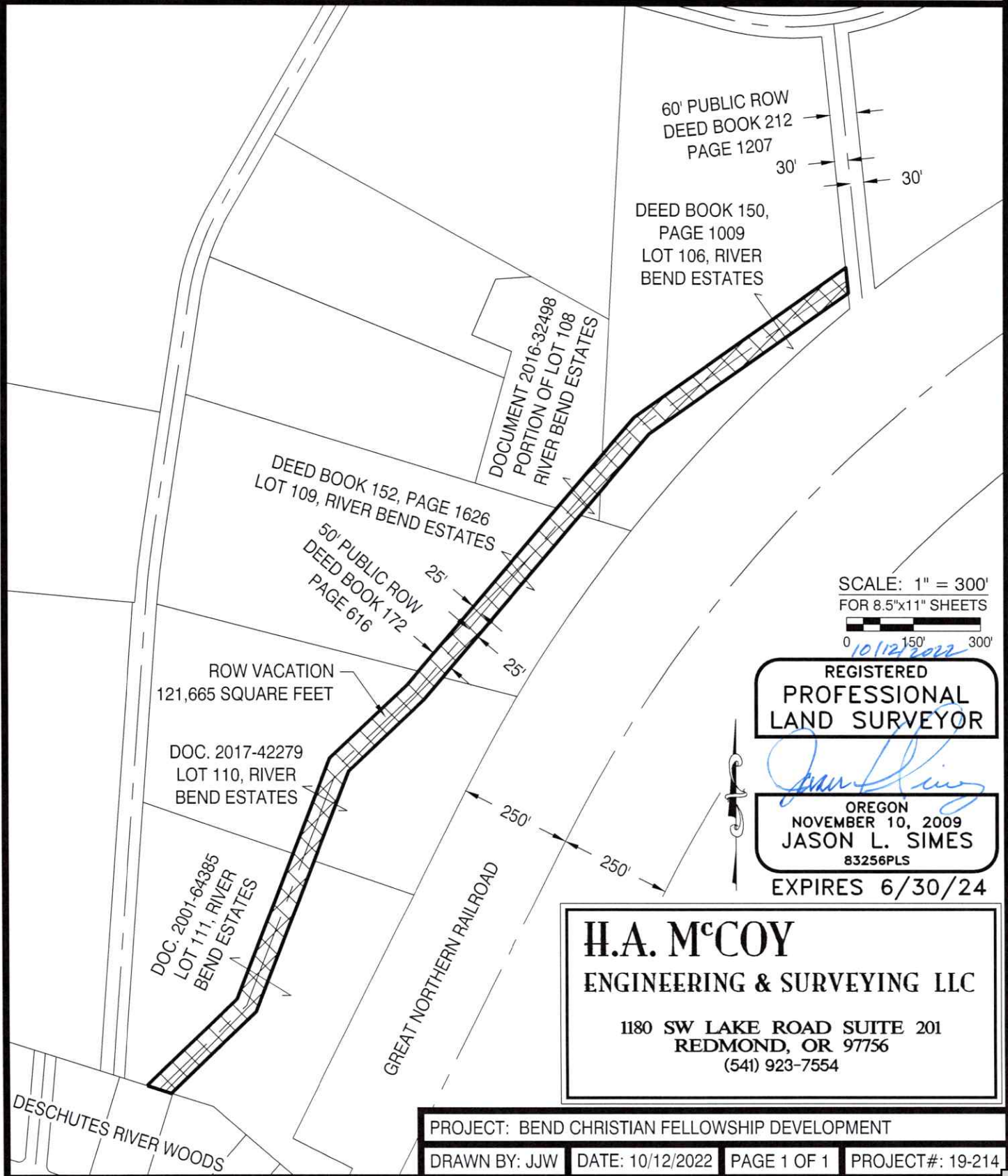
The above described land contains 121,665 square feet, more or less.



EXHIBIT B

RIGHT OF WAY VACATION

A PORTION OF RIGHT OF WAY DESCRIBED IN DEED BOOK 172, PAGE 616,
LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, THE NORTHWEST
ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTHWEST ONE-QUARTER OF SECTION 19,
TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON.



SCALE: 1" = 300'
FOR 8.5"x11" SHEETS



REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/24

H.A. McCOY
ENGINEERING & SURVEYING LLC
1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PROJECT: BEND CHRISTIAN FELLOWSHIP DEVELOPMENT

DRAWN BY: JJW

DATE: 10/12/2022

PAGE 1 OF 1

PROJECT#: 19-214



ROAD DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners

FROM: Cody Smith, County Engineer/Assistant Road Department Director

DATE: December 28, 2022

SUBJECT: **Road Official's Report**
Vacation of Unnamed Right of Way in Section 19, Township 18S, Range 12E, W.M.

Background:

Deschutes County Road Department has received a petition to vacate an unimproved, unnamed public right of way within the River Bend Estates subdivision in Section 19 of Township 18S, Range 12E, W.M.. The Petitioners, who are owners of abutting or underlying property to the proposed vacation area, are:

- Benjamin Miller, authorized representative for Bend Christian Fellowship, owner of Tax Lot 2200 on Assessor's Map 18-12-19A (Chief Petitioner);
- Thomas D. Snell, joint owner of Tax Lot 15100 on Assessor's Map 18-12-19C;
- Bryan W. and Donna F. Stiff, owners of Tax Lot 14400 on Assessor's Map 18-12-19C;
- David K. McNaughton and Cherlyn L. Vanover, trustees of the McNaughton-Vanover Living Trust, owner of Tax Lot 14300 on Assessor's Map 18-12-19C; and
- Paul J. and Cindy B. Shonka, owners of Tax Lot 14200 on Assessor's Map 18-12-19C.

The following individuals are owners of abutting or underlying property to the proposed vacation area who are not Petitioners to the proposed vacation:

- Shanna L. Snell, joint owner of Tax Lot 15100 on Assessor's Map 18-12-19C;
- Bryan C. and Cady Zivney, owners of Tax Lot 800 on Assessor's Map 18-12-19CD; and
- William J. and Jessica C. Steed, owners of Tax Lot 900 on Assessor's Map 18-12-19CD.

The subject right of way is 50 ft. wide and was created by dedication deed recorded at the Deschutes County Clerk's Office as Deed No. 1970-1720616. Road Department records do not indicate why the subject deed was recorded and do not indicate that the subject dedication was accepted by the Board of County Commissioners in accordance with ORS 93.808; nonetheless, the portion of the right of way described in Deed No. 1970-1720616 located east of present-day Tax Lot 2200 was vacated by Deschutes County Order No. 90-066. The

Arnold Irrigation District (AID) Main Canal crosses the southern limits of the proposed vacation area within a separate underlying right of way that is not subject to these vacation proceedings. Private outbuildings appear to exist within the proposed vacation area. There are presently no public road improvements and no public utilities within the proposed vacation area except the aforementioned AID facility.

The Petitioners provided the following reason for the proposed vacation:

“Improvements to the church facility located at 19831 Rocking Horse Road, known as map number 181219A, tax lot 2200.”

The vacation of the subject right of way across Tax Lot 2200 would allow for planned site improvements for Bend Christian Fellowship, including new building and parking space; however, vacation of the subject right of way over just Tax Lot 2200 would leave an orphaned right of way over and across the remain underlying properties to the south. As such, the Chief Petitioner has gathered additional abutting property owner signatures as indicated above.



Figure – Aerial Photo of Proposed Vacation Area

A review of Assessor's Tax Maps 18-12-19B and 18-12-19C indicates that the proposed vacation would effectively landlock Tax Lot 15100, potentially depriving the owners of that property of access necessary for the exercise of their property right. In regards to this matter, Road Department staff note the following:

- Thomas D. Snell, joint owner of Tax Lot 15100, is a Petitioner to the proposed vacation.
- The submitted petition included a loss of access consent form signed by Thomas D. Snell.
- Shanna L. Snell, joint owner of Tax Lot 15100 who is not a Petitioner to the proposed vacation and who did not sign a loss of access consent form, was served with notice of the public hearing for the proposed vacation and has not provided comments on the matter to the Department to date.
- Tax Lot 15100 appears to have access to Rocking Horse Road via a driveway access across Tax Lot 2200 (NOTE: It is currently unknown to Road Department staff if this driveway access exists within the boundaries of a recorded easement instrument.)

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

- Arnold Irrigation District
 - Representative: Steven Johnson, District Manager
 - Service provider does not have existing facilities within the area proposed for vacation
 - **Service provider consents to the proposed vacation**
- Central Oregon Irrigation District
 - Representative: Craig Horrell, District Manager
 - Service provider does not have existing facilities within the area proposed for vacation
 - **Service provider consents to the proposed vacation**
- Roats Water System, Inc.
 - Representative: Michelle Berg, Manager/Shareholder
 - Service provider does not have existing facilities within the area proposed for vacation
 - **Service provider consents to the proposed vacation**
- Avion Water Company, Inc.
 - Representative: Mike Heffernan, Engineering Department
 - Service provider does not have existing facilities within the area proposed for vacation
 - **Service provider consents to the proposed vacation**
- Cascade Natural Gas Corp.
 - Representative: Joshua Aiguar, Operations Manager
 - Service provider does not have existing facilities within the area proposed for vacation
 - **Service provider consents to the proposed vacation**
- CenturyLink
 - Representative: Matthew Reese, ROW Agent II
 - Service provider does not have existing facilities within the area proposed for vacation
 - **Service provider consents to the proposed vacation**
- Pacific Power
 - Representative: Ian Treadway, Operations Manager
 - Service provider does not have existing facilities within the area proposed for vacation
 - **Service provider consents to the proposed vacation**

Road Department staff determined that, when completing their service provider consent forms, the service providers listed above may have only been notified by the Petitioners of the proposed vacation across just Tax Lot 2200; as such, the Department provided notice of the public hearing for the proposed vacation to those service providers listed above identifying the entire proposed vacation area. In response to those notices, the following comments were received:

- Central Oregon Irrigation District
 - Representative: Spencer Stauffer, Land Use Technician
 - Comments: “...Please be advised that Central Oregon Irrigation District (COID) has received Notice of Public Hearing to consider vacation of an unimproved public right of way in Township 18S, Range 12E, Section 19. W.M. (dated November 22, 2022). COID has no facilities or water rights in the vicinity of the proposed vacation. COID has no further comments...”

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 proposed vacation area was offered to the public by dedication deed recorded at the Deschutes County Clerk’s Office as Deed No. 1970-1720616 (ORS 368.326).
- Owners of a recorded property right that would potentially be deprived of access necessary for the exercise of that property right with the proposed vacation have consented to the proposed vacation (ORS 368.331).
- The Petitioners, who represent the owners of more than sixty (60) percent of property abutting the subject right of way, have submitted complete petitions and submitted the required fee (ORS 368.341(1)(c); ORS 368.341(3); ORS 368.341(4); ORS368.351).
- Except for utilities contained by separate easement instruments, the subject right of way does not contain public utilities and does not contain public road improvements of value to the public.
- 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 proposed vacation as described in proposed Order No. 2023-003 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: 1/4/2023

SUBJECT: Psilocybin TPM Amendments – Consideration of Second Reading

BACKGROUND AND POLICY IMPLICATIONS:

On January 4, staff will present Ordinance No. 2022-014 and Ordinance No. 2022-015 to the Board of County Commissioners for consideration of second reading.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Tanya Saltzman, AICP, Senior Planner

DATE: December 28, 2022

SUBJECT: Consideration of Second Reading – Psilocybin TPM Amendments

On January 4, 2023, staff will present Ordinance No. 2022-014 and Ordinance No. 2022-015 to the Board of County Commissioners (Board) for consideration of second reading. The Board conducted first reading on December 19, 2022,¹ following deliberations on December 14.² The initial public hearing was held on November 21, 2022,³ at which time the Board chose to continue the hearing to November 30. The written record was held open until December 2 at 4 p.m.

Staff submitted a 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development (DLCD) on August 25, 2022. Staff presented the proposed amendments to the Planning Commission at a work session on September 8, 2022.⁴ The initial public hearing was held on September 29, 2022,⁵ at which time the Planning Commission voted to continue the hearing to October 13 in order to receive additional oral and written testimony.⁶ At the conclusion of the October 13 public hearing continuation, the oral record was closed and the written record was left open until October 14, 2022.

The record, which contains all memoranda, notices, and written testimony received, is available at the following website: <https://www.deschutes.org/cd/page/247-22-000676-ta-psilocybin-time-place-and-manner-tpm-text-amendments>.

NEXT STEPS

During the December 19 first reading, the Board chose to adopt both ordinances by standard procedure, rather than by emergency. This means that the ordinances will be effective 90 days after the date of adoption, on April 4, 2023.

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-74>

² <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-70>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-67>

⁴ <https://www.deschutes.org/bc-pc/page/planning-commission-16>

⁵ <https://www.deschutes.org/bc-pc/page/planning-commission-19>

⁶ <https://www.deschutes.org/bc-pc/page/planning-commission-20>

Attachments:

Ordinance No. 2022-014 and Corresponding Exhibits

Exhibit A – DCC 18.04 Definitions

Exhibit B – DCC 18.65 Rural Service Center

Exhibit C – DCC 18.66 Terrebonne

Exhibit D – DCC 18.67 Tumalo

Exhibit E – DCC 18.74 Rural Commercial

Exhibit F – DCC 18.100 Rural Industrial

Exhibit G – DCC 18.108 UUC – Sunriver

Exhibit H – DCC 18.116.380 Psilocybin Manufacturing, Service Centers, and Testing Laboratories

Exhibit I – Findings

Ordinance No. 2022-015 and Corresponding Exhibits

Exhibit A – 18.113 Destination Resorts Zone

Exhibit B - Findings

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County Code *
Title 18, Deschutes County Zoning, to Create Time, *
Place, and Manner Regulations Concerning * ORDINANCE NO. 2022-014
Psilocybin Businesses in Unincorporated Deschutes *
County. *

WHEREAS, in November 2020, Ballot Measure 109, the Oregon Psilocybin Services Act, was passed by the voters of Oregon, allowing manufacture, delivery, administration of psilocybin at supervised, licensed facilities beginning on January 2, 2023; and

WHEREAS, the Oregon Psilocybin Services Act allowed the governing body of a city or county to adopt ordinances to be referred to the electors of the city or county for approval at the next statewide general election that prohibit the establishment of licensed psilocybin manufacturing or service centers (“Opt Out”); and

WHEREAS, after a duly noticed public hearing on July 13, 2022 the Board of County Commissioners (the “Board”) adopted Ordinance No. 2022-009 on August 8, 2022, prohibiting the establishment of licensed psilocybin manufacturing or service centers within unincorporated Deschutes County; and

WHEREAS, on November 8, 2022, Deschutes County Ballot Measure 9-152, "Concerning psilocybin manufacturing and service centers in unincorporated Deschutes County," was rejected by the electors and therefore allowed the Oregon Health Authority to begin accepting applications for psilocybin businesses in Deschutes County beginning January 2, 2023; and

WHEREAS, pursuant to Measure 109, the governing body of a city or county may adopt ordinances that impose reasonable time, place, and manner regulations on the location of and operation of businesses located at premises for which a license has been issued for a psilocybin business; and

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-22-000676-TA) to the Deschutes County Code (DCC) Title 18, Chapter 18.04, Title, Purpose, and Definitions; Chapter 18.65, Rural Service Center; Chapter 18.66, Terrebonne Rural Community Zoning Districts; Chapter 18.67, Tumalo Rural Community Zoning Districts; Chapter 18.74, Rural Commercial Zone; Chapter 18.100, Rural Commercial Zone; Chapter 18.108, Urban Unincorporated Community Zone; Sunriver; Chapter 18.116, Supplementary Provisions; to create time, place, and manner regulations concerning psilocybin businesses in unincorporated Deschutes County; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on September 29 and October 13, 2022 and forwarded to the Deschutes County Board of County Commissioners (“Board”) a unanimous recommendation of approval pending several recommendations; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on November 21 and November 30, 2022 and concluded that the public will benefit from the proposed changes to the Deschutes County Code Title 18; now, therefore,

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

Section 1. AMENDMENT. Chapter 18.04, Title, Purpose, and Definitions, is amended to read as described in Exhibit “A”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 2. AMENDMENT. Chapter 18.65, Rural Service Center, is amended to read as described in Exhibit “B”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 3. AMENDMENT. Chapter 18.66, Terrebonne Rural Community Zoning Districts, is amended to read as described in Exhibit “C”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 4. AMENDMENT. Chapter 18.67, Tumalo Rural Community Zoning Districts, is amended to read as described in Exhibit “D”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 5. AMENDMENT. Chapter 18.74, Rural Commercial Zone, is amended to read as described in Exhibit “E”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 6. AMENDMENT. Chapter 18.100, Rural Industrial Zone, is amended to read as described in Exhibit “F”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

Section 7. AMENDMENT. Chapter 18.108, Urban Unincorporated Community Zone; Sunriver, is amended to read as described in Exhibit “G”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strikethrough~~.

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Section 8. AMENDMENT. Chapter 18.116, Supplementary Provisions, is amended to read as described in Exhibit “H”, attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~striketrough~~.

Section 9. FINDINGS. The Board adopts as its findings, Exhibit “I” attached and incorporated by reference herein.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG

Date of 1st Reading: ____ day of _____, 2022.

Date of 2nd Reading: ____ day of _____, 2023.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBone	___	___	___	___
Patti Adair	___	___	___	___
Philip Chang	___	___	___	___

Effective date: ____ day of _____, 2023.

CHAPTER 18.04 TITLE, PURPOSE AND DEFINITIONS

18.04.030 Definitions

* * *

"Psilocybin" means psilocybin or psilocin.

"Psilocybin manufacture as a farm use" means the manufacture, planting, cultivation, growing, harvesting, production, preparation, propagation, any packaging or repackaging of psilocybin-producing fungi or labeling or relabeling of its container, provided that the psilocybin manufacturer is licensed by the Oregon Health Authority with a psilocybin manufacturing endorsement for fungi cultivation. It does not include psilocybin manufacture as a processing use.

"Psilocybin manufacture as a processing use" means the compounding, conversion, or processing of a psilocybin product, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, provided that the psilocybin manufacturer is licensed by the Oregon Health Authority with a psilocybin manufacturing endorsement for psilocybin extraction and/or edible psilocybin production.

"Psilocybin premises" includes the following areas of a location licensed under ORS 475A.210 to 475A.722:

- A. All public and private enclosed areas at the location that are used in the business operated at the location, including offices, kitchens, rest rooms and storerooms;
- B. All areas outside a building that the Oregon Health Authority has specifically licensed for the manufacturing of psilocybin products or the operation of a psilocybin service center; and
- C. For a location that the authority has specifically licensed for the operation of a psilocybin service center outside a building, that portion of the location used to operate the psilocybin service center and provide psilocybin services to clients.

"Psilocybin premises" does not include a primary residence.

"Psilocybin-producing fungi" is:

- A. A crop for the purposes of "farm use" as defined in ORS 215.203;
- B. A crop for purposes of a "farm" and "farming practice," both as defined in ORS 30.930;
- C. A product of farm use as described in ORS 308A.062; and
- D. The product of an agricultural activity for purposes of ORS 568.909.

"Psilocybin products" means psilocybin-producing fungi, mycelium and mixtures or substances containing a detectable amount of psilocybin, including whole fungi, homogenized fungi, psilocybin extract and edible psilocybin products. "Psilocybin products" does not include psilocybin services.

"Psilocybin service center" means an establishment licensed by the Oregon Health Authority:

- A. At which administration sessions are held; and
- B. At which other psilocybin services may be provided.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979
 Amended by Ord. [82-013 §1](#) on 5/25/1982
 Amended by Ord. [83-037 §2](#) on 6/1/1983
 Amended by Ord. [83-033 §1](#) on 6/15/1983
 Amended by Ord. [84-023 §1](#) on 8/1/1984
 Amended by Ord. [85-002 §2](#) on 2/13/1985
 Amended by Ord. [86-032 §1](#) on 4/2/1986
 Amended by Ord. [86-018 §1](#) on 6/30/1986
 Amended by Ord. [86-054 §1](#) on 6/30/1986
 Amended by Ord. [86-056 §2](#) on 6/30/1986
 Amended by Ord. [87-015 §1](#) on 6/10/1987
 Amended by Ord. [88-009 §1](#) on 3/30/1988
 Amended by Ord. [88-030 §3](#) on 8/17/1988
 Amended by Ord. [88-030 §4](#) on 8/17/1988
 Amended by Ord. [89-004 §1](#) on 3/24/1989
 Amended by Ord. [89-009 §2](#) on 11/29/1989
 Amended by Ord. [90-014 §2](#) on 7/12/1990
 Amended by Ord. [91-002 §11](#) on 2/6/1991
 Amended by Ord. [91-005 §1](#) on 3/4/1991
 Amended by Ord. [92-025 §1](#) on 4/15/1991
 Amended by Ord. [91-020 §1](#) on 5/29/1991
 Amended by Ord. [91-038 §§3 and 4](#) on 9/30/1991
 Amended by Ord. [92-004 §§1 and 2](#) on 2/7/1992
 Amended by Ord. [92-034 §1](#) on 4/8/1992
 Amended by Ord. [92-065 §§1 and 2](#) on 11/25/1992
 Amended by Ord. [92-066 §1](#) on 11/25/1992
 Amended by Ord. [93-002 §§1, 2 and 3](#) on 2/3/1993
 Amended by Ord. [93-005 §§1 and 2](#) on 4/21/1993
 Amended by Ord. [93-038 §1](#) on 7/28/1993
 Amended by Ord. [93-043 §§1, 1A and 1B](#) on 8/25/1993
 Amended by Ord. [94-001 §§1, 2, and 3](#) on 3/16/1994

Amended by Ord. [94-008 §§1, 2, 3, 4, 5, 6, 7 and 8](#) on 6/8/1994
Amended by Ord. [94-041 §§2 and 3](#) on 9/14/1994
Amended by Ord. [94-038 §3](#) on 10/5/1994
Amended by Ord. [94-053 §1](#) on 12/7/1994
Amended by Ord. [95-007 §1](#) on 3/1/1995
Amended by Ord. [95-001 §1](#) on 3/29/1995
Amended by Ord. [95-075 §1](#) on 11/29/1995
Amended by Ord. [95-077 §2](#) on 12/20/1995
Amended by Ord. [96-003 §2](#) on 3/27/1996
Amended by Ord. [96-082 §1](#) on 11/13/1996
Amended by Ord. [97-017 §1](#) on 3/12/1997
Amended by Ord. [97-003 §1](#) on 6/4/1997
Amended by Ord. [97-078 §5](#) on 12/31/1997
Amended by Ord. [2001-037 §1](#) on 9/26/2001
Amended by Ord. [2001-044 §2](#) on 10/10/2001
Amended by Ord. [2001-033 §2](#) on 10/10/2001
Amended by Ord. [2001-048 §1](#) on 12/10/2001
Amended by Ord. [2003-028 §1](#) on 9/24/2003
Amended by Ord. [2004-001 §1](#) on 7/14/2004
Amended by Ord. [2004-024 §1](#) on 12/20/2004
Amended by Ord. [2005-041 §1](#) on 8/24/2005
Amended by Ord. [2006-008 §1](#) on 8/29/2006
Amended by Ord. [2007-019 §1](#) on 9/28/2007
Amended by Ord. [2007-020 §1](#) on 2/6/2008
Amended by Ord. [2007-005 §1](#) on 2/28/2008
Amended by Ord. [2008-015 §1](#) on 6/30/2008
Amended by Ord. [2008-007 §1](#) on 8/18/2008
Amended by Ord. [2010-018 §3](#) on 6/28/2010
Amended by Ord. [2010-022 §1](#) on 7/19/2010
Amended by Ord. [2011-009 §1](#) on 10/17/2011
Amended by Ord. [2012-004 §1](#) on 4/16/2012
Amended by Ord. [2012-007 §1](#) on 5/2/2012
Amended by Ord. [2013-008 §1](#) on 7/5/2013
Amended by Ord. [2014-009 §1](#) on 8/6/2014
Amended by Ord. [2015-004 §1](#) on 4/22/2015
Amended by Ord. [2016-015 §1](#) on 7/1/2016
Amended by Ord. [2016-026 §1](#) on 11/9/2016
Amended by Ord. [2016-006 §1](#) on 2/27/2017
Amended by Ord. [2017-015 §1](#) on 11/1/2017
Repealed by Ord. [2018-005 §8](#) on 10/10/2018
Amended by Ord. [2018-006 §4](#) on 11/20/2018
Amended by Ord. [2019-010 §1](#) on 5/8/2019
Amended by Ord. [2019-016 §1](#) on 2/24/2020
Amended by Ord. [2020-001 §1](#) on 4/21/2020

Amended by Ord. [2020-010 §1](#) on 7/3/2020
Amended by Ord. [2020-007 §7](#) on 10/27/2020
Amended by Ord. [2021-013 §3](#) on 4/5/2022
[Amended by Ord. 2022-014 §1 on 1/4/2023](#)

CHAPTER 18.65 RURAL SERVICE CENTER; UNINCORPORATED COMMUNITY ZONE

[18.65.020 RSC; Commercial/Mixed Use District \(Brothers, Hampton, Millican, Whistlestop And Wildhunt\)](#)

[18.65.021 Alfalfa RSC; Commercial/Mixed Use District](#)

18.65.020 RSC; Commercial/Mixed Use District (Brothers, Hampton, Millican, Whistlestop And Wildhunt)

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright, subject to applicable provisions of this chapter:
1. Single-family dwelling.
 2. Manufactured home, subject to DCC 18.116.070.
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Residential home and residential facility.
 5. Two-family dwelling or duplex.
 6. Agricultural uses, as defined in Title 18, and excluding livestock feed lot or sales yard, and hog or mink farms.
 7. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards and criteria established by DCC 18.116.230.
 8. Class III road and street project.
 9. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, and DCC 18.124, Site Plan Review, of this title:
1. Retail store, business office and/or commercial establishment in a building or buildings each not exceeding 4,000 square feet of floor space. The aggregate area for any one type of use that takes place in multiple buildings may not exceed 4,000 square feet.
 2. Residential use in conjunction with a permitted commercial use.
 3. Park or playground.
 4. Community building.
 5. Public or semipublic building or use.

6. Highway maintenance facility.
 7. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 8. Religious institutions or assemblies.
- C. Conditional Uses Permitted. The following uses and their accessory uses are permitted subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, DCC 18.124, Site Plan Review, and DCC 18.128, Conditional Use, of this title:
1. Multi-family dwelling with three or more units.
 2. School.
 3. Cemetery.
 4. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 5. Medical clinic or veterinary clinic.
 6. Community Center.
 7. Manufactured home park.
 8. Recreational vehicle or trailer park.
 9. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A).
 10. Marijuana retailing, subject to the provisions of DCC 18.116.330.
 11. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2002-002 §2](#) on 6/5/2002
Amended by Ord. [2002-028 §1](#) on 7/24/2002
Amended by Ord. [2004-002 §11](#) on 4/28/2004
Amended by Ord. [2015-004 §2](#) on 4/22/2015
Amended by Ord. [2016-015 §4](#) on 7/1/2016
Amended by Ord. [2018-006 §8](#) on 11/20/2018
Amended by Ord. [2020-001 §6](#) on 4/21/2020
[Amended by Ord. 2022-014 §2 on 1/4/2023](#)

18.65.021 Alfalfa RSC; Commercial/Mixed Use District

In Alfalfa, the following uses and their accessory uses are permitted:

- A. Uses Permitted Outright.
 1. Single-family dwelling.

2. Manufactured home, subject to DCC 18.116.070
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Residential home and residential facility.
 5. Two-family dwelling or duplex.
 6. Agricultural uses, as defined in Title 18, and excluding livestock feed lot or sales yard, and hog or mink farms.
 7. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards and criteria established by DCC 18.116.230.
 8. Class III road and street project.
 9. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions and DCC 18.124, Site Plan Review, of this title:
1. Retail store, business office and/or commercial establishment in a building or buildings each not exceeding 4,000 square feet of floor space. The aggregate area for any one type of use that takes place in multiple buildings may not exceed 4,000 square feet.
 2. Residential use in conjunction with a permitted commercial use.
 3. Park or playground.
 4. Community building.
 5. Public or semipublic building or use.
 6. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 7. Religious institutions or assemblies.
- C. Conditional Uses Permitted. The following uses and their accessory uses are permitted subject to applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, DCC 18.124, Site Plan Review, and DCC 18.128, Conditional Use, of this title:
1. School.
 2. Cemetery.
 3. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 4. Medical clinic or veterinary clinic.
 5. Community Center.

6. Recreational vehicle or trailer park.
7. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A).
8. Marijuana retailing, subject to the provisions of DCC 18.116.330.
9. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2002-002 §2](#) on 6/5/2002

Amended by Ord. [2018-006 §8](#) on 11/20/2018

Amended by Ord. [2020-001 §6](#) on 4/21/2020

Amended by Ord. [2022-014 §2](#) on 1/4/2023

CHAPTER 18.66 TERREBONNE RURAL COMMUNITY ZONING DISTRICTS

18.66.040 Commercial (TeC) District

18.66.040 Commercial (TeC) District

The Terrebonne Commercial District is intended to allow a range of commercial and limited industrial uses to serve the community and surrounding rural area.

- A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review:
1. Single-family dwelling or two-family on a lot or parcel existing on June 4, 1997.
 2. Manufactured home on a lot or parcel existing on June 4, 1997, subject to DCC 18.116.070.
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.66.070 and 18.116.230.
 5. Class III road or street project.
 6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.66, 18.116 and 18.1248:
1. A building or buildings not exceeding 4,000 square feet of floor space to be used by any combination of the following uses:
 - a. Retail or service business.
 - b. Eating or drinking establishment.
 - c. Offices.
 - d. Veterinary clinic and kennel entirely within an enclosed building.
 - e. Residential use in the same building as a use permitted by DCC 18.66.040(B)(1).
 - f. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.

2. Any of the uses allowed under DCC 18.66.040 proposing to occupy more than 4,000 square feet of floor area in a building or buildings, subject to provisions of DCC 18.66.040(E).
 3. Child care facility and/or preschool.
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.66, 18.116, 18.124 and 18.128:
1. Motel, with a maximum of 35 units, only if served by a community sewer system as defined in OAR 660-22-010(2).
 2. Recreational vehicle park.
 3. Religious institutions or assemblies.
 4. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 5. Public or private school.
 6. Park.
 7. Public or semi-public building.
 8. Medical center in a building or buildings not exceeding 4,000 square feet of floor space.
 9. Utility facility.
 10. Water supply or treatment facility.
 11. Vehicle and trailer sales, service, repair or rental in a building or buildings not exceeding 4,000 square feet of floor space.
 12. Uses listed below carried on in a building or buildings not exceeding 4,000 square feet of floor space with no exterior displays or storage of industrial equipment, industrial vehicles or industrial products:
 - a. Manufacturing and production.
 - b. Wholesale sales.
 - c. Mini-storage.
 13. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 14. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.
 15. Marijuana retailing, subject to the provisions of DCC 18.116.330.
 16. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [97-003 §2](#) on 6/4/1997

Amended by Ord. [97-063 §3](#) on 11/12/1997

Amended by Ord. [2004-002 §15](#) on 4/28/2004

Amended by Ord. [2015-004 §3](#) on 4/22/2015

Amended by Ord. [2016-015 §5](#) on 7/1/2016

Amended by Ord. [2020-001 §7](#) on 4/21/2020

Amended by Ord. [2020-010 §3](#) on 7/3/2020

Amended by Ord. [2021-004 §3](#) on 5/27/2021

[Amended by Ord. 2022-014 §3 on 1/4/2023](#)

CHAPTER 18.67 TUMALO RURAL COMMUNITY ZONING DISTRICTS

18.67.040 Commercial (TuC) District

18.67.060 Industrial (Tul) District

18.67.040 Commercial (TuC) District

The Tumalo Commercial District is intended to allow a range of limited commercial and industrial uses to serve the community and surrounding area.

- A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review.
1. Single-family dwelling or duplex.
 2. Manufactured home subject to DCC 18.116.070.
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.060 and 18.116.230.
 5. Class III road or street project.
 6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- B. Uses Permitted, Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.67, 18.116 and 18.124:
1. A building or buildings, none of which exceeds 4,000 square feet of floor space to be used by any combination of the following uses:
 - a. Retail or service business.
 - b. Eating and/or drinking establishment.
 - c. Offices.
 - d. Residential use in the same building as a use permitted in DCC 18.67.040.
 - e. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 2. Any of the uses listed under DCC 18.67.040 proposing to occupy more than 4,000 square feet of floor area in a building subject to the provisions of DCC 18.67.040(E).
 3. Child care facility and/or preschool.

- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.116, 18.124, and 18.128:
1. Religious institutions or assemblies.
 2. Bed and breakfast inn.
 3. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 4. Park.
 5. Public or semi-public building.
 6. Utility facility.
 7. Water supply or treatment facility.
 8. Manufactured home/RV park on a parcel in use as a manufactured home park or recreational vehicle park prior to the adoption of PL-15 in 1979 and being operated as of June 12, 1996 as a manufactured home park or recreational vehicle park, including any expansion of such uses on the same parcel as configured on June 12, 1996.
 9. The following uses and their accessory uses may be conducted in a building or buildings not to exceed 4,000 square feet of floor space.
 - a. Farm equipment, sales, service or repair.
 - b. Trailer sales, service or repair.
 - c. Vehicle service or repair.
 - d. Veterinary clinic.
 10. The following uses may be conducted in a building or buildings not to exceed 10,000 square feet of floor space:
 - a. Manufacturing or production.
 - b. Wholesale sales.
 - c. Marijuana retailing, subject to the provisions of DCC 18.116.330.
 11. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 12. Surface mining of mineral and aggregate resources in conjunction with the operation and maintenance of irrigation systems operated by an Irrigation District, including the excavation and mining for facilities, ponds, reservoirs, and the off-site use, storage, and sale of excavated material.
 13. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [97-033 §2](#) on 6/25/1997

Amended by Ord. [97-063 §3](#) on 11/12/1997

Amended by Ord. [2000-033 §11](#) on 12/6/2000

Amended by Ord. [2001-016 §2](#) on 3/28/2001

Amended by Ord. [2001-039 §8](#) on 12/12/2001

Amended by Ord. [2004-002 §19](#) on 4/28/2004

Amended by Ord. [2004-013 §7](#) on 9/21/2004

Amended by Ord. [2015-004 §5](#) on 4/22/2015

Amended by Ord. [2016-015 §6](#) on 7/1/2016

Amended by Ord. [2020-001 §8](#) on 4/21/2020

Amended by Ord. [2020-010 §4](#) on 7/3/2020

Amended by Ord. [2021-004 §4](#) on 5/27/2021

Amended by Ord. [2021-013 §8](#) on 4/5/2022

[Amended by Ord. 2022-014 §4 on 1/4/2023](#)

[18.67.060 Industrial \(Tul\) District](#)

The purpose of the Industrial District is to allow a limited range of industrial uses to serve the community and the surrounding area.

- A. Uses permitted outright. The following uses and their accessory uses are permitted outright:
1. Industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 2. Office buildings associated with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 3. Restaurants and cafeteria facilities associated with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 4. Residence for caretaker or night watchman on property with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 5. Equipment storage associated with industrial uses in existence on the date of adoption of the Unincorporated Communities rule, OAR 660-022 (October 28, 1994);
 6. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.080 and 18.116.230.
 7. Class III road or street project.
 8. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

- B. Uses Permitted, Subject to Site Plan Review. The following uses and their accessory uses are permitted in a building or buildings not to exceed 40,000 square feet of floor area, subject to the applicable provisions of DCC 18.67, 18.116, and 18.124.
1. Expansion or replacement of uses allowed under DCC 18.67.060(A);
 2. Office buildings associated with industrial uses;
 3. Restaurant and cafeteria facilities associated with industrial uses;
 4. Residence for caretaker or night watchman on property with industrial uses;
 5. Equipment storage associated with industrial uses;
 6. Primary processing, packaging, treatment, bulk storage and distribution of the following products:
 - a. Agricultural products, including foodstuffs, animal and fish products, and animal feeds.
 - b. Ornamental horticultural products and nurseries.
 - c. Softwood and hardwood products excluding pulp and paper manufacturing.
 - d. Sand, gravel, clay and other mineral products.
 7. Freight depot, including the loading, unloading, storage and distribution of goods and materials by railcar or truck;
 8. Contractor's or building materials business and other construction-related business including plumbing, electrical, roof, siding, etc.;
 9. Welding, sheet metal, or machine shop provided such is wholly enclosed within a building or all outside storage is enclosed by site-obscuring fencing.
 10. Mini-storage facility.
 11. Manufacturing, storage, sales, rental, repair and servicing of equipment and materials associated with farm and forest uses, logging, road maintenance, mineral extraction, construction or similar rural activities;
 12. Any industrial use proposing to occupy more than 40,000 square feet of floor area in a building or buildings is subject to the provisions of DCC 18.67.060(C) and (D).
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.116, 18.124, and 18.128:
1. Any use permitted by DCC 18.67.060(B) which will exceed 40,000 square feet of floor area;
 2. Concrete or ready mix plant;

3. Stockpiling, storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland Cement Concrete;
4. Buildings, structures, apparatus, equipment and appurtenances necessary for the above uses to be carried on.
5. Marijuana retailing, subject to the provisions of DCC 18.116.330.

6. Psilocybin testing laboratories.

HISTORY

Adopted by Ord. [2005-016 §1](#) on 4/27/2005

Amended by Ord. [2015-004 §6](#) on 4/22/2015

Amended by Ord. [2016-015 §6](#) on 7/1/2016

Amended by Ord. [2021-004 §4](#) on 5/27/2021

[Amended by Ord. 2022-014 §4 on 1/4/2023](#)

CHAPTER 18.74 RURAL COMMERCIAL ZONE

18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store

18.74.025 Uses Permitted; Spring River

18.74.027 Uses Permitted; Pine Forest And Rosland

18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright and do not require site plan review:
1. Single-family dwelling.
 2. Manufactured home subject to DCC 18. 1 16. 070.
 3. Two-family dwelling.
 4. Type 1 Home Occupation, subject to DCC 18. 1 16. 280.
 5. Agricultural uses.
 6. Class I and II road or street project subject to approval as part of a land partition or subdivision, or subject to the standards and criteria established in DCC 18.116.230.
 7. Class III road or street project.
 8. A lawfully established use existing as of 11/05/02, the date this chapter was adopted, not otherwise permitted by this chapter.
- B. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116 and 18.124:
1. A building or buildings not exceeding 2,500 square feet of floor space to be used by any combination of the following uses.
 - a. Restaurant, café or delicatessen.
 - b. Grocery store.
 - c. Tavern.
 - d. Retail sporting goods and guide services.
 - e. Barber and beauty shop.
 - f. General store.
 - g. Video store.

- h. Antique, art, craft, novelty and second hand sales if conducted completely within an enclosed building.
- 2. Expansion of a nonconforming use listed under section B(1)(a-h), existing as of 11/05/2002, the date this chapter was adopted, shall be limited to 2,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.
- 3. A building or buildings not exceeding 3,500 square feet of floor space to be used by any combination of the following uses.
 - a. Retail sales of agricultural or farm products.
 - b. Farm machinery sales and repair.
 - c. Kennel.
 - d. Veterinary clinic.
 - e. Automobile service station and repair garage, towing service, fuel storage and sales.
 - f. Public or semi-public use.
 - g. Residential use in the same building as a use permitted by this chapter.
 - h. Park or playground.
- 4. Expansion of a nonconforming use listed under section B(3)(a-h), existing as of 11/05/2002, the date this chapter was adopted, shall be limited to 3,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.
- C. Uses Permitted Subject to Site Plan Review. The following uses and their accessory uses are permitted, subject to the applicable provisions of this chapter, DCC 18.116, Supplementary Provisions, and DCC 18.124, Site Plan Review, of this title:
 - 1. Child care facility and/or preschool.
- D. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116, 18.124 and 18.128:
 - 1. A building or buildings not exceeding 3,500 square feet of floor space to be used by any combination of the following uses.
 - a. Type 2 or Type 3 Home Occupation, subject to DCC 18.116.280.
 - b. Utility facility.
 - c. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 - d. Religious institutions or assemblies.
 - e. School.

2. Recreational vehicle park
3. Mini-storage facilities limited to 35,000 square feet in size.
4. Marijuana retailing, subject to the provisions of DCC 18.116.330.
5. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2002-019 §2](#) on 8/7/2002

Amended by Ord. [2004-002 §20](#) on 4/28/2004

Amended by Ord. [2008-008 §1](#) on 3/18/2008

Amended by Ord. [2015-004 §7](#) on 4/22/2015

Amended by Ord. [2016-015 §7](#) on 7/1/2016

Amended by Ord. [2020-001 §9](#) on 4/21/2020

Amended by Ord. [2020-010 §5](#) on 7/3/2020

Amended by Ord. [2021-013 §9](#) on 4/5/2022

Amended by Ord. [2022-014 §5](#) on 1/4/2023

18.74.025 Uses Permitted; Spring River

A. Uses Permitted subject to Site Plan Review.

1. Retail/rental store, office, or service establishment.
 - a. Use Limitations. Each use in section (A)(1) shall not exceed 2,500 square feet of building floor space on a single lot.
 - b. Building Limitations. For (A)(1) uses, if multiple buildings are located on a single lot, the total square feet of floor space for each building shall not exceed 2,500 square feet.
 - c. The applicable provisions of this chapter, along with DCC 18.116 and 18.124, apply to retail/rental store, office or service establishments, including but not limited to the following uses and their accessory uses:
 1. Fishing supplies and equipment.
 2. Snowmobiling accessories.
 3. Marine accessories.
 4. General store.
 5. Hardware store.
 6. Convenience store with gas pumps.
 7. Eating and drinking establishment.
 8. Recreational rental equipment store.

9. Excavation business.
 10. Landscaping business/service.
 11. Health care service.
 12. Beauty shop.
 13. Video store.
 14. Post office.
 15. Party supply.
 16. Equipment sales and rental.
 17. Appliance store.
 18. Bank.
 19. Exterminator.
 20. Private mailing and packaging store.
 21. Bakery.
- d. Expansion of a nonconforming use listed in section (A)(1), existing as of 11/05/02, the date this chapter was adopted, shall be limited to 2,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.
2. Pet, livestock supply and farm machinery sales and repair.
- a. Use Limitations. Each use in section (A)(2) shall not exceed 3,500 square feet of building floor space on a single lot, whether the use is contained within a single or multiple buildings.
 - b. Building Limitation. For section (A)(2) uses, if multiple buildings are located on a single lot, the total square feet of floor space for each building shall not exceed 3,500 square feet.
 - c. The applicable provisions of this chapter, along with DCC 18.116 and 18.124, apply to the following uses and their accessory uses, and any combination of these uses:
 1. Pet and livestock supply
 2. Farm machinery sales and repair.
 - d. Expansion of a nonconforming use listed in section (A)(2), existing as of 11/05/02, the date this chapter was adopted, shall be limited to 3,500 square feet of floor space or 25 percent of the size of the building as of said date, whichever is greater.

B. Conditional Uses.

1. Use Limitations. Each use in section (B) shall not exceed 2,500 square feet of building floor space on a single lot, whether the use is contained within a single or multiple buildings.
2. Buildings Limitations. Each use in section (B) shall not exceed 2,500 square feet of building floor space on a single lot.
3. The applicable provisions of this chapter, along with DC 18.116.124 and 18.128, apply to the following uses and their accessory uses:
 - a. Full service gas station with automobile repair services.
 - b. Welding shop.
 - c. Mini-storage units
 - d. Marijuana retailing, subject to the provisions of DCC 18.116.330.
 - e. Psilocybin service centers, subject to the provisions of DCC 18.116.380.
4. Expansion of a nonconforming use listed in section B, existing as of 11/05/02, the date this chapter was adopted, shall be limited to 2,500 square feet or 25 percent of the size of the building as of said date, whichever is greater.

HISTORY

Amended by Ord. [96-023 §1](#) on 3/20/1996

Amended by Ord. [96-046 §1](#) on 7/3/1996

Amended by Ord. [97-015 §1](#) on 3/26/1997

Amended by Ord. [2002-019 §2](#) on 8/7/2002

Amended by Ord. [2006-008 §7](#) on 8/29/2006

Amended by Ord. [2008-008 §1](#) on 3/18/2008

Amended by Ord. [2015-004 §7](#) on 4/22/2015

Amended by Ord. [2016-015 §7](#) on 7/1/2016

Amended by Ord. [2020-017 §1](#) on 1/29/2021

Amended by Ord. [2022-014 §5](#) on 1/4/2023

18.74.027 Uses Permitted; Pine Forest And Rosland

- A. Uses Permitted Outright. Any use listed as a use permitted outright by DCC 18.74.020(A).
- B. Uses Permitted subject to Site Plan Review. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116 and 18.124:

1. A building or buildings each not exceeding 2,500 square feet of floor space to be used by any combination of the following uses that serve the surrounding rural area or the travel needs of persons passing through the area:
 - a. Eating and drinking establishments.
 - b. Retail store, office and service establishments.
 - c. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 2. Expansion of a nonconforming use existing as of 11/05/2002 shall be limited to 2,500 square feet or 25 percent of the size of the building (or portion of the building) housing the nonconforming use as of said date, whichever is greater.
 3. A building or buildings each not exceeding 3,500 square feet of floor space to be used by any combination of the following uses:
 - a. Sales of agricultural or farm products.
 - b. Farm machinery sales and repair.
 - c. Kennel or veterinary clinic.
 - d. Automobile service station, repair garage, towing service, fuel storage and fuel sales.
 - e. Public or semi-public use.
 - f. Residential use in the same building as a use permitted in this chapter.
 - g. Park or playground.
 4. Expansion of a nonconforming use existing as of 11/05/2002 shall be limited to 3,500 square feet each or 25 percent of the size of the building (or portion of the building) housing the nonconforming use as of said date, whichever is greater.
 5. Child care facility and/or preschool.
- C. Conditional Uses. The following uses and their accessory uses are permitted subject to the applicable provisions of this chapter and DCC 18.116, 18.124 and 18.128:
1. A building or buildings each not exceeding 3,500 square feet of floor space to be used by any of the following uses:
 - a. Home occupation as defined in DCC 18.04.
 - b. Utility facility.
 - c. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
 - d. Religious institutions or assemblies.

- e. School.
 - f. Marijuana retailing, subject to the provisions of DCC 18.116.330.
- 2. Recreational vehicle park.
 - 3. Mini-storage facilities limited to 35,000 square feet in size.
 - 4. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2003-080 §1](#) on 1/6/2004

Amended by Ord. [2007-007 §1](#) on 3/5/2007

Amended by Ord. [2008-008 §1](#) on 3/18/2008

Amended by Ord. [2015-004 §7](#) on 4/22/2015

Amended by Ord. [2016-015 §7](#) on 7/1/2016

Amended by Ord. [2020-001 §9](#) on 4/21/2020

Amended by Ord. [2020-010 §5](#) on 7/3/2020

Amended by Ord. [2022-014 §5](#) on 1/4/2023

CHAPTER 18.100 RURAL INDUSTRIAL ZONE; R-I

18.100.020 Conditional Uses

18.100.020 Conditional Uses

The following uses may be allowed subject to DCC 18.128:

- A. Any use permitted by DCC 18.100.010, which is located within 600 feet of a residential dwelling, a lot within a platted subdivision or a residential zone.
- B. Any use permitted by DCC 18.100.010, which involves open storage.
- C. Concrete or ready-mix plant.
- D. Petroleum products storage and distribution.
- E. Storage, crushing and processing of minerals, including the processing of aggregate into asphaltic concrete or Portland Cement Concrete.
- F. Commercial feedlot, stockyard, sales yard, slaughterhouse and rendering plant.
- G. Railroad trackage and related facilities.
- H. Pulp and paper manufacturing.
- I. Any use permitted by DCC 18.100.010, which is expected to exceed the following standards:
 - 1. Lot coverage in excess of 70 percent.
 - 2. Generation of any odor, dust, fumes, glare, flashing lights or noise that is perceptible without instruments 500 feet from the property line of the subject use.
- J. Manufacture, repair or storage of articles manufactured from bone, cellophane, cloth, cork, feathers, felt, fiber, glass, stone, paper, plastic, precious or semiprecious stones or metal, wax, wire, wood, rubber, yarn or similar materials, provided such uses do not create a disturbance because of odor, noise, dust, smoke, gas, traffic or other factors.
- K. Processing, packaging and storage of food and beverages including those requiring distillation and fermentation.
- L. Public Landfill Transfer Station, including recycling and other related activities.
- M. Mini-storage facility.
- N. Automotive wrecking yard totally enclosed by a sight-obscuring fence.
- O. Wireless telecommunications facilities, except those facilities meeting the requirements of DCC 18.116.250(A) or (B).
- P. Utility facility.

- Q. Manufacturing, storage, sales, rental, repair and servicing of equipment and materials associated with farm and forest uses, logging, road maintenance, mineral extraction, construction or similar rural activities.
- R. Electrical substations.
- S. Marijuana retailing, subject to the provisions of DCC 18.116.330.

T. Psilocybin testing laboratories.

HISTORY

Adopted by Ord. [PL-15](#) on 11/1/1979

Amended by Ord. [86-018](#) §15 on 6/30/1986

Amended by Ord. [90-014](#) §38 on 7/12/1990

Amended by Ord. [91-020](#) §1 on 5/29/1991

Amended by Ord. [91-038](#) §1 on 9/30/1991

Amended by Ord. [97-063](#) §3 on 11/12/1997

Amended by Ord. [2001-016](#) §2 on 3/28/2001

Amended by Ord. [2001-039](#) §12 on 12/12/2001

Amended by Ord. [2002-126](#) §1 on 12/11/2002

Amended by Ord. [2004-013](#) §10 on 9/21/2004

Amended by Ord. [2016-015](#) §8 on 7/1/2016

Amended by Ord. [2018-006](#) §12 on 11/20/2018

Amended by Ord. [2021-004](#) §5 on 5/27/2021

[Amended by Ord. 2022-014 §6 on 1/4/2023](#)

CHAPTER 18.108 URBAN UNINCORPORATED COMMUNITY ZONE; SUNRIVER

[18.108.050 Commercial; C District](#)

[18.108.055 Town Center; TC District](#)

18.108.050 Commercial; C District

- A. Uses Permitted Outright. Any combination of the following uses and their accessory uses are permitted outright in the C district.
1. Recreational path.
 2. Ambulance service.
 3. Library.
 4. Religious institutions or assemblies.
 5. Bus stop.
 6. Community center.
 7. A building or buildings each not exceeding 8,000 square feet of floor space housing any combination of:
 - a. Retail/rental store, office and service establishment.
 - b. Art galleries
 - c. Dry cleaner and/or self-service laundry establishment.
 - d. Radio and television sales and service.
 - e. Radio and television broadcasting studios and facilities, except towers.
 - f. Restaurant, bar and cocktail lounge, including entertainment.
 - g. Automobile service station.
 - h. Technical and business school.
 - i. Catering establishment.
 - j. Crafts in conjunction with retail sales (occurring on premises, such as stained glass/pottery, etc.).
 - k. Medical and dental clinic, office and laboratory.
 - l. Theater not exceeding 4,000 square feet of floor area.

- m. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.
 - 8. Multiple-family residential dwelling units, subject to the provisions of DCC 18.108.050(C)(1).
 - 9. Residential dwelling units constructed in the same building as a commercial use, subject to the provisions of DCC 18.108.050(C)(2).
 - 10. Post Office.
 - 11. Administrative and office facility associated with a community association or community use.
 - 12. Police facility.
- B. Conditional Uses Permitted. The following conditional uses may be permitted subject to DCC 18.128 and a conditional use permit.
- 1. Public buildings and public utility buildings and structures.
 - 2. Club, lodge or fraternal organization.
 - 3. Commercial off-street parking lot.
 - 4. Bus passenger station.
 - 5. Interval ownership and/or time-share unit or the creation thereof.
 - 6. Miniature golf.
 - 7. Bed and breakfast inn.
 - 8. Inn.
 - 9. Residential facility.
 - 10. A building or buildings each not exceeding 8,000 square feet of floor space housing any combination of:
 - a. Bowling alley.
 - b. Car wash.
 - c. Dancing or music school, nursery school, kindergarten and day-care facility.
 - d. Theater exceeding 4,000 square feet in floor area.
 - e. Veterinary clinic or kennel operated entirely within an enclosed building.
 - f. Automotive repair and maintenance garage, or tire store, provided the business is wholly conducted within an enclosed building.
 - g. Marijuana retailing, subject to the provisions of DCC 18.116.330.

11. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Repealed & Reenacted by Ord. [97-078 §2](#) on 12/31/1997

Amended by Ord. [98-016 §1](#) on 3/11/1998

Amended by Ord. [2003-026 §1](#) on 7/9/2003

Amended by Ord. [2015-004 §9](#) on 4/22/2015

Amended by Ord. [2016-015 §9](#) on 7/1/2016

Amended by Ord. [2020-001 §12](#) on 4/21/2020

[Amended by Ord. 2022-014 §7 on 1/4/2023](#)

18.108.055 Town Center; TC District

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright in the TC District.
1. Park or plaza.
 2. Library.
 3. Community center.
 4. Visitors center.
 5. A building, or buildings each not exceeding 8,000 square feet of floor space, unless approved as a Large Scale Use pursuant to DCC 18.108.055(C), including any of the following uses:
 - a. Retail/rental store, office, civic and service establishment.
 - b. Grocery store.
 - c. Art gallery.
 - d. Restaurant, bakery, delicatessen, pub, cocktail lounge, including entertainment.
 - e. Health care service including medical and dental clinic, office, pharmacy, and laboratory but excluding nursing homes.
 - f. Health & fitness facility.
 - g. Barber, beauty shop or spa.
 - h. Child care center, preschool and daycare facility.
 - i. Bank.
 - j. Post office.
 - k. Veterinary clinic (without animal boarding facilities).

- l. Crafts in conjunction with retail sales (occurring on premises such as sculpture, stained glass, pottery, etc.).
 - m. Meeting room, convention and banquet facility.
 - n. Property sales, mortgage, management or rental office.
 - o. Movie theater.
6. Multi-family Residential, subject to paragraphs (E)(1) and (2).
 7. Developed recreational facilities, outdoors or in a building or buildings each not exceeding 8,000 square feet of floor space, unless approved as a Large Scale Use pursuant to DCC 18.108.055(C), including, but not limited to the following facilities:
 - a. Indoor and outdoor swimming pools.
 - b. Ice skating rink.
 - c. Indoor and outdoor tennis courts.
 - d. Indoor and outdoor basketball court or other ball field.
 - e. Physical fitness facilities.
 - f. Park, playground and picnic and barbeque area.
 - g. Walkways, bike paths, jogging paths.
 - h. Bowling alley.
 - i. Arcade.
 8. Hotel with up to 100 hotel units in a single building.
 9. Mixed Use Structure, subject to the rules of DCC 18.108.055(E)(3) and a limit of 8,000 square feet of floor space for commercial uses listed in DCC 18.108.055(A)(5) or recreational uses listed in DCC 18.108.055(A)(7), unless said uses are approved as large scale uses pursuant to DCC 18.108.055(C).
 10. Residential Facility.
 11. Senior housing/assisted living or active adult development, excluding nursing homes.
 12. Townhomes, subject to paragraphs (E)(1) and (2).
 13. Accessory uses to uses permitted outright, including, but not limited to, parking facilities, private roads, storage facilities, trash receptacles and recycling areas.
 14. Similar uses to those allowed outright, provided they are approved by the County in the decision approving the Conceptual Site Plan described in DCC 18.108.055(K).
 15. Religious institutions or assemblies.

B. Conditional Uses Permitted. The following conditional uses may be permitted pursuant to the provisions of DCC 18.128, Conditional Use Permits.

1. Public buildings and public utility buildings and structures.
2. Bed and breakfast inn.
3. Ambulance service.
4. Fire station.
5. Police station.
6. Bus passenger station.
7. Live/work residence.
8. Stand-alone parking structure.
9. Accessory uses to the above-listed conditional uses.
10. Marijuana retailing, subject to the provisions of DCC 18.116.330.

11. Psilocybin service centers, subject to the provisions of DCC 18.116.380.

HISTORY

Adopted by Ord. [2008-015 §2](#) on 6/30/2008

Amended by Ord. [2015-004 §9](#) on 4/22/2015

Amended by Ord. [2016-015 §9](#) on 7/1/2016

Amended by Ord. [2020-001 §12](#) on 4/21/2020

[Amended by Ord. 2022-014 §7 on 1/4/2023](#)

CHAPTER 18.116 SUPPLEMENTARY PROVISIONS

18.116.380 Psilocybin Manufacturing, Service Centers, and Testing Laboratories

18.116.380 Psilocybin Manufacturing, Service Centers, and Testing Laboratories

A. Applicability. Section 18.116.380 applies to:

1. Psilocybin Manufacture as a Farm Use in the EFU, F-1, and F-2 zones.
2. Psilocybin Manufacture as a Processing Use in the EFU, F-1, and F-2 zones.
3. Psilocybin Service Centers in the EFU, RC, RSC, SUC, SUTC, TeC, and TuC zones.
4. Psilocybin Testing Laboratories in the RI and TuI zone.

B. Psilocybin Manufacture as a Farm Use. Psilocybin manufacture as a farm use shall be subject to the following standards:

1. Indoor Fungi Cultivation. Psilocybin-producing fungi must be grown indoors. Fungi cultivation is prohibited in any outdoor area.
2. Setbacks. Setback requirements shall be applied from the underlying zone.
3. Separation distances.

a. Psilocybin manufacture as a farm use shall be located a minimum of 1,000 feet from:

- (1) A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
- (2) A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a); and

b. Notwithstanding DCC 18.116.380(D)(3)(a), psilocybin manufacture as a farm use may be located within 1,000 feet of a school if:

- (1) The psilocybin service center is not located within 500 feet of:

 - i. A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
 - ii. A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a).
- (2) The Oregon Health Authority determines that there is a physical or geographic barrier capable of preventing children from traversing to the premises of the psilocybin manufacture as a farm use.

4. Prohibited Uses.

a. In the EFU zone, the following uses are prohibited:

- (1) A new dwelling used in conjunction with a psilocybin-producing fungi crop;
- (2) A farm stand, as described in DCC 18.16.038(C), used in conjunction with a psilocybin-producing fungi crop.

C. Psilocybin Manufacture as a Processing Use. Psilocybin manufacture as a processing use shall be subject to the standards in DCC 18.16.025(I).

D. Psilocybin service centers. Psilocybin service centers shall be subject to the following standards:

- 1. Co-Location. The operation of a psilocybin service center may be carried on in conjunction with a psilocybin-producing fungi crop in the Exclusive Farm Use zone subject to either DCC 18.16.030(E) or 18.16.030(M).

2. Prohibited Uses.

a. In zones other than Exclusive Farm Use zone, a psilocybin service center as a Home Occupation or Commercial Activity in Conjunction with Farm Use.

3. Separation distances.

a. Psilocybin service centers shall be located a minimum of 1,000 feet from:

- (1) A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
- (2) A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a)

b. Notwithstanding DCC 18.116.380(D)(3)(a), a psilocybin service center may be located within 1,000 feet of a school if:

- (1) The psilocybin service center is not located within 500 feet of:

 - i. A public elementary or secondary school for which attendance is compulsory under ORS 339.020; or
 - ii. A private or parochial elementary or secondary school, teaching children as described in ORS 339.030 (1)(a); and
- (2) The Oregon Health Authority determines that there is a physical or geographic barrier capable of preventing children from traversing to the premises of the psilocybin service center.

4. Setbacks. Setback requirements shall be applied from the underlying zone.
5. Hours of Operation. Hours of operation shall be no earlier than 6:00 a.m. and no later than 11:59 p.m. on the same day, unless a facilitator determines that it is appropriate to continue an administration session beyond 11:59 PM local time, subject to the requirements in OAR 333-333-5250(3).

HISTORY

Adopted by Ord. 2022-014 §8 on 1/4/2023

FINDINGS

I. PROPOSAL

This is a legislative text amendment to Deschutes County Code (DCC), Title 18, County Zoning. The primary purpose of the amendments is to create time, place, and manner regulations concerning psilocybin manufacturing, service centers, and testing laboratories. A brief summary of the amendments are as follows:

- DCC 18.04.030: Adds new definitions for terms relating to psilocybin.
- DCC 18.65 Rural Service Center, 18.66 Terrebonne Rural Community, 18.67 Tumalo Rural Community, 18.74 Rural Commercial, 18.108 Sunriver Urban Unincorporated Community: Adds psilocybin service centers as a conditional use with site plan review
- DCC 18.67 Tumalo Rural Community, 18.100 Rural Industrial: Adds psilocybin testing laboratories as a conditional use with site plan review
- DCC 18.116.380: Adds a new chapter creating time, place, and manner criteria for psilocybin manufacture as farm use; psilocybin manufacture as a processing use; psilocybin service centers.

II. BACKGROUND

On November 3, 2020, Oregon voters approved Ballot Measure 109, the Psilocybin Program Initiative, which legalized psilocybin in Oregon subject to the criteria noted in the measure and subsequent rulemaking.

Measure 109 automatically opts cities and counties into the psilocybin program, which first underwent a two-year development period, and is slated to begin statewide on January 2, 2023. However, Measure 109 offers the option for cities and counties to opt out via a ballot measure in the next general election—in this case, November 8, 2022.

On June 1, 2022, staff provided the Board of County Commissioners (Board) with an overview of Measure 109.¹ During the discussion, staff noted the compressed timeline: Oregon Health Authority (OHA), which administers the program and the licensing system, was engaged in rulemaking throughout late 2021 and all of 2022, with completion anticipated by December 2022, yet OHA is due to begin accepting applications for licenses on January 2, 2023. OHA licenses will require a Land Use Compatibility Statement (LUCS) to be issued by the County. This timeline placed the Board—as

¹ <https://www.deschutes.org/bcc/page/board-commissioners-meeting>

well as the industry and the public—in a difficult position of not knowing key aspects of the program in advance of the program beginning.

On July 13, 2022, the Board of County Commissioners conducted an afternoon and evening hearing to consider Ordinance No. 2022-009, Referring a Measure to the Electors to Prohibit Product Manufacturers and Psilocybin Service Center Operators within Unincorporated Deschutes County.² The Board deliberated on the matter on July 20 and adopted a first reading of Ordinance No. 2022-009; second reading occurred on August 8. The opt-out measure was subject to Deschutes County voters for the November 8, 2022 General Election, at which time the voters overturned the opt out.

Measure 109—and the corresponding Oregon Revised Statute 475A.530—allows cities and counties to adopt “reasonable regulations” for time, place, and manner (TPM) concerning psilocybin businesses. During deliberation the Board expressed interest in developing TPM amendments in the event voters reject prohibiting psilocybin manufacturing and psilocybin service centers in the unincorporated county. Amendments could be adopted by the end of the calendar year, prior to the Oregon Health Authority (OHA) accepting applications for licensure on January 2, 2023. On July 27, the Board directed staff to begin the TPM process.³

Measure 109 provides no direction as to reasonable time, place, and manner restrictions. It is difficult for staff to estimate impacts from a transportation and land use standpoint without real world examples of psilocybin production, processing, and service centers that the Board can consider. Ultimately, in order for regulations to be “reasonable,” such regulations must be necessary to protect public health, safety and welfare. Erring on the side of more restrictive TPM regulations is defensible because the range and extent of potential impacts of psilocybin production, processing and service centers cannot be defined—and therefore analyzed to determine compliance with statewide planning goals or Comprehensive Plan policies—at this stage.

III. REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and its existing Comprehensive Plan.

IV. FINDINGS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

² <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-63>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-65>

FINDING: This criterion will be met because a public hearing was held before the Deschutes County Planning Commission and Board of County Commissioners.

Section 22.12.020, Notice

Notice

A. Published Notice

- 1. Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.**
- 2. The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.**

FINDING: This criterion will be met as notice was published in the Bend Bulletin newspaper for the Planning Commission public hearing, and the Board of County Commissioners' public hearing.

B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.

FINDING: Posted notice was determined by the Planning Director not to be necessary.

C. Individual notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.

FINDING: Given the proposed legislative amendments do not apply to any specific property, no individual notices were sent.

D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion is met.

Section 22.12.030 Initiation of Legislative Changes.

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of County Commissioners.

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board of County Commissioners, and has received a fee waiver. This criterion is met.

Section 22.12.040. Hearings Body

- A. *The following shall serve as hearings or review body for legislative changes in this order:***
 - 1. *The Planning Commission.***
 - 2. *The Board of County Commissioners.***

- B. *Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

FINDING: The Deschutes County Planning Commission held the initial public hearing on September 29 and October 13, 2022. The Board then held a public hearing on November 21 and November 30, 2022. These criteria are met.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes will be implemented by Ordinance No. 2022-014 upon approval and adoption by the Board of County Commissioners. This criterion will be met.

A. Statewide Planning Goals and Guidelines

Goal 1: Citizen Involvement: The amendments do not propose to change the structure of the County’s citizen involvement program. Notice of the proposed amendments were provided to the *Bulletin* for each public hearing.

Goal 2: Land Use Planning: This goal is met because ORS 197.610 allows local governments to initiate post acknowledgment plan amendments (PAPA). An Oregon Land Conservation and Development Department 35-day notice was initiated on August 25, 2022. The Planning Commission held a public hearing on September 29, 2022 and the Board of County Commissioners held a public hearing on November 21, 2022. This Findings document provides the adequate factual basis for the amendments.

Goal 3: Agricultural Lands: Measure 109 and the corresponding Oregon Revised Statute 475A.570(2) specify that psilocybin-producing fungi is:

- (a) A crop for the purposes of "farm use" as defined in ORS 215.203;
- (b) A crop for purposes of a "farm" and "farming practice," both as defined in ORS 30.930;
- (c) A product of farm use as described in ORS 308A.062; and
- (d) The product of an agricultural activity for purposes of ORS 568.909.

The statute clearly permits the production of psilocybin-producing fungi in Exclusive Farm Use zones. DCC 18.16.025 allows small-scale processing of farm crops, provided that the facility uses

less than 10,000 square feet for its processing area and complies with all applicable siting standards. Processing facilities smaller than 2,500 square feet are exempt from any applicable siting standards.

ORS 475A.570(2) prohibits psilocybin-related farm dwellings and psilocybin-related farm stands. ORS 475A.570(3) states "The operation of a psilocybin service center may be carried on in conjunction with a psilocybin-producing fungi crop." The interpretation of this statute submitted into the record by the Department of Land Conservation and Development (DLCD) is that psilocybin service centers would not be a stand-alone use on EFU but could potentially be permitted either as a commercial activity in conjunction with farm use or as a home occupation, if the criteria for those uses are met. Specifically:

- Commercial activities that are in conjunction with farm use are conditional uses subject to DCC 18.16.040, Limitations On Conditional Uses, and 18.128.015; and
- Home Occupations are conditional uses subject to DCC 18.16.0030(M), Limitations On Conditional Uses, and DCC 18.116.280, Home Occupations.

The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with Goal 3.

Goal 4: Forest Lands: ORS 475A.570(4) states "A county may allow the manufacture of psilocybin products as a farm use on land zoned for farm or forest use in the same manner as the manufacture of psilocybin products is allowed in exclusive farm use zones under this section and ORS 215.213, 215.283 and 475C.053." The proposed amendments are consistent with these provisions of state law and are therefore consistent with Goal 4.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources: Goal 5 is to protect natural resources and conserve scenic and historical areas and open spaces. OAR 660-023-0250(3) states that local governments are not required to apply Goal 5 in consideration of a PAPA unless the PAPA affects a Goal 5 resource. The proposed text amendments do not create or amend a resource list or any portion of the County's acknowledged Comprehensive Plan or land use regulations adopted to protect a significant Goal 5 resource or to address specific requirements of Goal 5. The proposed text amendments do not allow new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list because the County's LM and WA overlay zones are not changed in these proposed amendments. More specifically, the amendments are not subject to a Goal 5 analysis because:

- Psilocybin manufacturing is considered a farm crop/farm use/farming practice per ORS 475A.570
- The areas in which service centers are permitted (retail/commercial zones) are not subject to the current WA combining zone

- Service centers on EFU land could be allowed not as new conflicting, stand-alone uses that would require a Goal 5 analysis, but under existing uses within EFU (home occupations/commercial activity in conjunction with farm use).

For these reasons, the proposed text amendments are in compliance with Goal 5.

Goal 6: Air, Water and Land Resources Quality: The proposed text amendments do not propose to change the County's Plan policies or implementing regulations for compliance with Goal 6. The text amendments will not impact the quality of the air, water, and land resources of the County given the fact that psilocybin farm use is required to take place fully indoors, is not odorous and is not a water-intensive use. Psilocybin service centers are proposed to be primarily limited to commercially-zoned areas and therefore will not impact the quality of land resources; for those service centers that potentially could be allowed as a commercial activity in conjunction with farm use or a home occupation, they will be subject to those criteria, respectively. For these reasons, the proposed text amendments are in compliance.

Goal 7: Areas Subject to Natural Disasters and Hazards: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding natural disasters and hazards; therefore, they are in compliance.

Goal 8: Recreational Needs: The text amendments do not propose to change the County's Plan or implementing regulations regarding recreational needs; therefore, they are in compliance.

Goal 9: Economic Development: Goal 9 and its implementing regulations focus on economic analysis and economic development planning required in urban Comprehensive Plans to ensure there is adequate land available to realize economic growth and development opportunities. The proposed amendments apply to rural lands and do not propose to amend the Comprehensive Plan. The proposed text amendments will encourage economic development in the County as they will provide new business and economic development opportunities. Because these new businesses will be taxed, the public will benefit as well. For these reasons, the proposed text amendments are in compliance with Goal 9.

Goal 10: Housing: This goal is not applicable because, unlike municipalities, unincorporated areas are not obligated to fulfill certain housing requirements.

Goal 11: Public Facilities and Services: Complies because the text amendments do not propose to change the County's Plan or implementing regulations regarding public facilities and services.

Goal 12: Transportation: Goal 12 is to provide and encourage a safe, convenient, and economic transportation system. The proposed text amendments will not change the functional classification of any existing or planned transportation facility or standards implementing a functional classification system. The proposed text amendments will not allow any new uses expected to result in transportation system impacts that differ in degree or severity from other allowed or allowable uses in the zones in which psilocybin manufacture and/or psilocybin service centers could be sited.

Goal 13: Energy Conservation: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding energy conservation. Therefore, compliance with Goal 13 is established.

Goal 14: Urbanization: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding urbanization. Therefore, compliance with Goal 14 is established.

Goals 15 through 19 are not applicable to the proposed text amendments because the County does not contain these types of lands.

D. Deschutes County Comprehensive Plan

Chapter 1, Comprehensive Planning: This chapter sets the Goals and Policies of how the County will involve the community and conduct land use planning. As described above, the proposed regulations will be discussed at work sessions with the Board of County Commissioners, as well as to the Planning Commission, which is the County's official committee for public involvement. Both will conduct separate public hearings.

These actions also satisfy the Goals and relevant Policies of Section 1.3, Land Use Planning Policies. Goal 1 of this section is to "maintain an open and public land use process in which decisions are based on the objective evaluation of facts." Staff, the Planning Commission, and the Board reviewed the text amendments.

Chapter 2, Resource Management: This chapter sets the Goals and Policies of how the County will protect resource lands, including but not limited to, Agriculture and Forest as well as Water Resources and Environmental Quality.

Section 2.2, Agricultural Lands Policies, states that Goal 1 is to "preserve and maintain agricultural lands and the agricultural industry."

As noted above, Measure 109 and the corresponding Oregon Revised Statute 475A.570(2) specify that psilocybin-producing fungi is:

- (a) A crop for the purposes of "farm use" as defined in ORS 215.203;
- (b) A crop for purposes of a "farm" and "farming practice," both as defined in ORS 30.930;
- (c) A product of farm use as described in ORS 308A.062; and
- (d) The product of an agricultural activity for purposes of ORS 568.909.

The statute clearly permits the production of psilocybin-producing fungi in Exclusive Farm Use zones as well as in other zones that allow farm or forest use (ORS 475A.570(4)). DCC 18.16.025 allows small-scale processing of farm crops, provided that the facility uses less than 10,000 square feet for its processing area and complies with all applicable siting standards. Processing facilities smaller

than 2,500 square feet are exempt from any applicable siting standards. The proposed text amendments allow a new state-recognized agricultural use on agricultural lands.

Section 2.2 Goal 2 promotes a diversified, sustainable, revenue-generating agricultural sector. Policy 2.2.10 calls for the promotion of economically viable opportunities and practices while Policy 2.2.11 encourages small farming enterprises including but not limited to, niche markets and organic farming and value-added projects. The proposed text amendments allow a new state-recognized agricultural use on agricultural lands, thereby satisfying this goal.

Section 2.2 Goal 3 specifies the Exclusive Farm Use (EFU) policies, classifications, and codes are consistent with local and emerging agricultural conditions and markets. The proposed amendments are a direct response to changes in state law, which pursuant to Measure 109, recognize psilocybin-producing fungi as a farm crop. ORS 475A.570(2) prohibits psilocybin-related farm dwellings and psilocybin-related farm stands. ORS 475A.570(3) states "The operation of a psilocybin service center may be carried on in conjunction with a psilocybin-producing fungi crop." The interpretation of this statute submitted into the record by the Department of Land Conservation and Development (DLCD) is that psilocybin service centers would not be a stand-alone use on EFU but could potentially be permitted either as a commercial activity in conjunction with farm use or as a home occupation, if the criteria for those uses are met. Specifically:

- Commercial activities that are in conjunction with farm use are conditional uses subject to DCC 18.16.040, Limitations On Conditional Uses, and 18.128.015; and
- Home Occupations are conditional uses subject to DCC 18.16.0030(M), Limitations On Conditional Uses, and DCC 18.116.280, Home Occupations.

Resource lands devoted to agricultural use in Deschutes County will thereby permit the production and processing of psilocybin-producing fungi, as well as service centers subject to certain criteria, ensuring consistency between local code, emerging markets, and state law.

Section 2.3, Forest Lands Policies, states that Goal 1 is to "preserve and maintain forest lands for multiple uses, including forest products, watershed protection, conservation, recreation and wildlife habitat protection." Policy 2.3.5 calls for uses allowed in Forest zones to comply with state statute and Oregon Administrative Rule. As noted above, ORS 475A.570(4) states "A county may allow the manufacture of psilocybin products as a farm use on land zoned for farm or forest use in the same manner as the manufacture of psilocybin products is allowed in exclusive farm use zones under this section and ORS 215.213, 215.283 and 475C.053." The amendments allow psilocybin manufacturing in forest zones pursuant to this law.

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County Code *
Title 18, Deschutes County Zoning, to Create *
Regulations Concerning Psilocybin Businesses in * ORDINANCE NO. 2022-015
Destination Resorts. *
*

WHEREAS, in November 2020, Ballot Measure 109, the Oregon Psilocybin Services Act, was passed by the voters of Oregon, allowing manufacture, delivery, administration of psilocybin at supervised, licensed facilities beginning on January 2, 2023; and

WHEREAS, the Oregon Psilocybin Services Act allowed the governing body of a city or county to adopt ordinances to be referred to the electors of the city or county for approval at the next statewide general election that prohibit the establishment of licensed psilocybin manufacturing or service centers (“Opt Out”); and

WHEREAS, after a duly noticed public hearing on July 13, 2022 the Board of County Commissioners (the “Board”) adopted Ordinance No. 2022-009 on August 8, 2022, prohibiting the establishment of licensed psilocybin manufacturing or service centers within unincorporated Deschutes County; and

WHEREAS, on November 8, 2022, Deschutes County Ballot Measure 9-152, "Concerning psilocybin manufacturing and service centers in unincorporated Deschutes County," was rejected by the electors and therefore allowed the Oregon Health Authority to begin accepting applications for psilocybin businesses in Deschutes County beginning January 2, 2023; and

WHEREAS, pursuant to Measure 109, the governing body of a city or county may adopt ordinances that impose reasonable time, place, and manner regulations on the location of and operation of businesses located at premises for which a license has been issued for a psilocybin business; and

WHEREAS, the Deschutes County Community Development Department (CDD) initiated amendments (Planning Division File No. 247-22-000676-TA) to the Deschutes County Code (DCC) Title 18, Chapter 18.113, Destination Resorts Zone; DR; to create regulations concerning psilocybin businesses in destination resorts; and

WHEREAS, the Deschutes County Planning Commission reviewed the proposed changes on September 29 and October 13, 2022 and forwarded to the Deschutes County Board of County Commissioners (“Board”) a unanimous recommendation of approval pending several recommendations; and

WHEREAS, the Board considered this matter after a duly noticed public hearing on November 21 and November 30, 2022 and concluded that the public will benefit from the proposed changes to the Deschutes County Code Title 18; now, therefore,

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

Section 1. AMENDMENT. Chapter 18.113, Destination Resorts Zone; DR, is amended to read as described in Exhibit "A", attached hereto and by this reference incorporated herein, with new language underlined and language to be deleted in ~~strike through~~.

Section 2. FINDINGS. The Board adopts as its findings, Exhibit "B" attached and incorporated by reference herein.

Dated this _____ of _____, 2022

BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG

Date of 1st Reading: _____ day of _____, 2022.

Date of 2nd Reading: _____ day of _____, 2023.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Anthony DeBone	___	___	___	___
Patti Adair	___	___	___	___
Philip Chang	___	___	___	___

Effective date: _____ day of _____, 2023.

CHAPTER 18.113 DESTINATION RESORTS ZONE; DR

18.113.030 Uses In Destination Resorts

18.113.030 Uses In Destination Resorts

The following uses are allowed, provided they are part of, and are intended to serve persons at, the destination resort pursuant to DCC 18.113.030 and are approved in a final master plan:

- A. Visitor-oriented accommodations designed to provide for the needs of visitors to the resort:
 - 1. Overnight lodging, including lodges, hotels, motels, bed and breakfast facilities, time share units and similar transient lodging facilities;
 - 2. Convention and conference facilities and meeting rooms;
 - 3. Retreat centers;
 - 4. Restaurants, lounges and similar eating and drinking establishments; and
 - 5. Other similar visitor-oriented accommodations consistent with the purposes of DCC 18.113 and Goal 8.
- B. Developed recreational facilities designed to provide for the needs of visitors and residents of the resort;
 - 1. Golf courses and clubhouses;
 - 2. Indoor and outdoor swimming pools;
 - 3. Indoor and outdoor tennis courts;
 - 4. Physical fitness facilities;
 - 5. Equestrian facilities;
 - 6. Wildlife observation shelters;
 - 7. Walkways, bike paths, jogging paths, equestrian trails;
 - 8. Other similar recreational facilities consistent with the purposes of DCC 18.113 and Goal 8.
- C. Residential accommodations:
 - 1. Single-family dwellings;
 - 2. Duplexes, triplexes, fourplexes and multi-family dwellings;
 - 3. Condominiums;
 - 4. Townhouses;

5. Living quarters for employees;
 6. Time-share projects.
- D. Commercial services and specialty shops designed to provide for the visitors to the resort:
1. Specialty shops, including but not limited to delis, clothing stores, bookstores, gift shops and specialty food shops;
 2. Barber shops/beauty salons;
 3. Automobile service stations limited to fuel sales, incidental parts sales and minor repairs;
 4. Craft and art studios and galleries;
 5. Real estate offices;
 6. Convenience stores;
 7. Psilocybin service centers licensed by the Oregon Health Authority, subject to DCC 18.128.015;
 - a. For a lawfully established destination resort, the establishment of a psilocybin service center in any area approved for commercial services or specialty shops pursuant to an approved final master plan does not require modification of an approved conceptual master plan or final master plan.
- ~~7.8.~~ Other similar commercial services which provide for the needs of resort visitors and are consistent with the purposes of DCC 18.113 and Goal 8.
- E. Uses permitted in open space areas generally include only those uses that, except as specified herein, do not alter the existing or natural landscape of the proposed open space areas. No improvements, development or other alteration of the natural or existing landscape shall be allowed in open space areas, except as necessary for development of golf course fairways and greens, hiking and bike trails, lakes and ponds and primitive picnic facilities including park benches and picnic tables. Where farming activities would be consistent with identified preexisting open space uses, irrigation equipment and associated pumping facilities shall be allowed.
- F. Facilities necessary for public safety and utility service within the destination resort.
- G. Other similar uses permitted in the underlying zone consistent with the purposes of DCC 18.113.030.
- H. Accessory Uses in Destination Resorts:
1. The following accessory uses shall be permitted provided they are ancillary to the destination resort and consistent with the purposes of DCC 18.113 and Goal 8:
 - a. Transportation-related facilities excluding airports;

- b. Emergency medical facilities;
- c. Storage structures and areas;
- d. Kennels as a service for resort visitors only;
- e. Recycling and garbage collection facilities;
- f. A psilocybin product manufacturer licensed by the Oregon Health Authority, so long as the use is in conjunction with a psilocybin service center;
- f.g. Other similar accessory uses consistent with the purposes of DCC 18.113 and Goal 8.

HISTORY

Adopted by Ord. [92-004](#) §13 on 2/7/1992

Amended by Ord. [2022-015](#) §1 on 1/4/2023

FINDINGS

I. PROPOSAL

This is a legislative text amendment to Deschutes County Code (DCC), Title 18, County Zoning. The primary purpose of the amendment is to create time, place, and manner regulations concerning psilocybin service centers in the destination resort zone. A separate ordinance, Ordinance No. 2022-014, addresses general time, place, and manner amendments concerning other aspects of psilocybin businesses. A brief summary of the amendments are as follows:

- DCC 18.113.030 Destination Resorts: Adds psilocybin service centers to allowable commercial services and specialty shop uses in destination resorts, subject to DCC 18.128.015, General Standards Governing Conditional Uses;
- Allows the establishment of a psilocybin service center in any area in a destination resort approved for commercial services or specialty shops pursuant to an approved final master plan without requiring modification of an approved conceptual master plan or final master plan;
- Allows a psilocybin product manufacturer licensed by the Oregon Health Authority as an accessory use in destination resorts, so long as the use is in conjunction with a psilocybin service center.

II. BACKGROUND

On November 3, 2020, Oregon voters approved Ballot Measure 109, the Psilocybin Program Initiative, which legalized psilocybin in Oregon subject to the criteria noted in the measure and subsequent rulemaking.

Measure 109 automatically opts cities and counties into the psilocybin program, which first underwent a two-year development period, and is slated to begin statewide on January 2, 2023. However, Measure 109 offers the option for cities and counties to opt out via a ballot measure in the next general election—in this case, November 8, 2022.

On June 1, 2022, staff provided the Board of County Commissioners (Board) with an overview of Measure 109.¹ During the discussion, staff noted the compressed timeline: Oregon Health Authority (OHA), which administers the program and the licensing system, was engaged in rulemaking throughout late 2021 and all of 2022, with completion anticipated by December 2022, yet OHA is due to begin accepting applications for licenses on January 2, 2023. OHA licenses will require a Land Use Compatibility Statement (LUCS) to be issued by the County. This timeline placed the Board—as

¹ <https://www.deschutes.org/bcc/page/board-commissioners-meeting>

well as the industry and the public—in a difficult position of not knowing key aspects of the program in advance of the program beginning.

On July 13, 2022, the Board of County Commissioners conducted an afternoon and evening hearing to consider Ordinance No. 2022-009, Referring a Measure to the Electors to Prohibit Product Manufacturers and Psilocybin Service Center Operators within Unincorporated Deschutes County.² The Board deliberated on the matter on July 20 and adopted a first reading of Ordinance No. 2022-009; second reading occurred on August 8. The opt-out measure was subject to Deschutes County voters for the November 8, 2022 General Election, at which time the voters overturned the opt out.

Measure 109—and the corresponding Oregon Revised Statute 475A.530—allows cities and counties to adopt “reasonable regulations” for time, place, and manner (TPM) concerning psilocybin businesses. During deliberation the Board expressed interest in developing TPM amendments in the event voters reject prohibiting psilocybin manufacturing and psilocybin service centers in the unincorporated county. Amendments could be adopted by the end of the calendar year, prior to the Oregon Health Authority (OHA) accepting applications for licensure on January 2, 2023. On July 27, the Board directed staff to begin the TPM process.³

Through this process, the Planning Commission and the Board received extensive testimony—both for and against—concerning the potential to allow psilocybin service centers in destination resorts in areas approved for commercial services or specialty shops. Given this testimony, the Planning Commission recommended the Board allow service centers in destination resorts. Several iterations of amendments were developed via staff as well as via testimony in the record provided by C. Celko/Emerge Law Group, which represents one of Deschutes County’s four destination resorts (formerly known as Pronghorn; recently rebranded to Juniper Preserve). The resulting amendments reflect the Board’s decision to allow psilocybin service centers in destination resorts.

III. REVIEW CRITERIA

Deschutes County lacks specific criteria in DCC Titles 18, 22, or 23 for reviewing a legislative text amendment. Nonetheless, since Deschutes County is initiating one, the County bears the responsibility for justifying that the amendments are consistent with Statewide Planning Goals and its existing Comprehensive Plan.

IV. FINDINGS

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

² <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-63>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-65>

FINDING: This criterion will be met because a public hearing was held before the Deschutes County Planning Commission and Board of County Commissioners.

Section 22.12.020, Notice

Notice

A. Published Notice

- 1. Notice of a legislative change shall be published in a newspaper of general circulation in the county at least 10 days prior to each public hearing.**
- 2. The notice shall state the time and place of the hearing and contain a statement describing the general subject matter of the ordinance under consideration.**

FINDING: This criterion will be met as notice was published in the Bend Bulletin newspaper for the Planning Commission public hearing, and the Board of County Commissioners' public hearing.

B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.

FINDING: Posted notice was determined by the Planning Director not to be necessary.

C. Individual notice. Individual notice to property owners, as defined in DCC 22.08.010(A), shall be provided at the discretion of the Planning Director, except as required by ORS 215.503.

FINDING: Given the proposed legislative amendments do not apply to any specific property, no individual notices were sent.

D. Media notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.

FINDING: Notice was provided to the County public information official for wider media distribution. This criterion is met.

Section 22.12.030 Initiation of Legislative Changes.

A legislative change may be initiated by application of individuals upon payment of required fees as well as by the Board of County Commissioners.

FINDING: The application was initiated by the Deschutes County Planning Division at the direction of the Board of County Commissioners, and has received a fee waiver. This criterion is met.

Section 22.12.040. Hearings Body

- A. *The following shall serve as hearings or review body for legislative changes in this order:***
- 1. *The Planning Commission.***
 - 2. *The Board of County Commissioners.***
- B. *Any legislative change initiated by the Board of County Commissioners shall be reviewed by the Planning Commission prior to action being taken by the Board of Commissioners.***

FINDING: The Deschutes County Planning Commission held the initial public hearing on September 29 and October 13, 2022. The Board then held a public hearing on November 21 and November 30. These criteria are met.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes will be implemented by Ordinance No. 2022-015 upon approval and adoption by the Board of County Commissioners. This criterion will be met.

A. Statewide Planning Goals and Guidelines

Goal 1: Citizen Involvement: The amendments do not propose to change the structure of the County's citizen involvement program. Notice of the proposed amendments were provided to the *Bulletin* for each public hearing.

Goal 2: Land Use Planning: This goal is met because ORS 197.610 allows local governments to initiate post acknowledgment plan amendments (PAPA). An Oregon Land Conservation and Development Department 35-day notice was initiated on August 25, 2022. The Planning Commission held a public hearing on September 29, 2022 and the Board of County Commissioners held a public hearing on November 21, 2022. This Findings document provides the adequate factual basis for the amendments.

Goal 3: Agricultural Lands:

Destination resorts, which are the subject of these amendments, may include agricultural land as the underlying zone. However, concerning siting, ORS 197.450 states "In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization." The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with Goal 3.

Goal 4: Forest Lands: Like Goal 3, destination resorts may include forest land as the underlying zone. However, concerning siting, ORS 197.450 states “In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization.” The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with Goal 4.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources: Goal 5 is to protect natural resources and conserve scenic and historical areas and open spaces. OAR 660-023-0250(3) states that local governments are not required to apply Goal 5 in consideration of a PAPA unless the PAPA affects a Goal 5 resource. The proposed text amendments do not create or amend a resource list or any portion of the County’s acknowledged Comprehensive Plan or land use regulations adopted to protect a significant Goal 5 resource or to address specific requirements of Goal 5. The proposed text amendments do not allow new uses that could be conflicting uses with a particular significant Goal 5 resource site on an acknowledged resource list because the County’s LM and WA overlay zones are not changed in these proposed amendments. More specifically, the amendments are not subject to a Goal 5 analysis because:

- Concerning service centers in destination resorts, the process for establishing and regulating destination resorts with respect to Goal 5 wildlife resources is dictated by specific code provisions. Destination resorts are regulated by DCC Chapter 18.113, which establishes a mechanism for siting destination resorts, including an eligibility map and approval criteria that requires any negative impact on fish and wildlife resources to be completely mitigated, requiring that there be no net loss or net degradation of the resource. Destination resorts are subject to final master plan requirements that evaluate and address acknowledged Goal 5 resources in the Comprehensive Plan at the time of application. Because of this established process and criteria, staff finds that destination resorts do not qualify as a conflicting use for the purpose of these amendments.

For this reason, the proposed text amendments are in compliance with Goal 5.

Goal 6: Air, Water and Land Resources Quality: The proposed text amendments do not propose to change the County’s Plan policies or implementing regulations for compliance with Goal 6. For service centers that may be allowed in destination resorts, they will require a conditional use permit, and as such will undergo an additional level of review concerning criteria such as siting, traffic, and compatibility. For these reasons, the proposed text amendments are in compliance.

Goal 7: Areas Subject to Natural Disasters and Hazards: The proposed text amendments do not propose to change the County’s Plan or implementing regulations regarding natural disasters and hazards; therefore, they are in compliance.

Goal 8: Recreational Needs: The text amendments do not propose to change the County's Plan or implementing regulations regarding recreational needs; therefore, they are in compliance.

Goal 9: Economic Development: Goal 9 and its implementing regulations focus on economic analysis and economic development planning required in urban Comprehensive Plans to ensure there is adequate land available to realize economic growth and development opportunities. The proposed amendments apply to rural lands and do not propose to amend the Comprehensive Plan. The proposed text amendments will encourage economic development in the County as they will provide new business and economic development opportunities. Because these new businesses will be taxed, the public will benefit as well. For these reasons, the proposed text amendments are in compliance with Goal 9.

Goal 10: Housing: This goal is not applicable because, unlike municipalities, unincorporated areas are not obligated to fulfill certain housing requirements.

Goal 11: Public Facilities and Services: Complies because the text amendments do not propose to change the County's Plan or implementing regulations regarding public facilities and services.

Goal 12: Transportation: Goal 12 is to provide and encourage a safe, convenient and economic transportation system. The proposed text amendments will not change the functional classification of any existing or planned transportation facility or standards implementing a functional classification system. The proposed text amendments will not allow any new uses expected to result in transportation system impacts that differ in degree or severity from other allowed or allowable uses in the zones in which psilocybin service centers could be sited.

Goal 13: Energy Conservation: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding energy conservation. Therefore, compliance with Goal 13 is established.

Goal 14: Urbanization: The proposed text amendments do not propose to change the County's Plan or implementing regulations regarding urbanization. Therefore, compliance with Goal 14 is established.

Goals 15 through 19 are not applicable to the proposed text amendments because the County does not contain these types of lands.

D. Deschutes County Comprehensive Plan

Chapter 1, Comprehensive Planning: This chapter sets the Goals and Policies of how the County will involve the community and conduct land use planning. As described above, the proposed regulations will be discussed at work sessions with the Board of County Commissioners, as well as to the Planning Commission, which is the County's official committee for public involvement. Both will conduct separate public hearings.

These actions also satisfy the Goals and relevant Policies of Section 1.3, Land Use Planning Policies. Goal 1 of this section is to “maintain an open and public land use process in which decisions are based on the objective evaluation of facts.” Staff, the Planning Commission, and the Board reviewed the text amendments.

Chapter 2, Resource Management: This chapter sets the Goals and Policies of how the County will protect resource lands, including but not limited to, Agriculture and Forest as well as Water Resources and Environmental Quality.

Section 2.2, Agricultural Lands Policies, states that Goal 1 is to “preserve and maintain agricultural lands and the agricultural industry.” Psilocybin is a new state-recognized agricultural use. Destination resorts, which are the subject of these amendments, may include agricultural land as the underlying zone. However, concerning siting, ORS 197.450 states “In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization.” The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with this goal.

Section 2.3, Forest Lands Policies, states that Goal 1 is to “preserve and maintain forest lands for multiple uses, including forest products, watershed protection, conservation, recreation and wildlife habitat protection.” Policy 2.3.5 calls for uses allowed in Forest zones to comply with state statute and Oregon Administrative Rule. As noted above, destination resorts may include forest land as the underlying zone. However, concerning siting, ORS 197.450 states “In accordance with the provisions of ORS 30.947, 197.435 to 197.467, 215.213, 215.283 and 215.284, a comprehensive plan may provide for the siting of a destination resort on rural lands without taking an exception to statewide planning goals relating to agricultural lands, forestlands, public facilities and services or urbanization.” The proposed amendments allow psilocybin service centers as a conditional use in areas for commercial services and specialty shops within destination resorts that have been sited according to these criteria. The proposed amendments to the County Code are consistent with these provisions of state law and are therefore consistent with this goal.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: January 4, 2023

SUBJECT: Cybersecurity Services Contract with XentIT, LLC

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2023-057, a contract with XentIT for managed cybersecurity services.

BACKGROUND AND POLICY IMPLICATIONS:

In the interest of enhancing the cybersecurity defenses of the County's computer systems, the Information Technology department proposes contracting with a third party vendor to provide managed cybersecurity services. Given the highly specialized nature of the cybersecurity profession, contracting for these services will avail the County of the most skilled resources available in the industry.

The contract will provide 24 hours a day, 365 days per year monitoring for indications of cyber-attack. This constant monitoring will allow the County to more quickly respond to any threat, and stop or minimize negative impacts.

BUDGET IMPACTS:

The contract amount of \$210,000 will be paid in equal monthly installments over the one year term of engagement. This item is budgeted in the current fiscal year.

ATTENDANCE:

Kevin Furlong, IT Operations Manager

KK
LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2023-057**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Information Technology Department (County) and XentiT, LLC (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be January 1st, 2023 or the date, on which each party has signed this Contract, whichever is later (such date, the "Effective Date"). Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on December 31st, 2023 (the "Initial Term"). County shall have the option to extend this contract on an annual or multi-year basis, but in no event shall this contract extend past December 31, 2030, unless otherwise agreed in writing (each successive extension, a "Renewal Term" and, together with the Initial Term, the "Term"). Upon County's exercise of its option to extend by providing notice to Contractor no less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as the case may be, the parties shall have the right to renegotiate Exhibit 1 (Statement of Work, Compensation Payment Terms and Schedule); provided that, unless otherwise agreed, the consideration and maximum compensation amounts set forth on Exhibit 1 shall automatically increase by 3.5% above the immediately preceding Initial Term or Renewal Term (as the case may be) for each Renewal Term. Any contract extension and/or renegotiation of Exhibit 1 requires mutual written agreement of the parties. Contract termination shall not extinguish or prejudice a party's right to enforce this Contract with respect to any default by the other party that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: XentiT, LLC, 2138 Priest Bridge Ct, Suite9, Crofton, MD 21114

Federal Tax ID# or Social Security #: 56-2558595

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature Title

Name (please print) Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

DESCHUTES COUNTY DIRECTOR OF Information
Technology.

ANTHONY DeBONE, Chair, County Commissioner

PATTY ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract, taking into account any and all extensions and renewals.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County reasonably deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may reasonably deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
5. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:

- 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract; provided that this Contract may be modified to accommodate the change in available funds; provided further, however, that if such modification would reduce any amounts payable to the Contractor, then such modification shall only be effective with the prior written consent of the Contractor.
 - 2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 3) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 4) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. **Contractor Default or Breach.** The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- 1) If the Contractor fails to substantially provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other material requirements of this Contract or so fails to pursue the work so as to significantly endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct, or to arrange for correction of, such failure within 10 calendar days or such other greater period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. **County Default or Breach.**
- 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.
- 7. Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:
- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
 - b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less reasonable and direct damages suffered by the County.
 - c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.
- 8. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

- 2) Additionally, neither party shall be liable for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, to the extent that Contractor has been compensated for any fees incurred according to the terms of this contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request and subject to any legal, regulatory or contractual limitations or restrictions, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things in Contractor's possession and control provided by County or developed by Contractor specifically for County in the course of its performance hereunder needed to complete the work.

10. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County, where such approval is required under the terms of this Contract;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all written programs, directives, and instructions of County relating to safety, storage of equipment or materials delivered to Contractor;
 - 4) take all reasonable precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of

Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity, County may require Contractor to prohibit such employee or agent from providing any services hereunder. If County reasonably determines that Contractor had or reasonably should have had knowledge of any criminal activity involving its employees or agents but did not disclose such activity to County, such willful non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Each party (the "Recipient") shall maintain the confidentiality of non-public information delivered by the other party or its agents (the "Discloser") pursuant to this Contract as follows:

- a. The Recipient shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the Discloser for any purpose not directly connected with the administration of either party's responsibilities under this Contract except upon written consent of the Discloser, and if applicable, the employee, client, applicant or person. For the avoidance of doubt, the prohibition on disclosure in this Section 15(a) shall not apply to information that: (a) at the time of disclosure to the Recipient is in, or thereafter enters, the public domain; (b) was lawfully in the possession of the Recipient or its agents prior to disclosure by the Discloser or its agents under this Contract; (c) becomes available to the Recipient or its agents on a non-confidential basis from a source other than the Discloser; or (d) was developed by the Recipient or its agents independently of the Discloser.
- b. The Recipient shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals, or as required by legal or regulatory process.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County with reasonable advance notice to Contractor. Further, at any reasonable time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by reasonably acceptable documentation in Contractor's possession.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.

- 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
 - 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
 - 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.
 - 4) Prior to being permitted to access any records under this Section 17, County and its authorized representatives shall enter into a confidentiality agreement with Contractor prohibiting the use or disclosure of such records and the information contained therein for any purpose other than as strictly necessary to conduct such audit and examination.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only in connection with the Work Product.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract and subject to any legal, regulatory or contractual limitations or restrictions, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's intellectual property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor intellectual property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is third party intellectual property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the third party intellectual property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>. To the extent any provision of DCC 2.37.150 is inconsistent with a provision of this Contract, DCC 2.37.150 shall govern.

20. Partnership. The parties are not, by virtue of this contract, partners or joint venturers with one another in connection with activities carried out under this contract, and shall have no obligation with respect to the other party's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless; Limitations.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the Count without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.
- d. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

22. Waiver.

- a. A party's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or 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. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute on original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against a party, such facsimile transmission shall be confirmed by telephone notice to the County Administrator or Contractor, as the case may be.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

XentIT, LLC
Attn: Tariq Alvi, President
8201 Corporate Dr, Suite 120A
Landover, Maryland 20785
Fax No.

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. To the extent applicable, Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the applicable tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the applicable tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-057
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name XentIT, LLC

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident

All Claimants Arising from Single Incident

- \$1,000,000
- \$2,000,000
- \$3,000,000

- \$2,000,000
- \$3,000,000
- \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Claims Made Policy Approved by County Not Approved by County

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

**EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-057
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Title Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

- 1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
- 2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, **and**
- 3. All of the statements checked below are true.

NOTE: Check all that apply. You shall check at least three (3) - to establish that you are an Independent Contractor.

- ___ A. The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
- ___ B. I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
- ___ C. I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
- ___ D. I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
- ___ E. Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

Contractor Signature Date

**EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-057
Workers' Compensation Exemption Certificate**

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES
CONTRACT Contract No. 2023-057
Expense Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 7/12/2017.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
2. **Approved reimbursements:**
 - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

- 4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.
- c. Lodging.
- 1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.
 - 2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.
- d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.
3. **Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-057**

**Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.**

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Insurance Associates 2127 Espey Court, Suite 306 Crofton MD 21114	CONTACT NAME: Edward Coogan PHONE (A/C, No. Ext): 410-409-7873 FAX (A/C, No): 410-558-6499 E-MAIL ADDRESS: ecoogan@biabroker.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: The Hartford
Xentit LLC 2138 PreistBridge Court Suite 9 Crofton MD 21114	INSURER B: Travelers Insurance
	INSURER C: The Hartford
	INSURER D:
	INSURER E: The Hartford
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			30 SBAAT7M2M9736	09/16/2022	09/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA- 006T579967	09/16/2022	09/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			30 SBAAT7M2M9736	09/16/2022	09/16/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
E	Professional Liability/E & O			30 SBAAT7M2M9736	09/16/2022	09/16/2023	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Deschutes County 1164 NW Bond Street Bend OR 97701-1913	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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