



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, MAY 29, 2024

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

AGENDA

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

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

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

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

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

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



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Approval of Resolution No. 2024-015 to extend 1.00 limited duration Health Services FTE
2. Approval of Resolution No. 2024-025 extending a .10 limited duration District Attorney FTE by six months
3. Approval of Amendment No. 1 to the Intergovernmental Agreement accepting Grant in Aid Funding
4. Approval to apply for Criminal Justice Commission Restorative Justice grant continuation
5. Approval of minutes of the BOCC April 23, 24 and 30, 2024 meetings

ACTION ITEMS

6. **9:10 AM** Bicycle and Pedestrian Advisory Committee 2023-2024 Annual Report and Safe Sidewalk Awards
7. **9:30 AM** SB 5525 funding to support a Secure Residential Treatment Facility
8. **9:40 AM** Updated Oregon Health Authority grant #177672 for behavioral health housing funds
9. **9:50 AM** Oregon Criminal Justice Commission Deflection Program grant and Resolution No. 2024-031 adding 1.0 Behavioral Health Specialist II FTE as of June 1, 2024
10. **10:00 AM** Public Hearing to consider amendment to DCC 8.35, Weed Control; deliberations and first reading of Ordinance No. 2024-004
11. **10:05 AM** Presentation: 2024 Point-In-Time count data for Central Oregon

- [12.](#) **10:25 AM** Request to reopen the record on the matter concerning a commercial activity in conjunction with farm use (Lava Terrace Cellars) in the Multiple Use Agricultural Zone
- [13.](#) **10:30 AM** Amendment to the agreement with the City of Bend regarding the use of ARPA funds for the Homeless Solutions Partnership project
- [14.](#) **10:45 AM** Update on the possible use of County-owned property on Fort Thompson Lane for a recreational campground
- [15.](#) **11:10 AM** Board consideration of whether to hear an appeal of a Hearings Officer decision concerning a psilocybin service center within Juniper Preserve destination resort
- [16.](#) **11:25 AM** Department Performance Measures Updates for FY '24 Q3
- [17.](#) **11:40 AM** Treasury Report for April 2024
- [18.](#) **11:50 AM** Finance Report for April 2024

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.

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

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Approval of Resolution No. 2024-015 to extend 1.00 limited duration Health Services FTE

RECOMMENDED MOTION:

Move approval of Resolution No. 2024-015 to extend 1.00 limited duration Health Services FTE.

BACKGROUND AND POLICY IMPLICATIONS:

On May 15, 2024, the Board approved a request from the Health Services department to extend a 1.00 limited duration FTE through 06/30/2025. This position is being funded by Oregon Health Authority one-time supplemental funding for program element 43.

BUDGET IMPACTS:

None. Personnel Services appropriations are already included in the FY 2023-2024 budget.

ATTENDANCE:

Daniel Emerson, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Extending *
FTE * RESOLUTION NO. 2024-015
*

WHEREAS, Health Services presented to the Board of County Commissioners on 4/15/24, with regards to Oregon Health Authority one-time supplemental funding along with the extension of 1.00 limited duration FTE position, 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 position duration be extended:

Job Class	Position Number	Type	Duration if Limited Duration
Health Educator I (1155)	3154	1.00 LTD	07/01/24 – 06/30/25
Total FTE		1.00 LTD	

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of May, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Approval of Resolution No. 2024-025 extending a .10 limited duration District Attorney FTE by six months

RECOMMENDED MOTIONS:

Move approval of Resolution No. 2024-025 extending a .10 limited duration FTE within the Deschutes County budget.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County District Attorney's Office (DA) and the Deschutes County Sheriff's Office (DCSO) collaborate on the Deschutes County Illegal Marijuana Market Enforcement (DCIMME) grant program. Funds from those awarded grants, which are managed by DCSO, have supported staff and programmatic activities for both agencies since 2018.

The continuation grant that was applied for and approved by CJC's Commission on April 15, 2024 contains funding that will help support the Management Analyst at the DA's Office until December 31, 2024. The Management Analyst position is supported by the county as a 0.40 FTE and will increase to a 0.50 OFTE with the grant funding.

DCSO will continue to cover the DCIMME 0.10 FTE portion of this position from July 1 to December 31, 2024. This action will allow the staff person in this position to remain a 0.5 FTE until the end of the calendar year.

DCDA will invoice DCSO quarterly through an interagency fund transfer for the FTE-related expenses.

BUDGET IMPACTS:

Personnel Services appropriations for the .50 FTE are included in the FY25 Proposed Budget. A budget adjustment in FY25 will be forthcoming to increase Transfer-Out appropriations in the Sherriff's Office to allow for the interfund transfer to the DA's Office.

ATTENDANCE:

Kathleen Meehan Coop, Management Analyst, DCDA
Dan Emerson, Budget & Financial Planning Manager

MEMO

Date: May 15, 2024

To: Joe Brundage. Finance Manager, DCSO

OK 

From: Kathleen Meehan Coop, Management Analyst, DCDA

CC: Jessica Chandler, Sr. Management Analyst, DCDA
Jennifer Clemens, HR Business Partner, Deschutes County
Yevrah DePalmer, Associate HR Business Partner, Deschutes County
Elizabeth Lopez, Administrative Analyst, DCSO
Dan Emerson, Budget & Financial Planning Manager, Finance

RE: DCIMME Funding – Six Months, Interdepartmental FTE Support

Background

The DA’s Office and DCSO collaborate on the Deschutes County Illegal Marijuana Market Enforcement (DCIMME) which is funded in part by a grant from the Criminal Justice Commission’s Illegal Marijuana Market Enforcement grant program. Funds from the grants awarded to Deschutes County for the DCIMME project work have supported staff and programmatic activities for both agencies since 2018. The grant funds are managed by DCSO.

The DCIMME team applied for supplemental grant funding through the IMME grant program in March 2024 to support continued DCIMME activities from January 1 – December 31, 2024. Those program activities include funding for a 0.1 FTE Management Analyst at the DA’s Office.

Grant funding for Deschutes County was approved by CJC’s Commission on April 15, 2024, but as of today, the grant award documentation has not been sent to DCSO for signature.

Plan

To ensure continued and seamless funding for the Management Analyst at a full 0.5 FTE status, as our current agreement between the agencies ends on June 30, 2024, DCSO has agreed to continue to cover the 0.1 FTE portion of the Management Analyst position from July 1 – December 31, 2024. While DCSO has not officially received the grant funding they know that the grant award will be processed shortly and are comfortable guaranteeing that their office will assume the costs associated with this position’s FTE while they wait for the award to be processed.

The funding from DCSO will cover a 0.1 FTE for Mary Overman, DCDA Management Analyst, who will continue to serve as the DCIMME project coordinator from July 1, 2024 to December 31, 2024.

Actions

- 1. DCDA will invoice DCSO quarterly through an interagency fund transfer for the FTE-related expenses.

DCDA Accounts

FTE funds - Org 0011150 / State Grant 334012

FTE Support Request Total *(July 1 – December 31, 2024)*

FTE support \$30,893

OK 

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Extending *
FTE Within the Deschutes * RESOLUTION NO. 2024-025
County Budget *

WHEREAS, the District Attorney’s Office presented to the Board of County Commissioners on 5/29/24, with regards to the continuation of the DCIMME grant program along with the extension of a .10 limited duration FTE position, 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 position’s duration be extended:

Job Class	Position Number	Type	Duration if Limited Duration
Management Analyst (9126)	2888	.10 LTD	07/01/24 – 12/31/24
Total FTE		.10 LTD	

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of May, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADIAR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Approval of Amendment No. 1 to the Intergovernmental Agreement accepting Grant in Aid Funding

RECOMMENDED MOTION:

Move approval of Chair signature of Document NO. 2024-456, Amendment No. 1 to the Intergovernmental Agreement for Grant in Aid funding to accept an additional \$657,080 for the 2023-2025 biennium.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County receives a formula allocation from the Department of Corrections (DOC) to provide supervision and services for offenders on probation, parole, and post-prison supervision. Grant in Aid funds provide the majority of funding for community correction activities as outlined in the Community Corrections plan. This plan outlines how Adult Parole & Probation will use this State funding, in alignment with State and County goals and best available evidence about effective practices and programs. The County's Local Public Safety Coordinating Council reviewed the plan on September 5, 2023 and the Board of County Commissioners approved the plan on September 20, 2023.

The Department of Corrections provides funding to counties to promote public safety by holding offenders accountable for their actions and reducing the risk of future criminal behavior. Counties utilize funding to work with adults who are sentenced to probation, or who are returning home from prison for felony and limited misdemeanor charges. This work aims to ensure short-term accountability while also addressing long-term behavior changes.

In the 2024 legislative session, the Legislature passed HB5204 which provided additional resources for community corrections work during the 23-25 biennium. Deschutes County will receive 4.11% of the total \$16,000,000 allocated. These funds will be used for felony client supervision, treatment resources, electronic monitoring, housing resources, and custodial beds provided by the Sheriff's office.

BUDGET IMPACTS:

This amendment results in an additional \$657,080 in Grant in Aid funding for Deschutes

County. It is anticipated that these funds will be received in FY25; these have been accounted for in the proposed FY25 budget as follows:

- Adult Parole and Probation to receive \$525,664
- Deschutes County Sheriff's Office to receive \$131,416

ATTENDANCE:

Trevor Stephens, Business Manager for Community Justice

**INTERGOVERNMENTAL AGREEMENT #6529
BETWEEN THE STATE OF OREGON AND DESCHUTES COUNTY
AMENDMENT #1**

This amendment #1 (“Amendment”) to Intergovernmental #6529 (“Agreement”), is entered into by and between the State of Oregon, acting by and through its Department of Corrections, hereinafter referred to as “Department” and Deschutes County, hereafter called “County”.

1. The Agreement is hereby amended as follows. (Unless otherwise noted, new language is indicated by being in **bold and underlined** and deleted language is indicated by [brackets]):
 - 1.1 Exhibit A, Budget Summary is hereby deleted in its entirety and replaced with the attached.
2. Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract 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.
3. Certification: By signature on this Amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

STATE OF OREGON
DEPT. OF CORRECTIONS

DESCHUTES COUNTY
BOARD OF COMMISSIONERS

Eric McDowell, Contracts Officer

Chair

Date

Date

Approved for Legal Sufficiency
Oregon Attorney General’s Office:

/s/ Sam Zeigler by email dated 5/8/2024
Assistant Attorney General
IGA #6529 Deschutes County

Contracts esm 050824

Deshutes County 2023-2025 Community Corrections Budget Summary

Program Name	Grant in Aid	Grant in Aid Supplemental	HB5204 Grant in Aid	All Other Funds and Fees	Total
Administration and Support	\$888,178.00	\$0.00	\$0.00	\$276,502.00	\$1,164,680.00
Felony Offender Supervision	\$6,774,759.80	\$236,814.00	\$325,664.00	\$1,349,932.00	\$8,687,169.80
Misdemeanor Supervision	\$0.00	\$0.00	\$0.00	\$1,072,738.00	\$1,072,738.00
Substance Abuse Treatment	\$0.00	\$0.00	\$0.00	\$202,704.00	\$202,704.00
SO Treatment	\$80,000.00	\$0.00	\$10,000.00	\$0.00	\$90,000.00
DV Treatment	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00
Polygraph	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Custodial Beds	\$2,024,630.20	\$0.00	\$131,416.00	\$0.00	\$2,156,046.20
COG / MRT	\$0.00	\$0.00	\$0.00	\$240,000.00	\$240,000.00
Community Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electronic Monitoring	\$100,000.00	\$0.00	\$90,000.00	\$201,000.00	\$391,000.00
Transitional housing	\$135,583.00	\$0.00	\$100,000.00	\$214,417.00	\$450,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total	\$10,123,151.00	\$236,814.00	\$657,080.00	\$3,557,293.00	\$14,574,338.00



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Approval to apply for Criminal Justice Commission Restorative Justice grant continuation

RECOMMENDED MOTION:

Move to authorize the application for a Criminal Justice Commission Restorative Justice grant.

BACKGROUND AND POLICY IMPLICATIONS:

The District Attorney's Office has been implementing a version of the Emerging Adult Program (EAP) since June 2021. In fall 2022, Deschutes County was awarded two years of funding to support the expansion of the EAP. This grant funding will continue until December 31, 2024.

The Restorative Justice grant is a funding opportunity that will allow us to continue the work of the EAP for an additional six months until June 30, 2025. It is believed at that time the State will have authorized additional funding to continue to support restorative justice programs for the next biennium.

The EAP is a collaborative project that has involved Community Solutions of Central Oregon and Thrive Central Oregon. Of the 53 young adults enrolled in the EAP, 21 remain active, 28 have graduated, four have been revoked, and two additional cases are under review. We anticipate being able to enroll an additional 25 young adults with this six-month program extension.

PLAN:

The DA's Office seeks approval to request approximately \$253,000 in grant funding to support personnel and program-related activities for the EAP program.

\$130,000 will be disseminated to our partner agencies and a \$122,000 will be used primarily by the DA's Office to support the EAP grant funded personnel, which includes 0.5 FTE DDA, 0.5 FTE Victim Advocate, and 0.5 FTE Program Development Technician (EAP Coordinator). If funding is awarded, these part-time limited duration positions would be extended from December 31, 2024 to June 30, 2025.

BUDGET IMPACTS:

As these funds have not been awarded, they are not projected in the FY25 budget.

ATTENDING:

Kathleen Meehan Coop, Management Analyst, DCDA

BUDGET PROJECTION SHEET

CJC Grant Program:	Restorative Justice
Applicant Name:	Deschutes County District Attorney's Office

Personnel: Salaries, wages and fringe benefits costs for all grant-funded personnel (in whole or in part)

Directions:
 In the "Program Supported" field, identify the specific program/project the position supports.
 In the "% Time per Month" field, use whole numbers to show percentage of position's time dedicated to grant-related work. Example: a half-time case manager = 50
 In the "Monthly Rate" field, combine salary/wages and fringe benefits for a single month at full time, regardless of the value included in the "% Time per Month" field.
 In the "# Months Employed" field, indicate the number of months the position is expected to be funded during the grant period.

Position Title	Program Supported	Organization Served	New or Existing	% Time per Month	Monthly Rate (wages+fringe)	# Months Employed	Total Amount Requested	Personnel Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1 EAP Deputy District Attorney	Emerging Adult Program	Deschutes County DA's Office	Existing	50	18451.9	12	110,711.52	1.) The DDA oversees all EAP case review and referrals, and assists in providing day-to-day management of the EAP. The DDA ensures all cases involving 18-24 year olds are enrolled, dismissed, or referred if not appropriate for the program to another DDA. The DDA's goal is to identify a minimum of 25 additional cases for EAP during the next fiscal year, while continuing to monitor existing cases and tracking graduate recidivism. This is a 0.5 FTE position, and is funded until December 2024. We are requesting GAP funding so that the position can continue through June 2025. The requested amount accounts for Step and COLA increases with the new fiscal year. 2.) The EAP Coordinator at the DA's Office oversee cases tracking and provides day-to-day program coordination, which includes scheduling of the DA Office Community-led RJ Circles with the participants and the community facilitators. The DA EAP coordinator also works very closely with the CSCO EAP coordinator and with the Thrive case manager to ensure the three teams are effectively communicating. This is a 0.5 FTE position, and is funded until December 2024. We are requesting GAP funding so that the position can continue through June 2025. The requested amount accounts for Step and COLA increases with the new fiscal year. 3.) The Victim Advocate will work with the EAP HPs -- contacting them before a case is enrolled, encouraging HPs to participate in the EAP, understanding their needs, keeping them informed of their rights, and on the progress of the RP in the program. The Victim Advocate also works with RJ Specialist with HP prep meetings and represents the victim in the DA Community-led circles and in the CSCO circles, if needed. This is a 0.5 FTE position, and is funded until December 2024. We are requesting GAP funding so that the position can continue through June 2025. The requested amount accounts for Step and COLA increases with the new fiscal year. We are currently recruiting for this position. 4.) We will have approximately \$106K remaining in salary to cover the majority of salary expenses for all three EAP part-time positions from July to December 2024. We are subtracting this amount from the DA Office salary request to only request the funding needed to support pogram implementation until June 30, 2025. 5.) 6.) 7.) 8.) 9.) 10.)
2 EAP Coordinator/Program Development Technician	Emerging Adult Program	Deschutes County DA's Office	Existing	50	9332.9	12	55,997.52	
3 EAP Victim Advocate	Emerging Adult Program	Deschutes County DA's Office	Existing	50	9332.9	12	55,997.52	
4 Anticipated Personnel Carryover funds	Emerging Adult Program	Deschutes County DA's Office	Existing	100	-8833.3	12	-106,000.00	
5			Select Option				0.00	
6			Select Option				0.00	
7			Select Option				0.00	
8			Select Option				0.00	
9			Select Option				0.00	
10			Select Option				0.00	
Personnel Total:						\$	116,706.56	

Contractual Services: An individual or organization providing a service or programmatic aspect of the work that is not provided directly by the grant recipient

Directions:
 In the "Contract Title & Purpose" field, identify the contractor and what services the contract covers (generally).
 In the "Program Supported" field, identify the specific program/project the contracted services supports.
 In the "Organization Served" field, identify the entity that is contracting for the services.

Contract Title & Purpose	Program Supported	Organization Served	New or Existing	Contract Category	Unit Type	Price per Unit	# Units Required	Total Amount Requested	Contractual Services Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program. If you selected "personnel" as the contract category, please specify in this narrative, the associated FTE.
1 Restitution Funds	Emerging Adult Program	CSCO	Existing	Services	Yearly	15,180.43	0.0	0.00	1.) The Restitution Funds provide assistance to an RP who is committed to completing the EAP, but is unable to fully pay their owed restitution. These funds are used as a safety net to ensure that RPs aren't put into a position where they are worse off by paying restitution, while also ensuring that the HPs are made whole. The EAP program has about \$15K remaining in restitution funds. The majority of our RPs who have had restitution as part of their accountability plan have been very committed to making the payments on their own and have not needed or wanted restitution assistance; however we still have 5 RPs with a restitution action item and would like to keep the remaining funds in this account for current and new cases. The total amount includes a 15% administration fee for CSCO's management. We are not requesting any additional funds for this action item.
2 HP/RP/Stabilization Funds	Emerging Adult Program	Thrive	Existing	Services	Yearly	40,000.00	0.3	13,000.00	2.) The Stabalization Funds allow Thrive to provide direct support to the program's RPs and HPs. We had two buckets of funding under the last grant - one to provide smaller emergency support and one to assist with larger needs. We have combined the two funds into one category for this application, as the HPs and RPs often have a mix of needs and having one general support fund is easier to manage. The EAP program will have approximately \$27K in stablization/support funds remaining at the end of June 2024. We are requesting an additional \$13K to ensure we can continue to provide support for all the current and new cases through June 2025. These funds include a 15% administrative fee for Thrive.
3 Restorative Circle Management	Emerging Adult Program	CSCO	Existing	Services	Yearly	131,475.00	0.4	57,849.00	To support the work for RJCO in our community we are requesting 3% of our total GAP grant request to cover their staffing and programmatic expenses.
4 Case Management	Emerging Adult Program	Thrive	Existing	Services	Yearly	100,000.00	0.5	50,000.00	4.) The case management funds being requested support a 0.5 FTE case manager who works directly with the RPs and HPs to provide and connect them with resources and services. There will be approximately \$50K rolling over and we are requesting an additional \$50K to support this position for six more months to support the 25 new cases that we will be enrolling. Thrive will continue to work with the 21 active cases.
5 Community Facilitator Support	Emerging Adult Program	CSCO	Existing	Services	Yearly	18,026.00	0.0	0.00	5.) The Community Facilitator Support Fund allow the EAP to compensate our volunteers to participate in the program. While the stipend doesn't provide true payment it does help to eliminate barriers that can prevent community members from volunteering. We have averaged \$2,395 per quarter for Community Facilitator (CF) payments and provide daily payment for days worked based on the state's volunteer hour rate and the average number of hours worked per day for the program. We anticipate the number of days to increase slightly in FY25 when CSCO implements its Tri-County RJ training with the help of our CFs. We will also be recruiting a few new CFs, and hosting additional training sessions. This total also includes a 15% admin fee for CSCO.

6	External Evaluation Researcher	Emerging Adult Program	Greg Stewart	Existing	Services	Yearly	6,000.00	0.2	1,000.00	We plan to continue to work with Greg Stewart to oversee the program's evaluation. His fee was \$5,000, but will increase to \$6,000 to address the program extension and the additional cases. We are requesting a \$1,000 from the GAP grant to provide this increase in service payment. To support the work for RJCO in our community we are requesting 3% of our total GAP grant request to cover some of their staffing and programmatic expenses.
7	Restorative Justice Support	Emerging Adult Program	RJCO	Existing	Services	Yearly	8,000.00	1.0	8,000.00	
8				Existing	Services	Yearly			0.00	
9				Existing	Services	Yearly			0.00	
10				New	Services	Yearly			0.00	

Contractual Services Total: \$ 129,849.00

Equipment: Permanent or non-expendable equipment with a purchase price of \$5,000 or more, or a useable life of two or more years, for a single item

Directions:
 In the "Item Description" field, identify the name/type of equipment to be purchased.
 In the "Program Supported" field, identify the specific program/project the equipment supports.
 In the "Organization Served" field, identify the entity that will own and operate the equipment.
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program Supported	Organization Served	New or Existing	Price per Unit	# Units Required	Total Amount Requested	Equipment Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1			Select Option			0.00	1.)
2			Select Option			0.00	2.)
3			Select Option			0.00	3.)
4			Select Option			0.00	4.)
5			Select Option			0.00	5.)
6			Select Option			0.00	6.)
7			Select Option			0.00	7.)
8			Select Option			0.00	8.)
9			Select Option			0.00	9.)
10			Select Option			0.00	10.)

Equipment Total: \$ -

Supplies: Consumable materials or supplies, including the cost of small items of equipment that do not meet the threshold for the "Equipment" category

Directions:
 In the "Item Description" field, identify the name/type of supplies to be purchased.
 In the "Program Supported" field, identify the specific program/project the supplies supports.
 In the "Organization Served" field, identify the entity that will use the supplies.
 In the "# of Units Required" field, indicate the number of individual items to be purchased.

Item Description	Program Supported	Organization Served	New or Existing	Price per Unit	# Units Required	Total Amount Requested	Supplies Narrative: For each requested item to the left, provide a brief justification as to how it meets or fulfills the purpose/intent of the program.
1 CANVA subscription	Emerging Adult Program	All three EAP Orgs	Existing	120.00	1.0	120.00	1.) The DA's Office pays for the subscription to CANVA but the entire EAP team has access to the site to create what they need for their work. We have used this site to create all of our program materials.
2 Internet at Lotus Building	Emerging Adult Program	DCDA	Existing	1,140.00	0.5	570.00	2.) The DA's Office needed to subscribe to an internet provider for the Lotus Building where we hold our Community-led circles. We have allocated \$550 in our current grant for this need and are requesting GAP funding for the additional six months.
3 Office supplies	Emerging Adult Program	All three EAP Orgs	Existing	1,500.00	0.7	1,000.01	3.) Certificates, brochures, key rings, cards, graduation frames, are purchased by the DA's Office and shared with all the EAP agencies. We will have approximately \$500 remaining in our supply budget and are requesting an additional \$1K for these supply needs for the additional six months.
4 Volunteer Recruitment	Emerging Adult Program	DCDA	New	500.00	1.0	500.00	4.) Printing, advertising, space fees and event needs for hosting volunteer recruitment sessions.
5			Select Option			0.00	5.)
6			Select Option			0.00	6.)
7			Select Option			0.00	7.)
8			Select Option			0.00	8.)
9			Select Option			0.00	9.)
10			Select Option			0.00	10.)

Supplies Total: \$ 2,190.01

Rent/Utilities: Office space and related utilities necessary to provide grant-funded personnel space to complete program work

Directions:
 In the "Item Description" field, identify the space/utilities covered.
 In the "Program Supported" field, identify the specific program/project that will use the space/utilities.
 In the "Organization Served" field, identify the entity that will use the space/utilities.
 In the "# of Months Required" field, indicate the number of months that the entity will use the space/utilities.

Item Description	Program Supported	Organization Served	New or Existing	Price per Month	# Months Required	Total Amount Requested	Supplies Narrative:
1 Lotus Building Meeting Room Lease	Emerging Adult Program	DCDA	Existing	750.00	5.5	4,125.00	1.) The DA's Office rents space at a small office building in Bend where the DA's Community-led circles are held. We feel that holding these RJ circles outside of a criminal justice space is best, and given meeting space constraints at the DA's Office and within the county, this space is essential to ensuring we always have a meeting room available on the days we need one. The rate for this meeting/office space will be \$750/month in January 2025. We will be paying for the next six months (July-December) in June. We are requesting GAP funding to rent this space from January-June 2025. We anticipate having about \$500 remaining in this budget category at the end of this fiscal year, so have adjusted the request to account for those remaining funds.
2			Select Option			0.00	
3			Select Option			0.00	3.)
4			Select Option			0.00	4.)
5			Select Option			0.00	5.)
6			Select Option			0.00	6.)
7			Select Option			0.00	7.)
8			Select Option			0.00	8.)
9			Select Option			0.00	9.)
10			Select Option			0.00	10.)
Rent/Utilities Total:						\$ 4,125.00	

Training/Associated Travel: Eligible expenses for transportation, lodging, per diem, and registrations for trainings that support grant purposes

Directions:
 Each line item should be dedicated to a single training cost or travel cost.
 All travel expenses must follow state DAS and federal GSA regulations; luxury expenses are not allowed (e.g. first-class seating).
 In the "Program Supported" field, identify the specific program/project the training supports.
 In the "Organization(s) Served" field, list the entity(ies) that will have personnel attending training.
 In the "Is this a Training or Travel Cost?" field, select to which this line item relates from the dropdown menu.
 In the "Training or Travel Costs (Per Individual)" field, input the estimated individual travel cost or registration cost for one attendee.

Training Title	Program Supported	Organization Served	New or Existing	Location of Training	Is this a Training or Travel Cost?	Training or Travel Costs (Per Individual)	# of Individuals Attending	Total Amount Requested	Training/Associated Travel Narrative:
1 2024 NCORJ	Emerging Adult Program	DCDA	Existing		Travel	2,000.00	0.00	0.00	1.) CSCO is using their training funds within their RJ Circle Management budget line item to support local training for EAP staff, CFs, and for CSCO & Thrive team members to attend RJ conferences in 2024 & 2025. The DA team will have approximately \$6,000 remaining in its training/travel budget and will be using those funds to send three team members to the NCORJ conference in July 2024. We are not requesting any additional funds for this travel/training. Flights and event registration will have been paid for before June 30. The remaining funds will be used to cover lodging, meals, and ground transportation to/in Washington DC.
2			Select Option		Select Option			0.00	2.)
3			Select Option		Select Option			0.00	3.)
4			Select Option		Select Option			0.00	4.)
5			Select Option		Select Option			0.00	5.)
6			Select Option		Select Option			0.00	6.)
7			Select Option		Select Option			0.00	7.)
8			Select Option		Select Option			0.00	8.)
9			Select Option		Select Option			0.00	9.)
10			Select Option		Select Option			0.00	10.)
Training/Travel Total:						\$ -			

Administrative Costs: Activities associated with administering the grant such as purchasing, budgeting, payroll, accounting and staff services

Directions:
 Total Administrative Costs may not exceed 15% of total funds requested, unless an exception is granted by the Commission.
 In the "Item Description" field, identify the specific activities to be conducted.
 In the "Program Supported" field, identify the specific program/project the expense supports.
 In the "Organization" field, identify the entity that will be conducting the administrative activities.

Item Description	Program Supported	Organization Served	New or Existing	Total Amount Requested	Administrative Costs Narrative:
1			Select Option		1.)
2			Select Option		2.)
3			Select Option		3.)
4			Select Option		4.)
5			Select Option		5.)
6			Select Option		6.)
7			Select Option		7.)

8		Select Option		8.)
9		Select Option		9.)
10		Select Option		10.)
			Administrative Total: \$ -	

Budget Request Totals: This section will be automatically calculated based on the information provided above			
Budget Categories	Category Totals		
Personnel	\$	116,706.56	
Contractual Services	\$	129,849.00	
Equipment	\$	-	
Supplies	\$	2,190.01	
Rent/Utilities	\$	4,125.00	
Training/Travel	\$	-	
<i>Subtotal</i>	\$	252,870.57	
Administrative Costs	Total	% of Total Request	
All Items	\$	- 0%	*No more than 15%, without exception request
Total Budget Request:	\$	252,870.57	



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Bicycle and Pedestrian Advisory Committee 2023-2024 Annual Report and Safe Sidewalk Awards

RECOMMENDED MOTION:

None—presentation only.

BACKGROUND AND POLICY IMPLICATIONS:

The mission of Deschutes County Bicycle and Pedestrian Committee (BPAC) is to promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County. This presentation will summarize BPAC's major projects and initiatives over the past year and will also present the Safe Sidewalk Awards to recognize property owners and businesses who go above and beyond the legal requirements to remove snow, ice, and debris from sidewalks.

BUDGET IMPACTS:

None

ATTENDANCE:

Tanya Saltzman, Senior Planner
Dave Thomson, BPAC Chair

2023-2024 ANNUAL REPORT

DESCHUTES COUNTY BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

20 May 2024

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3. E-Bikes and Micro-mobility Situation Update
4. Central Oregon Bicycle and Pedestrian Summit
5. Transportation Systems Plan Update 2020-2040
6. Community Connections
7. Letters of Support

1. Overview

The mission of Deschutes County Bicycle and Pedestrian Committee (BPAC) is to promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County. The committee serves to advise Deschutes County, the cities of Bend, LaPine, Redmond, and Sisters, as well as the Oregon Department of Transportation. BPAC is comprised of 13 volunteer citizen members with regional representation from across Deschutes County. The committee holds monthly meetings to discuss current bicycle and pedestrian projects and programs, provide input, and advise local agencies concerning bicycling and walking interests and priorities. BPAC meetings are open to the public and include agency representatives as non-voting participants.

2. Safe Sidewalk Awards

BPAC created the Safe Sidewalks Awards in 2006 to recognize those businesses and property owners who go beyond the legal requirements to remove snow, ice and debris from sidewalks. This year we are honored to present Safe Sidewalks Awards to the following individuals and organizations:

- Brian Earls - Shell Station and Highlander Hotel, La Pine
- Deschutes County Facilities Department - Lee Randall, downtown Bend
- Ernie Kanning, NW Bend
- Mike Chambless, SE Bend
- The Miller Lumber Company, NE Bend
- Redmond Proficiency Academy, downtown Redmond
- Trinity Episcopal Church, downtown Bend

3. E-Bikes and Micro-mobility Situation Update

After a fifteen year-old was killed in traffic while riding his e-bike in Bend, a new state law about e-bikes, Trenton's Law, was passed and signed by the governor this March. The law, sponsored by State Representative Emerson Levy of Bend, changed Oregon's 27 year old definition of e-bikes to conform with the three-class definition used by 36 other states. Class 1 and Class 2 e-bikes are limited to speeds of 20 mph or less. Class 1 e-bikes use the electric motor only when the rider is pedaling while Class 2 e-bikes allow the rider to engage a throttle without pedaling. Class 3 requires pedal assist with no throttle but allows speeds up to 28 mph. The law reaffirms that riders must be 16 years old or older. All local legislators voted in favor.

A second bill would have established a task force to study all aspects of micro-mobility to lay the groundwork for more extensive reform of rules relating to e-bikes, e-scooters, e-skate boards, and one-wheel electric devices or anything else that can be thought up along those lines. That bill died in committee but is likely to be reintroduced in the next legislative session.

In response to the new law, the Bend-La Pine School District established a new policy banning students younger than 16 from riding e-bikes and e-scooters to school. The policy lays out a series of steps to involve the parents if students younger than 16 do bring e-bikes or e-scooters onto school grounds.

The Deschutes National Forest started an environmental analysis to examine whether Class 1 e-bikes might be allowed on their trails. Public engagement will occur early this summer of 2024 and they plan to have a decision this fall of 2024.

There doesn't seem to be a community consensus on any of these issues. Some in the community think that children should be encouraged to walk and ride bikes, including e-bikes, to school citing benefits including improved academic performance and physical health and decreased traffic congestion around schools. Others are concerned that children put themselves and others at risk by riding on sidewalks, ignoring traffic laws, not wearing helmets, and riding with multiple people on the bike. Use of e-bikes on forest trails engenders a similar split in public opinion.

There has been very little movement on this issue over the last year except that public discussion towards resolution of some of the related issues has begun. Casual observations suggest that the use of e-bikes and other micro-mobility devices is growing fast. The development of rules and community norms to help make this transportation mode a useful and safe part of transportation system is lagging behind the development and use of this technology.

4. Central Oregon Bicycle and Pedestrian Summit

The 10th Central Oregon Bicycle & Pedestrian Summit was held in Sunriver on October 26 and was attended by over 40 people. This unique event brings together Central Oregon residents, transportation planners, city and county officials and experts from around the state to review what has been accomplished and what still needs to be done to make walking, bicycling, and using transit safe, comfortable, and accessible for everyone in Central Oregon. Since the summit started in 2011 it has been held in communities all across Jefferson, Crook, and Deschutes counties.

Topics at this year’s summit included:

- Proposed connector pathways between Sunriver, Bend and La Pine
- Sunriver Panel
- E-Bikes and Safety
- Trail Connectivity and Deschutes County Transportation System Plan
- Bicycle Commuter Stories
- Safe Streets For All
- ADA access in Path Design

5. Transportation Systems Plan Update 2020-2040

2023 was an important year for the Deschutes County Transportation Systems Plan (TSP), a plan required by the State of Oregon for their major roads, as well as other modes of travel such as bike, bus and railroad. The TSP identifies roadway segments and intersections that will need improvements based on future traffic volumes and current land zoning. For BPAC this has presented an excellent opportunity to engage in conversations that promote and encourage safe bicycling and walking as a significant means of transportation in Deschutes County.

- In 2019 BPAC proposed to the Board of County Commissioners that there be an increased focus on “Lower stress connecting routes between municipalities” and “Connecting Trail Systems for Transportation”. BPAC were encouraged to proceed.
- From 2019 to 2022 BPAC met with municipalities, Deschutes County, park districts and agencies, identifying bicycle and pedestrian connections needed for safe transportation. This resulted in a “vision” for a safe, low-stress bicycle and pedestrian travel network and over 30 specific “connections” for travel between municipalities and recreational areas.

In the first half of 2023 a draft TSP update was presented to the Planning Commission and Board of County Commissioners for review and adoption. BPAC had worked with county staff and their consultants to draft language that included bicycling and walking in the plan as transportation options. This was the first time the long-term plan called out the need for safe bicycling and walking as significant transportation options, and identified separated facilities (such as multi-use paths) as the preferred option. Having these connections included in the TSP does not identify specific routes, provide funding, or guarantee that they will be built, but

provides a foundation and encouragement for agencies to propose projects and apply for funding.

The draft plan also contained a list of envisioned low stress connections between communities and recreation areas. This is an important milestone for the county as its population grows in years to come. Additional activities BPAC participated in to support bike/ped transportation in the updated TSP include:

- August 2024 - Submitting written public comment in support of the Draft TSP Update as written
- November 2024 – Several BPAC members provided testimony at the public hearing on the 29th

In March of 2024, the county commission approved the TSP including the connections between communities and recreation areas. The new TSP will go into effect on June 18, 2024.

6. Community Connections

The idea of community connections as described in the county’s new Transportation System Plan is gaining momentum.

Planning for the path from **Bend to Lava Butte** is complete. National Environmental Policy Act (NEPA) review and project design are in progress. County zoning approval has been granted but that approval has been appealed to the Oregon Land Use Board of Appeals (LUBA). ODOT is the lead agency and other agencies are involved. BPAC is monitoring this project.

The path from **Lava Butte to La Pine** is in the planning process and BPAC has a representative on the citizen advisory committee.. Three conceptual alternative routes have been developed and the public was asked for comment. A preferred alternative has not yet been selected. No decisions have been reached yet. Again, ODOT is the lead agency and other agencies are involved.

ODOT has begun preliminary work on the **Sisters-Redmond-Bend** active transportation plan. The focus is on using the right-of-way for major roads between these cities. They plan to hire a consultant this spring or summer to help develop the plan. Other agencies will be involved in the planning effort. BPAC will be heavily involved in this effort.

7. Letters of Support

BPAC periodically submits letters in support of grant applications by agencies for projects in the county. We submitted three letters in 2023:

- In **March**, we submitted a letter supporting Oregon Department of Transportation’s (ODOT) grant application for Congressionally Directed Spending (CDS) for funding for multi-use paths along US 97. One path would go south from Redmond to a mobile home park on the west side of the highway. The other would be north from Bend to a mobile home park on the east side of the highway. The grant application was unsuccessful.
- In **June**, Cascades East Transit requested a letter in support of a Transportation Growth Management (TGM) grant from ODOT to help develop a capital plan. Following advice from ODOT, they did not pursue the TGM grant but are using Statewide Transportation Improvement Funds (STIF) instead.
- In **July**, the Central Oregon Area Commission on Transportation (COACT) and the Bend Metropolitan Planning Organization BMPO requested a letter of support for a federal Safe Streets 4 All grant. They were awarded \$144,000 which will help fund the Deschutes County Transportation Safety Action Plan.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: SB 5525 funding to support a Secure Residential Treatment Facility

RECOMMENDED MOTION:

Move approval to accept Oregon Health Authority Senate Bill 5525 funding.

BACKGROUND AND POLICY IMPLICATIONS:

During the 2023 legislative session, Oregon Health Authority (OHA) was directed to provide additional financial support to community mental health programs for civil commitment services. These one-time funds were allocated in Senate Bill (SB) 5525 and are in addition to funds initially contracted via Intergovernmental Agreement (IGA) #PO-4300-00026008, the main agreement providing funding to support Deschutes County's Community Behavioral Health programs for the period January 1, 2024, through June 30, 2025.

DCHS is seeking approval to accept SB 5525 funding in the amount of \$2 million. OHA has agreed to provide this funding to Deschutes County Health Services (DCHS) to be used to complete construction on a Class 1 Secure Residential Treatment Facility (SRTF) for which DCCHS will partner with a private entity to build. Funds will be provided to DCCHS via Service Element 24, through an amendment to the above-referenced IGA. Funding will be available for the term July 1, 2024, through June 30, 2025. DCCHS plans to pass the funding through in a public-private partnership to support building and operating a 16-bed SRTF in Redmond.

The proposed Redmond facility will serve individuals civilly committed due to mental illness. In partnership with DCCHS, the facility will serve adults ages 18-64 who need a subacute level of care while receiving treatment for their mental health diagnosis. This facility is intended to provide services to residents who may need significant clinical intervention, including seclusion, restraint, or involuntary emergency medication. The facility will employ a nonviolent, trauma-informed approach to these interventions giving significant attention to building a culture of power awareness, respect, and hope. Care will be rooted in evidence-based practices provided by caring, trained mental health professionals. Treatment will be personalized, with options including psychotherapy, psychiatry, and life skills training. In addition to clinical services, residential services such as community outings, medical case management, transportation, shopping, exercise, and outdoor recreation will be provided several times per week.

BUDGET IMPACTS:

\$2,000,000 revenue to be passed through via a grant awarded to a private entity.

ATTENDANCE:

Holly Harris, Behavioral Health Director



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Updated Oregon Health Authority grant #177672

RECOMMENDED MOTION:

Move approval of Chair signature of Document No. 2024-400 to amend an agreement accepting grant funding from the Oregon Health Authority for behavioral health housing.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of County Commissioners approved Oregon Health Authority (OHA) intergovernmental agreement (IGA) #177672 in October of 2022. The original IGA #177672 provided \$3,901,470.64 of funding to Deschutes County Health Services (DCHS) for increasing behavioral health housing and was effective through April 1, 2024. The updated IGA #177672 extends the term of the grant to December 31, 2042, and includes an updated budget.

Deschutes County Behavioral Health, along with twenty-seven diverse regional entities, participated in the 2021 Behavioral Health Housing and Residential Treatment Planning Grant for the Central Oregon region. Planning partners demonstrated significant alignment around addressing the service needs of adults and youth with co-occurring behavioral health and substance use diagnoses, providing culturally and linguistically appropriate services, and equitable allocation of treatment beds, both demographically and geographically. Specifically called out in the plan was the need to build a secure residential treatment facility for adults and residential housing for youth and children to address the critical shortages.

Oregon State Legislature appropriated \$100,000,000 to be distributed to community mental health programs (CMHP) for the purpose of increasing behavioral health housing. The goals of this funding are to provide an array of supported housing and residential treatment, relieve bottlenecks in the continuum of care, and address health inequities and housing access disparities, among others.

DCHS originally intended to pass through \$3,000,000 of funding to BestCare, as matching funds, to support application for an OHA Secure Residential Treatment Facility (STRF) in Redmond. BestCare was unable to follow through with the proposed project, so funding is being repurposed as follows:

\$2,850,000 to repurpose or build two new Adult Foster Homes (AFH). One AFH would be specific to co-occurring Intellectual or Developmental Disability (IDD)/Mental Health (MH)

and the other a traditional MH AFH. This will add capacity of approximately 9-10 beds. Additionally, we plan to contract with a Peer organization to provide afterhours/weekend support to our existing AFH to support residents in keeping their existing placements. So far, we have obligated \$131,400 of the \$850,000 to the Loft for youth shelter beds. The remaining \$718,600 will be utilized to support youth shelter and/or residential capacity. \$150,000 will be used in planning, siting, coordination and consulting services to obtain land and develop the AFHs.

\$51,470.64 of funding will be used for operational and administrative costs for developing the RFP, contracting, reporting, and oversight to manage housing. DCHS will primarily serve as a pass-thru entity, and as such, the budget on these funds will be excluded from County and department indirect allocation.

BUDGET IMPACTS:

\$3,901,470.64 revenue through December 31, 2042

ATTENDANCE:

Holly Harris, Director Behavioral Health

**Grant Agreement Number 177672****STATE OF OREGON
AMENDED AND RESTATED
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through Oregon Health Authority and the OHA's Health System Division (together, "OHA" or "OHA HSD"):

**OHA-HSD
500 Summer St SE, E86
Salem, Oregon 97301**

And

**Deschutes County
2577 NE Courtney Drive
Bend, Oregon 97701
Attention: Grace Evans
Telephone: 541-322-7516
E-mail address: grace.evans@deschutes.org**

hereinafter referred to as "**Recipient**."

RECITALS

The Oregon State Legislature, for the biennium ending June 30, 2023, appropriated \$100,000,000 out of the General Fund for increasing behavioral health housing in House Bill 5202, section 364.

The Oregon State Legislature's Joint Committee on Ways and Means stated in the bill's Budget Report and Measure Summary that the OHA was appropriated money for

distribution to community mental health programs (“**CMHPs**”) and related administrative support in OHA. The goals of this funding are to provide an array of supported housing and residential treatment, relieve bottlenecks in the continuum of care, and address health inequities and housing access disparities, among others.

OHA issued a Request for Applications to the CMHPs. OHA has reviewed all the applications received and intends to disburse the grant awards.

OHA and Recipient previously entered into Intergovernmental Grant Agreement No. **177672** dated October 12, 2022 (the “**Original Grant Agreement**”). The parties, finding it necessary to amend the Original Grant Agreement, are entering into this Agreement which amends and restates, in its entirety, the Original Grant Agreement (this “**Agreement**”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date and Duration.

The effective date of this Agreement is October 12, 2022 (the “**Effective Date**”). Unless extended or terminated earlier in accordance with its terms, this Agreement will expire on **December 31, 2042**. Agreement termination shall not extinguish or prejudice OHA’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits and attachments, which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions (including Attachment 1)
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Approved Budget

There are no other Agreement documents unless specifically referenced and incorporated into this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits B, A (including Exhibit D to the extent incorporated therein), and C.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$3,901,470.64**. OHA will not disburse grant funds to Recipient in excess of the not-to-exceed amount and, notwithstanding any other provision of this Agreement, will not disburse grant funds until this Agreement has been signed by all Recipient(s) and, when required, approved by the Oregon Department of Justice. OHA will disburse the grant to Recipient as described in Exhibit A.

4. Contractor or Subrecipient Determination.

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

- Recipient is a subrecipient
- Recipient is a contractor
- Not applicable

5. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

6. Recipient Data and Certification.

a. **Recipient Information.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): Deschutes County Oregon

Street Address: 1300 NW Wall Street

City, State, Zip Code: Bend, OR 97703

Email Address: Janice.garceau@deschutes.org; cc: grace.evans@deschutes.org

Telephone: 541-322-7500

Business Designation: (Check one box):

- | | | |
|--|--|--|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> X Other |

Recipient Proof of Insurance. Recipient shall provide proof of all insurance listed and required by Exhibit C in accordance with the deadline established in Exhibit C, Section 8.

- b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, each signatory for Recipient hereby certifies under penalty of perjury that:
- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and Recipient shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance in accordance with Exhibit C, Section 8. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - (2) The information shown in Section 6a. Recipient Information, is Recipient's true, accurate and correct information;
 - (3) To the best of the Recipient's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding;
 and
 - (5) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient shall provide OHA with the new FEIN or SSN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

7. Signatures. This Agreement and any subsequent amendments 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 the Agreement and any amendments so executed shall constitute an original. Copies of signature by facsimile, electronic scan, or other electronic means will be considered original signatures.

By: Deschutes County

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Deputy Director, Operations & Strategy

Title

Date

Approved by: Director, OHA Health Systems Division

Authorized Signature

Printed Name

OHA Behavioral Health Director

Title

Date

Approved for Legal Sufficiency:

EXHIBIT A
Part 1
Program Description

1. Eligible Program Activities: Each of the following are eligible program activities and Grant funds may be expended for the costs of such activities, if such costs are in accordance with Recipient's budget approved by OHA, which is attached to this Agreement as Exhibit D, as it may be revised by Recipient and approved in writing from time to time by OHA.

- a. Repurpose or build new secure residential treatment facilities, residential treatment homes, adult foster homes, supported housing units, and supportive housing units.
- b. Operational and administrative costs to manage housing.
- c. Housing support services.
- d. Planning, coordination, siting, purchasing buildings/land (pre-build or renovation activities).
- e. Subsidies for short-term shelter beds.
- f. Long-term rental assistance.
- g. Outreach and engagement items such as food or clothing to meet immediate needs for houseless individuals.

2. Reporting Requirements

a. **Quarterly Reports.**

- (1) Recipient shall prepare and electronically submit written quarterly reports that describe the grant activities for the quarter and any other information that OHA may reasonably require
- (2) Reports are due to OHA HSD no later than April 30 (January 1-March 31), July 30 (April 1- June 30), October 30 (July 1-September 30), and January 30 (October 1-December 31) each year.
- (3) Reports shall demonstrate OHA HSD requirements of the continued use of property for the agreed purpose as defined in any Declaration of Restrictive Covenants executed and all other documents reasonably necessary to secure the performance of this Agreement, as determined by the Social Determinants of Health team of OHA.
- (4) Reports shall provide quarterly data as OHA HSD requests, including but not limited to bed/unit/client capacity by property/facility with their utilization rates and data on clients served by property/facility. OHA will provide the reporting form and instructions for completion and submission of this quarterly compliance report. Recipient may be required to provide capacity and utilization rates every 60 days or more frequently as requested by OHA HSD.

Exhibit A
Part 2
Payment and Financial Reporting

1. Payment and Financial Reporting.

- a.** OHA no longer issues paper checks. To receive grant funding, Recipient must enroll in Electronic Funds Transfer (EFT), also known as direct deposit. To enroll, Recipient must submit a completed Direct Deposit Authorization Form found with OHA. If Recipient already has EFT set up for any type of payment that comes from the Oregon Health Authority, Recipient should not send in another form. Recipient may contact the EFT Coordinator at (503) 945-5710 for technical assistance. Due to the confidential nature of bank account information, Recipient should only provide bank information to the EFT Coordinator or OHA Financial Services.
- b.** OHA will grant funds to Recipient, subject to the following:
- i. Grant funds may be expended only for costs that are directly and reasonably related to Eligible Program Activities provided under this Agreement and in accordance with the terms and conditions of this Agreement.
 - ii. Grant funds may be expended only for costs in accordance with Recipient's budget approved by OHA, which is attached to this Agreement as Exhibit D, as it may be revised by Recipient and approved in writing from time to time by OHA.
 - iii. Grant funds may not be used to supplant other funding sources.
 - iv. Grant funds may be expended for travel-related costs only in accordance with the requirements of the Oregon Accounting Manual applicable to travel-related costs, as the same may be amended from time to time.
 - v. Grant funds may only be used to cover Eligible Program Activities incurred during the period beginning from the Effective Date and ending December 31, 2025. A cost is considered to have been incurred if Recipient has incurred an obligation (as defined below) with respect to such cost by December 31, 2025. An "**obligation**" is an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment.
 - vi. Grant funds awarded to Recipient may be adjusted among the Eligible Program Expenses as shown in Exhibit D up to 20%, without prior written approval by OHA, but Recipient shall promptly notify OHA in writing of such adjustment.
 - vii. Notwithstanding Section 1.b.vi. of this Exhibit A, Part 2, Grant funds may be used for administrative program costs up to but not to exceed 10%.

- c. OHA will disburse the grant funds to Recipient upon the Effective Date.
- d. Recipient must complete an “**Oregon Health Authority Social Determinants of Health Expenditure Report**” located at: <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>. These reports must detail the use of grant fund expenditures with declining balances for each budget line and be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

EXHIBIT A
Part 3
Special Terms and Conditions

1. SUBCONTRACTORS. Recipient may subcontract with the subcontractors listed on Exhibit D (each, a “**Subcontractor**”). Recipient shall not enter into any other subcontracts for any part of the program supported by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, Recipient shall include in any permitted subcontract with a Subcontractor under this Agreement provisions to ensure compliance with the Grant requirements and that OHA will receive the benefit of Subcontractor activity(ies) as if the Subcontractor were the Recipient. Prior to disbursing any portion of the Grant to a Subcontractor, Recipient shall execute a subcontract that includes and is consistent with the Grant requirements set forth in this Agreement. OHA’s consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

2. REAL PROPERTY PURCHASE, RENOVATION, OR IMPROVEMENT. Before Grant funds in the amount of \$100,000 and above are to be used for purchase, construction or renovation of real property, Recipient shall notify OHA and subsequently shall enter into, or cause its Subcontractor to enter into, all documents reasonably necessary to restrict the real property in accordance with the purpose of the Grant, as determined by OHA, including but not limited to, a Declaration of Restrictive Covenants substantially the form attached hereto as Attachment 1.

EXHIBIT B
Standard Terms and Conditions

1. Governing Law, Consent to Jurisdiction.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “**Claim**”) between OHA or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a consent by the State of Oregon to the jurisdiction of any court or a waiver by the State of Oregon of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States, or otherwise. Recipient hereby consents to the exclusive jurisdiction of such courts, waives any objection to venue, and waives any claim that any such forum is an inconvenient forum.

2. Compliance with Law.

Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Recipient and this Agreement. Without limiting the generality of the foregoing: (i) the Recipient shall comply with Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA) and 42 CFR Part 2 to the extent they are applicable to the services provided by the Recipient; and (ii) no grant funds may be used for any harm reduction activities that would violate Oregon’s drug paraphernalia law, ORS 475.525, including but not limited to the purchase or delivery of safe smoking supplies, drug testing strips, or devices used to prepare controlled substances, unless the Recipient maintains documentation that demonstrates the activities fall within an exemption under ORS 475.525(4) or (5), or the Recipient is a syringe service program providing sterile needles and syringes and other items as part of their activities, in accordance with ORS 475.757. Failure to comply with any of the foregoing requirements is grounds for termination of the grant.

3. Independent Parties; Conflict of Interest.

- a. Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- b. If Recipient is currently performing work for the State of Oregon or the federal government, Recipient by signature to this Agreement, represents and warrants that Recipient’s participation in this Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Recipient currently performs work would prohibit Recipient’s participation under this Agreement. If

disbursement under this Agreement is to be charged against federal funds, Recipient certifies that it is not currently employed by the federal government.

4. **Grant Funds; Payments.**

- a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that OHA's payment of grant funds under this Agreement is contingent on OHA receiving appropriations, limitations, allotments and other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement.
- b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other OHA Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to the EFT Coordinator identified in Exhibit A, Part 2, Section 1.

5. **Recovery of Overpayments.**

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("**Misexpended Funds**") or that remain unexpended on termination or expiration of this Agreement ("**Unexpended Funds**") must be returned to OHA. Recipient shall return all Misexpended Funds to OHA promptly after OHA's written demand and no later than 15 days after OHA's written demand. Recipient shall return all Unexpended Funds to OHA within 14 days after the termination or expiration of this Agreement, as applicable. OHA, in its sole discretion, may recover Misexpended Funds or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the Misexpended Funds or Unexpended Funds. If Recipient objects to the amount withheld or proposed to be withheld, Recipient shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. [Reserved]

7. **Contribution.**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("**Third Party Claim**") against a party (the

"**Notified Party**") with respect to which the other party ("**Other Party**") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor, including Subcontractors ("**Claims**"). It is the specific intention of the parties that

the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

8. **Default; Remedies; Termination.**

a. Default by Recipient. Recipient shall be in default under this Agreement if:

- (1) Recipient 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; or
- (2) Recipient no longer holds a license or certificate that is required for Recipient to perform its obligations under this Agreement and Recipient has not obtained such license or certificate within 14 calendar days after OHA's notice or such longer period as OHA may specify in such notice; or
- (3) Recipient fails to return Misexpended Funds or Unexpended Funds in accordance with Section 5 of this Exhibit B; or
- (4) Recipient commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any obligation under this Agreement within the time specified herein or any extension thereof, or so fails to pursue performance of any obligation as to endanger Recipient's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after OHA's notice, or such longer period as OHA may specify in such notice.

b. OHA's Remedies for Recipient's Default. In the event Recipient is in default under Section 8.a., OHA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 8.e.(2);
- (2) withholding all or part of monies not yet disbursed by OHA to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of Misexpended Funds or Unexpended Funds under Section 5 of this Exhibit B.

These remedies are cumulative to the extent the remedies are not inconsistent, and OHA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Recipient was not in default under Section 8.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 8.e.(1).

c. Default by OHA. OHA shall be in default under this Agreement if OHA commits any material breach or default of any covenant, warranty, or obligation under this.

Agreement, and such breach or default is not cured within 30 calendar days after Recipient's notice or such longer period as Recipient may specify in such notice.

- d. Recipient's Remedies for OHA's Default. In the event OHA terminates this Agreement under Section 8.e.(1), or in the event OHA is in default under Section 8.c. and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 8.e.(3), Recipient's sole remedy will be a claim for payment of grant funds for costs or expenses incurred and for which payment is authorized by this Agreement. In no event shall OHA be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits or loss.
- e. Termination.
- (1) OHA's Right to Terminate at its Discretion. At its sole discretion, OHA may terminate this Agreement:
- (a) For its convenience upon 30 days' prior written notice by OHA to Recipient;
 - (b) Immediately upon written notice if OHA fails to receive funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to pay the grant funds to Recipient as set forth in this Agreement;
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that OHA's support of the program under this Agreement is prohibited or OHA is prohibited from paying for such support from the planned funding source; or
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement, including any Medicaid Eligible Individual, under its care.
- (2) OHA's Right to Terminate for Cause. In addition to any other rights and remedies OHA may have under this Agreement, OHA may terminate this Agreement immediately upon written notice to Recipient, or at such later date as OHA may establish in such notice, if Recipient is in default under Section 8.a.
- (3) Recipient's Right to Terminate for Cause. Recipient may terminate this Agreement upon 30 days' prior written notice to OHA or at such later date as Recipient may establish in such notice, if OHA is in default under Section 8.c. and OHA fails to cure such default within 30 calendar days after OHA receives Recipient's notice or such longer period as Recipient may specify in such notice.

- (4) Mutual Termination. This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
- (5) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to OHA all of OHA's property that is in the possession or under the control of Recipient.
- (6) Effect of Termination. Upon termination of this Agreement, Recipient shall immediately cease all activities under this Agreement unless, in a written notice issued by OHA, OHA expressly directs otherwise.

9. Insurance.

Recipient shall maintain insurance as set forth in Exhibit C, attached hereto.

10. Records Maintenance, Access.

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "**Records**". Recipient acknowledges and agrees that OHA and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

11. Information Privacy/Security/Access.

If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Recipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this Section, "**Information Asset**" and "**Network and Information System**" have the meanings set forth in OAR 943-014-0305, as such rule may be revised from time to time.

12. Assignment of Agreement, Successors in Interest.

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by OHA. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

13. Resolution of Disputes.

The parties shall attempt in good faith to resolve any dispute arising out of or related to this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

14. [Reserved]**15. No Third Party Beneficiaries.**

OHA and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

16. Severability.

The parties agree that if any term or provision of this Agreement 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 the Agreement did not contain the particular term or provision held to be invalid.

17. Notice.

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal

delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Oregon Health Authority
Health Systems Division
500 Summer St SE, E86
Salem, Oregon 97301

18. Headings; Interpretation.

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement. This Agreement will be interpreted according to its fair meaning and not strictly for or against any party to this Agreement. Any provision of this Agreement that would reasonably be expected to survive its termination or expiration will do so, including but not limited to Sections 1, 2, 5, 7, 8(e)(5), 13, 15, 16, 17, 18, and 19 of Exhibit B of this Agreement.

19. Amendments; Waiver; Consent.

No amendment, waiver, or consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, approved by the Oregon Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

20. Prohibition on Supplanting.

Grant funds may not supplant or replace other funds that have been contracted for the same purpose. Recipient shall ensure that the activities provided under this Agreement will be in addition to, and not in substitution for, comparable activities.

21. Merger Clause.

This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement. The obligations contained in this Agreement shall not be merged with the Declaration and other documents provided for in Exhibit A

Part 3.

EXHIBIT C
Insurance Requirements

Recipient shall require its Subcontractors and its first tier contractor(s) (each, a “**Contractor**”) that are not units of local government as defined in ORS 190.003, if any, to obtain the insurance specified in this Exhibit C prior to performing under this Agreement and maintain it in full force throughout the duration of this Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state’s workers’ compensation law, Contractor shall provide workers’ compensation insurance coverage for its employees as required by applicable workers’ compensation laws including employers’ liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. PROFESSIONAL LIABILITY:

Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per claim. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included

in the Professional Liability insurance coverage, or the Recipient shall provide Tail Coverage as stated below.

4. EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

5. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Agreement must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Insurance must have an endorsement providing that the insurer may not invoke sovereign immunity up to the limits of the policy in any court. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

6. WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

7. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and OHA's acceptance of all Services required under this Agreement, or, (ii) OHA or Recipient's termination of this Agreement, or, (iii) The expiration of all warranty periods provided under this Agreement.

8. CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to OHA Certificate(s) of Insurance for all required insurance before conducting any activities required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance

OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

9. NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to OHA before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. INSURANCE REQUIREMENT REVIEW:

Recipient agrees to periodic review of insurance requirements by OHA under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and OHA.

11. STATE ACCEPTANCE:

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

EXHIBIT D

Projects or Services	Description and use of other Funds	Expected Impact	Cost Estimate	Any Other Funding
<p>Repurpose or build new secure residential treatment facilities, residential treatment homes, adult foster homes, supported housing units, and supportive housing units.</p>	<p>Development of two Adult Foster Homes (AFH). One specific to co-occurring IDD/MH and the other a traditional MH AFH. In addition, we plan to contract with a Peer organization to provide afterhours/weekend support to our existing AFH's.</p>	<p>Added capacity of approximate 9-10 beds and additional support to existing residential homes to support residents in keeping their existing placement.</p>	<p>2,850,000 for two AFH And contract with Peer Organization</p>	<p>N/A</p>

Operational and administrative costs to manage housing	Operational and administrative costs for developing the RFP, contracting, reporting, and oversight.	Help with operational costs and supports	51,470.64	N/A
Housing support services	N/A	NA	NA	NA

Planning, coordination, siting, purchasing buildings/land (pre-build or renovation activities)	For use in planning, siting, coordination and consulting services.	Efforts will help us obtain land and siting information needed to develop AFH's	\$150,000	
Subsidy for short term shelter beds	Contract for 2 reserved young adult shelter beds for 9-10 years at 87,600/year.	Obtain shelter care with JBARJ with the goal of diverting hospitalizations and incarceration.	850,000	
Long term rental assistance	NA	N/A	N/A	

05/29/2024 Item #8.

Outreach and engagement items such as food or clothing to meet immediate needs for houseless individuals	N/A	N/A	N/A	
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ATTACHMENT 1
FORM OF
DECLARATION OF RESTRICTIVE COVENANTS (for subawardee declarant)

After Recording Return to:
Oregon Health Authority
Health Systems Division
500 Summer St NE, E86
Salem, OR 97301

SPACE ABOVE FOR RECORDER’S USE

STATE OF OREGON
OREGON HEALTH AUTHORITY

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “**Declaration**”) is made and entered into this [] day of [] 2024 (the “**Effective Date**”) by and between [insert Subawardee Name], an Oregon [entity type, e.g., nonprofit public benefit corporation, limited liability company, municipality, etc.] (“**Declarant**”) and the State of Oregon, acting by and through the Oregon Health Authority and its Health System Division (collectively, “**OHA**”). OHA and Declarant may be referred to herein jointly as the “**Parties**” or individually as a “**Party**”.

RECITALS

- A.** The Oregon State Legislature’s Joint Committee on Ways and Means stated in the Budget Report and Measure Summary for House Bill 5202 that the OHA was appropriated funds “for distribution to community mental health programs (CMHPs) and related administrative support in OHA (the “**5202 Funds**”). The 5202 Funds are to provide an array of Supportive Housing (as hereinafter defined) and residential treatment, relieve bottlenecks in the continuum of care, and address health inequities and housing access disparities, among others.”
- B.** OHA issued a Request for Applications (RFA) to the CMHPs for receiving this funding and _____ (the “**CMHP**”) applied for a 5202 Funds award.
- C.** Declarant is a subrecipient of 5202 Funds from the CMHP pursuant to an agreement between the CMHP and Declarant dated _____ (the “**Subcontract**”).
- D.** The Subcontract requires Declarant to execute this Declaration and comply with certain terms of that certain Grant Agreement by and between the CMHP and OHA dated _____ 2022, as may be amended from time to time.

E. Pursuant to the Subcontract, Declarant was subawarded [_____] (\$[_____] (the “**SubGrant**”) for the purpose of [acquiring, constructing or renovating] # of units? of Supportive Housing that will serve individuals with a Serious and Persistent Mental Illness (SPMI) as defined in OAR 309-036-0105(13) (“**SPMI**”) who are able to live independently with appropriate support services readily available (collectively, the “**Improvements**”) situated on certain real property located in the city of [insert city], [insert County] County (the “**County**”), State of Oregon, as more particularly described in Exhibit A attached hereto (the “**Property**”). The Property, together with the Improvements, is referred to herein as the “**Project**”.

F. The Parties desire that this Declaration be recorded in the relevant records of the County at Declarant’s cost and that certain terms herein constitute restrictive covenants and equitable servitudes running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties agree as follows:

1. INCORPORATION.

The foregoing recitals and exhibit(s) to this Declaration are incorporated into this Declaration by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the incorporated items do not modify the express provisions of this Declaration.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant represents, warrants and covenants that:

2.1. Organization and Authority.

(a) Declarant is a [insert entity type from first page] validly created and existing under the laws of the State of Oregon.

(b) Declarant has all necessary right, power and authority under its organizational documents to (a) execute, deliver and record this Declaration, and (b) incur and perform its obligations under this Declaration.

2.2. Use of SubGrant Funds. Declarant has used or will use the SubGrant funds only for the Project costs as provided for in this Declaration and the Subcontract.

2.3. Full Disclosure. Declarant has disclosed in writing to OHA all facts that may materially adversely affect the Project, or the ability of Declarant to perform all obligations required by this Declaration. Declarant has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Declaration. The information contained in this Declaration is true and accurate in all respects.

2.4. Pending Litigation. Declarant has disclosed in writing to OHA all proceedings, environmental or otherwise, pending (or to the knowledge of Declarant, threatened) against or affecting Declarant, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.5. No Defaults.

(a) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Declaration.

(b) Declarant has not violated and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.6. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Declaration will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Declarant is a party or by which the Project or any of Declarant's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Declarant was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Declarant, the Project or Declarant's properties or operations.

2.7. Governmental Consent. Declarant has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Declaration and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located.

2.8. Responsibility. Declarant assumes full responsibility for timely and appropriate completion of the Project, for ownership of the Project, for its operation in accordance with this Declaration and the Subcontract and acknowledges that OHA has no direct or contractual responsibility for the Project, for ownership of the Project, or for its operation.

3. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant also represents, warrants, and covenants that:

3.1. Fair Housing and Other Civil Rights Compliance. Declarant shall comply with all applicable state and federal nondiscrimination laws, including but not limited to the Fair Housing Act and the Americans with Disabilities Act;

3.2. Use Restrictions and Duration.

(a) **Use Restrictions.** Upon completion of the Project and for the duration of the Use Restriction Period (as hereinafter defined), Declarant shall continuously operate the Project as Supportive Housing and shall fill or hold vacant and available within the Project, _____ (___) units of Supportive Housing to serve individuals with a SPMI (collectively, the “**Use Restrictions**”).

As used herein, “**Supportive Housing**” means rental housing for individuals with SPMI with the following key characteristics and requirements for such residents:

- (i) It is permanent housing. Residents may maintain tenancy as long as they meet occupancy obligations, including payment of monthly rent.
- (ii) It is affordable housing. Residents shall pay no more than 30% of their monthly income for housing expenses, including rent and utilities.
- (iii) It is community-based housing. Opportunities to interact with neighbors and community members, who do not have a disability, to the fullest extent possible are readily available.
- (iv) It offers access to support services as follows:
 - (a) Participation in support services is voluntary; services cannot be mandated as a condition of tenancy and a resident cannot be evicted solely for rejecting services.
 - (b) Residents have a choice and range of flexible as well as culturally appropriate and responsive services that are available as needed and desired; services are adaptable to meet the changing needs of residents.
 - (c) Services are designed to promote recovery and enable residents to attain and maintain their housing.
 - (d) The provision of housing and the provision of services are distinct activities.
 - (e) Access to the services of peer mentor is a program requirement.
- (v) It is private and secure with a target population resident having the same rights and responsibilities that are enjoyed by any other member of the community.
- (vi) It is comparable to other rental housing in the market without restrictions or provisions specific to individuals with SPMI. This applies to lease provisions, lease terms with option to renew (as long as in compliance), occupancy rules and range of choices for unit type.

(b) **Use Restriction Period.** For a period of twenty (20) years from December 31st of the year that

the Project is completed or until **December 31, 2045**, whichever is later (the “**Use Restriction Period**”), Declarant is required to provide and comply with the requirements of the Use Restrictions.

3.3. Habitability; Other Compliance. Throughout the Use Restriction Period, Declarant will manage the Project in a safe and sanitary condition that is satisfactory to OHA and in accordance with applicable zoning, code and habitability requirements.

3.4. Prevailing Wage Requirements. Declarant shall comply with the CMHP’s imposition of requirements pertaining to Oregon Prevailing Wage Rate Law as set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17.

3.5. Financial Records. Declarant shall keep accurate books and records regarding use of the SubGrant and maintain them according to generally accepted accounting principles applicable to Declarant in effect at the time.

3.6. Inspections; Information. Declarant shall permit OHA and any party designated by OHA: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Declarant’s records regarding receipts, disbursements, contracts, investments and any other related matters.

3.7. Reports.

(a) Declarant shall prepare and electronically submit written quarterly reports that satisfy OHA requirements of the continued use of the Project for the agreed purpose as defined in this Declaration.

(b) The quarterly reports are due to OHA no later than April 15 (January 1-March 31), July 15 (April 1- June 30), October 15 (July 1- September 30), and January 15 (October 1-December 31) each year.

(c) The quarterly reports shall provide data as OHA requests, including but not limited to bed/unit/client capacity with their utilization rates and data on clients served by the property/facility. OHA will provide the reporting form and instructions for completion and submission of this quarterly compliance report. Declarant may be required to provide capacity and utilization rates every 60 days or more frequently as requested by OHA.

(d) Declarant shall supply any other reports and information related to the Project as OHA may reasonably require.

3.8. Records Maintenance. Declarant shall retain and keep accessible all books, documents, papers, and records that are directly related to this Declaration, the Project, or the SubGrant throughout the Use Restriction Period and for a minimum of six (6) years, or such longer period thereafter, as may be required by OHA.

3.9. Corrective Action. As a consequence of its monitoring, review of quarterly reports or otherwise, OHA may identify deficiencies in Declarant’s compliance with this Declaration. OHA may require action by Declarant (satisfactory to OHA) to correct such deficiencies. Declarant must correct such deficiencies

within thirty (30) days of notice by OHA of such deficiencies unless earlier correction is required by OHA to address material health or safety needs of Project users. The reasonableness of such corrective actions is subject to OHA in its sole discretion. Nothing herein is intended or may be construed to impose any duty on OHA to identify deficiencies in Declarant's compliance with this Declaration or to require any action by Declarant to correct such deficiencies, and Declarant remains solely responsible for compliance with this Declaration.

3.10. Insurance, Damage. Declarant shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar properties/facilities.

4. FURTHER ASSURANCES.

4.1. Further Acts. Declarant, at any time upon request of OHA, will do, make, execute and deliver all such additional and further acts, instruments or papers as OHA may require in its sole discretion to protect OHA's rights under this Declaration.

4.2. Reliance. OHA may rely upon statements, certificates, and other records of Declarant and its agents and assigns, including as to accuracy, genuine nature, and proper execution of such statements, certificates, and other records.

5. COVENANTS AND EQUITABLE SERVITUDES TO RUN WITH THE LAND.

5.1. Inducement. Declarant represents, covenants and warrants that the issuance to it of the SubGrant described herein by OHA is an inducement to Declarant to complete the Project and to operate the Project in accordance with the Subcontract and this Declaration. In consideration of the issuance of the SubGrant, Declarant has entered into this Declaration and has agreed to restrict the operation of and uses to which the Project can be put on the terms and conditions set forth herein. Therefore, Declarant covenants, agrees and acknowledges that OHA has relied on this Declaration in determining to issue the SubGrant.

5.2. Covenants; Equitable Servitudes.

(a) OHA and Declarant hereby declare their express intent that throughout the Use Restriction Period the covenants, restrictions, charges and easements set forth herein, including the Use Restrictions, will be deemed covenants running with the Property and will create equitable servitudes running with the Property, and will pass to and be binding upon OHA's and Declarant's successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein.

(b) Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (other than a residential rental agreement or residential lease) will contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to

such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

(c) Any and all legal requirements for the provisions of this Declaration to constitute restrictive covenants running with the Property and applying to the Project as a whole, or to create equitable servitudes with respect to same in favor of OHA, are deemed satisfied in full.

(d) The consent of any recorded prior lien holder on the Project, including the Property, is not required in connection with recording this Declaration, or if required, such consent has been or will be obtained by Declarant.

5.3. Burden and Benefit.

(a) Declarant hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes, including the Use Restrictions, set forth herein touch and concern the Property, and the Project as a whole, in that Declarant's legal interest in the Project is rendered less valuable thereby.

(b) Declarant hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the Property, and the Project as a whole, by enhancing and increasing the enjoyment and use of the Project by tenants, intended beneficiaries (in addition to OHA) of such covenants, reservations and restrictions, and by furthering the public purposes for which the SubGrant was issued.

5.4. Right of Modification. OHA may compromise, waive, amend or modify the terms of this Declaration including, but not limited to the restrictive covenants and equitable servitudes created hereby, with the written consent of Declarant or subsequent Project owners, as it so determines in OHA's sole discretion to be to the benefit of OHA, the Project, or OHA efforts to provide or maintain safe and sanitary conditions of the Project. To be effective, any compromise, waiver, amendment or modification of this Declaration must be in writing, signed by an authorized OHA representative.

6. GENERAL PROVISIONS.

6.1. Compliance with Applicable Laws and Requirements.

(a) **Compliance.** Declarant shall comply with and shall ensure that the Project complies with all federal, state and local laws, rules regulations, codes, ordinances, and orders applicable to the Project.

(b) **Contracts; Subcontracts.** Declarant shall ensure that all contracts and subcontracts related to the Project or this Declaration comply with the terms and conditions hereof, including containing a provision to that effect therein.

(c) **Endurance of Obligations.** Declarant will remain fully obligated under the provisions of this Declaration notwithstanding its designation of any third-party or parties for the undertaking of all or any part of the Project with respect to which SubGrant funding is being provided.

6.2. Indemnity. Declarant assumes sole liability for breach of the conditions of this Declaration by Declarant or any of its officers, agents, employees, and assigns. Declarant will save, hold harmless, indemnify and defend the State of Oregon, OHA and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages, liabilities, costs and expenses of whatsoever nature, kind or description, including attorney fees (collectively, “**Claims**”) related to the SubGrant, the Project, this Declaration or resulting from or arising out of the acts, omissions, neglect or misconduct of Declarant or its subcontractors, agents, or employees under this Declaration or related to the SubGrant, Project, to the extent permitted by law. Neither Declarant nor any attorney engaged by Declarant may defend any Claim in the name of the State of Oregon (including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Declarant settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Declarant will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. This Section shall survive expiration or termination of this Declaration.

6.3. Indemnification by Subcontractors.

Declarant shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“**Indemnitee**”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Declarant’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“**Claims**”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Declaration.

6.4. Time of the Essence. Time is of the essence in the performance by Declarant of the terms of this Declaration.

6.5. No Discrimination; Marketing. Except as permitted by law, Declarant will not inappropriately discriminate in the provision of housing or services on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, family status, age, disability or the receipt of public assistance.

6.6. Notice. Except as otherwise expressly provided in this Declaration, any notices required or permitted to be given under this Declaration will be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHA or Declarant at the following addresses:

If to OHA: Oregon Health Authority
Health Systems Division
500 NE Summer St. E-86
Salem, OR 97301

If to Declarant:

or to such other address a party may indicate to the other pursuant to this Section. Any notice so addressed and mailed will be effective five (5) days after mailing. Any notice by personal delivery will be deemed to be given when actually delivered.

6.7. No Third-Party Beneficiaries. Unless and only to the degree expressly provided otherwise in this Declaration, OHA and Declarant are the only Parties to this Declaration and are the only Parties entitled to rely on and enforce the terms of this Declaration. Nothing in this Declaration gives, is intended to give, or will be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly indirectly or otherwise, to third persons unless such third persons are expressly identified in this Declaration and only to the degree they are expressly described as intended beneficiaries of particular terms of this Declaration and only with such remedies as expressly given herein with respect to such interests.

6.8. Declarant Status.

(a) **Independent Contractor.** Declarant shall perform all obligations under this Declaration and will timely satisfy its obligations hereunder as an independent contractor. Declarant is not an officer, employee or agent of the State, as those terms are used in ORS 30.265 or otherwise, with respect to performance under this Declaration.

(b) **Declarant Responsible for Insurance Coverage.** Declarant agrees that insurance coverage, whether purchased or by self-insurance, for Declarant's agents, employees, officers and/or subcontractors is the sole responsibility of Declarant.

(c) **Non-Federal Employment Certification.** Declarant certifies that it is not employed by or contracting with the Federal Government for performance covered by this Declaration.

(d) **Good Standing Certification.** Declarant certifies to the best of its knowledge and belief that neither Declarant nor any of its principals, officers, directors or employees providing services under this Declaration:

(i) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency;

(ii) Has within a three (3) year period preceding this Declaration been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(iii) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii) of this Section;

(iv) Has within a three (3) year period preceding this Declaration had one or more public transactions (federal, state or local) terminated for cause or default; and

(v) Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

6.9. Termination. OHA may terminate this Declaration in whole or in part, without further liability and without impairment of its remedies, effective upon delivery of written notice to Declarant, under any of the following conditions:

- (a) If funding from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for delivery of full SubGrant funding; or
- (b) If federal or state laws, regulations, rules or other requirements are modified or interpreted in such a way that the intended use of SubGrant funding for the Project is no longer allowable or appropriate or the Project is no longer eligible for the SubGrant funding identified in this Declaration from the planned funding source(s); or
- (c) If any authority required by law or regulation to be held by Declarant to complete the Project ends for any reason; or
- (d) If Declarant is unable or fails to commence the Project within six (6) months from the date of this Declaration; or
- (e) If Declarant breaches or fails to timely perform any of its obligations under this Declaration, or any other applicable agreement and such breach is not cured within the grace period, if any, provided for cure in the applicable document; or
- (f) If OHA determines that any representation, warranty or covenant of Declarant, whether in whole or in part, is false, invalid, or in default; or
- (g) If Declarant (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.
- (h) Termination of this Declaration does not terminate or otherwise impair or invalidate any remedy available to OHA or to Declarant hereunder, at law, or otherwise.

6.10. Declarant Default. Any of the following constitutes an “**Event of Default**” of Declarant:

- (a) Any false or misleading representation is made by or on behalf of Declarant, in this Declaration or in any document provided by Declarant to OHA related to the SubGrant or the Project.
- (b) Declarant fails to perform any obligation required under this Declaration and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Declarant by OHA, or such longer period as OHA may agree to in writing, if OHA determines in its sole discretion that Declarant has instituted and is diligently pursuing corrective action.
- (c) Declarant: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any corporate action for the purpose of effecting any of the foregoing.
- (d) A proceeding or case is commenced, without the application or consent of Declarant, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Declarant, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Declarant or of all or any substantial part of its assets, or (iii) similar relief in respect to Declarant under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Declarant is entered in an involuntary case under the Federal Bankruptcy Code.

6.11. OHA Default. OHA will be in default under this Declaration if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Declaration.

6.12. Remedies.

- (a) **Repayment.** If this Declaration or any part hereof, terminates prior to the term of the Use Restriction Period, Declarant will, within thirty (30) days of written demand for repayment by OHA, repay the SubGrant to OHA multiplied by a fraction, the numerator of which is 20 minus the number of full years that have transpired between the year the Project is completed and the year of OHA’s demand and the denominator of which is 20.
- (b) **Deficiencies.** OHA may, from time to time, identify and direct Declarant to correct deficiencies (including deficiencies by the Owner) in its compliance with this Declaration, which it shall correct as so directed.

(c) **Extension of Use Restriction Period.** OHA may by written notice extend the Use Restriction Period described in this Declaration for periods of time matching corresponding periods of time during which OHA determines Declarant to be in material noncompliance with any of the terms of this Declaration. Such extensions may be recorded in the County's property records.

(d) **Additional Remedies.** If Declarant defaults in the performance or observance of any covenant, agreement or obligation set forth in this Declaration (including correction of deficiencies), and if such default remains uncured by Declarant for a period of thirty (30) days or less (depending upon the requirements of the notice, lesser notice periods being reserved for matters that OHA determines in its sole discretion relate to material health or safety needs of Project occupants) after notice thereof shall have been given by OHA, or if such default runs for a period of thirty (30) days from the date Declarant should, with due diligence, have discovered such default, then OHA may declare an Event of Default to have occurred hereunder provided, however, if a default is not reasonably capable of being cured within thirty (30) days or any lesser notice period provided by OHA, OHA may, in its sole discretion, extend the correction period for up to six (6) months, but only if OHA determines in its sole discretion there is good cause for granting the extension; and provided further, however, in the event of a foreclosure, deed in lieu of foreclosure, or similar event with respect to the Project or the Property, the correction period for the successor for an existing Event of Default will be no less than thirty (30) days from the earlier of the date the successor obtains control or becomes the owner of the Project. To the extent that the default is not corrected within the above-described period including extensions, if any, granted by OHA, an Event of Default will be deemed to occur and OHA may exercise its rights and remedies under this Section. Following the occurrence of an Event of Default hereunder OHA may, at its option, take any one or more of the following steps in addition to all other remedies provided in this Declaration, by law, or in equity:

- i. By mandamus or other suit, action or proceeding at law or in equity, require Declarant specifically to perform its obligations under this Declaration or enjoin any acts or things that may be unlawful or in violation of the rights of OHA under this Declaration;
- ii. Obtain the appointment of a receiver to operate the Project in compliance with this Declaration;
- iii. Withhold from Declarant, suspend or terminate, or (upon thirty (30)-days written demand) require the repayment of all or part of any disbursed SubGrant funds or other funding assistance provided by OHA to Declarant with respect to the Project;
- iv. Declare Declarant, its owners, principals, employees, and agents ineligible to receive further OHA funds or other OHA financial assistance, including with respect to other projects or requests for same, for such period as OHA determines in its sole discretion;
- v. Offset amounts due from repayment of the SubGrant against other funding awarded or to be awarded to Declarant;
- vi. Have access to, and inspect, examine and make copies of, all of the books and records of Declarant pertaining to the Project and to inspect the Project itself;

vii. Enter onto the Property and correct Events of Default with respect to the Project at Declarant's expense, which expense Declarant will repay to OHA within ten (10) days of any presentment of charges for same; and

viii. Take such other action under this Declaration, at law, in equity, or otherwise as may be available to OHA.

(e) Survival of Remedies; Remedies Not Exclusive; Non-Waiver. The rights and remedies of OHA provided for in this Declaration, which by their nature are intended to survive termination of this Declaration, will survive the termination of the Use Restriction Period and of this Declaration. Furthermore, such remedies will not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHA to enforce any provision of this Declaration will constitute a waiver by OHA of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Declaration preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

6.13. Severability. If any term or provision of this Declaration 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Declaration did not contain the particular term or provisions held to be invalid.

6.14. Survival of Obligations. The obligations of Declarant as set forth in this Declaration will survive the expiration or termination of the Subcontract.

6.15. Attorney Fees. Subject to Article XI, Section 7, of the Oregon Constitution, in the event a lawsuit or other proceeding is instituted regarding this Declaration, the prevailing party in any dispute arising under this Declaration will, to the extent permitted by law, be entitled to recover from the other(s) its reasonable attorney fees and all costs and disbursements incurred at trial, in mediation, and on appeal. Reasonable attorney fees will not exceed the rate charged to OHA by its attorneys. This provision does not apply to lawsuits or other proceedings instituted or maintained by or against tenants or other third-party beneficiaries hereunder, if any, for which lawsuits or other proceedings no award of attorney fees is permitted.

6.16. Construction. The Parties to this Declaration acknowledge that each party and its counsel have participated in the drafting and revision of this Declaration (or knowingly and voluntarily waived the party's right to do so). Accordingly, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Declaration or any amendment, modification, supplementation or restatement of the foregoing or of any exhibit to this Declaration.

6.17. Captions. The captions or headings in this Declaration are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Declaration.

6.18. Execution and Counterparts. This Declaration may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

6.19. Governing Law; Venue: Consent to Jurisdiction. This Declaration will be governed by the laws

of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "**Claim**") related to this Declaration will be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event will this provision be construed as a waiver by OHA or the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. OHA and the State of Oregon expressly reserve all sovereignty rights. **DECLARANT, BY EXECUTION OF THIS DECLARATION, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

6.20. Merger Clause. This Declaration constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Declaration will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Declaration.

6.21. No Limitations on Actions of OHA in Exercise of Its Governmental Powers. Nothing in this Declaration is intended, nor will it be construed, to in any way limit the actions of OHA in the exercise of its governmental powers. It is the express intention of the Parties hereto that OHA will retain the full right and ability to exercise its governmental powers with respect to Declarant, the Project, this Declaration, and the transactions contemplated by this Declaration to the same extent as if it were not a party to this Declaration or the transactions contemplated hereby, and in no event will OHA have any liability in contract arising under this Declaration, or otherwise by virtue of any exercise of its governmental powers.

(Signature Pages Follow)

IN WITNESS WHEREOF, OHA and Declarant have caused this Declaration to be signed by their duly authorized officers on the Effective Date.

OHA: **STATE OF OREGON**, acting by and through its **OREGON HEALTH AUTHORITY**,

By: _____
Michael J. Mitchell,
Director of Business Operations

STATE OF OREGON)
 : ss
County of Marion)

This instrument was acknowledged before me this ____ day of _____ 2024,
by _____, for and on behalf of the State of Oregon, acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

DECLARANT:

By: _____

STATE OF OREGON)
 : ss
County of [_____])

This instrument was acknowledged before me this ____ day of _____ 2024,
by _____, for and on behalf of _____ acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
Legal Description

ATTACHMENT 1
FORM OF
DECLARATION OF RESTRICTIVE COVENANTS (for CMHP Declarant)

After Recording Return to:
Oregon Health Authority
Health Systems Division
500 Summer St SE, E86
Salem, OR 97301

SPACE ABOVE FOR RECORDER'S USE

STATE OF OREGON
OREGON HEALTH AUTHORITY

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this “**Declaration**”) is made and entered into this ___ day of _____, 2024 (the “**Effective Date**”) by and between [insert Recipient Name], an Oregon [entity type, e.g., nonprofit public benefit corporation, limited liability company, municipality, etc.](“**Declarant**”) and the State of Oregon, acting by and through the Oregon Health Authority and its Health System Division (collectively, “**OHA**”). OHA and Declarant may be referred to herein jointly as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. The Oregon State Legislature’s Joint Committee on Ways and Means stated in the Budget Report and Measure Summary for House Bill 5202 that the OHA was appropriated funds “for distribution to community mental health programs (CMHPs) and related administrative support in OHA (the “**5202 Funds**”). The 5202 Funds are to provide an array of Supportive Housing (as hereinafter defined) and residential treatment, relieve bottlenecks in the continuum of care, and address health inequities and housing access disparities, among others.

B. Declarant applied and awarded an amount not to exceed [spell out amount in words [ALL CAPS] (\$insert amount in numbers) in 5202 Funds (the “**Grant**”) pursuant to that certain Grant Agreement dated _____, 2022 and as amended from time to time, by and between the Parties (the “**Grant Agreement**”).

C. Declarant’s use of the Grant is for the purpose of [acquiring, constructing or renovating] # of units? of Supportive Housing that will serve individuals with a Serious and Persistent Mental Illness (SPMI) as defined in OAR 309-036-0105(13) (“**SPMI**”) who are able to live independently with appropriate support services readily available (collectively, the “**Improvements**”) situated on certain real property located in the city of [insert city], [insert County] County (the “**County**”), State of Oregon,

as more particularly described in Exhibit A attached hereto (the “**Property**”). The Property, together with the Improvements, is referred to herein as the “**Project**”.

D. The Grant Agreement requires Declarant to execute this Declaration as a condition of the Grant.

E. The Parties desire that this Declaration be recorded in the relevant records of the County at Declarant’s cost and that certain terms herein constitute restrictive covenants and equitable servitudes running with the Property and governing, among other things, the maintenance, monitoring, and operation of the Project.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties agree as follows:

1. INCORPORATION.

The foregoing recitals and exhibit(s) to this Declaration are incorporated into this Declaration by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that the incorporated items do not modify the express provisions of this Declaration.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant represents, warrants and covenants that:

2.1. Organization and Authority.

(a) Declarant is a [insert entity type from first page] validly created and existing under the laws of the State of Oregon.

(b) Declarant has all necessary right, power and authority under its organizational documents to (a) execute, deliver and record this Declaration, and (b) incur and perform its obligations under this Declaration.

2.2. Use of Grant Funds. Declarant has used or will use the Grant funds only for the Project costs as provided for in the Grant Agreement.

2.3. Full Disclosure. Declarant has disclosed in writing to OHA all facts that may materially adversely affect the Project, or the ability of Declarant to perform all obligations required by this Declaration. Declarant has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Declaration. The information contained in this Declaration is true and accurate in all respects.

2.4. Pending Litigation. Declarant has disclosed in writing to OHA all proceedings, environmental or otherwise, pending (or to the knowledge of Declarant, threatened) against or affecting Declarant, in any

court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.5. No Defaults.

(c) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Declaration.

(d) Declarant has not violated and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Declarant to perform all obligations required by this Declaration.

2.6. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Declaration will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Declarant is a party or by which the Project or any of Declarant's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Declarant was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Declarant, the Project or Declarant's properties or operations.

2.7. Governmental Consent. Declarant has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Declaration and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located.

2.8. Responsibility. Declarant assumes full responsibility for timely and appropriate completion of the Project, for ownership of the Project, for its operation in accordance with this Declaration and the Grant Agreement and acknowledges that OHA has no direct or contractual responsibility for the Project, for ownership of the Project, or for its operation.

3. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DECLARANT.

Declarant also represents, warrants, and covenants that:

Fair Housing and Other Civil Rights Compliance. Declarant shall comply with all applicable state and federal nondiscrimination laws, including but not limited to the Fair Housing Act and the Americans with Disabilities Act.

3.1. Use Restrictions and Duration.

(a) **Use Restrictions.** Upon completion of the Project and for the duration of the Use Restriction Period (as hereinafter defined), Declarant shall continuously operate the Project as Supportive Housing and shall fill or hold vacant and available within the Project, _____ (___) units of Supportive Housing to serve individuals with a SPMI (collectively, the “**Use Restrictions**”).

As used herein, “**Supportive Housing**” means rental housing for individuals with SPMI with the following key characteristics and requirements for such residents:

- (i) It is permanent housing. Residents may maintain tenancy as long as they meet occupancy obligations, including payment of monthly rent.
- (ii) It is affordable housing. Residents shall pay no more than 30% of their monthly income for housing expenses, including rent and utilities.
- (iii) It is community-based housing. Opportunities to interact with neighbors and community members, who do not have a disability, to the fullest extent possible are readily available.
- (iv) It offers access to support services as follows:
 - (a) Participation in support services is voluntary; services cannot be mandated as a condition of tenancy and a resident cannot be evicted solely for rejecting services.
 - (b) Residents have a choice and range of flexible as well as culturally appropriate and responsive services that are available as needed and desired; services are adaptable to meet the changing needs of residents.
 - (c) Services are designed to promote recovery and enable residents to attain and maintain their housing.
 - (d) The provision of housing and the provision of services are distinct activities.
 - (e) Access to the services of peer mentor is a program requirement.
- (v) It is private and secure with a target population resident having the same rights and responsibilities that are enjoyed by any other member of the community.
- (vi) It is comparable to other rental housing in the market without restrictions or provisions specific to individuals with SPMI. This applies to lease provisions, lease terms with option to renew (as long as in compliance), occupancy rules and range of choices for unit type.

(b) **Use Restriction Period.** For a period of twenty (20) years from December 31st of the year that the Project is completed or until **December 31, 2045**, whichever is later (the “**Use Restriction Period**”), Declarant is required to provide and comply with the requirements of the Use Restrictions.

3.2. Habitability; Other Compliance. Throughout the Use Restriction Period, Declarant will manage the Project in a safe and sanitary condition that is satisfactory to OHA and in accordance with applicable zoning, code and habitability requirements.

3.3. Prevailing Wage Requirements. Declarant shall comply with the CMHP’s imposition of requirements pertaining to Oregon Prevailing Wage Rate Law as set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17.

3.4. Financial Records. Declarant shall keep accurate books and records regarding use of the Grant and maintain them according to generally accepted accounting principles applicable to Declarant in effect at the time.

3.5. Inspections; Information. Declarant shall permit OHA and any party designated by OHA: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Declarant's records regarding receipts, disbursements, contracts, investments and any other related matters.

3.6. Reports.

(e) Declarant shall prepare and electronically submit written quarterly reports that satisfy OHA requirements of the continued use of the Project for the agreed purpose as defined in this Declaration.

(f) The quarterly reports are due to OHA no later than April 15 (January 1-March 31), July 15 (April 1- June 30), October 15 (July 1- September 30), and January 15 (October 1-December 31) each year.

(c) The quarterly reports shall provide data as OHA requests, including but not limited to bed/unit/client capacity with their utilization rates and data on clients served by the property/facility. OHA will provide the reporting form and instructions for completion and submission of this quarterly compliance report. Declarant may be required to provide capacity and utilization rates every 60 days or more frequently as requested by OHA.

(d) Declarant shall supply any other reports and information related to the Project as OHA may reasonably require.

3.7. Records Maintenance. Declarant shall retain and keep accessible all books, documents, papers, and records that are directly related to this Declaration, the Project, or the Grant throughout the Use Restriction Period and for a minimum of six (6) years, or such longer period thereafter, as may be required by OHA.

3.8. Corrective Action. As a consequence of its monitoring, review of quarterly reports or otherwise, OHA may identify deficiencies in Declarant's compliance with this Declaration. OHA may require action by Declarant (satisfactory to OHA) to correct such deficiencies. Declarant must correct such deficiencies within thirty (30) days of notice by OHA of such deficiencies unless earlier correction is required by OHA to address material health or safety needs of Project users. The reasonableness of such corrective actions is subject to OHA in its sole discretion. Nothing herein is intended or may be construed to impose any duty on OHA to identify deficiencies in Declarant's compliance with this Declaration or to require any action by Declarant to correct such deficiencies, and Declarant remains solely responsible for compliance with this Declaration.

3.9. Insurance, Damage. Declarant shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by entities constructing, operating and maintaining similar properties/facilities.

4. FURTHER ASSURANCES.

4.1. Further Acts. Declarant, at any time upon request of OHA, will do, make, execute and deliver all such additional and further acts, instruments or papers as OHA may require in its sole discretion to protect OHA's rights under this Declaration.

4.2. Reliance. OHA may rely upon statements, certificates, and other records of Declarant and its agents and assigns, including as to accuracy, genuine nature, and proper execution of such statements, certificates, and other records.

5. COVENANTS AND EQUITABLE SERVITUDES TO RUN WITH THE LAND.

5.1. Inducement. Declarant represents, covenants and warrants that the issuance to it of the Grant described herein by OHA is an inducement to Declarant to complete the Project and to operate the Project in accordance with the Grant Agreement and this Declaration. In consideration of the issuance of the Grant, Declarant has entered into this Declaration and has agreed to restrict the operation of and uses to which the Project can be put on the terms and conditions set forth herein. Therefore, Declarant covenants, agrees and acknowledges that OHA has relied on this Declaration in determining to issue the Grant.

5.2. Covenants; Equitable Servitudes.

(a) OHA and Declarant hereby declare their express intent that throughout the Use Restriction Period the covenants, restrictions, charges and easements set forth herein, including the Use Restrictions, will be deemed covenants running with the Property and will create equitable servitudes running with the Property, and will pass to and be binding upon OHA's and Declarant's successors in title including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein.

(b) Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein (other than a residential rental agreement or residential lease) will contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument will conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

(c) Any and all legal requirements for the provisions of this Declaration to constitute restrictive covenants running with the Property and applying to the Project as a whole, or to create equitable servitudes with respect to same in favor of OHA, are deemed satisfied in full.

(d) The consent of any recorded prior lien holder on the Project, including the Property, is not required in connection with recording this Declaration, or if required, such consent has been or will be obtained by Declarant.

5.3. Burden and Benefit.

(a) Declarant hereby declares its understanding and intent that the burdens of the covenants and equitable servitudes, including the Use Restrictions, set forth herein touch and concern the Property, and the Project as a whole, in that Declarant's legal interest in the Project is rendered less valuable thereby.

(b) Declarant hereby further declares its understanding and intent that the benefits of such covenants and equitable servitudes touch and concern the Property, and the Project as a whole, by enhancing and increasing the enjoyment and use of the Project by tenants, intended beneficiaries (in addition to OHA) of such covenants, reservations and restrictions, and by furthering the public purposes for which the Grant was issued.

5.4 Right of Modification.

OHA may compromise, waive, amend or modify the terms of this Declaration including, but not limited to the restrictive covenants and equitable servitudes created hereby, with the written consent of Declarant or subsequent Project owners, as it so determines in OHA's sole discretion to be to the benefit of OHA, the Project, or OHA efforts to provide or maintain safe and sanitary conditions of the Project. To be effective, any compromise, waiver, amendment or modification of this Declaration must be in writing, signed by an authorized OHA representative.

6. GENERAL PROVISIONS.

6.1. Compliance with Applicable Laws and Requirements.

(a) **Compliance.** Declarant shall comply with and shall ensure that the Project complies with all federal, state and local laws, rules regulations, codes, ordinances, and orders applicable to the Project.

(b) **Contracts; Subcontracts.** Declarant shall ensure that all contracts and subcontracts related to the Project or this Declaration comply with the terms and conditions hereof, including containing a provision to that effect therein.

(c) **Endurance of Obligations.** Declarant will remain fully obligated under the provisions of this Declaration notwithstanding its designation of any third-party or parties for the undertaking of all or any part of the Project with respect to which Grant funding is being provided.

6.2. Indemnity. Declarant assumes sole liability for breach of the conditions of the Grant Agreement (including all terms and conditions of this Declaration) by Declarant or any of its officers, agents, employees, and assigns. Declarant will save, hold harmless, indemnify and defend the State of Oregon, OHA and their officers, agents, employees, members and assigns, from all suits, actions, claims, losses or damages, liabilities, costs and expenses of whatsoever nature, kind or description, including attorney fees (collectively, "**Claims**") related to the Grant, the Project, this Declaration or resulting from or arising out of the acts, omissions, neglect or misconduct of Declarant or its subcontractors, agents, or employees under this Declaration or related to the Grant, Project, to the extent permitted by law. Neither Declarant nor any attorney engaged by Declarant may defend any Claim in the name of the State of Oregon

(including any agency of the State of Oregon), nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Declarant settle any Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Declarant will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. This Section will survive any expiration or termination of this Declaration.

6.3. Time of the Essence. Time is of the essence in the performance by Declarant of the terms of this Declaration.

6.4. No Discrimination; Marketing. Except as permitted by law, Declarant will not inappropriately discriminate in the provision of housing or services on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, family status, age, disability or the receipt of public assistance.

6.5. Notice. Except as otherwise expressly provided in this Declaration, any notices required or permitted to be given under this Declaration will be given in writing, by personal delivery, or mailing the same, postage prepaid, to OHA or Declarant at the following addresses:

If to OHA: Oregon Health Authority
Health Systems Division
500 NE Summer Street – E-86
Salem, OR 97301

If to Declarant: [insert Recipient's name]
[insert Recipient's preferred
mailing address]
[Insert attention to: name if they have one]

or to such other address a party may indicate to the other pursuant to this Section. Any notice so addressed and mailed will be effective five (5) days after mailing. Any notice by personal delivery will be deemed to be given when actually delivered.

6.6. No Third-Party Beneficiaries. Unless and only to the degree expressly provided otherwise in this Declaration, OHA and Declarant are the only Parties to this Declaration and are the only Parties entitled to rely on and enforce the terms of this Declaration. Nothing in this Declaration gives, is intended to give, or will be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly indirectly or otherwise, to third persons unless such third persons are expressly identified in this Declaration and only to the degree they are expressly described as intended beneficiaries of particular terms of this Declaration and only with such remedies as expressly given herein with respect to such interests.

6.7. Declarant Status.

(a) **Independent Contractor.** Declarant shall perform all obligations under this Declaration and will timely satisfy its obligations hereunder as an independent contractor. Declarant is not an officer,

employee or agent of the State, as those terms are used in ORS 30.265 or otherwise, with respect to performance under this Declaration.

(b) Declarant Responsible for Insurance Coverage. Declarant agrees that insurance coverage, whether purchased or by self-insurance, for Declarant's agents, employees, officers and/or subcontractors is the sole responsibility of Declarant.

(c) Non-Federal Employment Certification. Declarant certifies that it is not employed by or contracting with the Federal Government for performance covered by this Declaration.

(d) Good Standing Certification. Declarant certifies to the best of its knowledge and belief that neither Declarant nor any of its principals, officers, directors or employees providing services under this Declaration:

(i) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any state or federal department or agency;

(ii) Has within a three (3) year period preceding this Declaration been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract related to a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(iii) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (d)(ii) of this Section;

(iv) Has within a three (3) year period preceding this Declaration had one or more public transactions (federal, state or local) terminated for cause or default; and

(v) Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

6.8. Termination. OHA may terminate this Declaration in whole or in part, without further liability and without impairment of its remedies, effective upon delivery of written notice to Declarant, under any of the following conditions:

(a) If funding from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for delivery of full Grant funding; or

(b) If federal or state laws, regulations, rules or other requirements are modified or interpreted in such a way that the intended use of Grant funding for the Project is no longer allowable or appropriate

or the Project is no longer eligible for the Grant funding identified in this Declaration from the planned funding source(s); or

(c) If any authority required by law or regulation to be held by Declarant to complete the Project ends for any reason; or

(d) If Declarant is unable or fails to commence the Project within six (6) months from the date of this Declaration; or

(e) If Declarant breaches or fails to timely perform any of its obligations under this Declaration, or any other applicable agreement and such breach is not cured within the grace period, if any, provided for cure in the applicable document; or

(f) If OHA determines that any representation, warranty or covenant of Declarant, whether in whole or in part, is false, invalid, or in default; or

(g) If Declarant (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all or substantially all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

(h) Termination of this Declaration does not terminate or otherwise impair or invalidate any remedy available to OHA or to Declarant hereunder, at law, or otherwise.

6.9. Declarant Default. Any of the following constitutes an “**Event of Default**” of Declarant:

(a) Any false or misleading representation is made by or on behalf of Declarant, in this Declaration or in any document provided by Declarant to OHA related to the Grant or the Project.

(b) Declarant fails to perform any obligation required under this Declaration and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Declarant by OHA, or such longer period as OHA may agree to in writing, if OHA determines in its sole discretion that Declarant has instituted and is diligently pursuing corrective action.

(c) Declarant: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or

adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any corporate action for the purpose of effecting any of the foregoing.

(d) A proceeding or case is commenced, without the application or consent of Declarant, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Declarant, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Declarant or of all or any substantial part of its assets, or (iii) similar relief in respect to Declarant under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Declarant is entered in an involuntary case under the Federal Bankruptcy Code.

6.10. OHA Default. OHA will be in default under this Declaration if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Declaration.

6.11. Remedies.

(a) **Repayment.** If this Declaration or any part hereof, terminates prior to the term of the Use Restriction Period, Declarant will, within thirty (30) days of written demand for repayment, repay the Grant multiplied by a fraction, the numerator of which is 20 minus the number of full years that have transpired between the year the Project is completed and the year of OHA's demand and the denominator of which is 20.

(b) **Deficiencies.** OHA may, from time to time, identify and direct Declarant to correct deficiencies (including deficiencies by the Owner) in its compliance with this Declaration, which it shall correct as so directed.

(c) **Extension of Use Restriction Period.** OHA may by written notice extend the Use Restriction Period described in this Declaration for periods of time matching corresponding periods of time during which OHA determines Declarant to be in material noncompliance with any of the terms of this Declaration. Such extensions may be recorded in the County's property records.

(d) **Additional Remedies.** If Declarant defaults in the performance or observance of any covenant, agreement or obligation set forth in this Declaration (including correction of deficiencies), and if such default remains uncured by Declarant for a period of thirty (30) days or less (depending upon the requirements of the notice, lesser notice periods being reserved for matters that OHA determines in its sole discretion relate to material health or safety needs of Project occupants) after notice thereof shall have been given by OHA, or if such default runs for a period of thirty (30) days from the date Declarant should, with due diligence, have discovered such default, then OHA may declare an Event of Default to have occurred hereunder provided, however, if a default is not reasonably capable of being cured within thirty (30) days or any lesser notice period provided by OHA, OHA may, in its sole discretion, extend the correction period for up to six (6) months, but only if OHA determines in its sole discretion there is good cause for granting the extension; and

provided further, however, in the event of a foreclosure, deed in lieu of foreclosure, or similar event with respect to the Project or the Property, the correction period for the successor for an existing default will be no less than thirty (30) days from the earlier of the date the successor obtains control or becomes the owner of the Project. To the extent that the default is not corrected within the above-described period including extensions, if any, granted by OHA, an Event of Default will be deemed to occur and OHA may exercise its rights and remedies under this Section. Following the occurrence of an Event of Default hereunder OHA may, at its option, take any one or more of the following steps in addition to all other remedies provided in this Declaration, by law, or in equity:

- i.** By mandamus or other suit, action or proceeding at law or in equity, require Declarant specifically to perform its obligations under this Declaration or enjoin any acts or things that may be unlawful or in violation of the rights of OHA under this Declaration;
- ii.** Obtain the appointment of a receiver to operate the Project in compliance with this Declaration;
- iii.** Withhold from Declarant, suspend or terminate, or (upon thirty (30)-days written demand) require the repayment of all or part of any disbursed Grant funds or other funding assistance provided by OHA to Declarant with respect to the Project;
- iv.** Declare Declarant, its owners, principals, employees, and agents ineligible to receive further OHA funds or other OHA financial assistance, including with respect to other projects or requests for same, for such period as OHA determines in its sole discretion;
- v.** Offset amounts due from repayment of the Grant against other funding awarded or to be awarded to Declarant;
- vi.** Have access to, and inspect, examine and make copies of, all of the books and records of Declarant pertaining to the Project and to inspect the Project itself;
- vii.** Enter onto the Property and correct Events of Default with respect to the Project at Declarant's expense, which expense Declarant will repay to OHA within ten (10) days of any presentment of charges for same; and
- viii.** Take such other action under this Declaration, at law, in equity, or otherwise as may be available to OHA.

(e) Survival of Remedies; Remedies Not Exclusive; Non-Waiver. The rights and remedies of OHA provided for in this Declaration, which by their nature are intended to survive termination of this Declaration, will survive the termination of the Use Restriction Period and of this Declaration. Furthermore, such remedies will not be exclusive and are in addition to any other rights and remedies available at law, in equity or otherwise. No failure of or delay by OHA to enforce any provision of this Declaration will constitute a waiver by OHA of that or any other provision, nor will any single or partial exercise of any right, power or privilege under this Declaration preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

6.12. Severability. If any term or provision of this Declaration 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Declaration did not contain the particular term or provisions held to be invalid.

6.13. Survival of Obligations. The obligations of Declarant as set forth in this Declaration will survive the expiration or termination of the Grant Agreement.

6.14. Attorney Fees. Subject to Article XI, Section 7, of the Oregon Constitution, in the event a lawsuit or other proceeding is instituted regarding this Declaration, the prevailing party in any dispute arising under this Declaration will, to the extent permitted by law, be entitled to recover from the other(s) its reasonable attorney fees and all costs and disbursements incurred at trial, in mediation, and on appeal. Reasonable attorney fees will not exceed the rate charged to OHA by its attorneys. This provision does not apply to lawsuits or other proceedings instituted or maintained by or against tenants or other third-party beneficiaries hereunder, if any, for which lawsuits or other proceedings no award of attorney fees is permitted.

6.15. Construction. The Parties to this Declaration acknowledge that each party and its counsel have participated in the drafting and revision of this Declaration (or knowingly and voluntarily waived the party's right to do so). Accordingly, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Declaration or any amendment, modification, supplementation or restatement of the foregoing or of any exhibit to this Declaration.

6.16. Captions. The captions or headings in this Declaration are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Declaration.

6.17. Execution and Counterparts. This Declaration may be executed in several counterparts, each of which will be an original, all of which will constitute but one and the same instrument.

6.18. Governing Law; Venue: Consent to Jurisdiction. This Declaration will be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "**Claim**") related to this Declaration will be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event will this provision be construed as a waiver by OHA or the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. OHA and the State of Oregon expressly reserve all sovereignty rights. **DECLARANT, BY EXECUTION OF THIS DECLARATION, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

6.19. Merger Clause. This Declaration, along with the Grant Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Declaration will bind either Party unless in writing and signed by the Parties (and the necessary approvals

obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Declaration.

6.20. No Limitations on Actions of OHA in Exercise of Its Governmental Powers. Nothing in this Declaration is intended, nor will it be construed, to in any way limit the actions of OHA in the exercise of its governmental powers. It is the express intention of the Parties hereto that OHA will retain the full right and ability to exercise its governmental powers with respect to Declarant, the Project, this Declaration, and the transactions contemplated by this Declaration to the same extent as if it were not a party to this Declaration or the transactions contemplated hereby, and in no event will OHA have any liability in contract arising under this Declaration, or otherwise by virtue of any exercise of its governmental powers.

(Signature Pages Follow)

IN WITNESS WHEREOF, OHA and Declarant have caused this Declaration to be signed by their duly authorized officers on the Effective Date.

OHA: **STATE OF OREGON**, acting by and through its **OREGON HEALTH AUTHORITY (OHA)** **Health Systems Division**

By: _____

STATE OF OREGON)
 : ss
County of Marion)

This instrument was acknowledged before me this ____ day of _____ 2024,
by _____, for and on behalf of the State of Oregon, acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

**DECLARANT:
Agreement]**

[use same signature block as was use for Grant

By: _____
[Insert Recipient signer's name]

STATE OF OREGON)
 : ss
County of [insert county name])

This instrument was acknowledged before me this ____ day of _____ 2024,
by _____, for and on behalf of _____ acting by and through its
_____.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

EXHIBIT A
Legal Description

Real property in the County of [insert county where property is located], State of Oregon, described as follows:

[Insert legal description].

Situs Address: [insert street, city, state, zip address of where property is located]



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Oregon Criminal Justice Commission Deflection Program grant and Resolution No. 2024-031 adding 1.0 Behavioral Health Specialist II FTE as of June 1, 2024

RECOMMENDED MOTION:

- 1) Move to accept Oregon Criminal Justice Commission Deflection Program grant funding in the amount of \$378,336.
2) Move approval of Resolution No. 2024-031.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services (DCHS) is seeking approval to accept Oregon Criminal Justice Commission's Deflection Program funding in the amount of \$378,336.

State of Oregon House Bill (HB) 4002 created a new misdemeanor for possession of a controlled substance. HB 4002 offers pathways to expungement, dismissal, or no charges filed, and encourages distract attorneys and law enforcement to divert a person, in lieu of arrest or prosecution, to a deflection program. A deflection program is a collaborative effort between law enforcement agencies and behavioral health systems that strives to aid individuals in receiving treatment, recovery support services, housing, case management, and/or other services.

On April 17, the Board of County Commissioners gave DCHS approval to apply for deflection funding. The initial application for funding has been awarded and DCHS seeks approval to accept this initial 50% of funding. As previously mentioned, DCHS will be required to complete a second grant application to secure the remaining \$378,336 of funding once program details have been developed.

DCHS intends to use the funding to develop, coordinate and implement a deflection program with public and community partners, and hire a new 1.00 regular FTE Deflection Program Coordinator. The Deflection Program Coordinator will be responsible for convening program partners as needed for the operation of the program, managing grant program funds, and tracking and reporting data required by the Oregon Criminal Justice Commission, including providing notification that a person has completed the program to those entities responsible for sealing records. Should funding no longer support the

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

BUDGET IMPACTS:

Revenue of \$378,336 for the period through June 30, 2025 and 1.00 Behavioral Health Specialist II FTE as of June 1, 2024. No budget adjustment is necessary in FY24. If approved, Personnel Services appropriations will be increased for FY25 during the budget adoption on June 24, 2024.

ATTENDANCE:

Holly Harris, Behavioral Health Director
Dan Emerson, Budget & Financial Planning Manager

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY,
OREGON

A Resolution Increasing FTE *
Within the 2023-24 Deschutes * RESOLUTION NO. 2024-031
County Budget *

WHEREAS, Deschutes County Health Services presented to the Board of County Commissioners on 5/29/24, with regards to the Oregon Criminal Justice Commission grant and the request to add 1.00 regular FTE in support of those funds, 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 FTE be added:

Job Class	Position Number	Type	Effective Hiring Date	FTE
Behavioral Health Specialist II (1161)	n/a	Regular	June 1, 2024	1.00
Total FTE				1.00

Section 2. That the Human Resources Director make the appropriate entries in the Deschutes County FTE Authorized Positions Roster to reflect the above FTE changes.

DATED this _____ day of May, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Public Hearing to consider amendment to DCC 8.35, Weed Control; deliberations and first reading of Ordinance No. 2024-004

RECOMMENDED ACTION:

Open public hearing; receive staff report; receive public testimony; close hearing; deliberate; move first reading (by title only) of Ordinance 2024-004, amending DCC 8.35.

BACKGROUND AND POLICY IMPLICATIONS:

Recent internal audit findings have prompted the Clerk to ask that the Clerk be removed from the obligation in DCC 8.35.070 to provide identified operators of machinery with copies of DCC 8.35.

BUDGET IMPACTS:

None

ATTENDANCE:

Legal
Clerk

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Title 8.35, Weed Control, *
of the Deschutes County Code. * ORDINANCE NO. 2024-004
*

WHEREAS, the Deschutes County Code (DCC) contains rules and regulations duly enacted through ordinance by Deschutes County and the Deschutes County Board of Commissioners; and

WHEREAS, from time-to-time the need arises to make amendments, including new enactments to the DCC; and

WHEREAS, staff from the Clerk’s Office, the Road Department, and the County Forester have identified a need to amend DCC 8.35 to remove the Clerk as the contact for providing printed copies of DCC 8.35, upon request to Owners or operators of machinery described in DCC 8.35; and

WHEREAS, the Board of County Commissioners of Deschutes County considered this matter at a duly noticed Board meeting on May 29, 2024, and determined that DCC 8.35 should be amended; now therefore,

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

Section 1. AMENDMENT. DCC 8.35 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 ~~striketrough~~.

Section 2. ADOPTION. This Ordinance takes effect 90 days after second reading.

///

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

Date of 1st Reading: _____.

Date of 2nd Reading: _____.

Commissioner

Yes

No

Record of Adoption Vote
Abstained Excused

Patti Adair

Phil Chang

Anthony DeBone

Effective date: _____.

Exhibit A

(to Ordinance No. 2024-004)

8.35.070 Duty To Clean Machinery Before Moving; Weed Infested Residue Not To Be Moved

- A. No person operating or having control of any threshing machinery, clover huller, hay baler, seed cleaning or treating machinery or other similar machinery shall move said machinery over any road or from one farm to another without first being thoroughly swept and cleaned.
- B. All hay, straw or other crop residue infested with noxious weeds having partially or fully formed seeds shall not be moved from the land on which such weeds have grown to other lands not infested with any of the weeds in the field from which such crop material came.
- C. No person shall operate any machinery described in subsection A of this section within the District without first having posted in a conspicuous place on such machinery a copy of this chapter.
- D. The ~~Department~~~~County~~ Clerk is authorized and directed to have printed a sufficient number of copies of this chapter and shall deliver such copies upon request to Owners or operators of machinery described in subsection A of this section.

HISTORY

Adopted by Ord. 2014-002 §1 on 7/9/2014

Amended by Ord. 2024-004 §1 on 8/29/2024

8.35.080 Eradication Of Noxious Weeds When Owner Refuses

- A. In addition to the other remedies allowed in this chapter, in the event that any Owner of land fails or refuses to destroy or treat Noxious Weeds within the time period specified in the notice provided in DCC 8.35.060(D)(3) or fails to comply with DCC 8.35.070, the Weed Inspector may file suit seeking injunctive relief to require immediate compliance with this chapter.
- B. In addition to actions permitted in Subsection A, the Weed Inspector may go upon the land of the Owner and destroy or treat the Noxious Weeds or control them in a manner that will destroy all means of reproduction of such Noxious Weeds, subject to DCC 8.35.080(D).
- C. The Weed Inspector may also notify the district attorney who shall at once take necessary steps for enforcement of ORS 569.360 to 569.495.
- D. The Weed Inspector may enter upon any private property to abate the violation only upon obtaining consent of the Owner or Occupant or upon obtaining a court issued warrant or order.
- E. In the event destruction or control of the Noxious Weeds on any farm is, in the judgment of the Weed Inspector, impracticable because the Noxious Weeds are too far advanced, or if for any other reason the means of control available are unsatisfactory, the Weed Inspector shall notify the Board, who shall request the State Department of Agriculture to immediately quarantine the Noxious Weed infested farm to prevent the movement of infested crops or livestock from the farm except under conditions prescribed in the quarantine that will prevent the spread of Noxious Weeds.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Presentation: 2024 Point-In-Time count data for Central Oregon

RECOMMENDED MOTION:

None—presentation only.

BACKGROUND AND POLICY IMPLICATIONS:

The 2024 point-in-time count data for Central Oregon has been released by NeighborImpact in partnership with the Homeless Leadership Coalition. The point-in-time count is a single night census of homeless people, including sheltered and unsheltered populations. This year’s point-in-time count was conducted on January 23, 2024.

Point-in-time counts are conducted annually and serve to quantify the number of homeless persons in a community as well as track changes in the homeless population over time.

BUDGET IMPACTS:

n/a

ATTENDANCE:

Chris Ogren, Houseless Response Analyst, Coordinated Houseless Response Office
Ben Scott, NeighborImpact
Eliza Wilson, Runaway and Homeless Youth Director, J Bar J Youth Services

Deschutes County PIT 2024

Board of County Commissioners

Survey Collection Tools

Characteristic	Deschutes, N = 1,432 ¹
Instrument	
Counting Us- Unsheltered Person Observation Tally	311 (22%)
Counting Us - Sheltered	62 (4.3%)
Counting Us - Unsheltered	640 (45%)
HMIS Sheltered	419 (29%)
¹ n (%)	

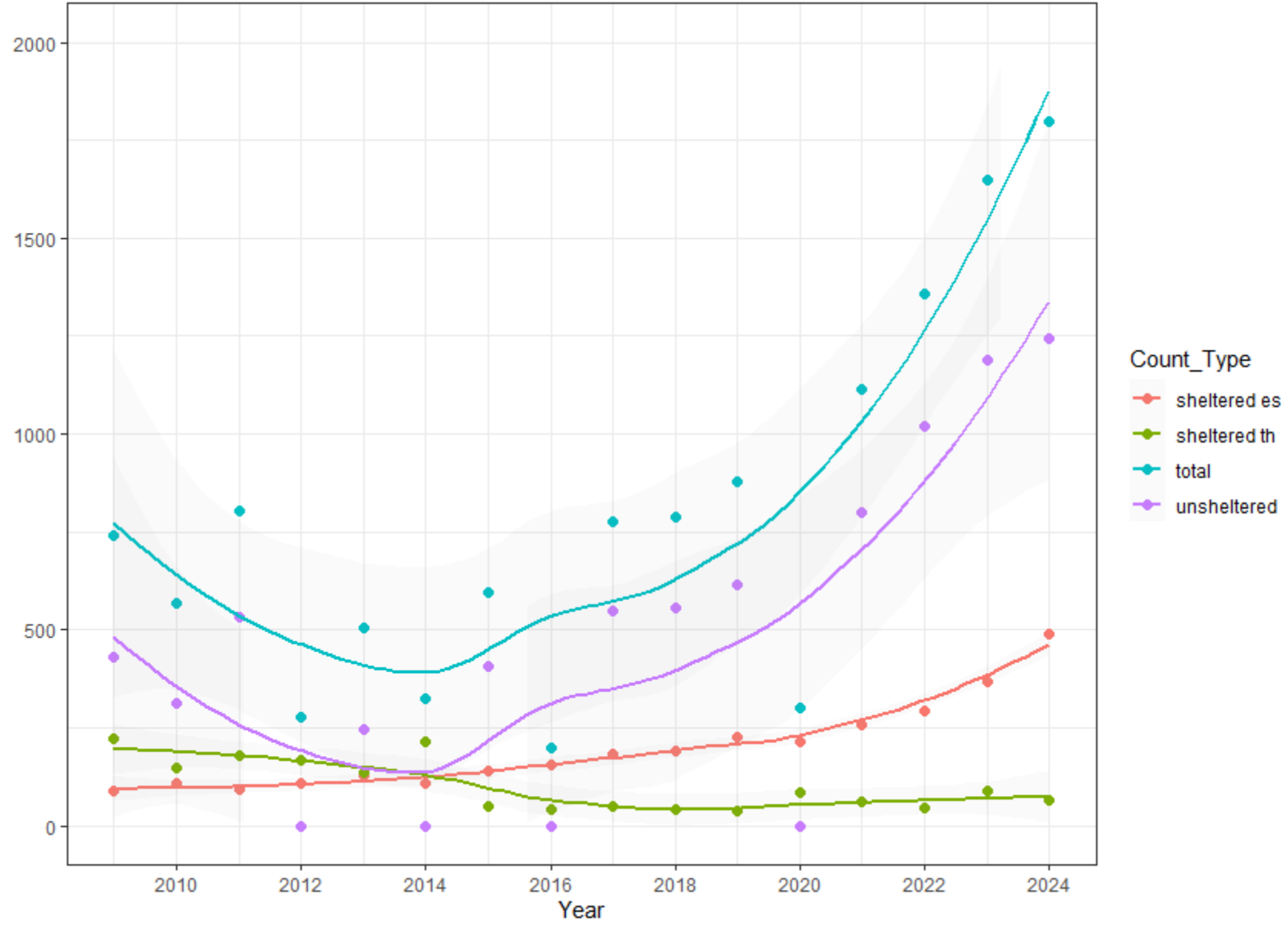
Count Type Definition

- Sheltered
 - Emergency Shelter (ES) – staying in a temporary shelter meant for short term housing
 - Transitional Housing (TH) – initial term of 1 month and up to 24 months with supportive services
- Unsheltered – Living in a place not meant for habitation including outdoors, abandoned buildings, vehicle, or RVs without hookups

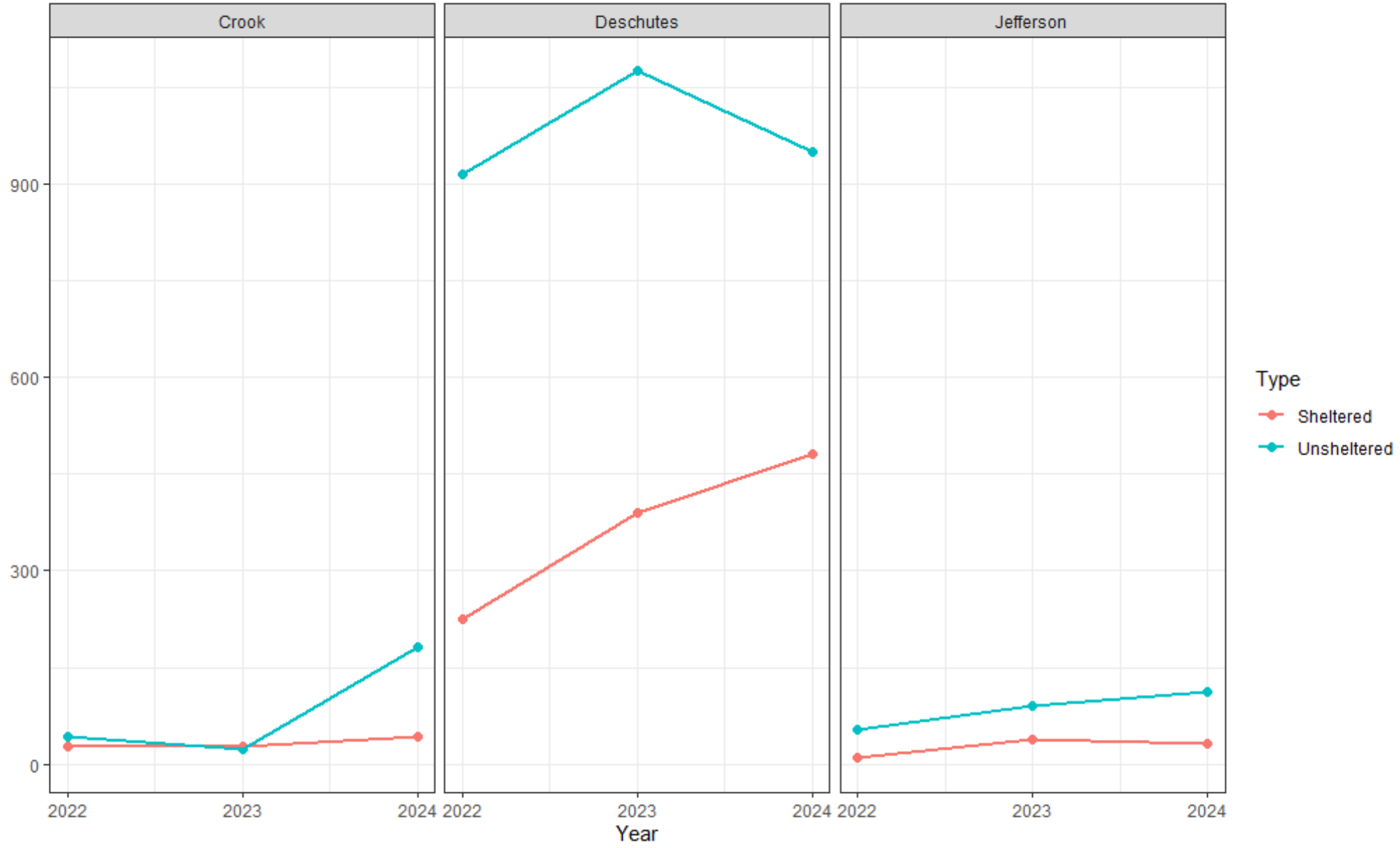
OR-503 PIT Count by Year

Year	Sheltered ES	Sheltered TH	Unsheltered	Total
2009	87	223	432	742
2010	108	148	313	569
2011	93	177	532	802
2012	107	169	0	276
2013	126	135	245	506
2014	107	216	0	323
2015	138	51	405	594
2016	156	41	0	197
2017	181	49	548	778
2018	191	41	555	787
2019	227	39	614	880
2020	216	83	0	299
2021	257	61	798	1116
2022	294	45	1020	1359
2023	368	90	1189	1647
2024	489	66	1244	1799

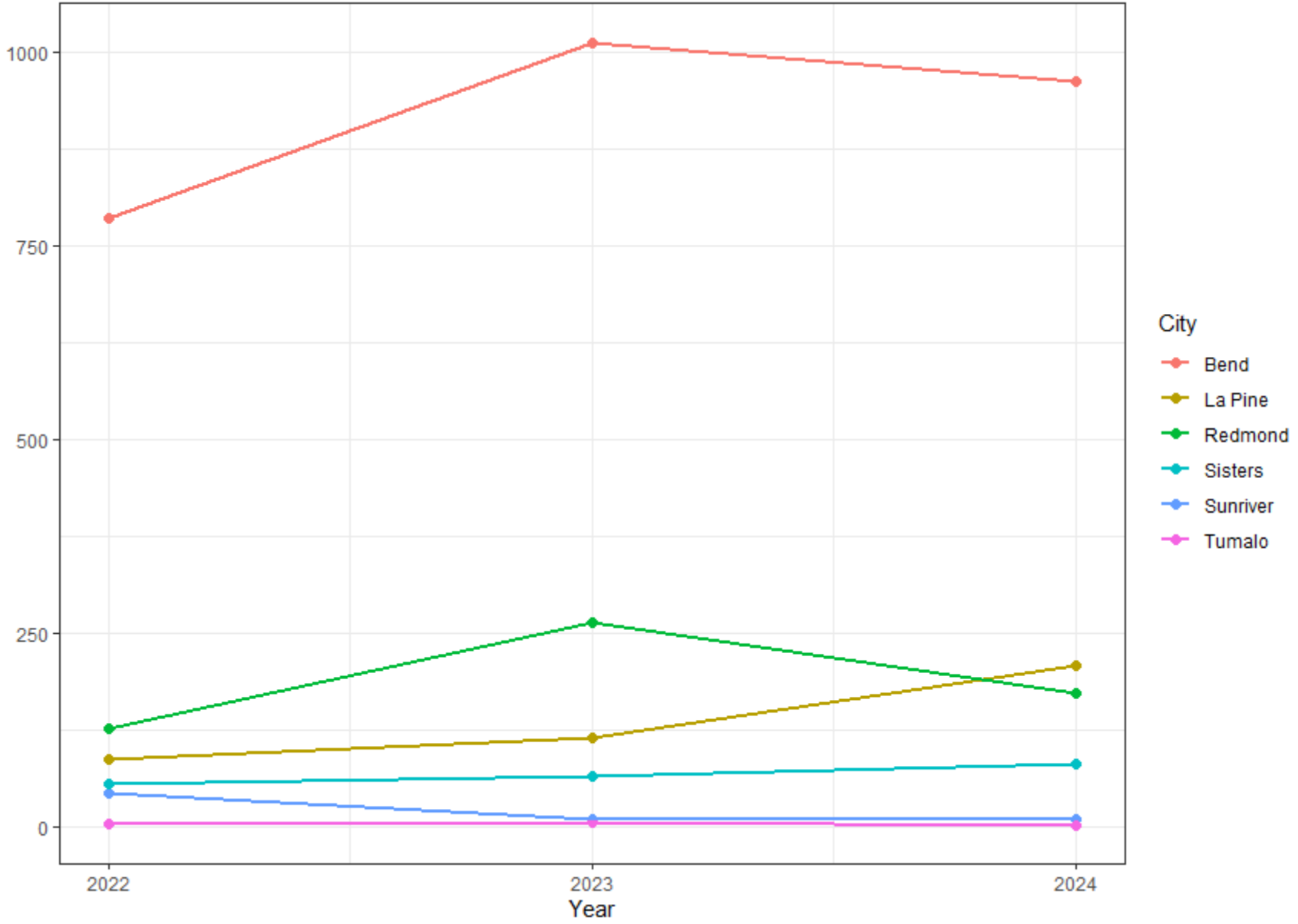
PIT Counts by Year and Count Type - Smoothed Trend Line



PIT Count by County and Year



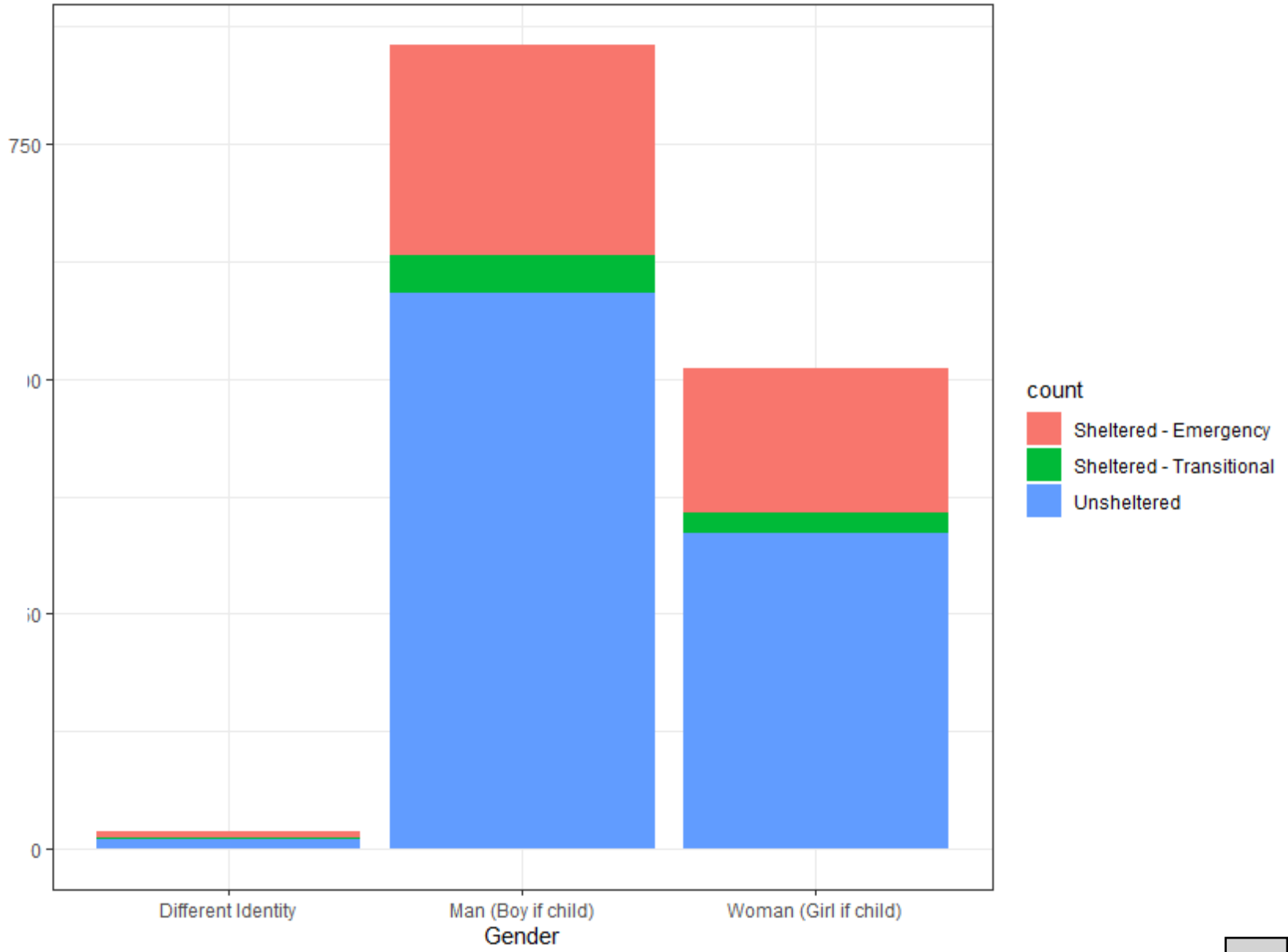
PIT Count by City and Year



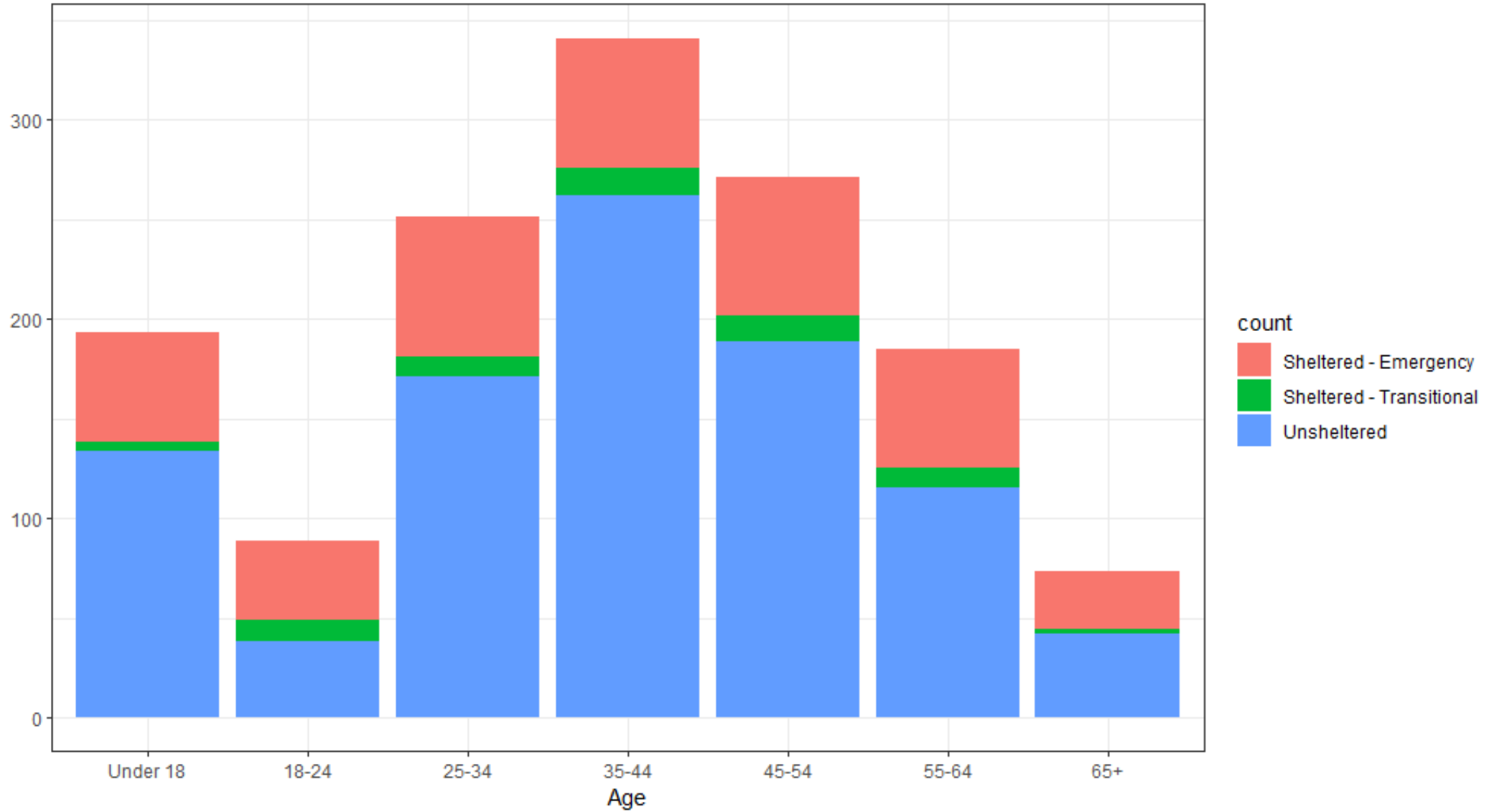
Gender Distribution

Characteristic	Deschutes, N = 1,432 ¹
gender	
Different Identity	19 (1.4%)
Man (Boy if child)	855 (62%)
Woman (Girl if child)	512 (37%)
Unknown	46

¹ n (%)



Age Distribution



Characteristic Deschutes, N = 1,432¹

agegroup

Under 18	193 (14%)
18-24	89 (6.3%)
25-34	251 (18%)
35-44	341 (24%)
45-54	271 (19%)
55-64	185 (13%)
65+	73 (5.2%)
Unknown	29

¹
n (%)

Age Group	N	PIT Count	Deschutes ACS
Under 18	193	13.76%	18.70%
18-24	1137	81.04%	59.90%
65+	73	5.20%	21.40%

Deschutes 2018-2022 ACS 5-Year:

<https://www.census.gov/quickfacts/fact/table/deschutescountyoregon,US/RHI525222#RHI525222>

Race	N	PIT	Deschutes ACS
American Indian, Alaska Native, or Indigenous	34	2.85%	1.10%
Asian or Asian American	3	0.25%	1.40%
Black, African American, or African	18	1.51%	0.60%
Hispanic/Latina/e/o*	113	9.48%	8.80%
Multi-Racial**	77	6.46%	3.10%
Native Hawaiian or Pacific Islander	5	0.42%	0.20%
White	976	81.88%	93.50%

* Hispanic/Latina/e/o PIT Count includes those who indicated only Hispanic and Multiracial & Hispanic

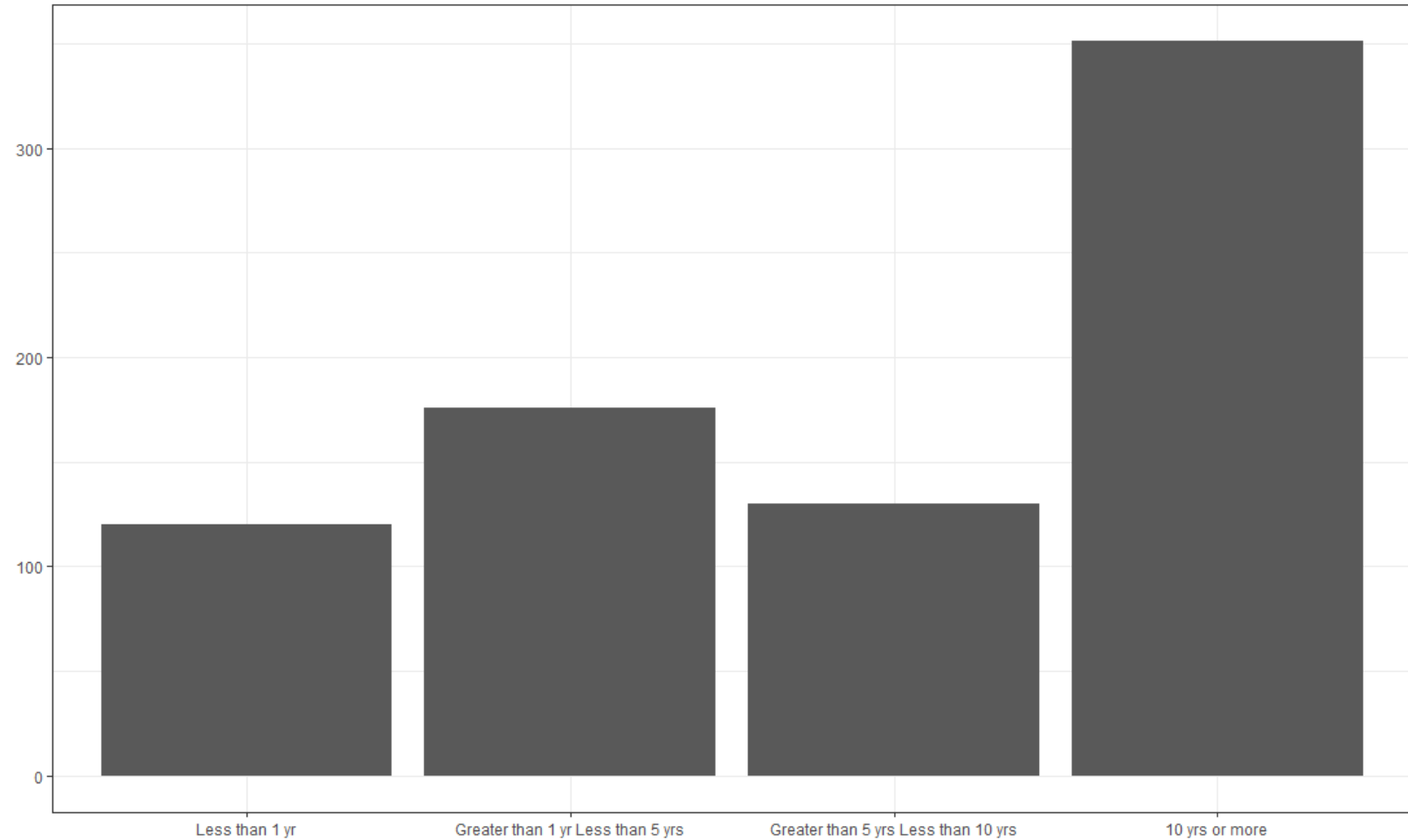
** Multi-Racial PIT Count includes those who indicated Multi-Racial & Hispanic and Multi-Racial & Non-Hispanic

PIT percentages calculated on 1,192 of 1,432 with race data available.

Deschutes 2018-2022 ACS 5-Year: <https://www.census.gov/quickfacts/fact/table/deschutescountyoregon,US/RHI525222#RHI525222>

How long have you lived in Central Oregon?

Time in Central Oregon



Characteristic **Deschutes, N = 1,432¹**

livedinco

Less than 1 yr 120 (15%)

Greater than 1 yr Less than 5 yrs 176 (23%)

Greater than 5 yrs Less than 10 yrs 130 (17%)

10 yrs or more 351 (45%)

Unknown 655

¹ n (%)

Deschutes County – Top Causes of Homelessness

Reason	Number	Percent
Unemployment	181	12.6%
Couldn't Afford Rent	112	7.8%
Fleeing DV	73	5.1%
Kicked Out	69	4.8%
Eviction	67	4.7%

Questions?



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Request to reopen the record on the matter concerning a commercial activity in conjunction with farm use (Lava Terrace Cellars) in the Multiple Use Agricultural Zone

RECOMMENDED MOTION:

Move approval of Order 2024-019, reopening the record for Appeal No. 247-22-000018-A through August 7, 2024 at 4 p.m.

Or

No action. In this case, Board deliberations for the proposal will be scheduled at the earliest available time.

BACKGROUND AND POLICY IMPLICATIONS:

On April 10, 2024, the Board held a public hearing on an appeal of the Hearings Officer's approval of applicant's application for a commercial activity in conjunction with farm use (winery) in the MUA-10 zone, file numbers 247-22-000464-CU, 466-SP and 24-018-A. The Board received testimony from the applicant, the appellant, and members of the community. An open record of 7-7-7 was granted after the public hearing, as follows:

- New Evidence & Testimony Phase – until Wednesday, April 17th at 4pm
- Rebuttal Phase – until Wednesday, April 24th at 4 pm
- Final Argument Phase (Applicant Only) – until Wednesday, May 1st at 4pm

On Tuesday, May 21, 2024, Planning Division staff received a request from the applicant that the record be reopened to accept additional evidence from the applicant and appellant. The Board, as the hearings body, has discretion and authority to reopen the record either upon request or on its own initiative under DCC 22.24.160(A). The Board further has discretion and authority to choose between granting a continuance or leaving the record open under DCC 22.24.140(B).

Should the Board decide to exercise its discretion and authority to reopen the record, the

applicant requests that the Board consider including the following schedule in its Order:

- Reopen the record at the Board’s May 29, 2024 public meeting;
- Allow the record to remain open through July 31, 2024 for submission of written testimony and evidence by the parties; and
- Schedule Board deliberations for a date certain within a reasonable time after the record closes.

The applicant’s request to reopen the record is included as Attachment A.

Deschutes County Code (DCC) Section 22.24.160(A) provides the Hearings Body (Board) authority to reopen the record at its own discretion, either upon request or on its own initiative, when the applicant has agreed to an extension of, or waived, the 150-day clock. Staff notes that the applicant waived the 150-day clock on September 15, 2023. The request is consistent with this criterion.

Deschutes County Code (DCC) Section 22.24.160(B)(1) provides the Hearings Body (Board) discretion and authority to reopen the record for either oral or written testimony. Staff notes that because DCC Section 22.24.140(B) requires the Board to make a choice between granting a continuance or leaving the record open, and because there is no provision in the Code for the Board to hold an additional hearing, it would be difficult for the Board to accept oral testimony during the open record period. Therefore, staff suggests that the Board consider granting the applicant’s request to reopen the record for written testimony only, which is consistent with this criterion.

Deschutes County Code (DCC) Section 22.24.160(B)(2) requires written notice to parties that the record is reopened. Parties are then allowed the opportunity to raise new issues that relate to the new evidence, testimony or criteria for decision-making that apply to the matter at issue. Staff will provide this notice at the direction of the Board if the Board grants the request to reopen the record.

Staff recommends that the duration of the reopened record period be limited from May 29, 2024, to August 7, 2024. At the end of any reopened record period, any party may request, or the Board may decide on its own initiative, to reopen the record again pursuant to DCC 22.24.160(A).

The draft Board Order (2024-019) is included as Attachment B.

BUDGET IMPACTS:

None

ATTENDANCE:

Nathaniel Miller, Associate Planner

May 21, 2024

VIA EMAIL - Nathaniel.Miller@deschutes.org

Deschutes County Board of Commissioners
c/o Nathaniel Miller
Associate Planner
Deschutes County Community Development
117 NW Lafayette Ave
Bend, Oregon 97708

**Re: Lava Terrace Cellars, LLC
Appeal of Land Use File 247-22-000464-CU, 247-24-000018-A**

Dear Chair Adair and Commissioner DeBone:

On behalf of Applicant Lava Terrace Cellars, LLC (“Lava Terrace” or “Applicant”), we respectfully request that the Board of County Commissioners (“Board”) delay deliberations and re-open the record for Appeal File. No 247-24-000018-A to allow for the introduction of additional evidence related to the appeal issues.

Specifically, we propose the following schedule for your consideration:

- Reopen the record at May 29, 2024 meeting for new evidence related to the appeal issues (allowing Applicant and Appellant opportunity to submit evidence);
- Allow open record period through July 31, 2024;
- Hold a hearing on the new evidence on August 7, 2024;
- Grant a second 7-7-7 period following the August 7, 2024 hearing; and
- Schedule deliberations and final decision for date certain after Labor Day.

We maintain that reopening the record to allow for additional evidence, particularly new evidence related to Lava Terrace’s ongoing work on its site plan, right-of-way boundaries, and survey results, will provide for a better record and offer additional evidence to support resolving the pending appeal issues.

DWT.COM

Anchorage | Bellevue | Los Angeles | New York
Portland | San Francisco | Seattle | Washington, D.C.
4889-2724-5760v.1 0116943-000001

May 21, 2024
Page 2

Thank you for your consideration.

Respectfully truly yours,

Davis Wright Tremaine LLP

A handwritten signature in blue ink that reads "Elaine R. Albrich". The signature is written in a cursive style with a long, sweeping underline.

Elaine R. Albrich

cc: Duane and Dina Barker
Phil Henderson

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Reopening the Record for File Nos. *
247-22-000464-CU, 466-SP, 24-018-A * ORDER NO. 2024-019
*

WHEREAS, the Board of County Commissioners ("Board") is the hearings body for a Land Use Action Hearing on Appeal from the Hearings Officer (ref. Appeal No. 247-24-000018-A) ("Appeal") pursuant to Deschutes County Code ("DCC") Chapter 22.32; and

WHEREAS, on April 10, 2024, the Board held a public hearing on the Appeal, at the conclusion of which the Board closed the public hearing and allowed an open record period that concluded on May 1, 2024;

WHEREAS, DCC 22.24.160(A) grants the Board discretion and authority to reopen the record either upon request or upon its own initiative;

WHEREAS, DCC 22.24.140(B) grants the Board discretion and authority to choose between granting a continuance or leaving the record open.

WHEREAS, on May 21, 2024, the applicant submitted a request to reopen the record to allow for submission of additional evidence; and

WHEREAS, the Board finds it is necessary to reopen the record to afford all parties sufficient time to respond to the issues raised during the public hearing of April 10, 2024; now, therefore,

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

Section 1. Pursuant to DCC 22.24.140(B) and DCC 22.24.160(A), the record of the Appeal shall be reopened to accept new evidence and testimony for a period of time concluding on August 7, 2024 at 4:00 PM.

Section 2. Staff shall give written notice to all parties that the record is reopened as established in this Order.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DeBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Amendment to the agreement with the City of Bend regarding the use of ARPA funds for the Homeless Solutions Partnership project

RECOMMENDED MOTION:

Move to authorize the County Administrator to sign Document No. 2024-442, an amendment to the agreement with the City of Bend for the Homeless Solutions Partnership project.

BACKGROUND AND POLICY IMPLICATIONS:

In 2022, the Board of Commissioners awarded the City of Bend \$1.5 million in American Rescue Plan Act (ARPA) funds in support of the Homeless Solutions Partnership project. Of those funds, \$750,000 were specified for operations of the Franklin Avenue shelter.

Because the Franklin shelter is fully funded through the next fiscal year, the City of Bend is requesting a revision to the agreement to allow these funds to be used for general shelter operations rather than specifically the Franklin Avenue shelter. This change would allow these funds to be used to support other shelter facilities such as the Navigation Center.

BUDGET IMPACTS:

None—the Board appropriated these ARPA funds in 2022.

ATTENDANCE:

Laura Skundrick, Management Analyst

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2024-442
AMENDING DESCHUTES COUNTY CONTRACT NO. 2022-175**

THAT CERTAIN AGREEMENT, Deschutes County Grant Agreement No. 2022-175 dated November 17, 2022, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and City of Bend ("Grantee"), as previously amended on May 4, 2023 (Agreement No. 2023-396) and later amended on October 4, 2023, (Agreement No. 2023-845) is hereby further amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the agreement, as previously amended, remain the same and in full force.

City certifies 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.

County acknowledges that the Franklin Avenue Shelter (formerly Rainbow Motel) has been fully funded through the next fiscal year and now wishes to allow Grantee to use up to \$750,000 previously allocated to the Franklin Avenue Shelter to support other shelter facilities, including the Navigation Center.

The above listed agreement is now further amended as follows:

The \$750,000 previously specified in Agreement No. 2023-845 to be used for operations of the Franklin Avenue Shelter may be used to support Grantee's general shelter operations.

GRANTEE: CITY OF BEND

Authorized Signature

Dated this _____ of _____, 20__.

COUNTY:

Nick Lelack, County Administrator

Dated this _____ of _____, 20__



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Update on the possible use of County-owned property on Fort Thompson Lane for a recreational campground

BACKGROUND AND POLICY IMPLICATIONS:

In 2023, the County contracted with ECONorthwest to conduct a Camping Feasibility Study. The focus of the study was to determine the feasibility of recreation-focused developments in three areas located within Deschutes County, including County-owned land at Fort Thompson Lane. Developments analyzed included private or public recreational campgrounds along with support amenities and infrastructure.

The Board directed staff to explore the potential for campground development of the Fort Thompson Lane property, including possible grant opportunities from the Oregon State Parks County Opportunity Grant Program (COGP). Staff has researched land use review processes and potential next steps for campground opportunities on this property.

The attached memo summarizes applicable law, outlines a potential land use review process, and provides an overview of the COGP funding opportunity.

RECOMMENDED MOTION:

There is no recommended motion. This item is brought forward for consideration by the Board. Potential options include, but are not limited to:

1. Begin the land use review process for a public campground on the Fort Thompson Lane property.
2. Consider exploring a County-wide park master plan process.
3. Direct staff to pursue the COGP funding opportunity.

ATTENDANCE:

Will Groves, Planning Manager
Stephanie Marshall, Senior Assistant Legal Counsel
Jen Patterson, Strategic Initiatives Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners
FROM: Jen Patterson, Management Analyst
Will Groves, Planning Manager
DATE: May 29, 2024
SUBJECT: Fort Thompson Lane Property: Potential for Campground Development

I. Introduction and Background

The Board of County Commissioners has directed staff to explore the potential for campground development of the Fort Thompson Lane property. Prior staff efforts were directed towards exploring grant opportunities including the Oregon State Parks County Opportunity Grant Program (COGP). The COGP funding opportunity is expected to open late summer 2024. Staff have been researching the land use review process and potential next steps forward for campground development on the property. Prior presentations to the Board on this topic included:

Camping Feasibility Study Update: The County contracted with ECONorthwest to conduct a Camping Feasibility Study, which included the Fort Thompson Lane property just north of Bend as one of three areas evaluated for potential development of private or public RV parks and campgrounds. The study was finalized and presented to the Board on November 13, 2023.

Camping Feasibility Study - BOCC Retreat 2024: During a Board of County Commissioners retreat, the Camping Feasibility Study was discussed. At this retreat, the commissioners were looking for guidance on what steps to take forward from the Feasibility Study. Staff was directed to engage with the City of La Pine to look at campground development opportunities at the County-owned Drafter Road property.

Camping Grant Opportunity Update: On March 6, 2024, staff identified potential grant funding opportunities to the Board, including the State's County Opportunity Grant Program (COGP) administered by the Oregon Parks and Recreation Department to fund qualified projects for Oregon counties, including acquisition, development, rehabilitation, and planning of public camping facilities.

In this memorandum, staff summarizes applicable regulations and caselaw, outlines a potential land use review process, reviews the challenges of using the park master planning process, and provides an overview of potential grant funding opportunities for development of a public park campground at the Fort Thompson Property.

II. Applicable Law

ORS 215.283(2) sets out various uses that are permitted in an EFU zone subject to county approval. Subsection (2)(d) allows the County to approve “Parks and playgrounds,” and further specifies that “[a] public park may be established consistent with the provisions of ORS 195.120.” In turn, ORS 195.120 provides that the LCDC shall adopt administrative rules and necessary goal amendments to provide for a number of specified uses in state and local parks. These rules have been adopted in OAR Chapter 660-034.

ORS 195.120(4) specifies that a local government shall not be required to adopt an exception from a land use planning goal protecting agriculture or forestry resources to authorize a use in a state or a local park that is identified in a LCDC rule promulgated under ORS 195.120(2).

OAR 660-034-0010(8) defines a “local park” as “a public area intended for open space and outdoor recreation use that is owned and managed by a city, county, regional government, or park district and that is designated as a public park in the applicable comprehensive plan and zoning ordinance.”

Under OAR 660-033-0130(19) (minimum standards applicable to the schedule of permitted and conditional uses on agricultural lands), **private** campgrounds on Exclusive Farm Use zoned land are subject to significant limitations. They are prohibited on high-value farmland, must be located at least 3 miles from a UGB (unless on a lake/reservoir), and cannot include intensively developed uses like swimming pools, tennis courts, retail stores or gas stations. Separate sewer, water, and electric hookups to individual campsites are also prohibited.

Under the administrative rules adopted by LCDC to implement ORS 195.120, governing public parks, OAR 660-034-0035 and -0040 are more permissive regarding **public** park campgrounds on exclusive farm use (EFU) lands. Note however, that OAR 660-034-0035 governs state parks, while OAR 660-034-0040 governs local parks, but references some of the uses listed in -0035.¹

Certain types of public park campground development may be permitted on resource lands without taking an exception to Goal 3 or Goal 4 (forest lands). However, higher intensity campground development requires a robust and complicated park master planning process preceding a public park campground application on resource lands in order to avoid taking a goal exception; public park campground development beyond that which is considered in a master planning process and adopted local park master plan would require a goal exception. Oregon Administrative Rules do not specify which higher-intensity public park campground uses would require a request to take a Goal 3 exception or to first engage in a robust and extensive local park master planning process prior to submitting an application for a public park campground on EFU-zoned land.

The intersection between ORS 215.283(2)(d), ORS 195.120(4) and LCDC’s regulations on agricultural lands (OAR 660-033-130(19)) and public park campgrounds (ORS 660-034-0035 and -0040) is murky.

¹ OAR 660-034-0035 provides for two additional types of uses in state parks than are allowed in local parks under OAR 660-034-0040.

Notwithstanding the direction in ORS 195.120(4) that local governments “shall not be required to adopt an exception” to allow uses authorized by LCDC in state or local parks, LCDC chose to allow some uses in state parks that in fact do require an exception to Goals 3 or 4. Rather unhelpfully, the rule does not specify which of the uses listed in OAR 660-034-0035(2) require a goal exception in the absence of a state parks master plan.

Two LUBA cases, summarized below, provide some guidance on how a public park campground may be permitted on EFU land without a Goal 3 exception and without having to have a local park master plan in place.

Linn County Farm Bureau v. Linn County I (LUBA 2010-006) (LCFB I)

LUBA considered whether the county’s approval of a conditional use permit for a proposed public park required exceptions to Goals 3, 11 (public facilities and services) and/or 14 (urbanization) where the county had not adopted a master park plan. LUBA determined that while the private campground restrictions in OAR 660-033-130(19) don’t directly apply to public campgrounds, they provide relevant context for determining which public campground uses are intensive enough to require a Goal 3 exception per OAR 660-034-0040, and/or would implicate Goal 14, necessitating an exception.

LUBA observed, “In our view, OAR 660-034-0040(4) is not ambiguous with respect to whether “some of the uses listed in OAR 660-034-0035(2)(a) to (g)” require an exception in local parks, in the absence of a local master park plans. There is no other way to read the rule other than to provide that “some” of the listed uses require an exception. **However, the rule is profoundly ambiguous regarding which listed uses require an exception in the absence of a local master park plan, and which do not.**” (emphasis added).

LUBA held that consideration of the agricultural land policies, particularly Policy 3, suggested that the more “urban” and service-intensive proposed park development is, the more likely it is to be inconsistent with Goal 3. It ruled that the county erred in not applying for goal exceptions for the proposed public campground that: (1) provide full sewer, water, electric hookups to individual RV sites, (2) include a camp store, and (3) include an enclosed 1200 sq ft “clubhouses” for all-season group use. LUBA stated that these intensive amenities pushed the proposed public park campground toward the “urban end of the scale” and required Goal 3 exceptions in the absence of a local park master plan. The county was directed to either remove from the proposal the camp store, clubhouses and full hookups to individual RV campsites, or take exceptions to Goal 3 for those aspects of the proposed park.

Notably, LUBA found a caretaker dwelling and administrative offices did not require a Goal 3 exception, as it determined such uses are necessary for campground operations. This campground did not involve park model RVs, and had a 7-day stay limit, so LUBA found it would not function as a dense residential or quasi-residential use that would otherwise implicate Goal 14.

Linn County Farm Bureau v. Linn County II (LUBA 2011-001) (LCFB II)

This LUBA decision followed the remand to the County in LCFB I. On remand, the county eliminated sewer hookups and proposed central restrooms and RV dump stations from its proposal. It retained water and electric hookups to individual sites. In the subsequent appeal, LUBA found central dump stations significantly reduce infrastructure compared to individual septic hookups, and water/electric connections to sites are not much more intensive than centralized facilities for those services. Therefore, it determined no Goal 3 exception was required.

The case establishes that public park campgrounds can provide RV dump stations and individual water/electric without a Goal 3 exception, even if less intensive designs are possible, but individual sewer hookups likely still require an exception absent a master park plan. LUBA again acknowledged the lack of clear guidance in the rules on this issue.

The final approval included:

- 50 RV campsites (reduced from the originally proposed 196 sites)
- Central restrooms
- Central RV dump stations
- Water hookups to individual campsites
- Electric hookups to individual campsites
- No sewer hookups to individual sites (eliminated from original proposal)
- No camp store (eliminated from original proposal)
- No clubhouses (eliminated from original proposal)
- 110-acre day use area with picnic shelters, restrooms, trails, etc.
- On-site wells for water supply, connected to a community water system
- On-site septic system capable of handling up to 25,000 gallons per day
- Caretaker dwelling for a full-time park ranger
- Administrative office, shop, equipment storage building
- RV stays limited to no more than 7 days (condition imposed in the original approval)

Staff understands these two decisions may be interpreted to establish a “safe harbor” of public park campground development that could be approved without a goal exception or public park master planning process.

III. Review Process

Should the Board want to develop a public park campground at Fort Thompson without first engaging in a park master planning process, the land use review would require several steps.

- 1) Legislative update of the Comprehensive Plan to designate specific property as public park, without changing the zoning or plan designation of that property.
- 2) This update could also include new supporting goals and policies describing the County’s overall approach to public parks and campgrounds(Optional) Legislative Updates to modernize and

streamline the existing campground regulations in DCC Title 18, maintaining consistency with statute and rule.

- 3) Quasi-Judicial conditional use and site plan review of the campground/park proposal.

IV. Potential Challenges

Proposals such as public parks and campgrounds often are a cause of concern for immediate neighbors, who typically raise issues relating to noise, traffic, visual impacts, change in neighborhood character, impact on property values, and potential for trespass. Staff has already received concerned outreach from neighbors regarding this property. Careful project design can often minimize or mitigate some of these impacts. In addition, prior projects involving Goal 3, Goal 14, Oregon statues and regulations have been of interest to advocacy organizations and state agencies.

V. Park Master Planning

This memorandum does not explore in detail the opportunities and challenges for a public park campground developed under a master planning process. Should the Board wish to explore the park master planning process, staff can provide a more detailed presentation at a future meeting. A brief summary is provided, for reference, below.

Based on the Oregon Administrative Rules (OARs) in Chapter 736, Division 18, the state park master planning process in Oregon is extensive, time-consuming, and involves significant public input and compliance with restrictive rules.

The purpose of state park master plans is to plan for protection and public enjoyment of park resources. The process provides a forum for public and agency participation. (OAR 736-018-0010). The key elements of master planning for parks include:

1. The master planning process involves numerous steps, including resource assessments, suitability determinations, recreational needs evaluations, issues identification, steering committee formation, multiple public meetings, goal formulation, preliminary development proposals, impact assessments, and compatibility reviews. (OAR 736-018-0015)
2. Master plan decisions must be consistent with a long list of criteria covering resource protection, recreational opportunities, resource management, scenic values, local land use compatibility, and more. The rules require consultation with various agencies and groups for each criterion. (OAR 736-018-0020)
3. The process mandates formation of a steering committee with representatives from local governments, neighborhood groups, resource advocates, recreation interests, and others. Multiple committee meetings are required. (OAR 736-018-0015(6))
4. At least two public meetings must be held for the preliminary proposal, one near the park and one in a location encouraging broad participation, with 21-day comment periods. Similar meetings and a 30-day comment period are required for the draft plan. (OAR 736-018-0015(8) and (18))
5. The draft plan must be presented at a public Commission meeting before initiating rulemaking to adopt the plan. (OAR 736-018-0015(20))

- 6. Local government coordination involves participation on the steering committee, multiple hearing notices, comment periods, and potential plan amendments and adoption. Dispute resolution provisions add further time. (OAR 736-018-0028 and 736-018-0030)
- 7. Specific siting criteria, development standards, monitoring requirements, and impact restrictions apply to many traditional park uses. (OAR 736-018-0020 and 736-018-0025)

In summary, the required robust public involvement and resource protection outlined in the state park master planning rules entails numerous time-intensive steps, mandates extensive public and agency input, and involves restrictive, detailed approval criteria. Collectively, these factors make the park master planning process quite cumbersome and lengthy.

VI. Grant Funding

The State has a County Opportunity Grant Program (COGP) administered by the Oregon Parks and Recreation Department to fund qualified projects for Oregon counties. Projects include:

- Acquisition – Acquiring property for public camping facilities
- Development – Developing new campgrounds and/or support facilities
- Rehabilitation – Rehabilitating grounds or structures to meet ADA requirements
- Planning – Planning for future development of overnight camping facilities, including park master plans

Match criteria: 50% County match.

The grant opportunity is funded on an annual basis. The 2025 grant cycle is expected to open on August 1, 2024, with applications due October 1, 2024.

After consulting with the grant administrator and other experts in the field, if the Board would like staff to proceed with this grant application, staff recommends pursuing this grant opportunity to develop a site plan and pro forma. However, staff recommends first addressing the potential challenges of land use review outlined in this memo prior to pursuing funding.

VI. Next steps

Staff is available for Board questions or to receive further direction in this matter.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Board consideration of whether to hear an appeal of a Hearings Officer decision concerning a psilocybin service center within Juniper Preserve destination resort

RECOMMENDED MOTION:

Move approval of Order 2024-018 approving review of Hearings Officer's Decision in File Nos. 247-23-000614-CU, 247-23-000615-SP: ***must specify limited de novo or de novo.***

Or

Move approval of Order 2024-018 denying review of Hearings Officer's Decision in File Nos. 247-23-000614-CU, 247-23-000615-SP.

BACKGROUND AND POLICY IMPLICATIONS:

Staff will provide background to the Board for consideration of whether to hear an appeal of a Hearings Officer's decision for a psilocybin service center within Juniper Preserve (formerly Pronghorn) destination resort. A public hearing was held before the Deschutes County Hearings Officer on March 12, 2024, and a Hearings Officer decision denying the applications was mailed on April 29, 2024. On May 10, 2024, the applicant appealed the Hearings Officer's decision.

BUDGET IMPACTS:

None.

ATTENDANCE:

Audrey Stuart, Associate Planner



MEMORANDUM

TO: Board of County Commissioners
FROM: Audrey Stuart, Associate Planner
DATE: May 22, 2024
RE: An appeal of a Hearings Officer’s decision denying a psilocybin service center; Land use file nos. 247-23-000614-CU, 247-23-000615-SP.

On May 29, 2024, the Board of County Commissioners (“Board”) will consider hearing an appeal of the Hearings Officer’s decision denying a Conditional Use Permit and Site Plan Review to establish a psilocybin service center.

I. PROCEDURAL HISTORY

A public hearing before a Hearings Officer was held on March 12, 2024. The Hearings Officer issued a decision denying the subject applications on April 29, 2024. The applicant filed a timely appeal of the Hearings Officer’s decision on May 10, 2024.

II. PROPOSAL

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

A Hearings Officer decision denying the applications was mailed on April 29, 2024, and the Hearings Officer’s denial was based on the following criteria:

- DCC 18.116.030(F)(1), relating to the screening of the parking lot.
• DCC 18.116.030(F)(7), relating to clearance areas for service drives.
• DCC 18.124.060(G), relating to the screening of the parking lot.

- DCC 18.128.015(A)(2), relating to the suitability of the site based on the adequacy of transportation access.

The applicant appealed this Hearings Officer's decision on the basis that the parking area is effectively screened and buffered, there are competing provisions in Deschutes County Code regarding clear vision areas, the Hearings Officer went beyond the scope of their review by ruling on a Bureau of Land Management (BLM) access easement, and the Hearings Officer incorrectly interpreted the BLM access easement.

III. PUBLIC COMMENTS

Staff received 153 comments in advance of the March 12th hearing, and these comments included those both in support of and in opposition to the subject applications. Key issues raised by those in opposition included:

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

Key issues raised in support included:

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

IV. BOARD OPTIONS

There are two Orders attached to this memo; one to hear the appeal and one to decline to hear the appeal. In determining whether to hear an appeal, the Board may consider only:

1. The record developed before the Hearings Officer;
2. The notice of appeal; and
3. Recommendation of staff¹

In addition, if the Board decides to hear the appeal, it may consider providing time limits for public testimony. The applicant has requested the Board conduct a limited *de novo* review of the appeal pursuant to DCC 22.32.027(B)(4). If the Board decides to hear the appeal, they may decide upon a review on the record, a *de novo* review or a limited *de novo* review, where deliberations are limited to specific issue areas.

Reasons not to hear

¹ Deschutes County Code 22.32.035(D)

Members of the public were notified of the subject application through a mailed Notice of Application, posted land use sign, mailed Notice of Public Hearing, project webpage, and posting in the Bend Bulletin. All parties were given the opportunity to provide evidence and testimony. The Hearings Officer decision provided a thorough analysis and could be supported, as the record exists today, on appeal to the Land Use Board of Appeals (LUBA).

Reasons to hear

A significant number of public comments and testimony were received. Over 150 written comments were submitted, and 36 members of the public signed in at the Hearings Officer hearing. Holding a hearing before the Board would allow additional opportunities for public testimony and allow the Board to respond to concerns raised in public comments.

The Board may want to take testimony and make interpretations relating to the Hearings Officer’s decision. The Board may also want to reinforce or refute some or all of the decision findings/interpretations prior to LUBA review. The appeal issues are primarily related to local Code provisions and are not an interpretation of state statute. Therefore, the Board is likely to be given deference on how to interpret these Code provisions if the subject applications are appealed to LUBA.

If the Board decides the Hearings Officer’s decision shall be the final decision of the county, then the Board shall not hear the appeal and the party appealing may continue the appeal as provided by law. The decision on the land use application and associated appeal becomes final upon the mailing of the Board’s decision to decline review.

V. STAFF RECOMMENDATION

Staff is amenable to whichever option the Board chooses, and notes there is enough time on the 150-day land use clock to conduct a public hearing before the Board.

VI. 150-DAY LAND USE CLOCK

The 150th day on which the County must take final action on this application is October 31, 2024.²

VII. RECORD

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

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

Attachments:

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

² In the Notice of Intent to Appeal the applicant requested to toll the clock from May 10, 2024, to August 30, 2024, which is a period of 112 days. Prior to this toll the 150-day clock was set to expire on July 11, 2024.

2. Draft Board Order Accepting *De Novo* Review of the Hearings Officer's Decision.
3. Draft Board Order Accepting Limited *De Novo* Review of the Hearings Officer's Decision.
4. Draft Board Order Declining Review of the Hearings Officer's Decision.

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

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

HEARING DATE: March 12, 2024

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

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

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

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

HEARINGS OFFICER: Tommy A. Brooks

SUMMARY OF DECISION: This Decision DENIES the Application.

I. STANDARDS AND CRITERIA

- Deschutes County Code (DCC)
 - Title 18, Deschutes County Zoning Ordinance
 - Chapter 18.16, Exclusive Farm Use Zones (EFU)
 - Chapter 18.113, Destination Resorts Zone (DR)
 - Chapter 18.116, Supplementary Provisions
 - Chapter 18.124, Site Plan Review
 - Chapter 18.128, Conditional Use
 - Title 22, Deschutes County Development Procedures Ordinance

- Conceptual Master Plan (CMP) for the Pronghorn Destination Resort
- Final Master Plan (FMP) for the Pronghorn Destination Resort

II. BACKGROUND AND PROCEDURAL FINDINGS

A. Request and Nature of Proceeding

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

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

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

B. Application, Notices, Hearing

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

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

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

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

C. Review Period

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

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

D. Staff Report

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

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

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

* * *

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

E. Record Issues

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

III. SUBSTANTIVE FINDINGS AND CONCLUSIONS

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

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

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

B. DCC Chapter 18.113, Destination Resorts Zone – DR

1. DCC 18.113.020, Applicability

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

2. DCC 18.113.025, Application to Existing Resorts

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

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

3. DCC 18.113.030, Uses in Destination Resorts

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

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

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

4. DCC 18.113.040, Application Submission

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

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

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

Compliance with FMP

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

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

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

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

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

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

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

6. DCC 18.113.060, Standards for Destination Resorts

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

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

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

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

C. DCC Chapter 18.116, Supplementary Provisions

1. DCC 18.116.020, Clear Vision Areas

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

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

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

2. DCC 18.116.030, Off street Parking and Loading

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. DCC 18.116.031, Bicycle Parking

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

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

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

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

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

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

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

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

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

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

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

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

D. DCC Chapter 18.124, Site Plan Review

1. DCC 18.124.030, Approval Required.

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

2. DCC 18.124.060, Approval Criteria.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. DCC 18.124.070, Required Minimum Standards

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

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

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

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

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

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

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

E. DCC Chapter 18.128, Conditional Use

1. DCC 18.128.010, Operation

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

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

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

2. DCC 18.128.015, General Standards Governing Conditional Uses

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

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

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

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

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

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

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

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

Adequacy of Transportation Access to the Site

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

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

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

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

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

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

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

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

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

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

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

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

* * *

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* * *

IV. CONCLUSION

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

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

The Application is therefore DENIED.

Dated this 26th day of April 2024.



Tommy A. Brooks
Deschutes County Hearings Officer

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings *
Officer’s Decision in File Nos. 247-23- * ORDER NO. 2024-018
000614-CU, 247-23-000615-SP.

WHEREAS, on April 29, 2024, the Hearings Officer denied File Nos. 247-23-000614-CU, 247-23-000615-SP; and

WHEREAS, on May 10, 2024, Juniper Institute LLC, the Appellant, appealed (Appeal No. 247-24-000292-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-23-000614-CU, 247-23-000615-SP; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now therefore,

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

Section 1. That it will hear on appeal Appeal No. 247-24-000292-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record

05/29/2024 Item #15.

developed before the lower hearings body for File Nos. 247-23-000614-CU, 615-SP as at the following website:

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

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board’s official repository for the record in this matter.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

ORDER NO. 2024-018

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REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Accepting Review of Hearings *
Officer’s Decision in File Nos. 247-23- * ORDER NO. 2024-018
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WHEREAS, on April 29, 2024, the Hearings Officer denied File Nos. 247-23-000614-CU, 247-23-000615-SP; and

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WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officer’s decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now therefore,

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

Section 1. That it will hear on appeal Appeal No. 247-24-000292-A pursuant to Title 22 of the DCC and other applicable provisions of the County land use ordinances.

Section 2. The appeal shall be heard limited *de novo*.

Section 3. Staff shall set a hearing date and cause notice to be given to all persons or parties entitled to notice pursuant to DCC 22.24.030 and DCC 22.32.030.

Section 4. Pursuant to Section 22.32.024, the Board waives the requirement that the appellants provide a complete transcript for the appeal hearing.

Section 5. Pursuant to DCC 22.32.035(D), to date the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record

developed before the lower hearings body for File Nos. 247-23-000614-CU, 615-SP as at the following website:

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

Going forward, all documents further placed before, and not rejected by, the Board shall be added to the aforementioned website, and that website shall be the Board’s official repository for the record in this matter.

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Denying Review of Hearings *
Officer’s Decision in File Nos. 247-23- * ORDER NO. 2024-018
000614-CU, 247-23-000615-SP.

WHEREAS, on April 29, 2024, the Hearings Officer denied File Nos. 247-23-000614-CU, 247-23-000615-SP; and

WHEREAS, on May 10, 2024, Juniper Institute LLC, the Appellant, appealed (Appeal No. 247-24-000292-A) the Deschutes County Hearings Officer’s Decision on File Nos. 247-23-000614-CU, 247-23-000615-SP; and

WHEREAS, Sections 22.32.027 and 22.32.035 of the Deschutes County Code (“DCC”) allow the Deschutes County Board of County Commissioners (“Board”) discretion on whether to hear appeals of Hearings Officers’ decisions; and

WHEREAS, the Board has given due consideration as to whether to review this application on appeal; now, therefore,

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

Section 1. That it will not hear on appeal Appeal No. 247-24-000292-A pursuant to Title 22 of the DCC and/or other applicable provisions of the County land use ordinances.

Section 2. Pursuant to DCC 22.32.015, the County shall refund any portion of the appeal fee not yet spent processing the subject application. If the matter is further appealed to the Land Use Board of Appeals and the County is required to prepare a transcript of the hearing before the Hearings Officer, the refund shall be further reduced by an amount equal to the cost incurred by the County to prepare such a transcript.

Section 3. Pursuant to DCC 22.32.035(D), the only documents placed before and considered by the Board are the notice of appeal, recommendations of staff, and the record developed before the lower hearing body for File Nos. 247-23-000614-CU, 247-23-000615-SP as presented at the following website:

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

DATED this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Department Performance Measures Updates for FY '24 Q3

BACKGROUND AND POLICY IMPLICATIONS:

Four departments have been selected to provide updates on progress made during FY '24 Q3 on selected performance measures that falls under the County Goals and Objectives of **Resilient County and Housing Stability**

Community Development

Objective: Resilient County – Update County land use plans and policies to promote livability, economic opportunity, disaster preparedness, and a healthy environment

Performance Measure: Amend County Code to implement SB 391 – Rural ADUs

Value/Target: True

Q3 Update: True

Fair & Expo

Objective: Resilient County – Manage County assets and enhance partnerships that grow and sustain businesses, tourism, and recreation

Performance Measure: Provide a safe, modern event that attracts visitors from across the nation/world annually

Value/Target: True

Q3 Update: Fair & Expo continues to invest in the Fair & Expo facility to provide a safe and modern venue to all visitors. A current HVAC project is in progress, coupled with Grant funding will be close to a Net 0 project for the County. Recent investments include the completion of LED lighting upgrades throughout the campus, interior/restroom renovations in Middle/South Sister, and the beginning of a facility wide wireless network installation in partnership with IT.

Property Management

Objective: Housing Stability and Supply – Expand opportunities for residential development on appropriate County-owned properties

Performance Measure: Facilitate sale of Newberry Neighborhood Quadrant 2d; evaluate and monitor market conditions for potential disposition of Quadrant 2a; facilitate sale of Simpson Avenue property in Bend.

Target: True

Q3 Update: On February 8, 2024, City of La Pine issued the Notice of Administrative Land Use Decision approving the partition plat for 5.02-acres. It's anticipated the transaction with Habitat for Humanity of La Pine Sunriver will close early Q4.

Road

Objective: Resilient County – Maintain a safe, efficient and economically sustainable transportation system

Performance Measure: Achieve 96% of roads rated good or better (Pavement Condition Index above 70).

Target: 96%

Q3 Update: 98.6%, Per Pavement Management Report, Capital Asset and Pavement Services.

Objective: Resilient County – Maintain a safe, efficient and economically sustainable transportation system

Performance Measure: Sustain Pavement Condition Index (low 80s).

Target: 82

Q3 Update: 85, Per Pavement Management Report, Capital Asset and Pavement Services.

BUDGET IMPACTS:

None

ATTENDANCE:

- Jen Patterson, Strategic Initiatives Manager
- Will Groves, Planning Manager
- Geoff Hinds, Fair & Expo Director
- Kristie Bollinger, Property Manager
- Chris Doty, Road Director



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Treasury Report for April 2024

ATTENDANCE:
Bill Kuhn, County Treasurer



MEMORANDUM

DATE: May 29, 2024
TO: Board of County Commissioners
FROM: Bill Kuhn, Treasurer
SUBJECT: Treasury Report for April 2024

Following is the unaudited monthly treasury report for fiscal year to date (YTD) as of April 30, 2024.

Treasury and Investments

- The portfolio balance at the end of April was \$326.2 million, a decrease of \$1.6 million from March and an increase of \$32.7 million from last year (April 2023).
- Net investment income for April was \$906K, approximately \$12K less than last month and \$383K greater than March 2023. YTD earnings of \$7,588,233 are \$3,424,015 more than the YTD earnings last year.
- All portfolio category balances are within policy limits.
- The LGIP interest rate has remained at 5.20% during the month of April. Benchmark returns for 24-month treasuries were up 13 basis points and 36-month treasuries are up 23 basis point from the prior month.
- The average portfolio yield is 3.43%, which was down slightly over last month’s average of 3.41%.
- The portfolio weighted average time to maturity is 0.96 years, no change from the prior month.

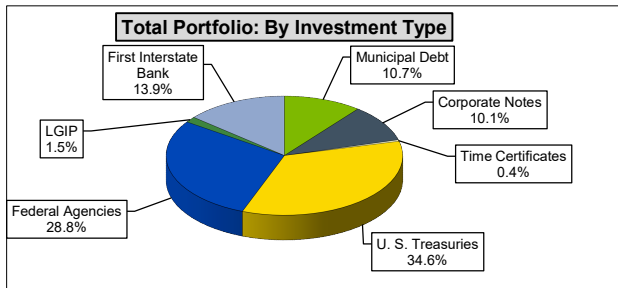
Deschutes County

Total Investment Portfolio As Of 4/30/2024



Portfolio Breakdown: Par Value by Investment Type		
Municipal Debt	\$ 34,855,000	10.7%
Corporate Notes	32,821,000	10.1%
Time Certificates	1,245,000	0.4%
U.S. Treasuries	113,000,000	34.6%
Federal Agencies	93,900,000	28.8%
LGIP	5,018,757	1.5%
First Interstate (Book Balance)	45,381,603	13.9%
Total Investments	\$ 326,221,361	100.0%

Investment Income		
	Apr-24	Y-T-D
Total Investment Income	\$ 911,408	\$ 7,638,233
Less Fee: \$5,000 per month	(5,000)	(50,000)
Investment Income - Net	\$ 906,408	\$ 7,588,233
Prior Year Comparison	Apr-23	\$ 4,164,218



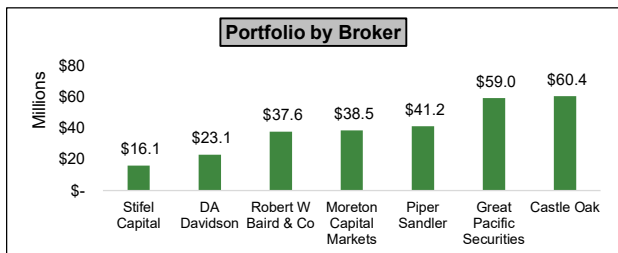
Category Maximums:	
U.S. Treasuries	100%
LGIP (\$59,847,000)	100%
Federal Agencies	100%
Banker's Acceptances	25%
Time Certificates	50%
Municipal Debt	25%
Corporate Debt	25%

Yield Percentages		
	Current Month	Prior Month
FIB/ LGIP	5.20%	5.20%
Investments	3.10%	3.09%
Average	3.43%	3.41%

Maturity (Years)	
Max	Weighted Average
2.96	0.96

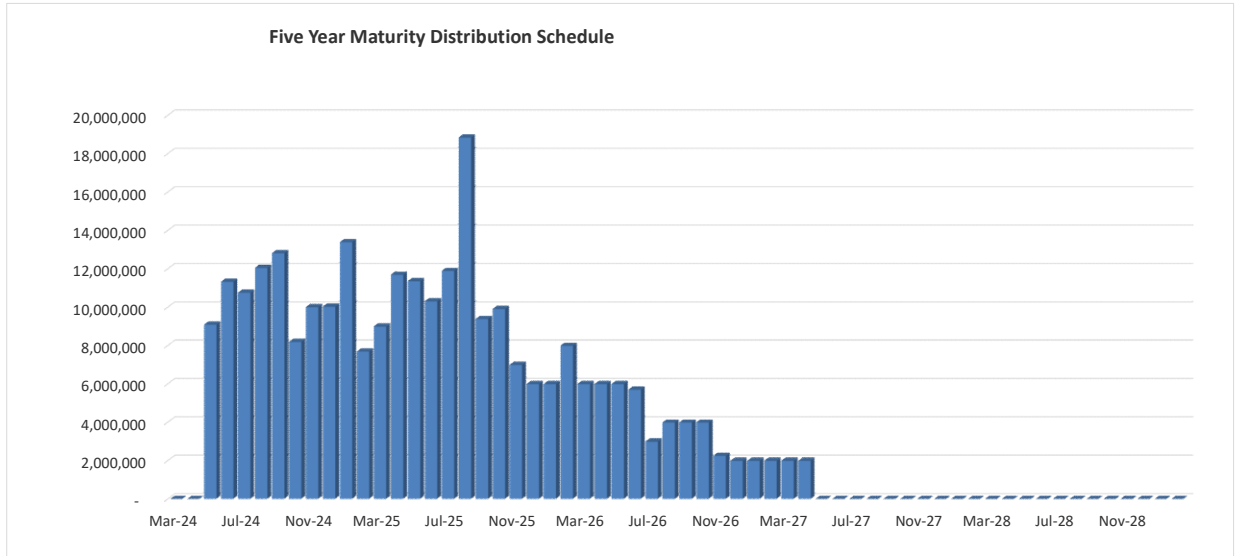
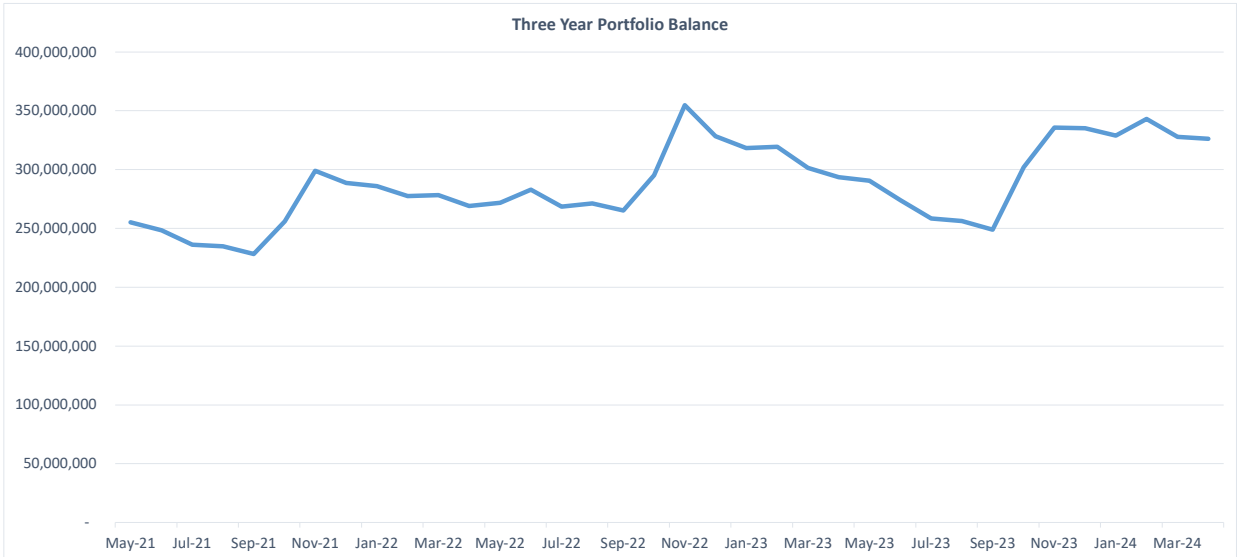
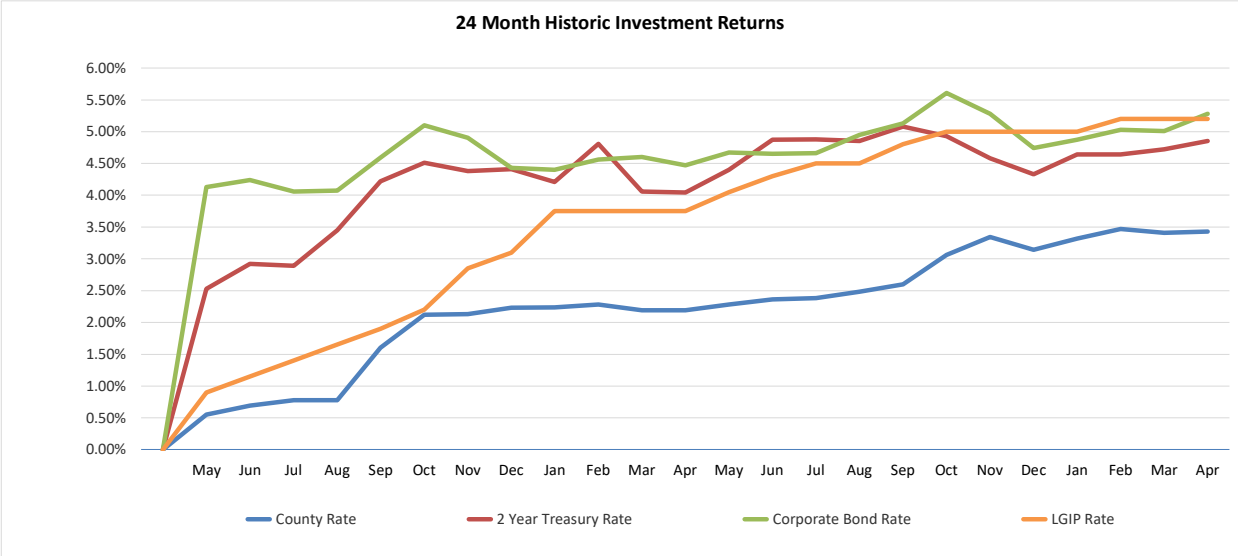
Benchmarks		
24 Month Treasury	4.85%	4.64%
LGIP Rate	5.20%	5.20%
36 Month Treasury	4.66%	4.43%

Term	Minimum	Actual
0 to 30 Days	10%	18.2%
Under 1 Year	25%	54.3%
Under 5 Years	100%	100.0%



Other	Policy	Actual
Corp Issuer	5%	1.7%
Callable	25%	13.3%
Weighted Ave.	AA2	AA1

Investment Activity	
Purchases in Month	\$ 4,000,000
Sales/Redemptions in Month	\$ 7,350,000



Deschutes County Investments
Portfolio Management
Portfolio Details - Investments
April 30, 2024

Inv #	Inv Type	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings		Coupon Rate	YTM 365	Par Value	Market Value	Book Value	Call Date
								Moodys	S&P/Fitch						
10844	BCD	05580AB78	BMW	GPAC	7/30/2021	7/30/2024	90			0.55	0.55	249,000	246,017	249,000	- -
10847	BCD	38149MXG3	GOLDMAN SACHS	GPAC	7/28/2021	7/29/2024	89			0.55	0.55	249,000	246,056	249,000	- -
10848	BCD	795451AA1	SALLIE MAE	GPAC	7/21/2021	7/22/2024	82			0.55	0.55	249,000	246,232	249,000	- -
10849	BCD	89235MLF6	TOYOTA FINANCIAL SGS BANK	GPAC	8/5/2021	8/5/2024	96			0.55	0.55	249,000	245,824	249,000	- -
10850	NCB	90348JR85	UBS BANK USA	GPAC	8/11/2021	8/12/2024	103			0.55	0.536214	249,000	245,642	249,000	- -
10988	FAC	3130H0AV5	Federal Agriculture Mtg Corp	MORETN	12/12/2023	10/1/2025	518			2.55	4.87	2,000,000	1,929,605	1,937,734	- -
11024	FAC	31424WHG0	Federal Agriculture Mtg Corp	PS	4/29/2024	4/16/2027	1080			4.8	4.80237	2,000,000	1,991,623	1,995,369	- -
10763	FAC	3133EL3P7	Federal Farm Credit Bank	R W B	8/12/2020	8/12/2025	468	Aaa	AA+	0.53	0.53	3,000,000	2,827,371	3,000,000	- -
10764	FAC	3133EL3H5	Federal Farm Credit Bank	MORETN	8/12/2020	8/12/2025	468	Aaa	AA+	0.57	0.57	3,000,000	2,828,837	3,000,000	- -
10783	FAC	3133EMCN0	Federal Farm Credit Bank	CASTLE	10/16/2020	10/15/2024	167	Aaa	AA+	0.4	0.4401721	2,000,000	1,954,184	1,999,638	- -
10820	FAC	3133EMLP5	Federal Farm Credit Bank	PS	12/30/2020	12/23/2024	236	Aaa	AA+	0.32	0.3199988	2,000,000	1,937,570	2,000,000	- -
10828	FAC	3133EMNK4	Federal Farm Credit Bank	DA DAV	1/22/2021	7/22/2024	82	Aaa	AA+	0.31	0.31	2,000,000	1,976,870	2,000,000	- -
10842	FAC	3133EMT51	Federal Farm Credit Bank	R W B	7/19/2021	7/19/2024	79	Aaa	AA+	0.42	0.4283959	1,000,000	989,085	999,982	- -
10916	FAC	3133ENP79	Federal Farm Credit Bank	CASTLE	9/26/2022	9/26/2024	148	Aaa	AA+	4.25	4.2542149	2,000,000	1,990,369	1,999,968	- -
10926	FAC	3133ENS68	Federal Farm Credit Bank	R W B	10/20/2022	10/17/2024	169	Aaa	AA+	4.62	4.7128512	2,000,000	1,990,563	1,999,190	- -
10927	FAC	3133ENPG9	Federal Farm Credit Bank	MORETN	10/25/2022	2/14/2025	289	Aaa	AA+	1.75	4.5602179	1,700,000	1,652,573	1,664,715	- -
10954	FAC	3133ENG20	Federal Farm Credit Bank	CASTLE	11/30/2022	8/15/2024	106	Aaa	AA+	3.3	4.6146501	2,000,000	1,987,393	1,992,760	- -
10971	FAC	3133EPPR0	Federal Farm Credit Bank	GPAC	11/17/2023	4/10/2026	709	Aaa	AA+	4.625	4.7710002	2,000,000	1,982,385	1,994,630	- -
10975	FAC	3133EPPR0	Federal Farm Credit Bank	GPAC	11/22/2023	4/10/2026	709	Aaa	AA+	4.625	4.8109999	2,000,000	1,982,385	1,993,172	- -
10985	FAC	3133EPC37	Federal Farm Credit Bank	PS	12/8/2023	11/13/2025	561	Aaa	AA+	4.875	4.6404797	1,000,000	995,438	1,003,376	- -
10987	FAC	3133EHVV1	Federal Farm Credit Bank	PS	12/12/2023	9/1/2026	853	Aaa	AA+	2.4	4.5888622	2,000,000	1,883,164	1,904,932	- -
11006	FAC	3133EPL37	Federal Farm Credit Bank	R W B	12/19/2023	12/8/2025	586	Aaa	AA+	4.625	4.4981889	2,000,000	1,983,047	2,003,825	- -
10932	FAC	3130ATN52	Federal Home Loan Bank	DA DAV	10/27/2022	10/27/2025	544	Aaa	AA+	5	5.0181605	1,855,000	1,848,287	1,854,540	7/27/2024
10937	FAC	3130AK5E2	Federal Home Loan Bank	R W B	11/18/2022	9/4/2025	491	Aaa	AA+	0.375	4.2631353	2,000,000	1,877,640	1,902,613	- -
10947	FAC	3130ASR92	Federal Home Loan Bank	MORETN	11/30/2022	5/16/2025	380	Aaa	AA+	4	5.139245	2,000,000	1,971,599	1,987,683	- -
10964	FAC	3130AWKM1	Federal Home Loan Bank	R W B	11/16/2023	12/12/2025	590	Aaa	AA+	4.75	4.9490002	2,000,000	1,986,536	1,993,925	- -
10972	FAC	3130AXB31	Federal Home Loan Bank	R W B	11/17/2023	3/13/2026	681	Aaa	AA+	4.875	4.78	2,000,000	1,991,679	2,003,233	- -
10976	FAC	3130ALAJ3	Federal Home Loan Bank	PS	11/22/2023	8/25/2026	846	Aaa	AA+	0.7	4.9650109	2,000,000	1,805,897	1,817,410	5/25/2024
10984	FAC	3130AWLY4	Federal Home Loan Bank	PS	12/8/2023	6/13/2025	408	Aaa	AA+	5.125	4.8004048	2,145,000	2,142,541	2,152,405	- -
11005	FAC	3130ALSW5	Federal Home Loan Bank	R W B	12/19/2023	3/13/2026	681	Aaa	AA+	0.875	4.3881228	2,000,000	1,850,547	1,876,332	- -
11023	FAC	3130AL5A8	Federal Home Loan Bank	STIFEL	3/21/2024	2/26/2027	1031	Aaa	AA+	0.9	4.5716846	2,000,000	1,776,581	1,808,256	5/26/2024
11025	FAC	3130AVBC5	Federal Home Loan Bank	PS	4/29/2024	3/12/2027	1045	Aaa	AA+	4.5	4.8741805	2,000,000	1,976,153	1,980,119	- -
10766	FAC	3134GWND4	Federal Home Loan Mtg Corp	CASTLE	8/14/2020	8/12/2025	468	Aaa		0.6	0.6101786	2,000,000	1,884,030	1,999,744	5/12/2024
10775	FAC	3134GWF84	Federal Home Loan Mtg Corp	CASTLE	9/9/2020	9/9/2024	131	Aaa		0.48	0.48	1,000,000	982,228	1,000,000	6/9/2024
10791	FAC	3134GW3W4	Federal Home Loan Mtg Corp	CASTLE	10/30/2020	10/28/2024	180	Aaa		0.41	0.4163167	2,000,000	1,952,411	1,999,938	7/28/2024
10792	FAC	3134GW5Q5	Federal Home Loan Mtg Corp	CASTLE	10/30/2020	1/29/2025	273	Aaa		0.45	0.4523943	2,500,000	2,412,240	2,499,956	7/29/2024
10799	FAC	3134GW7F7	Federal Home Loan Mtg Corp	CASTLE	11/18/2020	11/18/2024	201	Aaa		0.375	0.375	2,000,000	1,946,444	2,000,000	- -
10821	FAC	3134GXXK9	Federal Home Loan Mtg Corp	R W B	1/15/2021	1/15/2025	259	Aaa		0.35	0	2,000,000	1,932,070	2,000,000	7/15/2024
10905	FAC	3134GWZV1	Federal Home Loan Mtg Corp	CASTLE	7/8/2022	10/22/2025	539	Aaa		0.65	3.2000087	2,000,000	1,872,690	1,929,129	- -
10939	FAC	3134GY4P4	Federal Home Loan Mtg Corp	MORETN	11/30/2022	11/26/2025	574	Aaa	AA+	5.3	5.3002699	2,000,000	1,994,856	2,000,000	5/26/2024
10944	FAC	3137EAEX3	Federal Home Loan Mtg Corp	MORETN	11/18/2022	9/23/2025	510	Aaa	AA+	0.375	4.2702845	2,000,000	1,871,901	1,898,718	- -
10955	FAC	3137EAU9	Federal Home Loan Mtg Corp	CASTLE	11/30/2022	7/21/2025	446	Aaa	AA+	0.375	4.3133499	2,000,000	1,887,324	1,910,118	- -
10762	FAC	3136G4E74	Federal National Mtg Assn	CASTLE	7/31/2020	1/29/2025	273	Aaa	AA+	0.57	0.5699999	1,400,000	1,352,042	1,400,000	7/29/2024
10765	FAC	3136G4N74	Federal National Mtg Assn	MORETN	8/21/2020	8/21/2025	477	Aaa	AA+	0.56	0.56	3,000,000	2,826,988	3,000,000	5/21/2024
10767	FAC	3136G4L84	Federal National Mtg Assn	CASTLE	8/18/2020	8/18/2025	474	Aaa	AA+	0.57	0.5901227	2,000,000	1,885,622	1,999,486	5/18/2024
10770	FAC	3136G4X24	Federal National Mtg Assn	PS	8/28/2020	8/29/2025	485	Aaa	AA+	0.6	0.6000006	1,000,000	941,888	1,000,000	8/29/2024
10772	FAC	3136G4N74	Federal National Mtg Assn	R W B	8/27/2020	8/21/2025	477	Aaa	AA+	0.56	0.5650922	1,000,000	942,329	999,935	5/21/2024
10773	FAC	3136G4X24	Federal National Mtg Assn	CASTLE	8/28/2020	8/29/2025	485	Aaa	AA+	0.6	0.6000006	1,000,000	941,888	1,000,000	8/29/2024
10774	FAC	3136G4N74	Federal National Mtg Assn	R W B	9/3/2020	8/21/2025	477	Aaa	AA+	0.56	0.5599951	2,000,000	1,884,659	2,000,000	5/21/2024
10793	FAC	3135GA2N0	Federal National Mtg Assn	R W B	11/4/2020	11/4/2025	552	Aaa	AA+	0.55	0.55	2,000,000	1,867,032	2,000,000	11/4/2024
10796	FAC	3135G0G3	Federal National Mtg Assn	CASTLE	11/12/2020	11/7/2025	555	Aaa	AA+	0.5	0.5729346	2,000,000	1,864,991	1,997,822	- -
10952	FAC	3135G03U5	Federal National Mtg Assn	R W B	11/30/2022	4/22/2025	356	Aaa	AA+	0.625	4.4293463	2,000,000	1,913,384	1,930,517	- -
10989	AFD	313384E88	Federal Home Loan Bank	CASTLE	12/12/2023	9/6/2024	128	Aaa	AA+	5.0049997	5.3003332	2,000,000	1,962,948	1,964,409	- -
11013	AFD	313384N70	Federal Home Loan Bank	DA DAV	2/27/2024	11/8/2024	191	Aaa	AA+	4.9599996	5.24580879	1,300,000	1,264,675	1,265,790	- -
10902	TRC	91282CER8	U.S. Treasury	GPAC	6/28/2022	5/31/2024	30	Aaa		2.5	3.0809126	2,000,000	1,995,154	1,999,080	- -
10904	TRC	91282CEH0	U.S. Treasury	MORETN	7/8/2022	4/15/2025	349	Aaa	AA+	2.625	3.0804476	2,000,000	1,951,348	1,991,702	- -
10920	TRC	91282ZL7	U.S. Treasury	PS	10/3/2022	4/30/2025	364	Aaa		0.375	4.2171846	2,000,000	1,906,211	1,928,075	- -
10921	TRC	91282ZT0	U.S. Treasury	PS	10/3/2022	5/31/2025	395	Aaa		0.25	4.2325215	2,000,000	1,895,781	1,919,332	- -

Inv #	Inv Type	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings		Coupon Rate	YTM 365	Par Value	Market Value	Book Value	Call Date
								Moodys	S&P/Fitch						
10925	TRC	912828WJ5	U.S. Treasury	MORETN	10/20/2022	5/15/2024	14	Aaa		2.5	4.6315735	2,000,000	1,997,742	1,998,439	-
10929	TRC	91282CDZ1	U.S. Treasury	MORETN	10/25/2022	2/15/2025	290	Aaa		1.5	4.5042292	2,000,000	1,940,703	1,955,224	-
10934	TRC	91282CED9	U.S. Treasury	MORETN	11/4/2022	3/15/2025	318	Aaa		1.75	4.6405931	2,000,000	1,940,169	1,952,791	-
10935	TRC	91282CEU1	U.S. Treasury	MORETN	11/4/2022	6/15/2025	410	Aaa		2.875	4.6510728	2,000,000	1,948,984	1,962,832	-
10936	TRC	91282CEY3	U.S. Treasury	MORETN	11/4/2022	7/15/2025	440	Aaa		3	4.660048	2,000,000	1,948,672	1,962,760	-
10942	TRC	91282CDN8	U.S. Treasury	MORETN	11/18/2022	12/15/2024	228	Aaa		1	4.3929033	2,000,000	1,947,285	1,959,957	-
10943	TRC	91282CDZ1	U.S. Treasury	MORETN	11/18/2022	2/15/2025	290	Aaa		1.5	4.3902761	2,000,000	1,940,703	1,956,787	-
10945	TRC	9128285C0	U.S. Treasury	MORETN	11/18/2022	9/30/2025	517	Aaa		3	4.1910054	2,000,000	1,940,625	1,968,521	-
10946	TRC	91282CEY3	U.S. Treasury	MORETN	11/18/2022	7/15/2025	440	Aaa		3	4.2514798	2,000,000	1,948,672	1,971,720	-
10948	TRC	912828WJ5	U.S. Treasury	DA DAV	11/30/2022	5/15/2024	14	Aaa		2.5	4.6796779	2,000,000	1,997,742	1,998,400	-
10949	TRC	912828Y87	U.S. Treasury	GPAC	11/30/2022	7/31/2024	91	Aaa		1.75	4.6137515	2,000,000	1,982,129	1,986,400	-
10958	TRC	91282CEY3	U.S. Treasury	PS	11/30/2022	7/15/2025	440	Aaa		3	4.2943472	2,000,000	1,948,672	1,970,752	-
10959	TRC	91282CEU1	U.S. Treasury	PS	11/30/2022	6/15/2025	410	Aaa		2.875	4.2893605	2,000,000	1,948,984	1,970,204	-
10963	TRC	91282CHM6	U.S. Treasury	STIFEL	9/29/2023	7/15/2026	805	Aaa		4.5	4.8808615	3,000,000	2,967,891	2,976,560	-
10965	TRC	91282CGE5	U.S. Treasury	CASTLE	11/16/2023	1/15/2026	624	Aaa		3.875	4.838231	2,000,000	1,959,453	1,969,061	-
10966	TRC	91282CGL9	U.S. Treasury	CASTLE	11/16/2023	2/15/2026	655	Aaa		4	4.8207532	2,000,000	1,962,500	1,972,360	-
10969	TRC	91282CHB0	U.S. Treasury	PS	11/17/2023	5/15/2026	744	Aaa		3.625	4.661229	2,000,000	1,945,547	1,960,526	-
10970	TRC	91282CHU8	U.S. Treasury	GPAC	11/17/2023	8/15/2026	836	Aaa		4.375	4.6314599	2,000,000	1,972,891	1,988,984	-
10973	TRC	91282CJC6	U.S. Treasury	STIFEL	11/17/2023	10/15/2026	897	Aaa		4.625	4.5910231	2,000,000	1,984,141	2,001,480	-
10974	TRC	91282CHB0	U.S. Treasury	GPAC	11/22/2023	5/15/2026	744	Aaa		3.625	4.6699096	2,000,000	1,945,547	1,960,180	-
10977	TRC	91282CGL9	U.S. Treasury	CASTLE	11/22/2023	2/15/2026	655	Aaa		4	4.7435597	2,000,000	1,962,500	1,974,916	-
10978	TRC	91282CGR6	U.S. Treasury	CASTLE	11/22/2023	3/15/2026	683	Aaa		4.625	4.7122051	2,000,000	1,983,672	1,996,839	-
10979	TRC	91282CDZ1	U.S. Treasury	GPAC	12/8/2023	2/15/2025	290	Aaa		1.5	4.9532547	2,000,000	1,940,703	1,947,500	-
10980	TRC	91282CEY3	U.S. Treasury	GPAC	12/8/2023	7/15/2025	440	Aaa		3	4.72774	3,200,000	3,117,875	3,136,444	-
10981	TRC	91282CFK2	U.S. Treasury	GPAC	12/8/2023	9/15/2025	502	Aaa		3.5	4.6598952	1,500,000	1,466,484	1,477,269	-
10982	TRC	91282CED9	U.S. Treasury	DA DAV	12/8/2023	3/15/2025	318	Aaa		1.75	4.9003222	3,000,000	2,910,254	2,921,001	-
10983	TRC	91282CEH0	U.S. Treasury	DA DAV	12/8/2023	4/15/2025	349	Aaa	AA+	2.625	4.8500197	3,700,000	3,609,993	3,624,658	-
10986	TRC	912828XB1	U.S. Treasury	DA DAV	12/8/2023	5/15/2025	379	Aaa		2.125	4.8150714	3,200,000	3,099,938	3,114,523	-
10990	TRC	912828U3	U.S. Treasury	DA DAV	12/12/2023	8/31/2024	122	Aaa		1.875	5.2442521	2,000,000	1,976,992	1,978,253	-
10991	TRC	91282CGA3	U.S. Treasury	DA DAV	12/12/2023	12/15/2025	593	Aaa		4	4.6803125	2,000,000	1,964,453	1,979,156	-
10992	TRC	91282CGE5	U.S. Treasury	R W B	12/12/2023	1/15/2026	624	Aaa		3.875	4.6417612	2,000,000	1,959,453	1,975,275	-
10994	TRC	91282CHN4	U.S. Treasury	GPAC	12/12/2023	7/31/2025	456	Aaa		4.75	4.8393383	700,000	696,199	699,227	-
10995	TRC	912828P46	U.S. Treasury	STIFEL	12/12/2023	2/15/2026	655	Aaa		1.625	4.6184916	2,000,000	1,881,797	1,899,051	-
10996	TRC	91282CJC6	U.S. Treasury	STIFEL	12/12/2023	10/15/2026	897	Aaa		4.625	4.4580016	2,000,000	1,984,141	2,007,529	-
10997	TRC	91282CJK8	U.S. Treasury	STIFEL	12/12/2023	11/15/2026	928	Aaa		4.625	4.4510097	2,000,000	1,984,297	2,008,146	-
10998	TRC	912828R36	U.S. Treasury	CASTLE	12/19/2023	5/15/2026	744	Aaa		1.625	4.2619955	2,000,000	1,868,750	1,898,778	-
10999	TRC	91282CGV7	U.S. Treasury	CASTLE	12/19/2023	4/15/2026	714	Aaa		3.75	4.2870073	2,000,000	1,951,641	1,980,135	-
11000	TRC	91282CFP1	U.S. Treasury	CASTLE	12/19/2023	10/15/2025	532	Aaa		4.25	4.4837829	2,000,000	1,974,219	1,993,447	-
11002	TRC	91282CGL9	U.S. Treasury	GPAC	12/19/2023	2/15/2026	655	Aaa		4	4.344556	2,000,000	1,962,500	1,988,261	-
11003	TRC	912828G38	U.S. Treasury	GPAC	12/19/2023	11/15/2024	198	Aaa		2.25	4.9362782	2,000,000	1,966,992	1,971,905	-
11004	TRC	91282CGE5	U.S. Treasury	GPAC	12/19/2023	1/15/2026	624	Aaa		3.875	4.3774643	2,000,000	1,959,453	1,983,729	-
11007	TRC	91282CDN8	U.S. Treasury	STIFEL	12/19/2023	12/15/2024	228	Aaa		1	4.8731326	2,000,000	1,947,285	1,953,439	-
11014	TRC	91282CDB4	U.S. Treasury	DA DAV	2/27/2024	10/15/2024	167	Aaa		0.625	5.1804426	1,200,000	1,174,547	1,175,761	-
11018	TRC	91282CDS7	U.S. Treasury	MORETN	2/27/2024	1/15/2025	259	Aaa		1.125	5.0499998	1,500,000	1,456,670	1,459,760	-
11020	TRC	91282CDN8	U.S. Treasury	STIFEL	2/27/2024	12/15/2024	228	Aaa		1	5.1070241	1,100,000	1,071,007	1,072,749	-
11021	TRC	91282CJT9	U.S. Treasury	CASTLE	3/21/2024	1/15/2027	989	Aaa		4	4.4870257	2,000,000	1,953,438	1,975,395	-
11022	TRC	91282CJP7	U.S. Treasury	CASTLE	3/21/2024	12/15/2026	958	Aaa		4.375	4.5014721	2,000,000	1,972,500	1,993,707	-
11012	ATD	912797HH3	U.S. Treasury	CASTLE	2/27/2024	5/2/2024	1	Aaa		5.2499983	5.44849167	1,100,000	1,099,839	1,099,840	-
11015	ATD	912796Y52	U.S. Treasury	GPAC	2/27/2024	7/5/2024	65	Aaa		5.1500004	5.39358351	2,200,000	2,179,086	2,179,543	-
11016	ATD	912797KC0	U.S. Treasury	GPAC	2/27/2024	8/22/2024	113	Aaa		0	5.40994179	1,900,000	1,868,821	1,869,405	-
11017	ATD	912797KG1	U.S. Treasury	GPAC	2/27/2024	6/25/2024	55	Aaa		5.213	5.45277251	1,800,000	1,785,487	1,785,664	-
11019	ATD	912797GL5	U.S. Treasury	PS	2/27/2024	9/5/2024	127	Aaa		5.0000002	5.27381413	1,900,000	1,865,023	1,866,486	-
10806	MC1	037833DF4	Apple Inc	GPAC	12/3/2020	1/13/2025	257	Aaa	AA+	2.75	0.6389292	2,000,000	1,963,938	2,029,123	11/13/2024
10865	MC1	037833DN7	Apple Inc	GPAC	11/18/2021	9/11/2026	863	Aaa	AA+	2.05	1.4551529	2,000,000	1,861,986	2,027,025	7/11/2026
10822	MC1	12572QAG0	CME GROUP	GPAC	1/4/2021	3/15/2025	318	Aa3	AA-	3	0.6490818	2,000,000	1,959,646	2,040,390	-
10830	MC1	22546QAP2	CREDIT SUISSE NY	CASTLE	2/1/2021	9/9/2024	131	A3	A+	3.625	0.57179	2,950,000	2,926,601	2,981,651	-
10818	MC1	166764BW9	Chevron Corp	GPAC	12/28/2020	5/11/2025	375	Aa2	AA-	1.554	0.6470298	1,663,000	1,599,563	1,678,260	-
10824	MC1	166764BW9	Chevron Corp	CASTLE	1/7/2021	5/11/2025	375	Aa2	AA-	1.554	0.6175284	2,000,000	1,923,707	2,018,964	-
10817	MC1	46625HKC3	JPMorgan Chase - Corporate N	CASTLE	12/22/2020	1/23/2025	267	A1	A-	3.125	0.8061136	2,000,000	1,964,829	2,033,136	-
10826	MC1	46625HKC3	JPMorgan Chase - Corporate N	CASTLE	1/11/2021	1/23/2025	267	A1	A-	3.125	0.8272497	2,000,000	1,964,829	2,032,826	-
10864	MC1	46625HJX9	JPMorgan Chase - Corporate N	CASTLE	11/18/2021	5/13/2024	12	A1	A-	3.625	0.9770205	1,500,000	1,499,036	1,501,305	-
10797	MC1	822582CC4	ROYAL DUTCH SHELL PLC	GPAC	11/13/2020	11/7/2024	190	Aa2	A+	2	0.7055457	3,000,000	2,953,708	3,019,750	10/7/2024
10823	MC1	822582CC4	ROYAL DUTCH SHELL PLC	CASTLE	1/7/2021	11/7/2024	190	Aa2	A+	2	0.5429301	1,708,000	1,681,645	1,720,708	10/7/2024
10858	MC1	91159HHX1	US Bank	PS	10/29/2021	7/30/2024	90	A3	A	2.4	0.8420282	2,000,000	1,984,378	2,007,598	-

Inv #	Inv Type	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings		Coupon Rate	YTM 365	Par Value	Market Value	Book Value	Call Date
								Moodys	S&P/Fitch						
10814	MC1	931142DV2	WALMART	GPAC	12/17/2020	12/15/2024	228	Aa2	AA	2.65	0.570485	2,000,000	1,965,674	2,025,550	10/15/2024
10801	MC1	30231GBH4	XTO Energy Inc	GPAC	11/19/2020	3/19/2025	322	Aa2	AA-	2.992	0.813784	2,000,000	1,959,107	2,037,733	-
10816	MC1	30231GBC5	XTO Energy Inc	GPAC	12/21/2020	8/16/2024	107	Aa2	AA-	2.019	0.5432498	2,000,000	1,980,164	2,008,512	7/16/2024
10800	MC1	98459LAA1	YALE UNIVERSITY	GPAC	11/18/2020	4/15/2025	349	Aaa	AAA	0.873	0.5784436	2,000,000	1,915,920	2,005,550	-
10788	MUN	014365DS6	ALDERWOOD WA WTR & WSTWTR DIST	R W B	11/12/2020	12/1/2024	214	Aa2	AA+	1	0.6501532	935,000	911,588	936,880	-
10808	MUN	13034AL57	CALIFORNIA INFRASTRUCTURE & EC	GPAC	12/17/2020	10/1/2024	153		AAA	0.645	0.6450337	1,000,000	980,750	1,000,000	-
10930	MUN	13048VLK2	CA ST MUNI FIN AUTH REVENUE	GPAC	10/26/2022	10/1/2025	518	A1		2.148	5.0003132	2,060,000	1,968,330	1,983,441	-
10777	MUN	179093KQ1	CLACKAMAS SCHOOL DISTRICT	PS	10/1/2020	6/15/2024	45	Aa1		0.613	0.6130311	500,000	497,100	500,000	-
10807	MUN	179198JF4	CLACKAMAS SCHOOL DISTRICT	DA DAV	12/3/2020	6/15/2024	45	Aa1		0.83	0.480219	300,000	298,194	300,127	-
10871	MUN	250325UL9	DESHUTES CTY SCH DIST #1	R W B	12/7/2021	6/15/2026	775	Aa1		1.4	1.2301048	2,000,000	1,854,880	2,006,992	-
10778	MUN	4511527C0	IDAHO ST BOND BANK AUTH REVENU	PS	10/8/2020	9/15/2024	137	Aa1		5	0.6103486	1,000,000	998,100	1,016,121	-
10781	MUN	476453GS8	JEROME IDAHO SCHOOL DISTRICT	PS	10/13/2020	9/15/2024	137	Aaa		5	0.7253469	220,000	219,674	223,445	-
10840	MUN	498368EB1	KLAMATH CNTY OR SCH DIST	PS	7/1/2021	6/15/2025	410		AA+	0.86	0.8600191	400,000	380,092	400,000	-
10870	MUN	569280EX4	Salem-Keizer School District	PS	12/7/2021	6/15/2026	775	Aa1		1.438	1.2900015	2,000,000	1,846,540	2,006,082	-
10782	MUN	584288ER1	MEDFORD OR REVENUE	R W B	10/14/2020	7/15/2024	75		AA-	2	0.6503538	815,000	809,002	817,230	-
10825	MUN	625506PX2	MULTNOMAH CO-REF-TXBL	GPAC	1/21/2021	6/1/2025	396	Aaa	AAA	1	0.5000954	2,165,000	2,069,957	2,176,584	-
10815	MUN	625517MG9	MULTNOMAH COUNTY OR SCHOOLS	R W B	12/30/2020	6/15/2024	45	Aa1	AA+	2	0.4052718	2,750,000	2,738,643	2,755,335	-
10841	MUN	625517NE3	MULTNOMAH COUNTY OR SCHOOLS	CASTLE	7/15/2021	45838	425	Aa2	AA	0.95	0.6870868	1,255,000	1,193,467	1,258,782	-
10875	MUN	68587FAW4	OR EDU DIST FF&C PENSION OBLI	R W B	12/8/2021	46203	790	AA2	AA	1.104	1.3861517	250,000	229,518	248,526	-
10950	MUN	68609TWD6	OREGON STATE	GPAC	12/1/2022	45778	365	Aa1	AA+	0.895	4.7532126	500,000	479,170	483,092	-
10805	MUN	68609TZR2	Oregon State Lottery	R W B	12/1/2020	8/1/2024	92	Aa1	AA+	0.64	0.41	505,000	499,137	505,279	-
10811	MUN	68608USW7	Oregon State Lottery	R W B	12/17/2020	8/1/2024	92	Aa1	AA+	2.68	0.94	755,000	749,572	758,218	-
10874	MUN	68609TWC8	Oregon State Lottery	R W B	12/2/2021	5/1/2024	0	Aa1	AA+	0.80	0.73	500,000	500,000	500,000	-
10771	MUN	68583RCT7	OR ST COMMUNITY COLLEGE DIST	R W B	8/27/2020	6/30/2024	60	Aa1	AA+	5.66	0.60	90,000	90,024	90,737	-
10853	MUN	68583RCY6	OR ST COMMUNITY COLLEGE DIST	PS	8/31/2021	6/30/2024	60		AA	0.58	0.58	1,000,000	992,390	1,000,000	-
10863	MUN	68583RCV2	OR ST COMMUNITY COLLEGE DIST	GPAC	11/18/2021	6/30/2026	790	Aa1	AA+	5.68	1.40	210,000	212,411	228,769	-
10876	MUN	68607DVC6	ODOT HWY USER TAX REV	R W B	12/8/2021	11/15/2026	928	Aa1	AAA	0.93	1.37	260,000	234,941	257,250	-
10784	MUN	732098PE2	POMONA CALI UNI SCH DIST TAXAB	PS	10/20/2020	8/1/2024	92	Aa3		0.77	0.60	1,200,000	1,185,552	1,200,503	-
10809	MUN	736688MD1	Portland Community College	PS	12/17/2020	6/15/2024	45	Aa1		0.57	0.57	1,000,000	994,150	1,000,000	-
10845	MUN	736688MF6	Portland Community College	MORETN	7/23/2021	6/15/2026	775	Aa1		0.90	0.80	1,250,000	1,147,813	1,252,569	-
10810	MUN	73474TAB6	MORROW PORT TRANS FAC	R W B	12/14/2020	9/1/2024	123	Aa1		3.22	0.42	1,750,000	1,736,945	1,766,194	-
10951	MUN	752147HJ0	RANCHO SANTIAGO CA CMNTY CLG D	GPAC	12/1/2022	9/1/2025	488	Aa2	AA	0.73	4.63	1,895,000	1,786,530	1,803,654	-
10776	MUN	568571CZ4	SILVER FALLS SD	PS	9/17/2020	6/15/2024	45	Aa1		0.55	0.55	1,900,000	1,887,973	1,900,000	-
10831	MUN	799055QU5	SAN MATEO CA FOSTER CITY SCHO	DA DAV	2/16/2021	8/1/2025	457	Aaa	AA+	1.60	0.47	500,000	478,750	506,962	-
10786	MUN	835569GR9	SONOMA CCD	PS	10/21/2020	8/1/2024	92	Aa2	AA	2.06	0.60	1,200,000	1,189,560	1,204,326	-
10787	MUN	88675ABS4	TIGARD OR WTR SYS REVENUE	PS	11/3/2020	8/1/2025	457	Aa3	AA	2.00	0.85	350,000	336,035	354,920	-
10779	MUN	906429EE1	UNION CTY OR SCHOOL DISTRICT	PS	10/8/2020	6/15/2024	45	Aa1		0.68	0.68	490,000	487,143	490,000	-
10785	MUN	939307KV5	Washington County SD Municipal	PS	10/28/2020	6/15/2024	45	Aa1		0.59	0.58	1,500,000	1,491,195	1,500,000	-
10798	MUN	938429V61	Washington County SD Municipal	PS	11/17/2020	6/15/2025	410	Aa1	AA+	0.91	0.64	350,000	333,379	351,032	-
10078	RRP	SYS10078	Local Govt Investment Pool		7/1/2006	-	1			5.20	5.20	5,018,757	5,018,757	5,018,757	-
10084	RR2	SYS10084	First Interstate Bank		7/1/2006	-	1			5.20	5.20	9,000,000	9,000,000	9,000,000	-
10085	RR2	SYS10085	First Interstate Bank		10/13/2023	-	1			5.20	5.20	36,381,603	36,381,603	36,381,603	-
TOTALS												326,221,361	318,551,479	323,527,775	



BOARD OF
COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: May 29, 2024

SUBJECT: Finance Report for April 2024

ATTENDANCE:

Dan Emerson, Budget and Financial Planning Manager



MEMORANDUM May

DATE: 29, 2024
TO: Board of County Commissioners
FROM: Dan Emerson, Budget and Financial Planning Manager
SUBJECT: Finance Report for April 2024

Following is the unaudited monthly finance report for fiscal year to date (YTD) as of April 30, 2024.

Budget to Actuals Report

General Fund

- Revenue YTD in the General Fund is \$43.2M or 97.1% of budget. By comparison, last year revenue YTD was \$40.8M and 93.2% of budget.
Expenses YTD are \$36.6M and 79.1% of budget. By comparison, last year expenses YTD were \$35.7M and 78.7% of budget.
Beginning Fund Balance is \$14.0M or 101.1% of the budgeted \$13.8M beginning fund balance.



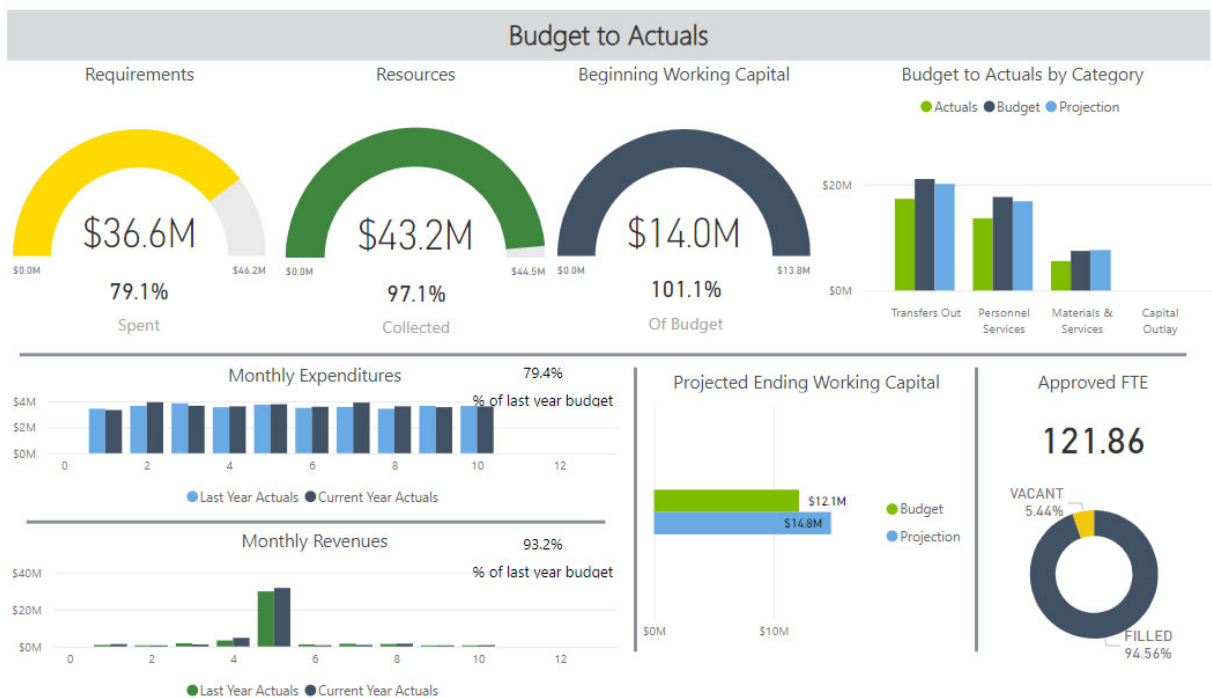
County Wide Financial Dashboard

001 - General Fund

Thru GL Period: 10 83.3% Year Complete

- Fund selection list: Select all, (Blank), 001 - General Fund, 010 - Assmt-Clerk..., 020 - Code Abate..., 030 - Community..., 040 - Court Techn..., 050 - Economic D..., 060 - General Co..., 070 - General Co..., 090 - Project Dev..., 120 - Law Library, 130 - Park Acquisi..., 132 - Park Develo...

Monthly GL Peri... 0 10
\$12.1M Contingency
(Blank) Reserves



All Major Funds

On the attached pages you will find the Budget to Actuals Report for the County's major funds with actual revenue and expense data compared to budget through April 30, 2024.

Position Control Summary

Position Control Summary FY24													July - June	
Org		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Percent Unfilled
Assessor	Filled	31.63	31.63	31.63	31.63	30.00	31.00	30.63	30.63	31.63	31.63			
	Unfilled	3.63	3.63	3.63	3.63	5.26	4.26	4.64	4.64	3.64	3.64			11.51%
Clerk	Filled	9.48	10.48	10.48	9.90	9.90	10.48	10.48	10.48	10.48	10.48			
	Unfilled	1.00	-	-	0.58	0.58	-	-	-	-	-			2.07%
BOPTA	Filled	0.52	0.52	0.10	0.10	0.10	0.52	0.52	0.52	0.52	0.52			
	Unfilled	-	-	0.42	0.42	0.42	-	-	-	-	-			24.19%
DA	Filled	57.90	58.90	58.90	59.40	59.90	59.10	59.10	58.10	59.10	58.10			
	Unfilled	3.20	2.20	2.20	1.70	1.20	2.00	2.00	3.00	2.00	3.00			3.68%
Tax	Filled	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50			
	Unfilled	-	-	-	-	-	-	-	-	-	-			0.00%
Veterans'	Filled	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	4.00	4.00			
	Unfilled	-	-	-	-	-	-	-	-	1.00	1.00			4.00%
Property Mgmt	Filled	2.00	2.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			
	Unfilled	1.00	1.00	1.00	-	-	-	-	-	-	-			10.00%
Total General Fund	Filled	113.03	115.03	114.61	115.53	114.40	115.60	115.23	114.23	115.23	114.23	-	-	
	Unfilled	8.83	6.83	7.25	6.33	7.46	6.26	6.64	7.64	6.64	7.64	-	-	5.87%
Justice Court	Filled	4.60	4.60	4.60	4.60	4.60	3.60	3.60	3.60	3.60	4.60			
	Unfilled	-	-	-	-	-	1.00	1.00	1.00	1.00	-			8.70%
Community Justice	Filled	45.00	43.00	45.00	45.00	46.00	48.00	48.00	47.00	46.00	44.00			
	Unfilled	4.00	6.00	4.00	4.00	3.00	1.00	1.00	2.00	3.00	5.00			6.73%
Sheriff	Filled	233.75	232.75	229.75	229.75	228.75	229.75	228.75	228.75	230.75	229.75			
	Unfilled	37.25	38.25	41.25	41.25	42.25	41.25	42.25	42.25	40.25	41.25			15.04%
Houseless Effort	Filled	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
	Unfilled	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			50.00%
Health Svcs	Filled	381.55	376.95	378.75	383.40	384.40	386.40	390.33	395.23	397.23	388.33			
	Unfilled	33.25	37.85	37.05	32.60	34.60	32.60	30.68	25.78	23.78	34.68			7.71%
CDD	Filled	54.80	54.80	52.80	52.00	48.00	47.00	45.00	44.00	42.00	47.00			
	Unfilled	3.20	3.20	5.20	6.00	10.00	11.00	13.00	14.00	16.00	11.00			15.97%
Road	Filled	57.00	57.00	57.00	55.00	56.00	59.00	59.00	60.00	60.00	60.00			
	Unfilled	5.00	5.00	5.00	7.00	6.00	3.00	3.00	2.00	2.00	2.00			6.45%
Adult P&P	Filled	33.75	33.75	33.75	33.75	32.75	33.75	32.75	32.75	32.75	32.75			
	Unfilled	6.00	6.00	6.00	6.00	7.00	6.00	7.00	7.00	7.00	7.00			16.35%
Solid Waste	Filled	29.00	31.00	30.00	30.00	30.00	32.00	31.00	36.00	38.00	38.00			
	Unfilled	12.00	10.00	11.00	11.00	11.00	9.00	10.00	5.00	3.00	3.00			20.73%
Victims Assistance	Filled	6.50	7.50	7.50	9.50	9.50	9.50	9.50	9.50	9.50	9.50			
	Unfilled	3.00	2.00	2.00	-	-	-	-	-	-	-			7.37%
GIS Dedicated	Filled	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00			
	Unfilled	-	-	-	-	-	-	-	-	-	-			0.00%
Fair & Expo	Filled	11.75	11.75	11.75	10.75	10.75	10.50	11.50	12.50	13.50	13.50			
	Unfilled	5.75	5.75	5.75	6.75	6.75	6.00	6.00	5.00	4.00	4.00			32.04%
Natural Resource	Filled	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00			
	Unfilled	-	-	-	-	-	-	-	-	-	-			0.00%
ISF - Facilities	Filled	23.75	22.75	22.75	22.75	22.75	23.75	23.75	23.75	23.75	23.75			
	Unfilled	3.00	4.00	4.00	4.00	4.00	3.00	3.00	3.00	3.00	3.00			12.71%
ISF - Admin	Filled	9.75	9.75	9.75	8.75	8.75	8.75	8.75	8.75	9.75	9.75			
	Unfilled	-	-	-	1.00	1.00	1.00	1.00	1.00	-	-			5.13%
ISF - BOCC	Filled	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			
	Unfilled	-	-	-	-	-	-	-	-	-	-			0.00%
ISF - Finance	Filled	12.00	12.00	12.00	12.00	12.00	12.00	12.00	11.00	11.00	13.00			
	Unfilled	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	-			8.46%
ISF - Legal	Filled	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00			
	Unfilled	-	-	-	-	-	-	-	-	-	-			0.00%
ISF - HR	Filled	8.80	8.80	8.80	8.80	8.80	9.80	9.80	8.80	8.80	8.80			
	Unfilled	1.20	1.20	1.20	1.20	1.20	0.20	0.20	1.20	1.20	1.20			10.00%
ISF - IT	Filled	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	18.00			
	Unfilled	-	-	-	-	-	1.00	1.00	1.00	1.00	-			2.29%
ISF - Risk	Filled	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25	3.25			
	Unfilled	-	-	-	-	-	-	-	-	-	-			0.00%
911	Filled	53.00	55.00	55.00	54.57	54.57	56.10	56.10	53.53	53.53	55.53			
	Unfilled	7.00	5.00	5.00	5.43	5.43	3.91	3.91	6.48	6.48	4.48			8.85%
Total:	Filled	1,113.28	1,111.68	1,109.06	1,111.40	1,107.27	1,120.75	1,120.30	1,124.63	1,130.63	1,128.73	-	-	
	Unfilled	131.48	133.08	136.70	134.56	141.69	128.22	131.67	127.34	121.34	125.24	-	-	
	Total	1,244.76	1,244.76	1,245.76	1,245.96	1,248.96	1,248.96	1,251.96	1,251.96	1,251.96	1,253.96	-	-	
	% Unfilled	10.56%	10.69%	10.97%	10.80%	11.34%	10.27%	10.52%	10.17%	9.69%	9.99%			10.50%

A 2.0 FTE increase in Health Services



Budget to Actuals - Total Personnel and Overtime Report
FY24 YTD April 30, 2024

Fund	Total Personnel Costs				Overtime		
	Budgeted Personnel Costs	Actual Personnel Costs	Projected Personnel Costs	Projection (Over) / Under Budget	Budgeted OT	Actual OT	(Over) / Under Budget
001 - General Fund	\$ 17,670,095	\$ 13,658,761	\$ 16,859,984	\$ 810,111	\$ 72,800	\$ 14,941	\$ 57,859
030 - Juvenile	6,852,966	5,258,373	6,455,606	397,360	50,000	76,865	(26,865)
160/170 - TRT	228,267	187,847	228,267	-	-	-	-
200 - ARPA	928,596	731,915	928,596	-	-	-	-
220 - Justice Court	651,767	528,956	650,977	790	-	-	-
255 - Sheriff's Office	47,515,968	36,282,256	44,024,286	3,491,682	1,989,500	2,133,422	(143,922)
274 - Health Services	50,668,863	41,318,009	51,641,176	(972,313)	200	89,771	(89,571)
295 - CDD	8,219,303	5,872,906	7,236,471	982,832	38,000	10,190	27,810
325 - Road	8,406,468	6,796,591	8,244,729	161,739	100,000	171,457	(71,457)
355 - Adult P&P	5,907,511	4,229,153	5,132,022	775,489	9,000	7,231	1,769
465 - Road CIP	-	-	-	-	-	-	-
610 - Solid Waste	4,108,983	3,093,779	4,020,900	88,083	95,000	56,447	38,553
615 - Fair & Expo	1,896,951	1,261,999	1,462,933	434,018	40,000	75,669	(35,669)
616 - Annual County Fair	276,531	148,376	203,941	72,590	-	1,044	(1,044)
617 - Fair & Expo Capital Reserve	-	-	-	-	-	-	-
618 - RV Park	91,328	72,600	91,534	(206)	5,500	2,673	2,827
619 - RV Park Reserve	-	-	-	-	-	-	-
670 - Risk Management	452,463	370,628	457,758	(5,295)	-	-	-
675 - Health Benefits	-	-	-	-	-	-	-
705 - 911	9,032,045	7,022,408	8,574,403	457,642	445,000	250,129	194,871
999 - All Other Funds	16,265,342	12,201,816	16,240,042	25,300	38,000	35,139	2,861
Total	\$ 179,173,447	\$ 139,036,374	\$ 172,453,625	\$ 6,719,822	\$ 2,883,000	\$ 2,924,979	\$ (41,979)



Budget to Actuals - Countywide Summary

All Departments

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%
	Budget	Actuals	%	Budget	Actuals	%		
001 - General Fund	43,472,708	43,034,834	99%	44,408,216	43,136,176	97%	45,369,578	102%
030 - Juvenile	1,010,203	1,050,931	104%	1,014,168	546,611	54%	1,018,882	100%
160/170 - TRT	13,631,282	12,748,688	94%	12,751,790	10,965,090	86%	12,335,083	97%
200 - ARPA	105,186	14,955,890	999%	14,458,597	9,754,412	67%	9,790,352	68%
220 - Justice Court	525,032	518,001	99%	525,540	440,865	84%	526,610	100%
255 - Sheriff's Office	49,577,055	50,672,726	102%	58,558,288	56,948,851	97%	59,048,818	101%
274 - Health Services	57,787,985	55,638,108	96%	60,343,687	54,629,459	91%	60,691,196	101%
295 - CDD	11,675,519	9,455,886	81%	10,460,840	6,883,837	66%	8,184,132	78%
325 - Road	24,889,063	25,698,009	103%	26,673,711	21,897,518	82%	26,670,006	100%
355 - Adult P&P	6,134,018	6,295,372	103%	5,535,606	5,779,482	104%	5,919,085	107%
465 - Road CIP	1,943,063	782,549	40%	2,179,426	2,291,733	105%	2,998,300	138%
610 - Solid Waste	14,503,499	13,899,874	96%	15,995,411	14,490,593	91%	17,207,041	108%
615 - Fair & Expo	1,738,534	2,260,708	130%	2,343,500	2,302,042	98%	2,524,802	108%
616 - Annual County Fair	1,969,380	2,359,790	120%	2,324,117	2,466,200	106%	2,479,136	107%
617 - Fair & Expo Capital Reserve	7,414	317,269	999%	64,800	207,490	320%	221,369	342%
618 - RV Park	642,252	579,826	90%	530,800	422,767	80%	486,915	92%
619 - RV Park Reserve	6,298	21,589	343%	34,300	37,176	108%	43,960	128%
670 - Risk Management	3,311,477	3,297,596	100%	3,364,344	3,294,714	98%	3,852,624	115%
675 - Health Benefits	23,658,700	25,492,341	108%	30,654,045	25,450,855	83%	31,705,354	103%
705 - 911	13,744,678	14,120,981	103%	14,034,323	12,881,288	92%	14,238,514	101%
999 - Other	62,651,873	65,511,028	105%	81,766,214	60,355,582	74%	80,023,453	98%
TOTAL RESOURCES	332,985,219	348,711,997	105%	388,021,723	335,182,738	86%	385,335,210	99%



Budget to Actuals - Countywide Summary

All Departments

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

Year Complete

REQUIREMENTS	Fiscal Year 2023			Fiscal Year 2024			Projection	
	Budget	Actuals	%	Budget	Actuals	%		%
001 - General Fund	24,337,373	23,057,601	95%	25,155,807	19,229,426	76%	24,510,046	97%
030 - Juvenile	7,928,538	7,497,365	95%	8,481,279	6,474,640	76%	8,022,332	95%
160/170 - TRT	13,123,218	11,822,231	90%	6,902,223	6,133,721	89%	6,789,404	98%
200 - ARPA	23,129,361	14,662,784	63%	9,837,656	3,316,424	34%	9,753,207	99%
220 - Justice Court	766,183	742,697	97%	822,370	671,553	82%	821,580	100%
255 - Sheriff's Office	60,415,533	58,373,715	97%	65,641,097	47,648,804	73%	62,150,415	95%
274 - Health Services	70,979,127	62,912,108	89%	72,307,648	52,989,673	73%	68,287,981	94%
295 - CDD	11,233,304	9,466,620	84%	10,269,561	7,257,363	71%	8,985,548	87%
325 - Road	16,188,996	13,822,550	85%	17,124,761	11,672,269	68%	16,259,742	95%
355 - Adult P&P	7,575,910	6,790,874	90%	7,576,032	5,718,128	75%	6,932,313	92%
465 - Road CIP	28,387,166	16,897,136	60%	23,772,827	16,362,299	69%	23,368,287	98%
610 - Solid Waste	11,754,672	10,769,061	92%	14,404,234	9,722,669	67%	14,295,898	99%
615 - Fair & Expo	3,098,054	3,330,291	107%	3,734,327	2,994,581	80%	3,454,095	92%
616 - Annual County Fair	1,972,030	2,067,492	105%	2,582,856	2,255,031	87%	2,364,911	92%
617 - Fair & Expo Capital Reserve	870,000	483,310	56%	1,090,000	422,038	39%	1,090,000	100%
618 - RV Park	594,181	498,157	84%	617,131	413,126	67%	531,910	86%
619 - RV Park Reserve	100,000	5,532	6%	174,000	45,252	26%	174,000	100%
670 - Risk Management	5,887,806	2,915,728	50%	4,744,447	3,327,810	70%	4,508,286	95%
675 - Health Benefits	31,769,217	30,688,534	97%	32,587,213	25,972,424	80%	32,716,861	100%
705 - 911	17,709,497	13,390,020	76%	15,113,760	11,211,550	74%	14,656,118	97%
999 - Other	108,884,843	63,570,653	58%	92,903,865	43,471,398	47%	81,948,670	88%
TOTAL REQUIREMENTS	446,705,009	353,764,458	79%	415,843,094	277,310,179	67%	391,621,605	94%



Budget to Actuals - Countywide Summary

All Departments

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

Year Complete

TRANSFERS	Fiscal Year 2023			Fiscal Year 2024			Projection	
	Budget	Actuals	%	Budget	Actuals	%		%
001 - General Fund	(20,871,416)	(19,890,038)	95%	(20,963,314)	(17,243,952)	82%	(20,053,234)	96%
030 - Juvenile	6,452,997	6,452,997	100%	6,678,013	5,602,500	84%	6,678,013	100%
160/170 - TRT	(6,021,446)	(5,874,627)	98%	(8,575,254)	(5,786,252)	67%	(8,073,041)	94%
200 - ARPA	-	-		(5,022,145)	(400,000)	8%	(400,000)	8%
220 - Justice Court	263,217	224,696	85%	364,688	303,900	83%	364,688	100%
255 - Sheriff's Office	3,448,587	3,449,109	100%	3,377,587	2,875,377	85%	3,377,587	100%
274 - Health Services	8,007,942	5,850,465	73%	8,026,456	5,330,308	66%	6,194,205	77%
295 - CDD	(911,585)	(835,505)	92%	466,530	88,905	19%	478,699	103%
325 - Road	(12,330,136)	(12,330,136)	100%	(12,700,000)	(7,700,000)	61%	(12,700,000)	100%
355 - Adult P&P	267,532	267,532	100%	510,950	384,130	75%	510,950	100%
465 - Road CIP	14,230,313	12,238,662	86%	12,500,000	5,000,000	40%	12,500,000	100%
610 - Solid Waste	(5,299,665)	(3,453,962)	65%	(1,703,962)	(1,961,630)	115%	(1,703,962)	100%
615 - Fair & Expo	704,127	621,827	88%	875,681	856,860	98%	994,494	114%
616 - Annual County Fair	(156,706)	(156,706)	100%	(34,503)	(28,750)	83%	(34,503)	100%
617 - Fair & Expo Capital Reserve	1,149,827	1,113,829	97%	824,187	576,340	70%	657,158	80%
618 - RV Park	(81,566)	(81,566)	100%	128,436	133,690	104%	128,436	100%
619 - RV Park Reserve	261,750	261,566	100%	51,564	42,970	83%	51,564	100%
670 - Risk Management	(3,500)	(3,500)	100%	(153,500)	(120,910)	79%	(553,403)	361%
705 - 911	(59,900)	(59,900)	100%	-	-		-	
999 - Other	10,959,373	12,205,258	111%	15,348,586	12,046,513	78%	11,582,349	75%
TOTAL TRANSFERS	9,745	-	0	-	-		-	



Budget to Actuals - Countywide Summary

All Departments

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

Year Complete

ENDING FUND BALANCE	Fiscal Year 2023			Fiscal Year 2024			
	Budget	Actuals	%	Budget	Actuals	Projection	%
001 - General Fund	11,239,637	13,984,330	124%	12,115,095	20,647,127	14,790,628	122%
030 - Juvenile	634,663	1,528,688	241%	710,902	1,203,159	1,203,251	169%
160/170 - TRT	4,000,000	4,527,362	113%	1,801,675	3,572,479	2,000,000	111%
200 - ARPA	-	401,204	999%	-	6,439,192	38,349	999%
220 - Justice Court	22,066	-	0%	67,858	73,212	69,718	103%
255 - Sheriff's Office	7,024,650	11,001,214	157%	7,295,992	23,176,638	11,277,204	155%
274 - Health Services	6,045,519	12,519,113	207%	7,480,011	19,489,207	11,116,534	149%
295 - CDD	1,627,134	1,322,717	81%	1,975,730	1,038,096	1,000,000	51%
325 - Road	2,262,898	7,351,679	325%	2,370,201	9,876,928	5,061,943	214%
355 - Adult P&P	1,925,640	3,010,934	156%	1,470,524	3,456,419	2,508,656	171%
465 - Road CIP	12,334,484	23,347,907	189%	9,918,979	14,277,340	15,477,920	156%
610 - Solid Waste	556,359	2,743,514	493%	2,303,600	5,549,808	3,950,695	172%
615 - Fair & Expo	315,960	547,764	173%	32,617	712,085	612,965	999%
616 - Annual County Fair	225,358	521,447	231%	228,205	703,865	601,169	263%
617 - Fair & Expo Capital Reserve	1,587,183	2,757,229	174%	2,391,825	3,119,021	2,545,755	106%
618 - RV Park	82,920	166,640	201%	135,220	309,970	250,081	185%
619 - RV Park Reserve	1,340,766	1,469,559	110%	1,284,317	1,504,453	1,391,083	108%
670 - Risk Management	5,107,351	9,323,307	183%	6,466,397	9,169,300	8,114,242	125%
675 - Health Benefits	3,815,139	6,107,998	160%	3,809,575	5,586,429	5,096,491	134%
705 - 911	8,926,080	13,393,950	150%	12,122,906	15,063,688	12,976,346	107%
999 - Other	56,596,539	109,244,434	193%	105,016,103	137,816,048	112,618,185	107%
TOTAL FUND BALANCE	125,670,346	225,270,989	179%	178,997,732	282,784,464	212,701,214	119%



Budget to Actuals Report

General Fund - Fund 001

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Property Taxes - Current	34,467,173	34,606,785	100%	37,400,000	37,130,147	99%	38,135,987	102%	735,987 A
Property Taxes - Prior	301,000	334,760	111%	318,000	324,299	102%	329,000	103%	11,000
Other General Revenues	3,591,874	4,310,996	120%	3,480,844	3,254,952	94%	3,833,614	110%	352,770
Assessor	964,246	713,767	74%	775,350	567,211	73%	775,350	100%	-
Clerk	2,298,566	1,451,801	63%	1,259,595	1,017,604	81%	1,259,595	100%	-
BOPTA	14,588	9,434	65%	10,200	7,543	74%	10,200	100%	-
District Attorney	1,183,942	1,089,499	92%	552,048	509,397	92%	552,048	100%	-
Tax Office	221,483	120,714	55%	136,000	114,834	84%	136,000	100%	-
Veterans	214,836	182,018	85%	261,179	145,836	56%	261,179	100%	- B
Property Management	215,000	215,058	100%	215,000	58,333	27%	70,000	33%	(145,000) C
Non-Departmental	-	-	-	-	6,020	-	6,605	-	6,605
TOTAL RESOURCES	43,472,708	43,034,834	99%	44,408,216	43,136,176	97%	45,369,578	102%	961,362

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Assessor	5,910,478	5,399,847	91%	6,189,597	4,558,237	74%	5,710,597	92%	479,000 D
Clerk	2,432,710	2,098,659	86%	2,351,515	1,633,032	69%	2,278,594	97%	72,921 E
BOPTA	92,177	82,488	89%	97,522	65,902	68%	86,121	88%	11,401 F
District Attorney	10,979,839	10,906,691	99%	11,636,672	9,010,868	77%	11,407,078	98%	229,594 G
Medical Examiner	438,702	320,660	73%	461,224	261,654	57%	461,224	100%	-
Tax Office	905,262	834,177	92%	940,770	730,758	78%	911,888	97%	28,882 H
Veterans	809,390	758,902	94%	919,283	736,000	80%	967,023	105%	(47,740) I
Property Management	508,359	418,433	82%	539,558	409,225	76%	512,105	95%	27,453 J
Non-Departmental	2,260,456	2,237,744	99%	2,019,666	1,823,750	90%	2,175,416	108%	(155,750)
TOTAL REQUIREMENTS	24,337,373	23,057,601	95%	25,155,807	19,229,426	76%	24,510,046	97%	645,761

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In	260,000	260,439	100%	103,790	87,570	84%	103,790	100%	- K
Transfers Out	(21,131,416)	(20,150,477)	95%	(21,067,104)	(17,331,522)	82%	(20,157,024)	96%	910,080 L
TOTAL TRANSFERS	(20,871,416)	(19,890,038)	95%	(20,963,314)	(17,243,952)	82%	(20,053,234)	96%	910,080

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	12,975,718	13,897,135	107%	13,826,000	13,984,330	101%	13,984,330	101%	158,330
Resources over Requirements	19,135,335	19,977,233	-	19,252,409	23,906,750	-	20,859,532	-	1,607,123
Net Transfers - In (Out)	(20,871,416)	(19,890,038)	-	(20,963,314)	(17,243,952)	-	(20,053,234)	-	910,080
TOTAL FUND BALANCE	\$ 11,239,637	\$ 13,984,330	124%	\$ 12,115,095	\$ 20,647,127	170%	\$ 14,790,628	122%	\$ 2,675,533

- A** Current year taxes received primarily in November, February and May; actual FY23-24 TAV is 5.59% over FY22-23 vs. 4.90% budgeted.
- B** Oregon Dept. of Veteran's Affairs grant reimbursed quarterly
- C** Due to the USSC Tyler v. Hennepin ruling on foreclosed property proceeds, Property Management will not receive the anticipated \$145,000.
- D** Projected Personnel savings based on FY24 average vacancy rate of 11.6%
- E** Projected Personnel savings based on FY24 average vacancy rate of 2.3%
- F** Projected Personnel based on vacancy savings to date
- G** Projected Personnel savings based on FY24 average vacancy rate of 3.5%
- H** Projected Personnel based on vacancy savings to date
- I** Projected Personnel based on overage to date
- J** Projected Personnel based on vacancy savings to date
- K** Final payment to the General Fund from Finance Reserves for ERP Implementation
- L** Estimating Behavioral Health will return approximately \$850K of County General Funds in FY24.



Budget to Actuals Report

Juvenile - Fund 030

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
OYA Basic & Diversion	525,049	459,333	87%	476,611	231,249	49%	477,422	100%	811 A
ODE Juvenile Crime Prev	123,000	107,720	88%	106,829	51,174	48%	112,772	106%	5,943 B
Leases	86,000	90,228	105%	90,228	78,200	87%	90,228	100%	-
Gen Fund-Crime Prevention	89,500	89,500	100%	89,500	-	0%	89,500	100%	-
Inmate/Prisoner Housing	55,000	127,050	231%	75,000	53,460	71%	60,000	80%	(15,000) C
Miscellaneous	42,500	66,375	156%	56,500	41,106	73%	56,500	100%	-
DOC Unif Crime Fee/HB2712	49,339	50,462	102%	52,000	26,680	51%	52,000	100%	-
Interest on Investments	6,815	29,441	432%	37,500	44,145	118%	52,460	140%	14,960
OJD Court Fac/Sec SB 1065	15,000	12,420	83%	15,000	9,725	65%	13,000	87%	(2,000) D
Food Subsidy	10,000	13,116	131%	10,000	7,812	78%	10,000	100%	-
Contract Payments	8,000	5,285	66%	5,000	3,062	61%	5,000	100%	-
TOTAL RESOURCES	1,010,203	1,050,931	104%	1,014,168	546,611	54%	1,018,882	100%	4,714

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	6,292,271	5,995,923	95%	6,852,966	5,258,373	77%	6,455,606	94%
Materials and Services	1,527,992	1,394,956	91%	1,599,048	1,187,003	74%	1,537,461	96%	61,587 F
Capital Outlay	108,275	106,487	98%	29,265	29,265	100%	29,265	100%	- G
TOTAL REQUIREMENTS	7,928,538	7,497,365	95%	8,481,279	6,474,640	76%	8,022,332	95%	458,947

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Funds	6,529,064	6,529,064	100%	6,798,630	5,665,510	83%	6,798,630	100%
Transfers Out	-	-	-	(45,000)	-	0%	(45,000)	100%	-
Transfers Out-Veh Reserve	(76,067)	(76,067)	100%	(75,617)	(63,010)	83%	(75,617)	100%	-
TOTAL TRANSFERS	6,452,997	6,452,997	100%	6,678,013	5,602,500	84%	6,678,013	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,100,001	1,522,125	138%	1,500,000	1,528,688	102%	1,528,688	102%
Resources over Requirements	(6,918,335)	(6,446,434)	-	(7,467,111)	(5,928,029)	-	(7,003,450)	-	463,661
Net Transfers - In (Out)	6,452,997	6,452,997	100%	6,678,013	5,602,500	84%	6,678,013	100%	-
TOTAL FUND BALANCE	\$ 634,663	\$ 1,528,688	241%	\$ 710,902	\$ 1,203,159	169%	\$ 1,203,251	169%	\$492,349

- A** Final State Grant allocation for 23-25 Biennium
- B** Final State Grant allocation for 23-25 Biennium
- C** Out of county utilization is lower than anticipated. Flucuates depending on other County needs.
- D** Based on fees and current trends.
- E** Projected Personnel savings based on FY24 average vacancy rate of 6.3%
- F** Materials and services projections based on current spending trends.
- G** Detention security upgrade project. Additional technology and upgrade requirements.



Budget to Actuals Report

TRT - Fund 160/170

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Room Taxes	13,580,874	12,652,871	93%	12,630,000	10,869,112	86%	12,220,000	97%	(410,000) A
Interest on Investments	50,408	95,656	190%	121,790	95,517	78%	114,583	94%	(7,207)
Miscellaneous	-	161		-	460		500		500
TOTAL RESOURCES	13,631,282	12,748,688	94%	12,751,790	10,965,090	86%	12,335,083	97%	(416,707)

REQUIREMENTS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
COVA	3,675,886	3,417,576	93%	3,378,641	2,732,315	81%	3,265,822	97%	112,819 B
Grants & Contributions	5,600,000	4,600,000	82%	3,000,000	3,000,000	100%	3,000,000	100%	- C
Administrative	225,508	183,956	82%	262,395	193,417	74%	262,395	100%	-
Interfund Charges	3,574,573	3,574,573	100%	213,587	177,989	83%	213,587	100%	-
Software	47,251	46,125	98%	47,600	30,000	63%	47,600	100%	-
TOTAL REQUIREMENTS	13,123,218	11,822,231	90%	6,902,223	6,133,721	89%	6,789,404	98%	112,819

TRANSFERS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfer Out - RV Park	(20,000)	(20,000)	100%	(20,000)	(16,660)	83%	(20,000)	100%	-
Transfer Out - Annual Fair	(75,000)	(75,000)	100%	(75,000)	(62,500)	83%	(75,000)	100%	-
Transfer Out - Justice Court	(263,217)	(224,696)	85%	(364,688)	(303,900)	83%	(364,688)	100%	-
Transfer Out - Health	(418,417)	(418,417)	100%	(368,417)	(307,010)	83%	(368,417)	100%	-
Transfer Out - F&E Reserve	(501,683)	(465,685)	93%	(462,119)	(385,090)	83%	(447,655)	97%	14,464 D
Transfer Out - General County Reserve	-	-		(723,720)	(603,100)	83%	(1,412,223)	195%	(688,503) E
Transfer Out - F&E	(1,091,342)	(1,019,042)	93%	(1,009,023)	(840,840)	83%	(975,271)	97%	33,752
Transfer Out - Courthouse Debt Service	-	-		(1,900,500)	(224,002)	12%	(758,000)	40%	1,142,500 F
Transfer Out - Sheriff	(3,651,787)	(3,651,787)	100%	(3,651,787)	(3,043,150)	83%	(3,651,787)	100%	-
TOTAL TRANSFERS	(6,021,446)	(5,874,627)	98%	(8,575,254)	(5,786,252)	67%	(8,073,041)	94%	502,213

FUND BALANCE	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	9,513,382	9,475,532	100%	4,527,362	4,527,362	100%	4,527,362	100%	0
Resources over Requirements	508,064	926,457		5,849,567	4,831,368		5,545,679		(303,888)
Net Transfers - In (Out)	(6,021,446)	(5,874,627)		(8,575,254)	(5,786,252)		(8,073,041)		502,213
TOTAL FUND BALANCE	\$ 4,000,000	\$ 4,527,362	113%	\$ 1,801,675	\$ 3,572,479	198%	\$ 2,000,000	111%	\$198,325

- A** Room tax revenue down 3.0% from FY23
- B** Payments to COVA based on a percent of TRT collections
- C** Includes contributions of \$2M to Sunriver Service District and \$1M to Mt. Bachelor
- D** The balance of the 1% F&E TRT is transferred to F&E reserves
- E** Includes the amount from the reduction in first year debt service and reserved for future debt payments, less adjustment for the decrease in revenues.
- F** First year debt service and bond issuance costs are lower than originally estimated during FY24 budget development.



Budget to Actuals Report

ARPA – Fund 200

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State & Local Coronavirus Fiscal Recovery Funds	-	14,662,784		9,516,992	9,516,992	100%	9,516,992	100%	-
Local Assistance & Tribal Consistency	-	-		4,622,145	-	0%	-	0%	(4,622,145)
Interest on Investments	105,186	293,106	279%	319,460	237,420	74%	273,360	86%	(46,100)
TOTAL RESOURCES	105,186	14,955,890	999%	14,458,597	9,754,412	67%	9,790,352	68%	(4,668,245)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Services to Disproportionately Impacted Communities	15,394,824	11,733,287	76%	6,538,263	1,942,944	30%	6,538,263	100%
Administrative	4,317,328	144,531	3%	1,719,694	116,577	7%	1,635,245	95%	84,449
Infrastructure	1,634,710	860,474	53%	766,410	777,370	101%	766,410	100%	-
Public Health	882,922	997,337	113%	560,926	329,534	59%	560,926	100%	-
Negative Economic Impacts	899,577	927,155	103%	252,363	150,000	59%	252,363	100%	-
TOTAL REQUIREMENTS	23,129,361	14,662,784	63%	9,837,656	3,316,424	34%	9,753,207	99%	84,449

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out	-	-		(5,022,145)	(400,000)	8%	(400,000)	8%
TOTAL TRANSFERS	-	-		(5,022,145)	(400,000)	8%	(400,000)	8%	4,622,145

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	23,024,175	108,098	0%	401,204	401,204	100%	401,204	100%
Resources over Requirements	(23,024,175)	293,106		4,620,941	6,437,988		37,145		(4,583,796)
Net Transfers - In (Out)	-	-		(5,022,145)	(400,000)		(400,000)		4,622,145
TOTAL FUND BALANCE	-	\$ 401,204	999%	-	\$ 6,439,192	999%	\$ 38,349	999%	\$38,349



Budget to Actuals Report

Justice Court - Fund 220

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Court Fines & Fees	525,000	517,489	99%	525,000	439,485	84%	525,000	100%	-
Interest on Investments	32	513	999%	540	1,381	256%	1,610	298%	1,070
TOTAL RESOURCES	525,032	518,001	99%	525,540	440,865	84%	526,610	100%	1,070

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	604,648	592,149	98%	651,767	528,956	81%	650,977	100%
Materials and Services	161,535	150,549	93%	170,603	142,597	84%	170,603	100%	-
TOTAL REQUIREMENTS	766,183	742,697	97%	822,370	671,553	82%	821,580	100%	790

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - TRT	263,217	224,696	85%	364,688	303,900	83%	364,688	100%
TOTAL TRANSFERS	263,217	224,696	85%	364,688	303,900	83%	364,688	100%	-

Resources over Requirements	(241,151)	(224,696)		(296,830)	(230,688)		(294,970)		1,860
Net Transfers - In (Out)	263,217	224,696		364,688	303,900		364,688		-
TOTAL	\$ 22,066	-	0%	\$ 67,858	\$ 73,212	108%	\$ 69,718	103%	\$ 1,860

A One time yearly software maintenance fee paid in July for entire fiscal year



Budget to Actuals Report

Sheriff's Office - Fund 255

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
LED #1 Property Tax Current	30,282,049	30,424,303	100%	38,006,062	37,036,826	97%	38,006,062	100%	- A
LED #2 Property Tax Current	13,400,541	13,405,210	100%	15,189,654	14,802,005	97%	15,189,654	100%	- B
Sheriff's Office Revenues	5,307,630	6,093,977	115%	4,583,572	4,157,025	91%	4,754,752	104%	171,180
LED #1 Property Tax Prior	330,000	277,442	84%	330,000	278,276	84%	330,000	100%	-
LED #1 Interest	89,119	283,971	319%	264,000	434,058	164%	492,250	186%	228,250
LED #2 Property Tax Prior	145,000	114,469	79%	120,000	119,127	99%	131,100	109%	11,100
LED #2 Interest	22,716	73,353	323%	65,000	121,535	187%	145,000	223%	80,000
TOTAL RESOURCES	49,577,055	50,672,726	102%	58,558,288	56,948,851	97%	59,048,818	101%	490,530

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Digital Forensics	808,610	856,836	106%	1,221,145	1,027,593	84%	1,335,333	109%
Concealed Handgun Licenses	335,044	345,454	103%	624,277	353,000	57%	458,820	73%	165,457
Rickard Ranch	264,871	278,671	105%	334,232	250,948	75%	382,199	114%	(47,967)
Sheriff's Services	5,863,885	5,196,628	89%	5,771,949	4,362,108	76%	5,365,543	93%	406,406
Civil/Special Units	1,168,300	1,102,770	94%	1,019,021	890,934	87%	1,087,655	107%	(68,634)
Automotive/Communications	3,765,888	3,635,006	97%	4,574,918	3,290,983	72%	4,492,876	98%	82,042
Detective	3,583,825	4,105,995	115%	4,773,538	3,431,937	72%	4,308,561	90%	464,977
Patrol	14,880,315	14,858,735	100%	16,270,641	11,717,617	72%	15,895,694	98%	374,947
Records	904,493	687,442	76%	855,590	556,173	65%	711,024	83%	144,566
Adult Jail	22,809,320	20,842,708	91%	23,784,474	16,717,011	70%	21,470,234	90%	2,314,240
Court Security	424,769	598,098	141%	600,590	471,922	79%	574,719	96%	25,871
Emergency Services	829,997	545,477	66%	808,931	532,836	66%	699,595	86%	109,336
Special Services	2,047,792	2,374,496	116%	2,779,458	2,321,224	84%	2,843,264	102%	(63,806)
Training	1,907,588	1,986,740	104%	1,537,498	1,020,638	66%	1,394,833	91%	142,665
Other Law Enforcement	820,836	958,658	117%	634,835	703,879	111%	1,080,065	170%	(445,230)
Non - Departmental	-	-	0%	50,000	-	0%	50,000	100%	-
TOTAL REQUIREMENTS	60,415,533	58,373,715	97%	65,641,097	47,648,804	73%	62,150,415	95%	3,490,682

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - TRT	3,651,787	3,651,787	100%	3,651,787	3,043,150	83%	3,651,787	100%
Transfer In - General Fund	70,000	70,000	100%	-	-	-	-	-	-
Transfers Out	-	-	-	(6,500)	(6,500)	100%	(6,500)	100%	-
Transfers Out - Debt Service	(273,200)	(272,678)	100%	(267,700)	(161,273)	60%	(267,700)	100%	-
TOTAL TRANSFERS	3,448,587	3,449,109	100%	3,377,587	2,875,377	85%	3,377,587	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	14,414,541	15,253,094	106%	11,001,214	11,001,214	100%	11,001,214	100%
Resources over Requirements	(10,838,478)	(7,700,989)	-	(7,082,809)	9,300,047	-	(3,101,597)	-	3,981,212
Net Transfers - In (Out)	3,448,587	3,449,109	-	3,377,587	2,875,377	-	3,377,587	-	-
TOTAL FUND BALANCE	\$ 7,024,650	\$ 11,001,214	157%	\$ 7,295,992	\$ 23,176,638	318%	\$ 11,277,204	155%	\$3,981,212

A Current year taxes received primarily in November, February and May

B Current year taxes received primarily in November, February and May



Budget to Actuals Report

Health Services - Fund 274

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	22,223,536	18,578,578	84%	23,757,820	21,430,490	90%	20,785,817	87%	(2,972,003)
OHP Capitation	12,882,624	12,088,181	94%	16,494,114	14,757,747	89%	17,416,057	106%	921,943
State Miscellaneous	8,901,719	7,751,386	87%	5,793,079	4,256,087	73%	5,326,827	92%	(466,252)
OHP Fee for Service	3,232,620	5,287,409	164%	4,947,581	4,430,188	90%	5,316,230	107%	368,649
Local Grants	2,332,031	2,054,936	88%	1,567,894	2,122,222	135%	2,074,226	132%	506,332
Environmental Health Fees	1,238,499	1,335,280	108%	1,478,906	1,370,683	93%	1,517,060	103%	38,154
Federal Grants	2,615,634	2,390,105	91%	1,440,560	618,671	43%	1,353,559	94%	(87,001)
Patient Fees	615,644	748,534	122%	1,087,790	695,809	64%	839,259	77%	(248,531)
Other	1,169,317	1,976,339	169%	1,061,371	1,956,739	184%	2,294,741	216%	1,233,370
State - Medicaid/Medicare	807,530	1,197,300	148%	1,034,491	883,413	85%	1,142,602	110%	108,111
Medicaid	430,863	746,146	173%	431,000	834,010	194%	1,000,818	232%	569,818
Vital Records	300,000	354,158	118%	315,000	270,750	86%	334,388	106%	19,388
Interest on Investments	97,750	390,781	400%	262,007	596,119	228%	651,590	249%	389,583
State - Medicare	337,614	234,401	69%	209,500	221,995	106%	266,394	127%	56,894
Liquor Revenue	177,574	161,412	91%	177,574	128,657	72%	177,574	100%	-
State Shared- Family Planning	125,000	152,985	122%	158,000	55,878	35%	67,054	42%	(90,946)
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	-	0%	127,000	100%	-
Divorce Filing Fees	173,030	63,178	37%	-	-	-	-	-	-
TOTAL RESOURCES	57,787,985	55,638,108	96%	60,343,687	54,629,459	91%	60,691,196	101%	347,509

REQUIREMENTS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Administration Allocation	-	-	-	4,984	-	0%	-	0%	4,984
Personnel Services	50,658,752	48,187,764	95%	50,668,863	41,318,009	82%	51,641,176	102%	(972,313)
Materials and Services	19,393,800	14,220,207	73%	21,286,301	11,508,905	54%	16,437,107	77%	4,849,194
Capital Outlay	926,575	504,137	54%	347,500	162,759	47%	209,698	60%	137,802
TOTAL REQUIREMENTS	70,979,127	62,912,108	89%	72,307,648	52,989,673	73%	68,287,981	94%	4,019,667

TRANSFERS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In- General Fund	6,608,245	5,648,912	85%	6,780,140	5,650,020	83%	5,923,314	87%	(856,826)
Transfers In- OHP Mental Health	1,473,586	345,442	23%	2,210,573	201,167	9%	830,397	38%	(1,380,176)
Transfers In - TRT	418,417	418,417	100%	368,417	307,010	83%	368,417	100%	-
Transfers Out	(492,306)	(562,306)	114%	(1,332,674)	(827,889)	62%	(927,923)	70%	404,751
TOTAL TRANSFERS	8,007,942	5,850,465	73%	8,026,456	5,330,308	66%	6,194,205	77%	(1,832,251)

FUND BALANCE	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	11,228,719	13,942,649	124%	11,417,516	12,519,113	110%	12,519,114	110%	1,101,598
Resources over Requirements	(13,191,142)	(7,274,000)	-	(11,963,961)	1,639,786	-	(7,596,785)	-	4,367,176
Net Transfers - In (Out)	8,007,942	5,850,465	73%	8,026,456	5,330,308	66%	6,194,205	77%	(1,832,251)
TOTAL FUND BALANCE	\$ 6,045,519	\$ 12,519,113	207%	\$ 7,480,011	\$ 19,489,207	261%	\$ 11,116,534	149%	\$ 3,636,523



Budget to Actuals Report

Health Services - Admin - Fund 274

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
OHP Capitation	367,074	367,074	100%	435,349	391,610	90%	435,349	100%	-
Interest on Investments	97,750	390,781	400%	262,007	596,119	228%	651,590	249%	389,583
State Grant	379,180	142,133	37%	160,000	337,634	211%	145,279	91%	(14,721) A
Other	160,495	33,725	21%	9,000	140,199	999%	141,613	999%	132,613 B
Federal Grants	454,405	592,179	130%	-	-	-	-	-	-
TOTAL RESOURCES	1,458,904	1,525,892	105%	866,356	1,465,562	169%	1,373,831	159%	507,475

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	6,738,820	6,093,176	90%	6,519,513	5,252,063	81%	6,657,527	102%
Materials and Services	6,998,683	6,732,321	96%	7,571,421	6,180,635	82%	7,612,530	101%	(41,109)
Capital Outlay	12,000	-	0%	43,750	120	0%	21,670	50%	22,080
Administration Allocation	(11,228,846)	(11,228,846)	100%	(12,633,378)	-	0%	(12,633,378)	100%	-
TOTAL REQUIREMENTS	2,520,656	1,596,650	63%	1,501,306	11,432,818	762%	1,658,349	110%	(157,043)

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- OHP Mental Health	80,771	80,771	100%	81,250	-	0%	81,250	100%
Transfers Out	(230,635)	(230,635)	100%	(300,174)	(265,140)	88%	(315,174)	105%	(15,000)
TOTAL TRANSFERS	(149,864)	(149,864)	100%	(218,924)	(265,140)	121%	(233,924)	107%	(15,000)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	3,884,332	4,007,465	103%	3,665,544	3,786,843	103%	3,786,844	103%
Resources over Requirements	(1,061,752)	(70,758)		(634,950)	(9,967,256)		(284,518)		350,432
Net Transfers - In (Out)	(149,864)	(149,864)		(218,924)	(265,140)		(233,924)		(15,000)
TOTAL FUND BALANCE	\$ 2,672,716	\$ 3,786,843	142%	\$ 2,811,670	(\$ 6,445,553)	-229%	\$ 3,268,402	116%	\$456,732

- A** Projection includes adjustment for anticipated unearned revenue. Amounts will be finalized at fiscal year-end.
- B** Includes carryforward of \$125k in unspent FY23 PacificSource Behavioral Health Workforce Diversity Grant.
- C** Personnel projections over budget due to increased health and benefit charges. Budget adjustment to move contingency to personnel services expected at fiscal year-end. Projections include anticipated 3% vacancy.



Budget to Actuals Report

Health Services - Behavioral Health - Fund 274

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	15,718,843	12,660,784	81%	17,967,689	16,542,025	92%	14,642,992	81%	(3,324,697) A
OHP Capitation	12,515,550	11,721,107	94%	16,058,765	14,366,138	89%	16,886,708	105%	827,943 B
OHP Fee for Service	3,214,360	5,256,164	164%	4,927,331	4,405,303	89%	5,286,364	107%	359,033
State Miscellaneous	8,027,373	7,063,393	88%	4,924,368	4,019,213	82%	4,806,795	98%	(117,573) C
Local Grants	1,475,139	1,262,473	86%	1,348,943	1,501,823	111%	1,417,285	105%	68,342 D
Federal Grants	2,017,169	1,636,693	81%	1,285,560	566,349	44%	1,213,292	94%	(72,268) E
Other	719,670	730,175	101%	631,245	574,966	91%	679,167	108%	47,922
Patient Fees	519,344	607,872	117%	448,500	527,798	118%	637,574	142%	189,074 F
Medicaid	430,863	746,146	173%	431,000	834,010	194%	1,000,818	232%	569,818 G
State - Medicare	337,614	234,401	69%	209,500	221,995	106%	266,394	127%	56,894
Liquor Revenue	177,574	161,412	91%	177,574	128,657	72%	177,574	100%	-
Interfund Contract- Gen Fund	127,000	127,000	100%	127,000	-	0%	127,000	100%	-
Divorce Filing Fees	173,030	63,178	37%	-	-	-	-	-	-
TOTAL RESOURCES	45,453,529	42,270,797	93%	48,537,475	43,688,279	90%	47,141,963	97%	(1,395,512)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Administration Allocation	8,265,132	8,265,132	100%	9,546,200	-	0%	9,546,200	100%	-
Personnel Services	32,453,031	31,307,705	96%	32,270,785	26,431,206	82%	33,089,180	103%	(818,395) H
Materials and Services	9,948,652	5,531,099	56%	11,390,566	3,775,456	33%	6,501,744	57%	4,888,822 I
Capital Outlay	497,443	312,691	63%	160,250	119,291	74%	119,290	74%	40,960
TOTAL REQUIREMENTS	51,164,258	45,416,627	89%	53,367,801	30,325,954	57%	49,256,414	92%	4,111,387

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Fund	2,231,439	1,440,767	65%	2,231,439	1,859,480	83%	1,374,613	62%	(856,826) J
Transfers In- OHP Mental Health	1,392,815	264,671	19%	1,809,358	-	0%	429,182	24%	(1,380,176) K
Transfers Out	(152,921)	(196,921)	129%	(481,000)	(562,749)	117%	(562,749)	117%	(81,749) L
TOTAL TRANSFERS	3,471,333	1,508,517	43%	3,559,797	1,296,731	36%	1,241,046	35%	(2,318,751)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	4,788,795	6,317,144	132%	3,989,589	4,679,830	117%	4,679,830	117%	690,241
Resources over Requirements	(5,710,729)	(3,145,830)	-	(4,830,326)	13,362,325	-	(2,114,451)	-	2,715,875
Net Transfers - In (Out)	3,471,333	1,508,517	-	3,559,797	1,296,731	-	1,241,046	-	(2,318,751)
TOTAL FUND BALANCE	\$ 2,549,399	\$ 4,679,830	184%	\$ 2,719,060	\$ 19,338,887	711%	\$ 3,806,425	140%	\$1,087,365

- A** Projections include estimated adjustments for anticipated unearned revenue. Exact amounts will be finalized at fiscal year-end.
- B** Capitation coming in higher than budgeted. OHP enrollment redetermination budgeted at 13%, and revised estimates projected to
- C** Projection less than budget primarily related to lower I/DD match anticipated than originally budgeted. Projections include estimated adjustments for anticipated unearned revenue. Exact amounts will be finalized at fiscal year-end.
- D** Additional funds received for COHC QIM (\$387K). Grant funds will be reconciled at end of year, and projections include estimated adjustments for anticipated unearned revenue, including: COHC Older Adults projected under budget by (\$211K) and City of Bend MCAT (\$68K). Exact amounts will be finalized at fiscal year-end.
- E** Projections include estimated adjustments for anticipated unearned revenue. Exact amounts will be finalized at fiscal year-end.
- F** Patient fees trending higher than budgeted.
- G** CCBHC rebased rates increasing revenue above budgeted amounts.
- H** Personnel projections over budget due to increased health and benefit charges, lower than budgeted vacancy rates, and workforce stipends. Budget adjustment to move contingency to personnel services expected at fiscal year-end.
- I** \$3.8 million originally budgeted for HB 5502 BH Housing Grant removed for FY24.
- J** An estimated \$856,826 of County General Fund allocated to Behavioral Health is anticipated to be returned. Final amounts will be calculated in July after all local match payments are solidified.
- K** Only \$165K of originally-budgeted \$1.4M for La Pine Community Health Clinic anticipated in FY24. Remainder expected to be incurred during FY25.
- L** Projections over budget includes \$150K transfer for expenses of North County originally budgeted in FY23.



Budget to Actuals Report

Health Services - Public Health - Fund 274

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Grant	6,125,513	5,775,661	94%	5,630,131	4,550,830	81%	5,997,546	107%	367,415 A
Environmental Health Fees	1,238,499	1,335,280	108%	1,478,906	1,370,683	93%	1,517,060	103%	38,154
State - Medicaid/Medicare	807,530	1,197,300	148%	1,034,491	883,413	85%	1,142,602	110%	108,111 B
State Miscellaneous	874,346	687,993	79%	868,711	236,874	27%	520,032	60%	(348,679) C
Patient Fees	96,300	140,662	146%	639,290	168,012	26%	201,685	32%	(437,605) D
Other	289,152	1,212,439	419%	421,126	1,241,574	295%	1,473,961	350%	1,052,835 E
Vital Records	300,000	354,158	118%	315,000	270,750	86%	334,388	106%	19,388
Local Grants	856,892	792,463	92%	218,951	620,399	283%	656,941	300%	437,990 F
State Shared- Family Planning	125,000	152,985	122%	158,000	55,878	35%	67,054	42%	(90,946)
Federal Grants	144,060	161,233	112%	155,000	52,322	34%	140,267	90%	(14,733)
OHP Fee for Service	18,260	31,245	171%	20,250	24,885	123%	29,866	147%	9,616
OHP Capitation	-	-	-	-	-	-	94,000	-	94,000 G
TOTAL RESOURCES	10,875,552	11,841,419	109%	10,939,856	9,475,618	87%	12,175,402	111%	1,235,546

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Administration Allocation	2,963,714	2,963,714	100%	3,092,162	-	0%	3,087,178	100%	4,984
Personnel Services	11,466,901	10,786,883	94%	11,878,565	9,634,740	81%	11,894,469	100%	(15,904) H
Materials and Services	2,446,466	1,956,788	80%	2,324,314	1,552,814	67%	2,322,833	100%	1,481
Capital Outlay	417,132	191,446	46%	143,500	43,348	30%	68,738	48%	74,762
TOTAL REQUIREMENTS	17,294,213	15,898,830	92%	17,438,541	11,230,902	64%	17,373,218	100%	65,323

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Fund	4,376,806	4,208,145	96%	4,548,701	3,790,540	83%	4,548,701	100%	-
Transfers In - TRT	418,417	418,417	100%	368,417	307,010	83%	368,417	100%	-
Transfers In- OHP Mental Health	-	-	-	319,965	201,167	63%	319,965	100%	-
Transfers Out	(108,750)	(134,750)	124%	(551,500)	-	0%	(50,000)	9%	501,500 I
TOTAL TRANSFERS	4,686,473	4,491,812	96%	4,685,583	4,298,717	92%	5,187,083	111%	501,500

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	2,555,592	3,618,039	142%	3,762,383	4,052,440	108%	4,052,440	108%	290,057
Resources over Requirements	(6,418,661)	(4,057,412)	-	(6,498,685)	(1,755,283)	-	(5,197,816)	-	1,300,869
Net Transfers - In (Out)	4,686,473	4,491,812	-	4,685,583	4,298,717	-	5,187,083	-	501,500
TOTAL FUND BALANCE	\$ 823,404	\$ 4,052,440	492%	\$ 1,949,281	\$ 6,595,873	338%	\$ 4,041,707	207%	\$2,092,426

- A** Projections over budget primarily related to carryforward of OHA COVID funds to be expended by June 2024. Projections include estimated adjustments for anticipated unearned revenue. Exact amounts will be finalized at fiscal year-end.
- B** Medicaid trending lower than budgeted.
- C** EISO Grant (\$369K) budgeted as state miscellaneous, but converted to a program element (PE73). Funding coming through state grant line item.
- D** Patient Insurance Fees trending lower than budgeted, primarily in the new Family Connects Oregon program.
- E** Projections include Opioid Settlement Payments.
- F** Includes funds from Central Oregon Health Council quality incentive metrics (\$267K). Projection includes adjustment for anticipated unearned revenue. Amounts will be finalized at fiscal year-end.
- G** As of April 2024, Health Services will receive a new Medicaid per member per month payment for perinatal care continuum (PCC) program.
- H** Projections include anticipated 3% vacancy.
- I** Courtney remodel project delayed into FY25 or FY26.



Budget to Actuals Report

Community Development - Fund 295

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Admin - Operations	153,445	154,886	101%	157,300	106,011	67%	141,200	90%	(16,100)
Code Compliance	1,171,592	915,867	78%	1,124,181	676,981	60%	805,452	72%	(318,729) A
Building Safety	4,821,160	4,118,192	85%	3,991,388	2,734,477	69%	3,380,742	85%	(610,646) A
Electrical	1,022,005	769,054	75%	902,175	645,576	72%	757,675	84%	(144,500) A
Onsite Wastewater	1,017,678	718,263	71%	923,880	739,106	80%	876,640	95%	(47,240) A
Current Planning	2,425,334	1,966,872	81%	2,304,562	1,345,552	58%	1,502,115	65%	(802,447) A
Long Range Planning	1,064,305	812,752	76%	1,057,354	636,132	60%	720,308	68%	(337,046) A
TOTAL RESOURCES	11,675,519	9,455,886	81%	10,460,840	6,883,837	66%	8,184,132	78%	(2,276,708)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Admin - Operations	3,432,980	3,085,363	90%	3,241,288	2,432,257	75%	2,954,251	91%
Code Compliance	805,614	714,049	89%	743,931	511,855	69%	649,912	87%	94,019 B
Building Safety	2,538,721	1,866,742	74%	2,088,542	1,491,876	71%	1,892,184	91%	196,358 B
Electrical	641,837	538,383	84%	583,718	449,786	77%	559,630	96%	24,088 B
Onsite Wastewater	753,369	754,829	100%	865,670	612,780	71%	742,215	86%	123,455 B
Current Planning	2,062,044	1,613,571	78%	1,857,735	1,167,580	63%	1,468,101	79%	389,634 B
Long Range Planning	998,739	893,682	89%	888,677	591,227	67%	719,255	81%	169,422 B
TOTAL REQUIREMENTS	11,233,304	9,466,620	84%	10,269,561	7,257,363	71%	8,985,548	87%	1,284,013

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - CDD Operating Fund	-	-		510,105	193,925	38%	481,484	94%
Transfers in - General Fund	160,000	139,916	87%	100,000	32,228	32%	100,000	100%	- C
Transfers In - CDD Electrical Reserve	-	108,670		86,721	61,937	71%	114,152	132%	27,431
Transfers Out	(112,619)	(112,619)	100%	(107,544)	(89,590)	83%	(107,544)	100%	-
Transfers Out - CDD Reserve	(958,966)	(971,472)	101%	(122,752)	(109,595)	89%	(109,393)	89%	13,359 D
TOTAL TRANSFERS	(911,585)	(835,505)	92%	466,530	88,905	19%	478,699	103%	12,169

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	2,096,504	2,168,956	103%	1,317,921	1,322,717	100%	1,322,717	100%
Resources over Requirements	442,215	(10,734)		191,279	(373,526)		(801,416)		(992,695)
Net Transfers - In (Out)	(911,585)	(835,505)		466,530	88,905		478,699		12,169
TOTAL FUND BALANCE	\$ 1,627,134	\$ 1,322,717	81%	\$ 1,975,730	\$ 1,038,096	53%	\$ 1,000,000	51%	(\$975,730)

- A** YTD revenue collection is lower than anticipated due to reduced permitting volumes
- B** Projections reflect unfilled positions and increased health benefits costs
- C** Quarterly transfer for hearings officer actual cost of service
- D** Transfer to reserves per ORS 455.210 and ORS 479.845



Budget to Actuals Report

Road - Fund 325

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Motor Vehicle Revenue	19,483,147	20,563,619	106%	20,648,483	17,616,138	85%	20,648,483	100%	-
Federal - PILT Payment	2,200,000	2,239,616	102%	2,240,000	2,394,054	107%	2,394,054	107%	154,054 A
Other Inter-fund Services	1,311,901	1,232,001	94%	1,450,015	569,175	39%	1,410,112	97%	(39,903)
Cities-Bend/Red/Sis/La Pine	403,731	969,028	240%	763,171	306,724	40%	1,002,906	131%	239,735
Federal Reimbursements	-	7,641		689,703	342,290	50%	367,290	53%	(322,413)
Sale of Equip & Material	426,000	385,036	90%	614,500	332,245	54%	476,000	77%	(138,500)
Interest on Investments	54,172	105,203	194%	138,031	160,272	116%	177,380	129%	39,349
Miscellaneous	77,610	65,385	84%	73,808	36,736	50%	46,948	64%	(26,860)
Mineral Lease Royalties	50,000	105,306	211%	50,000	128,833	258%	128,833	258%	78,833
Assessment Payments (P&I)	-	5,175		6,000	11,051	184%	18,000	300%	12,000
Forest Receipts	882,502	-	0%	-	-		-		-
State Miscellaneous	-	20,000		-	-		-		-
TOTAL RESOURCES	24,889,063	25,698,009	103%	26,673,711	21,897,518	82%	26,670,006	100%	(3,705)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	7,802,271	7,346,958	94%	8,406,468	6,796,591	81%	8,244,729	98%
Materials and Services	8,246,700	6,385,588	77%	8,600,033	4,822,086	56%	7,948,168	92%	651,865
Capital Outlay	140,025	90,004	64%	118,260	53,591	45%	66,845	57%	51,415
TOTAL REQUIREMENTS	16,188,996	13,822,550	85%	17,124,761	11,672,269	68%	16,259,742	95%	865,019

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers Out	(12,330,136)	(12,330,136)	100%	(12,700,000)	(7,700,000)	61%	(12,700,000)	100%
TOTAL TRANSFERS	(12,330,136)	(12,330,136)	100%	(12,700,000)	(7,700,000)	61%	(12,700,000)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	5,892,967	7,806,356	132%	5,521,251	7,351,679	133%	7,351,679	133%
Resources over Requirements	8,700,067	11,875,459		9,548,950	10,225,249		10,410,264		861,314
Net Transfers - In (Out)	(12,330,136)	(12,330,136)		(12,700,000)	(7,700,000)		(12,700,000)		-
TOTAL FUND BALANCE	\$ 2,262,898	\$ 7,351,679	325%	\$ 2,370,201	\$ 9,876,928	417%	\$ 5,061,943	214%	\$2,691,742

A Actual payment higher than budget

B Projected Personnel savings based on FY24 average vacancy rate of 6.8%



Budget to Actuals Report

Adult P&P - Fund 355

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
DOC Grant in Aid SB 1145	4,734,453	4,734,453	100%	4,116,464	4,143,196	101%	4,143,986	101%	27,522 A
CJC Justice Reinvestment	892,038	943,172	106%	943,172	1,196,648	127%	1,196,648	127%	253,476 B
DOC Measure 57	244,606	271,606	111%	256,815	259,307	101%	259,307	101%	2,492 C
Interest on Investments	18,151	63,625	351%	75,230	69,718	93%	81,560	108%	6,330
Interfund- Sheriff	50,000	50,000	100%	50,000	41,667	83%	50,000	100%	-
Gen Fund/Crime Prevention	50,000	50,000	100%	50,000	-	0%	50,000	100%	-
State Miscellaneous	123,453	179,530	145%	22,607	67,923	300%	116,000	513%	93,393 D
Oregon BOPPPS	20,318	-	0%	20,318	-	0%	20,318	100%	-
Electronic Monitoring Fee	500	889	178%	500	258	52%	500	100%	-
Miscellaneous	500	2,099	420%	500	766	153%	766	153%	266 E
TOTAL RESOURCES	6,134,018	6,295,372	103%	5,535,606	5,779,482	104%	5,919,085	107%	383,479

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	5,683,822	5,042,967	89%	5,907,511	4,229,153	72%	5,132,022	87%
Materials and Services	1,883,614	1,739,432	92%	1,668,521	1,488,975	89%	1,800,291	108%	(131,770) G
Capital Outlay	8,475	8,475	100%	-	-	-	-	-	-
TOTAL REQUIREMENTS	7,575,910	6,790,874	90%	7,576,032	5,718,128	75%	6,932,313	92%	643,719

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In- General Funds	536,369	536,369	100%	536,369	446,970	83%	536,369	100%
Transfers In- Health Services	-	-	-	50,000	-	0%	50,000	100%	-
Transfers Out	(199,560)	(199,560)	100%	-	-	-	-	-	-
Transfer to Vehicle Maint	(69,277)	(69,277)	100%	(75,419)	(62,840)	83%	(75,419)	100%	-
TOTAL TRANSFERS	267,532	267,532	100%	510,950	384,130	75%	510,950	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	3,100,000	3,238,905	104%	3,000,000	3,010,934	100%	3,010,934	100%
Resources over Requirements	(1,441,892)	(495,502)	-	(2,040,426)	61,354	-	(1,013,228)	-	1,027,198
Net Transfers - In (Out)	267,532	267,532	100%	510,950	384,130	75%	510,950	100%	-
TOTAL FUND BALANCE	\$ 1,925,640	\$ 3,010,934	156%	\$ 1,470,524	\$ 3,456,419	235%	\$ 2,508,656	171%	\$1,038,132

- A** Final State Grant allocation for 23-25 Biennium
- B** Final State Grant allocation for 23-25 Biennium. We received competitive grant funds on top of formula allocation.
- C** Final State Grant allocation for 23-25 Biennium
- D** Final State Grant allocation for 23-25 Biennium. We received grant funding for house through contracted provider.
- E** Credit for firearm buyback from supplier and old restitution payment.
- F** Projected Personnel savings based on FY24 average vacancy rate of 16.2%
- G** Materials and services projections based on current spending trends.



Budget to Actuals Report

Road CIP - Fund 465

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
State Miscellaneous	1,818,500	127,458	7%	1,704,116	1,778,246	104%	2,374,169	139%	670,053
Interest on Investments	124,563	337,583	271%	475,310	494,246	104%	604,890	127%	129,580
Miscellaneous	-	317,508		-	19,241		19,241		19,241
TOTAL RESOURCES	1,943,063	782,549	40%	2,179,426	2,291,733	105%	2,998,300	138%	818,874

REQUIREMENTS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Materials and Services	127,640	127,640	100%	132,770	110,642	83%	132,770	100%	-
Capital Outlay	28,259,526	16,769,496	59%	23,640,057	16,251,658	69%	23,235,517	98%	404,540
TOTAL REQUIREMENTS	28,387,166	16,897,136	60%	23,772,827	16,362,299	69%	23,368,287	98%	404,540

TRANSFERS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers In	14,230,313	12,238,662	86%	12,500,000	5,000,000	40%	12,500,000	100%	-
TOTAL TRANSFERS	14,230,313	12,238,662	86%	12,500,000	5,000,000	40%	12,500,000	100%	-

FUND BALANCE	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	24,548,274	27,223,832	111%	19,012,380	23,347,907	123%	23,347,907	123%	4,335,527
Resources over Requirements	(26,444,103)	(16,114,587)		(21,593,401)	(14,070,567)		(20,369,987)		1,223,414
Net Transfers - In (Out)	14,230,313	12,238,662		12,500,000	5,000,000		12,500,000		-
TOTAL FUND BALANCE	\$ 12,334,484	\$ 23,347,907	189%	\$ 9,918,979	\$ 14,277,340	144%	\$ 15,477,920	156%	\$5,558,941

A Actual payment higher than budget



Budget to Actuals Report

Road CIP (Fund 465) - Capital Outlay Summary by Project

FY24 YTD April 30, 2024

05/29/2024 Item #18.

83.33%
Year Completed

	Fiscal Year 2023			Fiscal Year 2024					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Terrebonne Refinement Plan	\$ 7,319,310	\$ 2,200,000		\$ 5,119,310	6,639,405	130%	\$ 6,639,405	130%	\$ (1,520,095)
Hunnel Rd: Loco Rd to Tumalo Rd	4,265,216	2,562,129	60%	1,569,800	1,342,150	85%	2,874,991	183%	(1,305,191)
Transportation System Plan Update	-	51,980			20,450		27,256		(27,256)
Gribbling Rd Bridge	818,500	141,509	17%	704,116	532,833	76%	664,129	94%	39,987
Smith Rock Way Bridge Replace	985,000	122,938	12%	1,417,429	260,006	18%	1,097,477	77%	319,952
Deschutes Mkt Rd/Hamehook Round	1,663,000	750,822	45%	250,000	1,156,497	463%	1,163,838	466%	(913,838)
Powell Butte Hwy/Butler Market RB	785,000	250,902	32%	2,642,402	342,449	13%	1,348,980	51%	1,293,422
Wilcox Ave Bridge #2171-03 Replacement	160,000	-	0%	160,000	-	0%	-	0%	160,000
Paving of Rosland Rd: US 20 to Draf	380,000	260,811	69%		386,480		386,480		(386,480)
Hamehook Rd Bridge #16181 Rehabilitation	96,500	227	0%	595,000	282,818	48%	365,000	61%	230,000
NW Lower Bridge Way: 43rd St to Holmes Rd	100,000	10,825	11%	1,290,000	75,371	6%	159,140	12%	1,130,860
Northwest Way: NW Coyner Ave to NW Altmeter Wy	815,000	-	0%	556,000	-	0%	-	0%	556,000
Slurry Seal 2023	300,000	1,165	0%		357,325		357,325		(357,325)
Terrebonne Wastewater System Phase 1	1,000,000	-	0%	1,000,000	1,000,000	100%	1,000,000	100%	-
Tumalo Reservoir Rd: OB Riley to Sisemore Rd	100,000	-	0%	300,000	95,400	32%	200,000	67%	100,000
Local Road Pavement Preservation	200,000	-	0%	200,000	-	0%	200,000	100%	-
US20: Locust St	-	-		1,000,000	1,000,000	100%	1,000,000	100%	-
Paving Butler Market - Hamehook to Powell Butte	-	866		320,000	1,454,940	455%	1,454,940	455%	(1,134,940)
Old Bend Rdm Hwy - US 20 to Tumalo	-	-		1,210,000	1,272,506	105%	1,295,556	107%	(85,556)
Paving Of Horse Butte Rd	-	-		460,000	-	0%	-	0%	460,000
Paving Of Obr Hwy: Tumalo To Helmho	-	-		3,000,000	525	0%	880,000	29%	2,120,000
Paving Of Spring River Rd: S Centur	-	-		510,000	758	0%	1,100,000	216%	(590,000)
Slurry Seal 2024	-	-		300,000	593	0%	300,000	100%	-
La Pine Uic Stormwater Improvements	-	-		240,000	-	0%	-	0%	240,000
S Century Dr / Spring River Rd Roun	-	-		177,000	244	0%	526,000	297%	(349,000)
S Century Dr / Huntington Rd Rounda	-	-		169,000	-	0%	-	0%	169,000
Local Access Road Bridges	150,000	-		150,000	-	0%	-	0%	150,000
Radar Speed Sign Replacements	-	-		30,907	30,907	100%	75,907	246%	(45,000)
FY 23 Guardrail Improvements	-	-		150,000	-	0%	-	0%	150,000
Signage Improvements	-	97,156		119,093	-	0%	119,093	100%	-
TOTAL CAPITAL OUTLAY	\$ 28,259,526	\$ 16,491,988	58%	\$ 23,640,057	16,251,658	69%	\$ 23,235,517	98%	\$ 404,540



Budget to Actuals Report

Solid Waste - Fund 610

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Franchise Disposal Fees	7,210,000	7,006,324	97%	8,000,000	7,280,596	91%	8,700,000	109%	700,000	A
Private Disposal Fees	3,337,000	2,944,356	88%	3,450,000	2,580,434	75%	3,000,000	87%	(450,000)	A
Commercial Disp. Fee	3,234,000	3,026,577	94%	3,310,000	3,269,339	99%	3,900,000	118%	590,000	A
Franchise 5% Fees	305,000	363,105	119%	565,000	559,210	99%	635,000	112%	70,000	B
Yard Debris	290,000	305,516	105%	400,000	360,733	90%	475,000	119%	75,000	C
Miscellaneous	70,000	140,837	201%	173,000	217,766	126%	238,000	138%	65,000	D
Interest on Investments	30,498	43,342	142%	60,410	117,464	194%	137,040	227%	76,630	E
Special Waste	15,000	62,756	418%	30,000	98,763	329%	115,000	383%	85,000	F
Recyclables	12,000	7,060	59%	7,000	6,287	90%	7,000	100%	-	
Leases	1	1	100%	1	1	100%	1	100%	-	
TOTAL RESOURCES	14,503,499	13,899,874	96%	15,995,411	14,490,593	91%	17,207,041	108%	1,211,630	

REQUIREMENTS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Personnel Services	3,277,684	3,139,678	96%	4,108,983	3,093,779	75%	4,020,900	98%	88,083	G
Materials and Services	6,473,358	5,716,762	88%	7,683,911	5,607,435	73%	7,706,802	100%	(22,891)	H
Capital Outlay	264,000	181,603	69%	309,000	257,940	83%	265,856	86%	43,144	H
Debt Service	1,739,630	1,731,017	100%	2,302,340	763,514	33%	2,302,340	100%	-	
TOTAL REQUIREMENTS	11,754,672	10,769,061	92%	14,404,234	9,722,669	67%	14,295,898	99%	108,336	

TRANSFERS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Transfers In - SW Capital & Equipment Reserve	-	-	-	910,000	-	0%	910,000	100%	-	
Transfers Out - SW Capital & Equipment Reserve	(5,299,665)	(3,453,962)	65%	(2,613,962)	(1,961,630)	75%	(2,613,962)	100%	-	
TOTAL TRANSFERS	(5,299,665)	(3,453,962)	65%	(1,703,962)	(1,961,630)	115%	(1,703,962)	100%	-	

FUND BALANCE	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Beginning Fund Balance	3,107,198	3,066,662	99%	2,416,385	2,743,514	114%	2,743,514	114%	327,129	
Resources over Requirements	2,748,827	3,130,814		1,591,177	4,767,924		2,911,143		1,319,966	
Net Transfers - In (Out)	(5,299,665)	(3,453,962)		(1,703,962)	(1,961,630)		(1,703,962)		-	
TOTAL FUND BALANCE	\$ 556,359	\$ 2,743,514	493%	\$ 2,303,600	\$ 5,549,808	241%	\$ 3,950,695	172%	\$1,647,095	

- A** Total disposal fee projections reflect management's best estimate of revenues to be collected. Disposal tons are typically higher in the summer with reductions in winter; fiscal YTD tons are running 1% higher than last year-to-date vs. a budgeted 3% reduction. July Commercial revenue includes payment for the prior Hwy 97 bypass disposal charges.
- B** Annual fees due April 15, 2024; received year-to-date monthly installments from Republic and the annual payment from Cascade Disposal
- C** Yard Debris revenue is seasonal with higher utilization in summer months; fiscal YTD volumes are running 6% higher than last year-to-date
- D** Miscellaneous revenue exceeds expectation for rock, restitution, fire reimbursement and other revenue
- E** Investment Income projected to come in higher than budget
- F** Special Waste revenue source is unpredictable and dependent on special clean-up projects of contaminated soil and asbestos (i.e. stormwater control sediment and debris, remediation of tanker truck accident, Hwy 97 bypass asbestos, etc.)
- G** Delayed hiring of new positions and change from Personnel On Call to M&S Temp Labor for Sr. Advisor services positively impacted projection
- H** Backhoe and grader equipment originally budgeted as capital, but processed as M&S Road Dept. transfer



Budget to Actuals Report

Fair & Expo - Fund 615

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Events Revenue	745,759	948,145	127%	1,050,000	787,393	75%	882,724	84%	(167,276) A
Food & Beverage	745,000	1,048,507	141%	991,000	1,282,302	129%	1,333,340	135%	342,340 B
Rights & Signage	105,000	97,159	93%	105,000	86,416	82%	95,416	91%	(9,584)
Horse Stall Rental	49,000	78,825	161%	100,000	51,300	51%	87,265	87%	(12,735)
Storage	65,000	45,551	70%	50,000	51,099	102%	51,100	102%	1,100
Camping Fee	20,000	23,500	118%	22,500	18,287	81%	49,312	219%	26,812
Interest on Investments	5,221	15,485	297%	22,000	20,095	91%	20,391	93%	(1,609)
Miscellaneous	3,554	3,536	99%	3,000	5,150	172%	5,254	175%	2,254
TOTAL RESOURCES	1,738,534	2,260,708	130%	2,343,500	2,302,042	98%	2,524,802	108%	181,302

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	1,256,902	1,313,682	105%	1,748,441	1,196,123	68%	1,372,111	78%
Personnel Services - F&B	170,247	85,623	50%	148,510	65,876	44%	90,822	61%	57,688 D
Materials and Services	965,684	1,168,404	121%	1,222,986	979,454	80%	1,179,110	96%	43,876
Materials and Services - F&B	603,950	661,314	109%	514,200	697,008	136%	711,862	138%	(197,662) E
Debt Service	101,270	101,267	100%	100,190	56,119	56%	100,190	100%	-
TOTAL REQUIREMENTS	3,098,054	3,330,291	107%	3,734,327	2,994,581	80%	3,454,095	92%	280,232

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Room Tax	1,101,342	1,019,042	93%	1,009,023	840,840	83%	975,271	97%
Transfers In - Park Fund	30,000	30,000	100%	30,000	25,000	83%	30,000	100%	-
Transfers Out	(427,215)	(427,215)	100%	(163,342)	(8,980)	5%	(10,777)	7%	152,565
TOTAL TRANSFERS	704,127	621,827	88%	875,681	856,860	98%	994,494	114%	118,813

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	971,352	995,519	102%	547,763	547,764	100%	547,764	100%
Resources over Requirements	(1,359,520)	(1,069,583)		(1,390,827)	(692,539)		(929,293)		461,534
Net Transfers - In (Out)	704,127	621,827		875,681	856,860		994,494		118,813
TOTAL FUND BALANCE	\$ 315,960	\$ 547,764	173%	\$ 32,617	\$ 712,085	999%	\$ 612,965	999%	\$580,348

- A** Confirmed Contracted Revenue, may continue to grow as additional events are contracted through the end of FY. Some revenue budgeted in Event category earned in F&B category.
- B** Increase due to large events such as FairWell Festival, Cascade Equinox. Some revenue budgeted for Event revenue earned in this category.
- C** Projected Personnel savings based on FY23/FY24 average vacancy rate of 26.1%
- D** Projected Personnel based on vacancy savings to date
- E** F&B Expenses largely align with F&B revenue, due to the cost of good, labor and supplies required to generate revenues



Budget to Actuals Report

Annual County Fair - Fund 616

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Concessions and Catering	625,000	815,458	130%	790,000	834,968	106%	834,968	106%	44,968
Gate Receipts	710,000	782,364	110%	775,000	1,042,896	135%	1,042,896	135%	267,896
Carnival	385,000	433,682	113%	430,000	245,809	57%	245,809	57%	(184,191)
Commercial Exhibitors	80,000	117,100	146%	118,200	114,091	97%	114,091	97%	(4,109)
Fair Sponsorship	61,000	99,655	163%	92,500	80,027	87%	86,717	94%	(5,783)
State Grant	53,167	53,167	100%	53,167	53,167	100%	53,167	100%	-
Rodeo Sponsorship	24,000	22,430	93%	30,000	38,621	129%	40,721	136%	10,721
R/V Camping/Horse Stall Rental	20,000	17,520	88%	17,250	31,449	182%	31,449	182%	14,199
Interest on Investments	2,713	13,169	485%	13,500	21,294	158%	25,440	188%	11,940
Merchandise Sales	3,500	3,245	93%	2,500	1,899	76%	1,899	76%	(601)
Livestock Entry Fees	5,000	1,925	39%	2,000	1,940	97%	1,940	97%	(60)
Miscellaneous	-	75		-	39		39		39
TOTAL RESOURCES	1,969,380	2,359,790	120%	2,324,117	2,466,200	106%	2,479,136	107%	155,019

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	169,445	185,165	109%	276,531	148,376	54%	203,941	74%	72,590 ^A
Materials and Services	1,802,585	1,882,326	104%	2,306,325	2,106,656	91%	2,160,970	94%	145,355
TOTAL REQUIREMENTS	1,972,030	2,067,492	105%	2,582,856	2,255,031	87%	2,364,911	92%	217,945

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfer In - TRT 1%	75,000	75,000	100%	75,000	62,500	83%	75,000	100%	-
Transfers Out	(231,706)	(231,706)	100%	(109,503)	(91,250)	83%	(109,503)	100%	-
TOTAL TRANSFERS	(156,706)	(156,706)	100%	(34,503)	(28,750)	83%	(34,503)	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	384,715	385,854	100%	521,447	521,447	100%	521,447	100%	0
Resources over Requirements	(2,650)	292,298		(258,739)	211,169		114,225		372,964
Net Transfers - In (Out)	(156,706)	(156,706)		(34,503)	(28,750)		(34,503)		-
TOTAL FUND BALANCE	\$ 225,358	\$ 521,447	231%	\$ 228,205	\$ 703,865	308%	\$ 601,169	263%	\$372,964

^A Projected Personnel based on vacancy savings to date



Budget to Actuals Report

Annual County Fair - Fund 616

CY24 YTD April 30, 2024 (unaudited)

	Fair 2023	Fair 2024 Actuals to Date	2024 Projection
RESOURCES			
Gate Receipts	\$ 1,042,896	\$ -	\$ 780,000
Carnival	245,809	-	430,000
Commercial Exhibitors	436,160	-	430,000
Livestock Entry Fees	1,940	-	2,000
R/V Camping/Horse Stall Rental	31,449	-	18,500
Merchandise Sales	1,899	-	2,500
Concessions and Catering	512,899	-	482,500
Fair Sponsorship	117,183	(7,600)	121,400
TOTAL FAIR REVENUES	\$ 2,390,235	\$ (7,600)	\$ 2,266,900
OTHER RESOURCES			
State Grant	53,167	-	53,167
Interest	19,504	6,709	22,709
Miscellaneous	114	-	-
TOTAL RESOURCES	\$ 2,463,020	\$ (891)	\$ 2,342,776
REQUIREMENTS			
Personnel	175,531	64,328	195,883
Materials & Services	2,124,162	110,401	2,461,929
TOTAL REQUIREMENTS	\$ 2,299,693	\$ 174,730	\$ 2,657,812
TRANSFERS			
Transfer In - TRT 1%	75,000	25,000	75,000
Transfer Out - F&E Reserve	(170,608)	(36,500)	(109,500)
Transfer Out - Fair & Expo	-	-	-
TOTAL TRANSFERS	\$ (95,608)	\$ (11,500)	\$ (34,500)
Net Fair	\$ 67,719	\$ (187,121)	\$ (349,536)
Beginning Fund Balance on Jan 1	\$ 952,421	\$ 1,020,140	\$ 1,020,140
Ending Balance	\$ 1,020,140	\$ 833,019	\$ 670,604



Budget to Actuals Report

Fair & Expo Capital Reserve - Fund 617

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	7,414	39,492	533%	64,800	76,681	118%	90,560	140%	25,760
Miscellaneous	-	-		-	130,809		130,809		130,809
Local Government Payments	-	277,777		-	-		-		-
TOTAL RESOURCES	7,414	317,269	999%	64,800	207,490	320%	221,369	342%	156,569

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Materials and Services	495,000	100,309	20%	343,555	254,937	74%	343,555	100%
Capital Outlay	375,000	383,000	102%	746,445	167,101	22%	746,445	100%	- ^A
TOTAL REQUIREMENTS	870,000	483,310	56%	1,090,000	422,038	39%	1,090,000	100%	-

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - TRT 1%	501,683	465,685	93%	462,119	385,090	83%	447,655	97%
Transfers In - Fair & Expo	416,437	416,438	100%	152,565	-	0%	-	0%	(152,565)
Transfers In - Annual County Fair	231,706	231,706	100%	109,503	91,250	83%	109,503	100%	-
Transfers In - Fund 165	-	-		100,000	100,000	100%	100,000	100%	-
TOTAL TRANSFERS	1,149,827	1,113,829	97%	824,187	576,340	70%	657,158	80%	(167,029)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,299,942	1,809,440	139%	2,592,838	2,757,229	106%	2,757,229	106%
Resources over Requirements	(862,586)	(166,040)		(1,025,200)	(214,548)		(868,632)		156,569
Net Transfers - In (Out)	1,149,827	1,113,829		824,187	576,340		657,158		(167,029)
TOTAL FUND BALANCE	\$ 1,587,183	\$ 2,757,229	174%	\$ 2,391,825	\$ 3,119,021	130%	\$ 2,545,755	106%	\$153,930

^A Capital Outlay appropriations are a placeholder should viable projects be recommended and approved for construction



Budget to Actuals Report

RV Park - Fund 618

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
RV Park Fees < 31 Days	605,000	548,219	91%	500,000	377,676	76%	438,736	88%	(61,264)
RV Park Fees > 30 Days	13,000	10,249	79%	12,500	21,682	173%	21,683	173%	9,183
Cancellation Fees	14,000	8,636	62%	7,000	8,452	121%	8,652	124%	1,652
Washer / Dryer	4,200	5,560	132%	5,000	3,712	74%	5,162	103%	162
Miscellaneous	3,750	2,907	78%	2,500	3,544	142%	3,904	156%	1,404
Interest on Investments	552	2,764	501%	2,300	6,722	292%	7,534	328%	5,234
Vending Machines	1,750	1,492	85%	1,500	978	65%	1,244	83%	(256)
TOTAL RESOURCES	642,252	579,826	90%	530,800	422,767	80%	486,915	92%	(43,885)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	111,153	82,265	74%	91,328	72,600	79%	91,534	100%
Materials and Services	259,755	192,620	74%	303,173	174,216	57%	217,746	72%	85,427
Debt Service	223,273	223,272	100%	222,630	166,310	75%	222,630	100%	-
TOTAL REQUIREMENTS	594,181	498,157	84%	617,131	413,126	67%	531,910	86%	85,221

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In - Park Fund	160,000	160,000	100%	160,000	160,000	100%	160,000	100%
Transfers In - TRT Fund	20,000	20,000	100%	20,000	16,660	83%	20,000	100%	-
Transfer Out - RV Reserve	(261,566)	(261,566)	100%	(51,564)	(42,970)	83%	(51,564)	100%	-
TOTAL TRANSFERS	(81,566)	(81,566)	100%	128,436	133,690	104%	128,436	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	116,415	166,536	143%	93,115	166,640	179%	166,640	179%
Resources over Requirements	48,071	81,669		(86,331)	9,641		(44,995)		41,336
Net Transfers - In (Out)	(81,566)	(81,566)		128,436	133,690		128,436		-
TOTAL FUND BALANCE	\$ 82,920	\$ 166,640	201%	\$ 135,220	\$ 309,970	229%	\$ 250,081	185%	\$ 114,861



Budget to Actuals Report

RV Park Reserve - Fund 619

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Interest on Investments	6,298	21,589	343%	34,300	37,176	108%	43,960	128%	9,660
TOTAL RESOURCES	6,298	21,589	343%	34,300	37,176	108%	43,960	128%	9,660

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Materials and Services	-	-		100,000	5,480	5%	100,000	100%
Capital Outlay	100,000	5,532	6%	74,000	39,772	54%	74,000	100%	- ^A
TOTAL REQUIREMENTS	100,000	5,532	6%	174,000	45,252	26%	174,000	100%	-

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfer In - RV Park Ops	261,750	261,566	100%	51,564	42,970	83%	51,564	100%
TOTAL TRANSFERS	261,750	261,566	100%	51,564	42,970	83%	51,564	100%	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	1,172,718	1,191,937	102%	1,372,453	1,469,559	107%	1,469,559	107%
Resources over Requirements	(93,702)	16,056		(139,700)	(8,076)		(130,040)		9,660
Net Transfers - In (Out)	261,750	261,566		51,564	42,970		51,564		-
TOTAL FUND BALANCE	\$ 1,340,766	\$ 1,469,559	110%	\$ 1,284,317	\$ 1,504,453	117%	\$ 1,391,083	108%	\$106,766

^A Capital Outlay appropriations are a placeholder



Budget to Actuals Report

Risk Management - Fund 670

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Workers' Compensation	1,234,761	1,226,486	99%	1,111,585	965,518	87%	1,111,585	100%	-
General Liability	892,681	892,681	100%	935,832	779,860	83%	935,832	100%	-
Unemployment	430,179	344,950	80%	439,989	340,737	77%	439,989	100%	- A
Property Damage	419,566	419,566	100%	418,028	348,357	83%	418,028	100%	-
Vehicle	248,764	248,764	100%	226,710	188,925	83%	226,710	100%	-
Interest on Investments	49,346	148,514	301%	200,000	223,668	112%	263,480	132%	63,480
Claims Reimbursement	25,000	6,476	26%	20,000	399,903	999%	405,000	999%	385,000
Skid Car Training	10,000	8,899	89%	10,000	43,560	436%	47,000	470%	37,000
Process Fee- Events/ Parades	1,000	1,260	126%	2,000	1,485	74%	2,000	100%	-
Miscellaneous	180	-	0%	200	2,700	999%	3,000	999%	2,800
TOTAL RESOURCES	3,311,477	3,297,596	100%	3,364,344	3,294,714	98%	3,852,624	115%	488,280

REQUIREMENTS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Workers' Compensation	1,580,000	1,493,702	95%	1,880,000	1,449,210	77%	1,756,583	93%	123,417
General Liability	3,000,000	470,875	16%	1,200,000	558,245	47%	1,051,078	88%	148,922
Insurance Administration	607,558	602,676	99%	714,197	550,632	77%	711,607	100%	2,590
Vehicle	200,000	194,089	97%	400,000	242,980	61%	389,015	97%	10,985
Property Damage	300,248	99,913	33%	300,250	399,614	133%	475,003	158%	(174,753)
Unemployment	200,000	54,473	27%	250,000	127,129	51%	125,000	50%	125,000
TOTAL REQUIREMENTS	5,887,806	2,915,728	50%	4,744,447	3,327,810	70%	4,508,286	95%	236,161

TRANSFERS	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfers Out - Claims Reimbursement	-	-	-	-	-	-	(399,903)	999%	(399,903)
Transfers Out - Vehicle Replacement	(3,500)	(3,500)	100%	(3,500)	(2,910)	83%	(3,500)	100%	-
Transfers Out - IT	-	-	-	(32,000)	-	0%	(32,000)	100%	- B
Transfers Out - IT Reserve	-	-	-	(118,000)	(118,000)	100%	(118,000)	100%	- B
TOTAL TRANSFERS	(3,500)	(3,500)	100%	(153,500)	(120,910)	79%	(553,403)	361%	(399,903)

FUND BALANCE	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	7,687,180	8,944,938	116%	8,000,000	9,323,307	117%	9,323,307	117%	1,323,307
Resources over Requirements	(2,576,329)	381,869	-	(1,380,103)	(33,097)	-	(655,662)	-	724,441
Net Transfers - In (Out)	(3,500)	(3,500)	-	(153,500)	(120,910)	-	(553,403)	-	(399,903)
TOTAL FUND BALANCE	\$ 5,107,351	\$ 9,323,307	183%	\$ 6,466,397	\$ 9,169,300	142%	\$ 8,114,242	125%	\$1,647,845

- A** Unemployment collected on first \$25K of employee's salary in fiscal year
- B** Transfer out to IT to support cyber-security work



Budget to Actuals Report

Health Benefits - Fund 675

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance	
	Budget	Actuals	%	Budget	Actuals	%				
Internal Premium Charges	19,908,221	20,496,601	103%	25,899,034	21,127,444	82%	26,109,934	101%	210,900	A
COIC Premiums	1,547,778	1,951,365	126%	1,963,363	1,598,856	81%	2,239,152	114%	275,789	A
Employee Co-Pay	1,282,015	1,247,607	97%	1,247,416	1,149,364	92%	1,430,980	115%	183,564	B
Retiree / COBRA Premiums	595,000	982,424	165%	1,019,288	699,767	69%	1,015,968	100%	(3,320)	A
Prescription Rebates	175,000	528,990	302%	280,000	382,550	137%	382,550	137%	102,550	C
Claims Reimbursement & Other	55,000	109,282	199%	124,944	317,060	254%	317,060	254%	192,116	
Interest on Investments	95,686	176,071	184%	120,000	175,814	147%	209,710	175%	89,710	
TOTAL RESOURCES	23,658,700	25,492,341	108%	30,654,045	25,450,855	83%	31,705,354	103%	1,051,309	

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance	
	Health Benefits	26,597,563	25,514,122	96%	26,697,663	20,969,767	79%	26,028,630	97%	669,033
Deschutes On-Site Pharmacy	3,779,608	3,807,986	101%	4,287,997	3,883,226	91%	5,133,997	120%	(846,000)	E
Deschutes On-Site Clinic	1,212,497	1,205,226	99%	1,415,279	1,015,807	72%	1,367,960	97%	47,319	F
Wellness	179,549	161,200	90%	186,274	103,624	56%	186,274	100%	-	F
TOTAL REQUIREMENTS	31,769,217	30,688,534	97%	32,587,213	25,972,424	80%	32,716,861	100%	(129,648)	

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	11,925,656	11,304,191	95%	5,742,743	6,107,998	106%	6,107,998	106%
Resources over Requirements	(8,110,517)	(5,196,193)		(1,933,168)	(521,569)		(1,011,507)		921,661
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	\$ 3,815,139	\$ 6,107,998	160%	\$ 3,809,575	\$ 5,586,429	147%	\$ 5,096,491	134%	\$1,286,916

- A** Health Insurance costs were budgeted at an 11% increase, but the actual increase is 29.35%
- B** The Employee Co-Pay rates increased on January 1, 2024
- C** Budget estimate is based on claims which are difficult to predict
- D** YTD actuals are trending lower than budget
- E** Industry spike in quantity and cost of specific drug category. Amounts are paid 1 month in arrears
- F** Amounts are paid 1 month in arrears



Budget to Actuals Report

911 - Fund 705 and 710

FY24 YTD April 30, 2024 (unaudited)

05/29/2024 Item #18.

83.3%
Year Complete

RESOURCES	Fiscal Year 2023			Fiscal Year 2024			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Property Taxes - Current Yr	10,402,834	10,493,711	101%	10,932,000	10,721,038	98%	11,001,603	101%	69,603 A
Telephone User Tax	1,668,000	1,881,374	113%	1,827,530	987,551	54%	1,827,530	100%	- B
Interest on Investments	67,515	237,842	352%	312,321	379,483	122%	444,909	142%	132,588
Police RMS User Fees	237,221	244,437	103%	244,435	194,939	80%	244,435	100%	- C
Contract Payments	153,292	167,764	109%	167,765	140,536	84%	167,765	100%	-
User Fee	140,445	146,863	105%	148,820	142,563	96%	148,820	100%	-
Data Network Reimbursement	120,874	158,228	131%	145,852	78,109	54%	145,852	100%	-
State Reimbursement	810,000	622,177	77%	93,000	81,000	87%	93,000	100%	- D
Property Taxes - Prior Yr	80,000	90,291	113%	90,000	91,082	101%	92,000	102%	2,000
Property Taxes - Jefferson Co.	39,497	38,104	96%	40,500	39,946	99%	40,500	100%	-
Miscellaneous	25,000	40,191	161%	32,100	25,041	78%	32,100	100%	-
TOTAL RESOURCES	13,744,678	14,120,981	103%	14,034,323	12,881,288	92%	14,238,514	101%	204,191

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Personnel Services	8,606,196	7,891,350	92%	9,032,045	7,022,408	78%	8,574,403	95%
Materials and Services	4,088,201	3,151,149	77%	4,250,715	2,876,848	68%	4,230,715	100%	20,000
Capital Outlay	5,015,100	2,347,522	47%	1,831,000	1,312,294	72%	1,851,000	101%	(20,000)
TOTAL REQUIREMENTS	17,709,497	13,390,020	76%	15,113,760	11,211,550	74%	14,656,118	97%	457,642

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Transfers In	1,750,000	1,750,000	100%	1,950,000	-	0%	1,950,000	100%
Transfers Out	(1,809,900)	(1,809,900)	100%	(1,950,000)	-	0%	(1,950,000)	100%	-
TOTAL TRANSFERS	(59,900)	(59,900)	100%	-	-	-	-	-	-

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
	Beginning Fund Balance	12,950,799	12,722,890	98%	13,202,343	13,393,950	101%	13,393,950	101%
Resources over Requirements	(3,964,819)	730,961		(1,079,437)	1,669,738		(417,604)		661,833
Net Transfers - In (Out)	(59,900)	(59,900)		-	-		-		-
TOTAL FUND BALANCE	\$ 8,926,080	\$ 13,393,950	150%	\$ 12,122,906	\$ 15,063,688	124%	\$ 12,976,346	107%	\$853,440

- A** Current year taxes received primarily in November, February and May
- B** Telephone tax payments are received quarterly
- C** Invoices are mailed in the Spring
- D** State GIS reimbursements are received quarterly
- E** Projected Personnel savings based on FY24 average vacancy rate of 9.0%