



MADRAS MRC-CITY COUNCIL MEETING

Tuesday, December 12, 2023 at 5:30 PM

City Council Chambers, 125 SW "E" Street, Madras, OR 97741

Telephone (541) 475-2344 www.ci.madras.or.us

This meeting is open to the public. Audio/Video of the meeting will be available on our website within 24 hours following the meeting. This agenda includes a list of the principal subjects anticipated to be considered at the meeting. However, the agenda does not limit the ability of the Council to consider additional subjects. Meetings may be canceled without notice. The chat feature in Zoom is only available during Public Comments portions of the meeting. Zoom participants should use the "raise your hand" feature during these times to alert the moderator that they would like to speak.

Join via Zoom:

<https://us02web.zoom.us/j/2912614668?pwd=MIJ3ZzhOYzg0ZkhwOTZ0REgrWTFYdz09>

Passcode: **5414752344**

Join via teleconference:

From a cell phone: **971-247-1195**

From a land line phone: **1-877-853-5257**

Meeting ID: **291 261 4668#**

Participant ID: **#**

Passcode: **541 475 2344#**

MADRAS REDEVELOPMENT COMMISSION AGENDA

I. Call Commission Meeting to Order

II. Pledge of Allegiance and Prayer

III. Roll Call

IV. Public Comments (please limit to 3 minutes)

The Commission reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

V. Amend or Accept MRC Agenda

VI. MRC Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the Madras Redevelopment Commission for review, are considered routine, and will be enacted by one motion of the Commission. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

VII. Regular Agenda

1. Interview of Candidates for Commission Vacancies

Keli Pollock, City Recorder

2. Annual Chair and Vice-Chair Appointments

Keli Pollock, City Recorder

3. Resolution No. MRC 2023-07 Amending Bylaws of the Madras Redevelopment Commission

Keli Pollock, City Recorder

VIII. Additional Discussion

IX. Adjourn Commission Meeting

CITY COUNCIL AGENDA

I. Call Meeting to Order

II. Roll Call

III. Public Comments (please limit to 3 minutes)

The Council reserves the right to limit the number of speakers pertaining to the same topic in the interest of meeting efficiency and expediency.

IV. Amend or Accept Regular Agenda

V. City Council Consent Agenda

All matters listed within the Consent Agenda have been distributed to every member of the City Council for reading and study, are considered routine, and will be enacted by one motion of the Council. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

1. Liquor License Application

VI. Visitor Presentation(s)/Proclamations

1. Best Care Presentation on Coalition for Prevention
2. Operation Rudolph

VII. Regular Agenda

1. Recommendation to Appoint Candidates to MRC
Keli Pollock, City Recorder
2. Resolution 23-2023 the installation of "No Parking" signs on Hall Road
Jeff Hurd, Public Works Director
3. Resolution No. 24-2023 a Resolution of the City of Madras for a city-initiated annexation of approximately 42 acres comprising a portion of city-owned real property identified as Jefferson County Assessor's Map and Tax Lot 1114070000100 and authorization for City to make application for a corresponding Urban Growth Boundary amendment
Nicholas Snead, Community Development Director
4. Resolution No. 25-2023 Fee Schedule for Year 2023-2024
Rose Vanderschaegen, Interim Finance Director
5. Ordinance No. 982, an Ordinance of the City of Madras amending Ordinance No. 975, an Ordinance of the City of Madras annexing approximately 15.5 acres of land located west of Highway 26 and north of Oak Street and assigning City Zoning designations to properties within the annexed territory
Nicholas Snead, Community Development Director
6. Authorization to Submit OEM State and Local Government Cybersecurity Grant Application
Nicholas Snead, Community Development Director
7. Approval of IGA between the City of Madras and the Jefferson County Fire District #1 for Fee Collections
Nicholas Snead, Community Development Director
8. Approval of iWorQ Systems Agreement for Electronic Application Software
Nicholas Snead, Community Development Director
9. Grant Writer Contract Award
Nicholas Snead, Community Development Director
10. Airport Hangar Lease with Cat-Ag Aviation
Jeff Hurd, Public Works Director

11. Aeronautical Ground Lease New Moon
Jeff Hurd, Public Works Director
12. Selection of Hearings Officer Contractor for Hearings Officer Services Contract
Nicholas Snead, Community Development Director
13. Homeless Advisory Committee Member Removal and Appointment
Nicholas Snead, Community Development Director
14. Authorization to Purchase Tasers
Tim Plummer, Police Chief, Lysa Vattimo, PD
15. Statutory Warranty Deed and Deed of Dedication - Bridgeview Subdivision
Jeff Hurd, Public Works Director
16. Planning Commission Appointments
Nicholas Snead, Community Development Director

VIII. Department Reports / Committee Updates

IX. Adjourn Council Meeting

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: December 12, 2023
To: Madras Redevelopment Commissioners
From: Keli Pollock, City Recorder
Through: Will Ibershof, City Administrator
Subject: **INTERVIEW OF CANDIDATES FOR COMMISSION VACANCIES**
Trevorr Beaver
Janet Landmark
Jamasa Sattler
Will O'Daniel
Les Weidner
Angela Rhodes

Vacant Position Term: 1-1-2024 through 12-31-2026

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the Commission make a recommendation to the City Council to appoint (*Names*) to fill four vacant positions on the Madras Redevelopment Commission term beginning 1-1-2024 and ending 12-31-2026.

OVERVIEW:

In Section 2.2.1 of Resolution MRC 2020-01, Exhibit A, Second Amended and Restated bylaws of the Urban Renewal Agency of the City of Madras, membership of the Commission reads:

“2.2.1 The MRC will be a variable-ranged size of board of commissioners. The minimum number of commissioners is nine (9) and the maximum number of commissioners will be thirteen (13). Notwithstanding anything contained in these Bylaws to the contrary, seven commissioner positions will be held by concurrent Council members (i.e., six councilors and the mayor). Subject to the provision contained in these Bylaws, the number of commissioners may be fixed or changed periodically, within the minimum and maximum, by resolution of the MRC.” Today, there are a total of seven Commissioners. Six City Councilors and the Mayor; and two citizens at large. Commissioner Reynoso's term expires December 31, 2023 and she has been unreachable and at this time, there is no reason to believe she's seeking reappointment; her last time attending a MRC meeting was December 2022.

Additionally, Section 2.2.2 of the bylaws require:

“2.2.2 Two (2) to five seats will be held by members of the general public from the Madras community, which Madras community is defined as that area consisting of two miles from the Madras city limits, excluding the City of Metolius, as depicted on the attached Attachment A. Of the commissioners appointed from the general public, not more than two commissioners may be engaged in the same kind of occupation, business, trade, or profession.”

STAFF ANALYSIS:

Staff placed an advertisement in November seeking recruitment to fill a minimum of one and up to four vacant citizen seats on the MRC. We have had six interested parties submit applications (see attached) and have agreed to be interviewed by the MRC at the December 12, 2023 meeting. All six applicants were vetted by the City Recorder and found to meet the required criteria as they are residents of Madras and their occupations are different from any other seated members of the Commission. While not specifically outlined in the Commission's bylaws, all applicants are over 18 years of age and a registered Jefferson County voter. Commissioners will ask each of the six applicants a series of four questions and then will have an opportunity to select their top four candidates. Once the top four candidates are verified, the commission may choose to make a motion to recommend to Council at their December 12, 2023 meeting, their top four applicants for appointment.

If Council chooses to accept the MRC's recommendation and appointment of the four new commissioners to the MRC, they will be sworn in after the first of the year 2024.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

- Trevorr Beaver application
- Janet Landmark application
- Jamasa Sattler application
- William O'Daniel application
- Les Weidner application
- Angela Rhodes application
- Questions for Commissioners to ask during interview
- Voting sheet for Commissioners to select their top four candidates

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Thu, 11/02/2023 - 5:03am
67.210.195.3

Name

Trevorr Beaver

Street Address

[REDACTED]

City, State, Zipcode

Madras

Phone

[REDACTED]

Email

[REDACTED]

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

I am currently an Environmental, Health and Safety Specialist. As part of my job I enjoy diving into specific regulations that pertain to the problem at hand, as well as, making decisions for the greater good of the team.

Previous Experience

I am a current member of the Madras Budget Committee and Madras Airport-Industrial Committee.

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8890>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Mon, 11/13/2023 - 7:24am
166.181.250.235

Name

Janet Landmark

Street Address

City, State, Zipcode

Madras, OR 97741

Phone

Email

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

Business owner in Jefferson County since 2004
Small building construction, retail, office management, advertising

Previous Experience

Member of Merchant Committee Lakeview, OR (1995-1999)

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8900>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Tue, 11/07/2023 - 7:30pm
134.215.177.135

Name

Jamasa Sattler

Street Address

[REDACTED]

City, State, Zipcode

Madras OR 97741

Phone

[REDACTED]

Email

[REDACTED]

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

I have a business background and currently serve on the city budget committee. I have an interest in becoming more involved in city government

Previous Experience

Madras Area Community Action Team, staff
JC H. O. P. E, board member, volunteer
Served on many community committees in years past

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8898>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Tue, 11/07/2023 - 1:50pm
67.59.66.201

Name

William O'Daniel

Street Address

City, State, Zipcode
97741

Phone

Email

Committee Interested In

Tell Us Where You're Interested In Serving
Madras Redevelopment Commission.

Relevant Experience

Courses in Housing and Urban Development taken at Arizona State University. Bachelor's Degree in Business Financial Management at Northern Arizona University. Business owner with a construction background.

Previous Experience

Previous President of The Pines HOA (4 years), Previous President of Jefferson County Little League (3 years). Former General Manager of Inn at Cross Keys Station (6 years).

Source URL:<https://www.ci.madras.or.us/node/5112/submission/8897>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Sat, 10/28/2023 - 1:10pm
134.215.60.252

Name

Les H. Weidner

Street Address

[REDACTED]

City, State, Zipcode

Madras, OR 97741

Phone

[REDACTED]

Email

[REDACTED]

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

I am 74 years old and have been retired for 10 years. My career was in Corporate (Management) Accounting, Municipal Program Management, and College Administration. I am currently a volunteer at the Madras Community Food Pantry, and serve as Secretary of the Board. I can bring thoughtful, relevant ideas to the Commission. I am invested in Madras with it being my present home. I have a vision for Madras that I would like to share and develop. My vision coincides with the 2019 Urban Revitalization Study. I have attended the University of Houston, and Southern Methodist University. I have an Associates Degree from Galveston College.

Previous Experience

While employed at the Norfolk Redevelopment and Housing Authority (2001-2008) I managed a First-time Homebuyers Program funded by the Department of Housing and Urban Development. Specific funding was through the HUD HOME Program and their Community Development Block Grant (CDBG). Roughly 25 - 30 families were assisted each year. This experience (as well as previous Accounting management experience) allowed me to successfully collaborate with homebuyers, lenders, realtors, builders and government entities. My last employment (2008 - 2013) was as an Administrative Assistant to the Vice President of Administration at Galveston College. In this position I communicated with all departments of the College, assisted department heads with their Budgets and maintained Budgets for all College construction projects.

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8886>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>



RECEIVED
DEC 6 2023

*N. Sneed via Hand
Delivery*

CITY OF MADRAS COMMISSION APPLICATION

Thank you for expressing interest in serving on a City of Madras ("City") Commission. Completed and signed applications can be mailed, hand delivered or emailed to the attention of City Recorder at 125 SW "E" Street, Madras, Oregon 97741, madrasinfo@ci.madras.or.us. Applications will be reviewed by the Commission (or its designee) to determine whether an interview is appropriate. If an interview is determined to be appropriate, you will be contacted to set up a date and time.

Print or type the required information. Please answer every applicable question. If additional space is needed, please attach a separate sheet. Because this application may be used for investigative purposes, DO NOT misstate or omit any material facts or information. Statements made in this application are subject to verification.

Date of Application: 12-6-2023

APPLICANT INFORMATION (GENERAL)

Rhodes Angela C
Last Name First Name Middle Initial



Address City State Zip

Telephone No: [Redacted] Same
Home Cellular

Email Address: [Redacted]

Have you resided within City's incorporated limits during the immediately preceding 12 months: Yes No

Length of residency: 40 (years) and _____ (months)

Are you over the age of 18? Yes No Are you a registered voter? Yes No

Occupation/Employer: SELF

Business/Employer Address: 81 SE 5th Street Madras OR

Business/Employer Telephone Number: NONE

Business/Employer E-mail Address: nine

EDUCATION

Did you graduate from high school or receive an equivalent diploma: Yes No

Name of college(s) or university(ies) attended, if any:
N/A

Certificates, degrees, etc. earned:

N/A

Have you ever served on a City of Madras Commission, board, or committee? Yes No

If yes, please specify:

MRC

Please describe your volunteer and/or community involvement:

Ass Board member ON Davis River Bd

Why are you interested in serving on this Commission?

they need me

Are you available for evening meetings? Yes No

Are you available for daytime meetings? Yes No

Please initial next to each paragraph and sign where indicated below.

I certify that all information and statements made or provided in connection with this application are true and complete in all respects.

By signing below, I hereby affirm, certify, and agree with the following: (1) I have read and understand this application and agree with its contents; and (2) this application is a public record subject to inspection in accordance with Oregon law.

Applicant Signature

Date

MRC Candidate Questions

Commissioner Name: _____

Please turn this form into the City Recorder upon completion of the interview.

Candidate Name: _____

Commissioner #1 asks:

Q1. Why are you interested in serving on the MRC specifically versus other committees or commissions at the City?

A1. _____

Commissioner #2 asks:

Q2. Revitalizing the Downtown area is an important focus of the Urban Renewal District. Do you have ideas for improvement you'd like to see Downtown?

A2. _____

Commissioner #3 asks:

Q4. The Commission is also very involved in the Madras Housing Urban Renewal District. What are your concerns for housing or ideas you'd like to see implemented regarding housing in Madras?

A4. _____

Commissioner #4 asks:

Q5. How will your background and experience benefit the Commission?

A5. _____

MRC COMMISSIONERS

INSTRUCTIONS:

- Select your top four individuals.
- Pass your selection to the City Recorder.
- Chair verifies the selections.
- City Recorder will announce the result.
- In the case of a tie, Chair will be asked to cast a tie-breaking vote.
- Motion must be made.

- Trevorr Beaver
- Janet Landmark
- Jamasa Sattler
- Will O'Daniel
- Les Weidner
- Angela Rhodes

Date: _____

Your Name: _____

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: December 12, 2023
To: Madras Redevelopment Commissioners
From: Keli Pollock, City Recorder
Through: Will Ibershof, City Administrator
Subject: **ANNUAL CHAIR AND VICE-CHAIR APPOINTMENTS**
January 2024 through December 2024

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the MRC appoint Commissioner (*Name*) as Chair and Commissioner (*Name*) as Vice-Chair to serve January 2024 through December 2024.

OVERVIEW:

The terms for current Chair Soliz and Vice-Chair Townsend expire December 31, 2023. In accordance with Section 3.2 of the 2022 MRC Bylaws, the Chair and Vice-Chair are appointed during the last meeting of each calendar year. Therefore, a new Chair and Vice-Chair need to be appointed during this meeting.

STAFF ANALYSIS:

Any Commissioner can serve as Chair or Vice-Chair. There is nothing in the bylaws that states the Chair and Vice-Chair cannot serve consecutive terms. In addition, the Chair and Vice-Chair serve as co-signers on bank accounts for the MURA.

FISCAL INFORMATION:

None

SUPPORTING DOCUMENTATION:

None

MADRAS URBAN RENEWAL AGENCY
Request for Commission Action

Meeting Date: December 12, 2023
To: Madras Redevelopment Commissioners
From: Keli Pollock, City Recorder
Through: Will Ibershof, City Administrator
Subject: **RESOLUTION NO. MRC 2023-07 AMENDING BYLAWS OF THE MADRAS REDEVELOPMENT COMMISSION**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the MRC approve Resolution No. MRC 2023-07.

OVERVIEW:

The Madras Redevelopment Commission (“MRC”), the Urban Renewal Agency of the City of Madras approved certain Third Amended and Restated Bylaws of the Urban Renewal Agency of the City of Madras dated February 8, 2022 by and through MRC’s approval and adoption of MRC Resolution No. 2022-01. Staff and the MRC recognizes needed changes and desires to adopt certain amendments to the Bylaws to, among other things, address recent changes or modifications in the manner and method in which MRC business is conducted.

STAFF ANALYSIS:

Staff and Chair Soliz reviewed the 2022 bylaws, the changes proposed herein reflect procedures currently being used by Staff and operational procedures being used by the MRC. In addition, some changes have been included that have streamlined processes and created efficiencies for the MRC. None of the proposed changes alter the structure, intent or mission of the Agency or the Commission.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Resolution No. MRC 2023-07

**URBAN RENEWAL AGENCY OF THE CITY OF MADRAS
MRC RESOLUTION NO. 2023-07**

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF MADRAS
APPROVING CERTAIN AMENDMENTS TO THE URBAN RENEWAL AGENCY’S BYLAWS.**

WHEREAS, by and through the Madras Redevelopment Commission (“MRC”), the Urban Renewal Agency of the City of Madras (“Agency”) approved certain Third Amended and Restated Bylaws of the Urban Renewal Agency of the City of Madras dated February 8, 2022 by and through MRC’s approval and adoption of MRC Resolution No. 2022-01 (the “Bylaws”); and

WHEREAS, MRC desires to adopt certain amendments to the Bylaws to, among other things, address recent changes or modifications in the manner and method in which MRC business is conducted.

NOW, THEREFORE, THE URBAN RENEWAL AGENCY OF THE CITY OF MADRAS RESOLVES AS FOLLOWS:

1. Findings. The above-stated findings contained in this MRC Resolution No. 2023-07 (this “Resolution”) are hereby adopted.

2. Amendments. The amendments identified in Exhibit A are hereby approved and adopted in all respects. The amendments identified in Exhibit A are hereby expressly made part of the Bylaws. The provisions of the Bylaws that are not amended or modified by the amendments identified in Exhibit A remain unchanged and in full force and effect.

3. Miscellaneous. For purposes of this Resolution, the singular includes the plural and the plural includes the singular; the word “or” is not exclusive and the words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this resolution. This Resolution may be corrected by order of the MRC to cure editorial and/or clerical errors. This Resolution will be in full force and effect from and after its approval and adoption.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the MRC on December 12, 2023.

Gabriel Soliz, Chair

ATTEST:

Keli Pollock, Madras City Recorder

Exhibit A
Bylaw Amendments

1. The word “thirteen (13)” contained in the second sentence of Section 2.1.1 is replaced with the word “twelve (12).”
2. Section 2.2.2 of the Bylaws is amended and restated to read in its entirety as follows:

“Two (2) to five (5) seats will be held by members of the general public from the Madras community, which Madras community is defined as that area consisting of two miles from the Madras city limits, excluding City of Metolius. With respect to commissioners appointed from the general public, no more than two (2) commissioners may be engaged in the same type of occupation, business, trade, and/or profession.”
3. The last sentence of Section 2.3 is amended and restated to read in its entirety as follows:

“Commissioners may be re-appointed to consecutive terms.”
4. Section 3.2 is amended and restated to read in its entirety as follows:

“Chair. The chair will be appointed by the commissioners during the December meeting each calendar year, to be effective for the following calendar year, and will preside at all MRC meetings. The chair will not vote on any question before the MRC, except in the case of a tie vote of the voting members in which case the chair will be entitled to vote on the particular matter. The chair will be a co-signer on checks.”
5. The word “or” contained in the first sentence of Section 4.3 is replaced with the word “and.”
6. The second sentence of Section 4.5 is amended and restated to read in its entirety as follows:

“All MRC commissioners present at a meeting are expected to vote on each motion except as provided otherwise under these Bylaws and/or applicable law.”
7. Section 4.8 is amended and restated to read in its entirety as follows:

“[This section intentionally left blank.]”
8. The word “biennial” in Section 5.2 is replaced with the word “annual.”

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Lysa Vattimo, PD

Through: Will Ibershof, City Administrator, Tim Plummer, Police Chief

Subject: **LIQUOR LICENSE APPLICATION**
El Burrito Loco
200 SW 5th Street, Madras

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the liquor license application submitted by El Burrito Loco.

OVERVIEW:

El Burrito Loco, located at 5th & "D" Streets in the Reynoso Food Court has applied for a liquor license to the OLCC that would allow them to sell and serve distilled spirits, malt beverages (beer), wine, and cider (by the drink) to consumers for consumption on premises. Madras Police Department can only *recommend* restriction or denial of a license if a business violates any of the rules under OAR 845-005-0308(3). The OLCC is the agency with the *authority* to restrict or deny a license.

STAFF ANALYSIS:

The Finance department receives and processes the payments and there is no other action needed by staff. Madras PD sees no reason this establishment should be denied an application. Therefore, Council is asked to approve the request by motion.

FISCAL INFORMATION:

\$100 fee paid by applicant

SUPPORTING DOCUMENTATION:

None.

STRATEGIC GOAL:

Coalition for Prevention

Mission:

To reduce suicide and addiction by cultivating partnerships in Jefferson County to provide hope and help so that community members can lead healthy lives.

Ground Rules:

1. Honoring time- start and finish on time.
 2. Value all opinions and thoughts.
 3. Stay Focused.
 4. Be Respectful – all get chance to talk.
- Bart Carpenter (Culver Mayor) will Chair meetings and Montell Elliott (Prevention Coordinator) will be Vice- Chair/take minutes.
 - Decisions will be made by consensus.
 - Coalition will meet monthly at 12 pm to 2 pm
 - Trial of last Tuesday of the month with next meeting being 9/26.

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Keli Pollock, City Recorder

Through: Will Ibershof, City Administrator

Subject: **RECOMMENDATION TO APPOINT CANDIDATES TO MRC**
For term 1-1-2024 through 12-31-2026

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That the Council accept the recommendation of the MRC to appoint (*Names*) to fill vacant positions on the Madras Redevelopment Commission term beginning 1-1-2024 and ending 12-31-2026.

OVERVIEW:

At the December 12, 2023 MRC meeting, the Commission interviewed six candidates and motioned to recommend four candidates to Council which they felt should be appointed to serve on the MRC for a three-year term beginning January 1, 2024.

Today, there are a total of nine Commissioners, the Mayor, six Councilors and one citizen. Based on the MRC Bylaws, the MRC can have a total of twelve Commissioners. Therefore, there are four vacancies that could be appointed.

STAFF ANALYSIS:

All six applicants were vetted by the City Recorder and found to meet the required criteria as they are residents of Madras and their occupations are different from any other seated members of the Commission. While not specifically outlined in the Commission's bylaws, all applicants are over 18 years of age and a registered Jefferson County voter. Of the six candidates, the MRC interviewed and selected four to recommend for appointment by the Council.

If Council chooses to accept the MRC's recommendation and appointment of the four new commissioners to the MRC, they will be sworn in after the first of the year 2024.

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Trevorr Beaver application
Janet Landmark application
Jamasa Sattler application

William O'Daniel application
Les Weidner application
Angela Rhodes application

STRATEGIC GOAL:

N/A

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Thu, 11/02/2023 - 5:03am
67.210.195.3

Name

Trevorr Beaver

Street Address

[REDACTED]

City, State, Zipcode

Madras

Phone

[REDACTED]

Email

[REDACTED]

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

I am currently an Environmental, Health and Safety Specialist. As part of my job I enjoy diving into specific regulations that pertain to the problem at hand, as well as, making decisions for the greater good of the team.

Previous Experience

I am a current member of the Madras Budget Committee and Madras Airport-Industrial Committee.

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8890>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Mon, 11/13/2023 - 7:24am
166.181.250.235

Name

Janet Landmark

Street Address

[REDACTED]

City, State, Zipcode

Madras, OR 97741

Phone

[REDACTED]

Email

[REDACTED]

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

Business owner in Jefferson County since 2004
Small building construction, retail, office management, advertising

Previous Experience

Member of Merchant Committee Lakeview, OR (1995-1999)

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8900>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Tue, 11/07/2023 - 7:30pm
134.215.177.135

Name

Jamasa Sattler

Street Address

[REDACTED]

City, State, Zipcode

Madras OR 97741

Phone

[REDACTED]

Email

[REDACTED]

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

I have a business background and currently serve on the city budget committee. I have an interest in becoming more involved in city government

Previous Experience

Madras Area Community Action Team, staff
JC H. O. P. E, board member, volunteer
Served on many community committees in years past

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8898>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Tue, 11/07/2023 - 1:50pm
67.59.66.201

Name

William O'Daniel

Street Address

City, State, Zipcode

97741

Phone

Email

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission.

Relevant Experience

Courses in Housing and Urban Development taken at Arizona State University. Bachelor's Degree in Business Financial Management at Northern Arizona University. Business owner with a construction background.

Previous Experience

Previous President of The Pines HOA (4 years), Previous President of Jefferson County Little League (3 years). Former General Manager of Inn at Cross Keys Station (6 years).

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8897>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>

Submission information

Form: [Get Involved Interest Form](#) [1]
Submitted by Visitor (not verified)
Sat, 10/28/2023 - 1:10pm
134.215.60.252

Name

Les H. Weidner

Street Address

[REDACTED]

City, State, Zipcode

Madras, OR 97741

Phone

[REDACTED]

Email

[REDACTED]

Committee Interested In

Tell Us Where You're Interested In Serving

Madras Redevelopment Commission

Relevant Experience

I am 74 years old and have been retired for 10 years. My career was in Corporate (Management) Accounting, Municipal Program Management, and College Administration. I am currently a volunteer at the Madras Community Food Pantry, and serve as Secretary of the Board. I can bring thoughtful, relevant ideas to the Commission. I am invested in Madras with it being my present home. I have a vision for Madras that I would like to share and develop. My vision coincides with the 2019 Urban Revitalization Study. I have attended the University of Houston, and Southern Methodist University. I have an Associates Degree from Galveston College.

Previous Experience

While employed at the Norfolk Redevelopment and Housing Authority (2001-2008) I managed a First-time Homebuyers Program funded by the Department of Housing and Urban Development. Specific funding was through the HUD HOME Program and their Community Development Block Grant (CDBG). Roughly 25 - 30 families were assisted each year. This experience (as well as previous Accounting management experience) allowed me to successfully collaborate with homebuyers, lenders, realtors, builders and government entities. My last employment (2008 - 2013) was as an Administrative Assistant to the Vice President of Administration at Galveston College. In this position I communicated with all departments of the College, assisted department heads with their Budgets and maintained Budgets for all College construction projects.

Source URL: <https://www.ci.madras.or.us/node/5112/submission/8886>

Links

[1] <https://www.ci.madras.or.us/administration/webform/get-involved-interest-form>



RECEIVED
DEC 6 2023

N. Sneed via Hand Delivery

CITY OF MADRAS COMMISSION APPLICATION

Thank you for expressing interest in serving on a City of Madras ("City") Commission. Completed and signed applications can be mailed, hand delivered or emailed to the attention of City Recorder at 125 SW "E" Street, Madras, Oregon 97741, madrasinfo@ci.madras.or.us. Applications will be reviewed by the Commission (or its designee) to determine whether an interview is appropriate. If an interview is determined to be appropriate, you will be contacted to set up a date and time.

Print or type the required information. Please answer every applicable question. If additional space is needed, please attach a separate sheet. Because this application may be used for investigative purposes, DO NOT misstate or omit any material facts or information. Statements made in this application are subject to verification.

Date of Application: 12-6-2023

APPLICANT INFORMATION (GENERAL)

Rhodes Angela C
Last Name First Name Middle Initial

[Redacted Address Line]

Address City State Zip

Telephone No: [Redacted] Same
Home Cellular

Email Address: [Redacted]

Have you resided within City's incorporated limits during the immediately preceding 12 months: Yes No

Length of residency: 40 (years) and _____ (months)

Are you over the age of 18? Yes No Are you a registered voter? Yes No

Occupation/Employer: SELF

Business/Employer Address: 81 SE 5th Street Madras OR

Business/Employer Telephone Number: NONE

Business/Employer E-mail Address: NONE

EDUCATION

Did you graduate from high school or receive an equivalent diploma: Yes No

Name of college(s) or university(ies) attended, if any:
N/A

Certificates, degrees, etc. earned:

N/A

Have you ever served on a City of Madras Commission, board, or committee? Yes No

If yes, please specify:

MRC

Please describe your volunteer and/or community involvement:

Ass Board member ON Davis River Bd

Why are you interested in serving on this Commission?

they need me

Are you available for evening meetings? Yes No

Are you available for daytime meetings? Yes No

Please initial next to each paragraph and sign where indicated below.

 I certify that all information and statements made or provided in connection with this application are true and complete in all respects.

By signing below, I hereby affirm, certify, and agree with the following: (1) I have read and understand this application and agree with its contents; and (2) this application is a public record subject to inspection in accordance with Oregon law.

Applicant Signature

Date

12-6-2023

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **RESOLUTION 23-2023**
**A RESOLUTION OF THE CITY OF MADRAS AUTHORIZING THE
INSTALLATION OF NO PARKING SIGNS ON HALL STREET BETWEEN US
97/US 26 AND THE WEST TERMINUS.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves Resolution 23-2023.

OVERVIEW:

Resolution 23-2023 approves the installation of "No Parking" signs on Hall Road from the intersection of US 97/US 26 to the dead end of Hall Road on the west end. Passage of the resolution allows the police department to enforce the rule and issue citations as needed.

STAFF ANALYSIS:

Hall Road was developed in conjunction with the development of Love's Travel Center from the intersection of US HWY 97/US HWY 26 west approximately 744 linear feet to it's current terminus. The City's Transportation Master Plan designates Hall Road as a Major Collector and show it being extended to OR 361 (Culver Hwy). Per the City of Madras Public Improvement Design and Construction Standards, parking is not allowed on Major Collectors. This is consistent with other Major collectors in town (J Street, City View, and B Street). It has come to the attention of the Public Works Department that parking is occurring on Hall Road and in an effort to enforce the standard, the Public Works Director is recommending "No Parking" signs be installed along both sides of the roadway. This will help law enforcement enforce the rule.

Staff recommends approving the resolution.

FISCAL INFORMATION:

Signs and posts cost approximately \$200 per location. It's estimated the total cost for purchase and installation of the "No Parking" signs is approximately \$2,200. The Transportation Operations Repairs and Materials budget can absorb the cost without any changes to levels of service.

SUPPORTING DOCUMENTATION:

Resolution 23-2023

STRATEGIC GOAL:

Goal 3C

RESOLUTION NO. 23-2023

A RESOLUTION OF THE CITY OF MADRAS AUTHORIZING THE INSTALLATION OF NO PARKING SIGNS ON HALL STREET BETWEEN US 97/US 26 AND THE WEST TERMINUS.

WHEREAS, the City of Madras (the "City") has all the powers that the constitutions, statutes, and common law of the United States and Oregon expressly grant or allow City; and

WHEREAS, pursuant to City Ordinance No. 834 (the "Traffic Ordinance"), the Madras City Council (the "Council") is authorized to designate no parking on City streets and enforce prohibitions of parking on certain City streets; and

WHEREAS, pursuant to ORS 810.010(3), the Council is the road authority for all highways, roads, streets, and alleys, other than state highways, within the boundaries of the City; and

WHEREAS, in accordance with the City's Public Improvement Design and Construction Standards adopted via Ordinance, parking is not allowed on Major Collectors; and

WHEREAS, Hall Road is designated as a Major Collector and parking is not permitted; and

WHEREAS, law enforcement officers are wanting to enforce the rule of no parking on Hall Road.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Madras that:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Hall Street Traffic Exclusions; Signage. Subject to applicable law, including, without limitation, the Traffic Ordinance, the Council hereby authorizes the exclusion (prohibition) of vehicle parking along Hall Road. Upon the passage of this Resolution, City's Public Works Department and Police Department, will coordinate the installation of such signs in accordance with applicable provisions of the Uniform Manual on Traffic Control Devices.
3. Effective Date of Exclusion; Enforcement. The exclusion (prohibition) contained in this Resolution will be effective when the signs giving notice thereof are posted as required under Section 2 of this Resolution. Thereafter, law enforcement agencies are authorized to enforce the prohibition contained herein subject to and in accordance with applicable law, including, without limitation, the Traffic Ordinance.
4. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid,

unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors. This Resolution will become effective immediately upon its passage by the Council and signing by the Mayor.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this _____ day of _____, 20_____.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **RESOLUTION NO. 24-2023, A RESOLUTION OF THE CITY OF MADRAS FOR A CITY-INITIATED ANNEXATION OF APPROXIMATELY 42 ACRES COMPRISING A PORTION OF CITY-OWNED REAL PROPERTY IDENTIFIED AS JEFFERSON COUNTY ASSESSOR'S MAP AND TAX LOT 1114070000100 AND AUTHORIZATION FOR CITY TO MAKE APPLICATION FOR A CORRESPONDING URBAN GROWTH BOUNDARY AMENDMENT.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council approve Resolution No 24-2023.

OVERVIEW:

The Community Development Department is working with the Bean Foundation to establish a new Master Plan for the Yarrow development which requires amending the City's Urban Growth Boundary (UGB) and city limits (annexation). Adjusting these boundaries will provide the City and the Bean Foundation more land available for development that is adjacent to existing infrastructure, which reduces development complexity, costs, and thereby improves the likelihood of housing development occurring. As specified in the recent Council approved Real Property Transfer and Satisfaction Agreement between the City and the Bean Foundation, for the time being the City owns the majority of the land that Bean Foundation would like to Master Plan and adjust the UGB and city limits. Because the City owns the land, the City Council is required to authorize any land use actions being proposed on the property. Furthermore, the City Attorney has recommended that the City Council pass a resolution to establish that the City Council consents to the forthcoming annexation proposal and that there are no "electors" in the annexation area. Accordingly, staff will present Resolution No. 24-2023 to the City Council to be considered for approval at their December 12 , 2023 meeting. If approved, City staff will coordinate efforts with the Bean Foundation and consultant team to commence public hearings on the UGB amendment and annexation.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Resolution No. 24-2023
Real Property Transfer and Satisfaction Agreement -Bean Foundation - Fully Executed

STRATEGIC GOAL:

N/A

RESOLUTION NO. 24-2023

A RESOLUTION OF THE CITY OF MADRAS FOR A CITY-INITIATED ANNEXATION OF APPROXIMATELY 42 ACRES COMPRISING A PORTION OF CITY-OWNED REAL PROPERTY IDENTIFIED AS JEFFERSON COUNTY ASSESSOR'S MAP AND TAX LOT 1114070000100 AND AUTHORIZATION FOR CITY TO MAKE APPLICATION FOR A CORRESPONDING URBAN GROWTH BOUNDARY AMENDMENT

WHEREAS, Madras Municipal Code ("MMC") Section 18.70.020 permits the Madras City Council ("Council") to initiate a petition for annexation by adopting a resolution;

WHEREAS, MMC Section 18.75.010 permits the Council to initiate an application for amendment of the Madras Comprehensive Plan, including amendments to City of Madras ("City") urban growth boundary ("UGB");

WHEREAS, City is the owner of the real property identified as Jefferson County Assessor's Map and Tax Lot 1114070000100 ("Tax Lot 100");

WHEREAS, Tax Lot 100 is partially located within the UGB and City's jurisdictional boundaries (i.e. City limits);

WHEREAS, City desires and intends to reconfigure the portion of Tax Lot 100 located within the UGB and City limits by withdrawing approximately 42 acres of Tax Lot 100 from the UGB and City limits (the "Withdrawal Area") and replacing it with a different portion of Tax Lot 100 consisting of 42 acres (the "Annexation Area");

WHEREAS, the Council will initiate withdrawal of the Withdrawal Area by a separate resolution;

WHEREAS, the Council desires to initiate annexation of the Annexation Area and to authorize City's application for a corresponding amendment to the UGB such that the Withdrawal Area will be excluded from the UGB and the Annexation Area will be included in the UGB.

NOW, THEREFORE, BE IT RESOLVED, by and through the Madras City Council meeting in regular session as follows:

1. Findings. In addition to the above-stated findings contained in this Resolution No. 24-2023 (this "Resolution"), which are hereby adopted, the Council adopts the following findings:

a. There are no electors residing or registered within the Annexation Area.

2. Annexation Area. Attached as Exhibit A is a preliminary legal description of the Annexation Area. Attached as Exhibit B is a map generally depicting the Annexation Area.

3. Consent and Authorization. The City, by and through the Council, hereby consents and authorizes a petition for annexation of the Annexation Area and corresponding application for an amendment to the Comprehensive Plan to adjust the UGB consistent with the lands proposed for withdrawal and annexation. Council authorizes the City Administrator, or designee, to execute any documents necessary to memorialize such consent and to file appropriate petitions and applications.

4. Public Hearing. Council dispenses with submitting the question of the proposed annexation to the voters. A public hearing before the City’s Planning Commission on the proposed annexation will be scheduled for January 3, 2024 at 6:30 PM at City Hall. A public hearing on the proposed annexation before Council will be scheduled on February 13, 2024 at 5:30 PM at City Hall. City staff is directed to provide notice of the foregoing public hearing in the manner prescribed by applicable law. City reserves all rights to postpone, continue, and otherwise adjust the scheduling of public hearings.

5. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, rule, regulation, restriction, code, or ordinance includes the law, rule, regulation, restriction, code, or ordinance as now in force and hereafter amended. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the Madras City Council and signed by the mayor on this ____ day of _____, 2023.

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder



AKS ENGINEERING & FORESTRY
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 F: (503) 563-6152

AKS Job #9057-04

OFFICES IN: BEND, OR | KEIZER, OR | THE DALLES, OR | TUALATIN, OR | VANCOUVER, WA | WHITE SALMON, WA

EXHIBIT A

Urban Growth Boundary and City of Madras City Limits Addition

A portion of Parcel 2 of the Partition Plat No. 2010-09, recorded as Microfilm Number 2010-3786, Deed Records of Jefferson County, located in the Northeast One-Quarter and Southeast One-Quarter of Section 7, Township 11 South, Range 14 East, Willamette Meridian, Jefferson County, Oregon, and being more particularly described as follows:

Commencing at the southwest corner of Parcel 1 of Partition Plat No. 2002-12, recorded as Microfilm Number 2002-5926, Deed Records of Jefferson County; thence along the west line of Parcel 2 of said Partition Plat No. 2010-09, South 00°15'35" West 303.96 feet to the Urban Growth Boundary (UGB) limits line and the City of Madras city limits line and the Point of Beginning; thence along said UGB limits line and said city limits line on the following courses: South 69°29'50" East 419.01 feet; thence South 22°53'30" East 568.60 feet; thence South 56°09'41" East 251.84 feet; thence South 20°24'37" East 257.22 feet; thence South 33°53'19" East 345.24 feet; thence South 13°18'01" East 636.80 feet; thence South 41°07'25" East 29.14 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the left (with a radial bearing of North 69°51'04" East) with a Radius of 811.00 feet, a Central Angle of 32°47'38", an Arc Length of 464.19 feet, and a Chord of South 36°32'45" East 457.88 feet; thence South 52°56'34" East 100.88 feet to said UGB limits line and said city limits line; thence along said UGB limits line and said city limits line, South 21°47'55" East 38.41 feet; thence leaving said UGB limits line and said city limits line on a non-tangent curve to the right (with a radial bearing of North 55°02'29" West) with a Radius of 659.00 feet, a Central Angle of 11°14'27", an Arc Length of 129.29 feet, and a Chord of South 40°34'44" West 129.08 feet; thence along a compound curve to the right with a Radius of 379.00 feet, a Central Angle of 54°17'01", an Arc Length of 359.08 feet, and a Chord of South 73°20'28" West 345.80 feet; thence along a compound curve to the right with a Radius of 529.00 feet, a Central Angle of 47°22'39", an Arc Length of 437.43 feet, and a Chord of North 55°49'42" West 425.07 feet to a point of non-tangency; thence South 64°46'49" West 316.44 feet; thence along a non-tangent curve to the right (with a radial bearing of North 64°06'38" East) with a Radius of 650.00 feet, a Central Angle of 13°51'31", an Arc Length of 157.22 feet, and a Chord of North 18°57'36" West 156.84 feet to said UGB limits line and said city limits line; thence along said UGB limits line and said city limits line on the following courses: North 46°54'09" East 89.82 feet; thence North 21°53'31" East 198.47 feet; thence North 07°51'12" West 212.24 feet; thence North 23°50'29" West 341.53 feet; thence North 52°36'21" West 644.53 feet to the west line of Parcel 2 of said Partition Plat No. 2010-09; thence along said west line and said UGB limits line and said city limits line, North 00°15'35" East 1229.81 feet to the Point of Beginning.

The above described tract of land contains 42.0 acres, more or less.

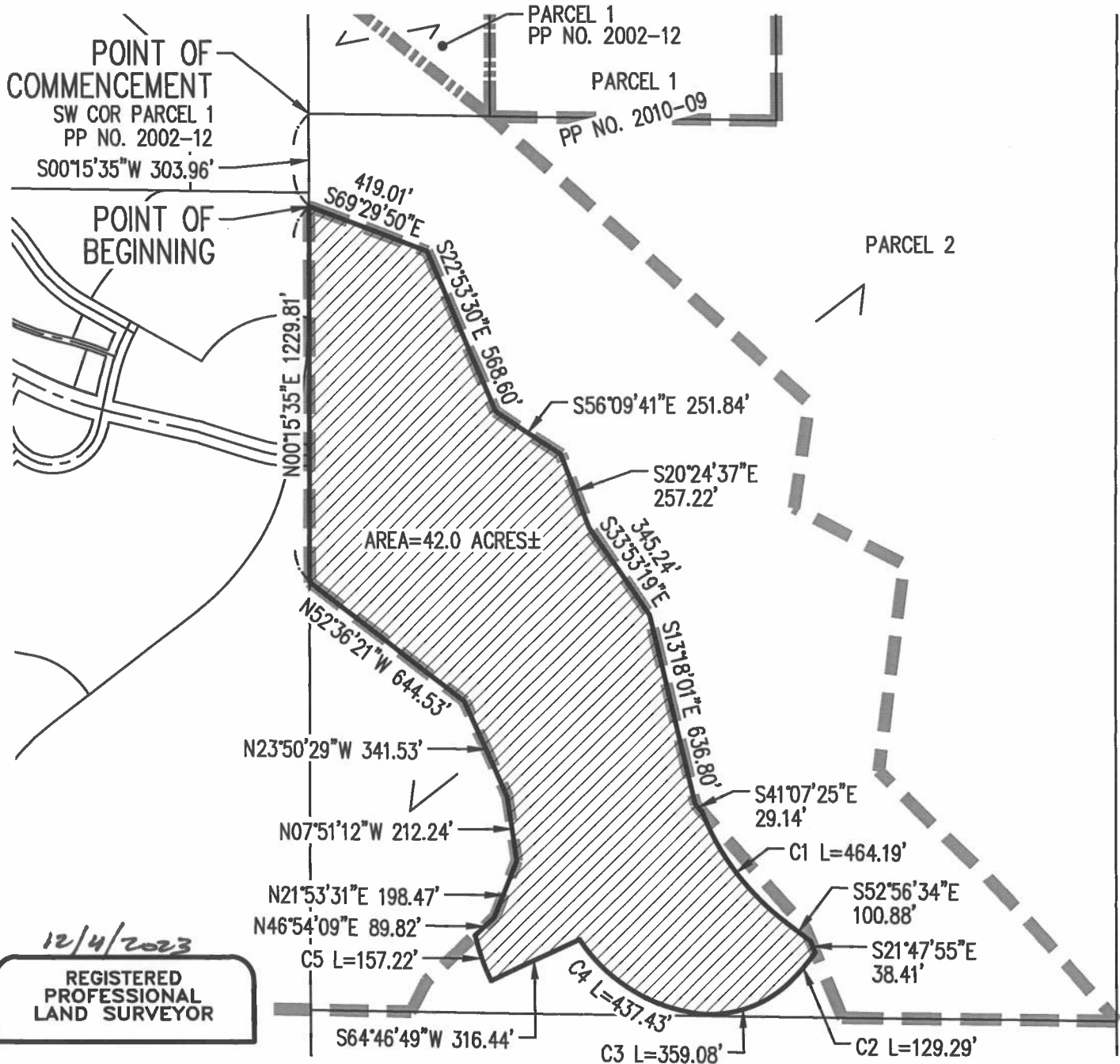
12/4/2023
**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Michael S. Kalina

**OREGON
 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS
 RENEWS: 6/30/25**

EXHIBIT B

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2010-09,
 LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
 TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
 JEFFERSON COUNTY, OREGON



12/4/2023

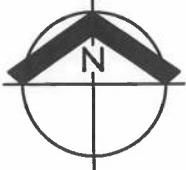
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Michael S. Kalina

OREGON
 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS

RENEWS: 6/30/25

SEE PAGE 2 FOR CURVE DATA
 SCALE: 1"=500 FEET



AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD, STE 100
 TUALATIN, OR 97062
 503.563.6151 WWW.AKS-ENG.COM



URBAN GROWTH BOUNDARY &
 CITY OF MADRAS CITY LIMITS
 ADDITION

TL 11140700 00100	
DRWN: WCB	CHKD: MSK
AKS JOB: 9057-04	EXHIBIT B

EXHIBIT B

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2010-09,
 LOCATED IN THE NORTHEAST 1/4 & SOUTHEAST 1/4 OF SECTION 7,
 TOWNSHIP 11 SOUTH, RANGE 14 EAST, WILLAMETTE MERIDIAN,
 JEFFERSON COUNTY, OREGON

CURVE TABLE

CURVE	RADIAL BEARING	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD
C1	N69°51'04"E	811.00'	32°47'38"	464.19'	S36°32'45"E 457.88'
C2	N55°02'29"W	659.00'	11°14'27"	129.29'	S40°34'44"W 129.08'
C3		379.00'	54°17'01"	359.08'	S73°20'28"W 345.80'
C4		529.00'	47°22'39"	437.43'	N55°49'42"W 425.07'
C5	N64°06'38"E	650.00'	13°51'31"	157.22'	N18°57'36"W 156.84'

12/4/2023

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR



OREGON
 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS

RENEWS: 6/30/25

AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD, STE 100
 TUALATIN, OR 97062
 503.563.6151 WWW.AKS-ENG.COM



URBAN GROWTH BOUNDARY &
 CITY OF MADRAS CITY LIMITS
 ADDITION

TL 11140700 00100

DRWN: WCB	CHKD: MSK
AKS JOB: 9057-04	EXHIBIT B

REAL PROPERTY TRANSFER AND SATISFACTION AGREEMENT

This Real Property Transfer and Satisfaction Agreement (this "Agreement") effective as of the Effective Date (as defined below) is entered into between City of Madras ("City"), an Oregon municipal corporation, and Bean Foundation, Inc. ("Bean"), an Oregon non-profit corporation. For purposes of this Agreement, the term "Effective Date" means the date this Agreement is fully executed by the parties.

RECITALS:

- A. City and Bean are owners of contiguous parcels of real property located within City's incorporated limits.
- B. In 2004, Bean received and entertained a firm offer to purchase all Bean's real property contiguous to real property owned by City. At that time, representatives of City approached Bean with a plan which would require Bean to reject the pending offer and join City to form a strategic relationship designed to attract skilled and historically successful developers to create a master planned community on the contiguous parcels (later known as the Yarrow subdivision).
- C. In keeping with the concept to create a master planned community on the contiguous parcels, City and Bean issued a request for qualifications and after reviewing the responses, City and Bean selected Madras Land Development Company ("MLDC"). City, Bean, and MLDC then commenced three-way negotiations to reach agreements between each entity.
- D. During the negotiations, Bean realized that a real property purchase and sale agreement would not permit Bean to receive real property sale proceeds which would equal the present value of the real property sale proceeds from the third-party offer referenced above. Therefore, Bean agreed to a purchase price payment plan which included a base purchase price and an additional purchase price mechanism. This price mechanism preserved the then-present value of the real property for Bean, met the investment needs of MLDC, and was consistent with City's development plan.
- E. As a result of the negotiations, the following three agreements were executed: (a) City and MLDC entered into a Purchase and Sale Agreement dated September 15, 2005 (the "MLDC Agreement") for the sale of certain real property owned by City; (b) Bean and MLDC entered into a Purchase and Sale Agreement dated October 31, 2005 for the sale of 183 acres of real property owned by Bean (the "Bean Property"); and (c) an agreement between City and Bean dated December 18, 2006, which assured Bean's right to receive the additional purchase price (which had been deferred through the additional purchase price mechanism) if City's real property was not sold to MLDC pursuant to the MLDC Agreement.
- F. Many of the basic assumptions underlying the three agreements described above, including the timing and size of future growth of the Urban Growth Boundary ("UGB") and the growth rate in Central Oregon (in particular, Madras), proved incorrect. Furthermore, there had been a general recession in the national and local economies, particularly in construction and residential development.

G. City and Bean continued to remain committed to a long-term vision of a master planned community on the properties owned by each. MLDC appeared to have the same long-term vision.

H. MLDC requested renegotiation of its original agreements with Bean and City. City, by and through an Option Agreement dated December 8, 2009 (the "City Option Agreement"), entered a new agreement with MLDC. The City Option Agreement included a MLCD option to purchase 67 acres of real property owned by City and City's agreement to negotiate with MLCD in good faith regarding another 542 acres of City-owned real property for a total of 609 acres (the "City Property"). Bean entered into a separate revised agreement with MLDC that was an Option Agreement dated March 3, 2010 (the "Bean Option Agreement"), which included certain Bean real property that MLDC had not purchased to date (the "Remaining Bean Property"). MLDC agreed to pay Bean a modified base purchase price and an additional purchase price of seven percent (7%) of the purchase price of each buildable residential lot on Bean real property purchased under the Bean Option Agreement. Bean further agreed with MLDC to pay City one-seventh (1/7) of the additional purchase price proceeds received by Bean under the Bean Option Agreement to be used by City for amenities in the Yarrow subdivision. Further, MLDC agreed to pay Bean an additional purchase price of six percent (6%) of the purchase price of each residential buildable lot on City Property sold to unrelated third-party purchasers.

I. If all City Property was not purchased and developed under the City Option Agreement, Bean would not receive full compensation for the value of the Bean Property because the additional purchase price would not be paid. Therefore, on or about November 9, 2010, the parties entered into a certain agreement (the "2010 Agreement") in which City agreed to compensate Bean upon the occurrence of certain events and Bean agreed to remain committed to maintain the vision of the Yarrow master plan.

J. Under the 2010 Agreement, Bean agreed to provide City a "Final Compensation Calculation" (as that term is defined in Sections 2 and 3 of the 2010 Agreement) as of the date that any one of the following events occurred: (a) the City Option Agreement terminated pursuant to Section 2.1 of the City Option Agreement; (b) MLDC failed to exercise its option on the property as described in Section 3 of the City Option Agreement; (c) MLDC defaulted upon or terminated its agreements with Bean; or (d) December 8, 2023.

K. MLDC terminated its agreements with Bean and City.

L. Pursuant to the 2010 Agreement, City had the option to retain or dispose of the City Property upon occurrence of any event described in Section 3 of the 2010 Agreement.

M. City chose to retain its City Property. As a result, the Remaining Bean Property was immediately released from any obligation under the 2010 Agreement and City was obligated to pay the Final Compensation Calculation to Bean by either (a) certified check, or (b) delivery of a warranty deed to 120 acres of City Property to Bean, subject to reduction by a fraction stated in the 2010 Agreement, upon Bean's demand to pay the obligation in full.

N. Bean elected to exercise its remedies under the 2010 Agreement.

O. Pursuant to Section 6 of the 2010 Agreement, City elected to completely satisfy any and all obligations pursuant to the 2010 Agreement by delivery of a warranty deed to 119.58 acres of City Property to Bean in accordance with the reduction described in Section 6(b) of the 2010 Agreement.

AGREEMENT

NOW, THEREFORE, for the consideration set forth below, and the mutual covenants and agreements contained herein, including the recitals which are incorporated herein by reference, which are relied upon by the parties and which constitute part and parcel of this Agreement, and other good and valuable consideration the receipt and sufficiency of which is expressly acknowledged by the parties, City and Bean hereby agree as follows:

1. Conveyance of Property and Full Satisfaction of 2010 Agreement.

1.1 Conveyance and Satisfaction of Obligations. In full satisfaction of all City's obligations arising out of or under the 2010 Agreement, City will transfer and convey to Bean via warranty deed approximately 119.58 acres of City Property (the "Conveyed Property") located within Parcel 2 of Partition Plat No. 2010-09 (the "Parcel"), which Conveyed Property is described and depicted on the attached Exhibit A. City will transfer and convey the Conveyed Property to Bean subject to all liens, restrictions, and adverse claims then affecting the Conveyed Property subject to Section 1.4. The parties hereby agree that for any property conveyed, any area subject to a BPA Utility Easement shall not be included in the computation of the 119.58 acres notwithstanding the Conveyed Property may be conveyed subject to the BPA Utility Easement.

1.2 Parcel Partition. Bean acknowledges and understands that City does not presently own a parcel of land that precisely consists of 119.58 acres. Upon execution of this Agreement, City will undertake all reasonable actions necessary to expeditiously partition the Parcel to create the Conveyed Property, subject to the terms and conditions contained in this Agreement.

1.3 Time Limits and Title Insurance. City will convey the Conveyed Property to Bean (a) ninety (90) days after written notice by Bean (provided the Parcel has been lawfully partitioned in accordance with Section 1.2), or (b) ten (10) years after the Effective Date of this Agreement, whichever is sooner. City will furnish Bean, at City's cost and expense, an ALTA Standard Coverage Owner's Policy of Title Insurance issued by Western Title & Escrow Company concerning the Conveyed Property. The title insurance policy will be in an amount reasonably and mutually determined by Bean and City and will insure title is vested in Bean against any loss or damage by reason of defect in title, subject to the terms and conditions contained in this Agreement (including, without limitation, Section 1.1 and Section 1.4).

1.4 Title Report. Bean obtained the Ownership and Encumbrances Report with General Index and Liens dated December 23, 2022 (Order No. WTO246832) (the "Title Report") covering the Conveyed Property attached hereto as Exhibit B. Bean hereby accepts the Title Report and all "Exceptions" to title identified therein.

2. Release of Claims. In consideration of City's covenant to convey title to the Conveyed Property to Bean, Bean waives, releases, acquits, and forever discharges City for, from, and against any and all obligations, claims, demands, liabilities, and/or causes of action arising out of or related to the 2010 Agreement, except for the rights and performance expressly provided or reserved under this Agreement.

3. Property Inspection.

3.1 Inspections and Studies. Prior to conveyance of the Conveyed Property, Bean may perform reasonable tests, engineering studies, surveys, environmental analyses or studies, soil tests, and other inspections, studies and tests on the Conveyed Property as Bean may deem necessary, at Bean's cost and expense. Bean shall, at its sole expenses, restore the Conveyed Property to the condition in which it existed prior to any tests, studies, surveys, environmental analysis, and/or inspections which Bean conducts on the Conveyed Property.

3.2 Indemnification. Bean shall defend, indemnify and hold City and City's officers, employees, agents, independent contractors, and invitees (collectively "City's Agents") harmless for, from and against any claim, loss, liability, lien or damage arising from any entry and/or activities on the Conveyed Property by Bean and/or its officers, agents, employees and/or independent contractors (collectively, "Bean's Agents"); provided, however, that Bean shall have no obligation to indemnify, defend or hold harmless City and/or City's Agents for any claim, loss, liability, lien or damage if and to the extent caused by the acts or omissions of City and/or City's Agents. City agrees to cooperate in good faith with Bean and Bean's Agents to answer all questions that Bean or Bean's Agents ask about the Conveyed Property.

4. Yarrow Master Plan. Bean hereby covenants that the Conveyed Property shall be developed consistent with the Yarrow Master Plan and City of Madras Development Code, as each may be amended, supplemented, modified, replaced or adopted. Notwithstanding anything contained in this Agreement to the contrary, Bean understands and agrees that the Yarrow Master Plan will include and incorporate a trail system located within the Conveyed Property and Bean will coordinate with City for trailhead location and trail alignments. The parties agree to work collaboratively for the creation and incorporation of the trail system. The parties acknowledge that a trail system currently exists within the Conveyed Property and City shall cause to be removed any personal property related to the trail system prior to the conveyance set out in Section 1.1.

5. Project Approvals. The parties hereby agree to cooperate in good faith, and consistent with applicable law, in the execution of documents required of Bean in connection with its attempt to obtain any Project Approvals (as defined below) concerning the Conveyed Property. "Project Approvals" means all applications, improvement plans, boundary adjustments or subdivision of existing parcels, drawings and specifications, site plans, permits, building permits, licenses, entitlement approvals, agreements, documents and other instruments necessary or appropriate to obtain from any government or quasi-governmental entities or agencies for Bean's intended development of the Conveyed Property consistent with Bean's covenants in Section 4 of this Agreement. City acknowledges that some Project Approvals may be sought prior to City's conveyance of the Conveyed Property to Bean. This Section 5 does not limit City's

jurisdictional or regulatory authority as lawfully provided and any approvals or applications shall be subject to state and local laws and regulations.

6. [this section intentionally left blank]

7. Default; Notice. Subject to the terms and conditions contained in this Agreement, a party will be deemed in default under this Agreement if the party fails to perform the party's obligations under this Agreement. Prior to any party declaring the other party in default, the non-defaulting party must provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable.

8. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and any future acts contemplated herein, shall be paid by the party incurring such costs and expenses, whether or not the conveyance occurred.

9. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to City: City of Madras
 Attn: City Administrator
 125 SW E Street
 Madras, OR 97741

With a Copy to: Jeremy M. Green
 Bryant, Lovlien & Jarvis PC
 591 SW Mill View Way
 Bend, OR 97702
 green@bljlawyers.com

If to Bean: Bean Foundation
 Attn: Executive Director

35 SE C Street, Suite D
Madras, OR 97741

With a copy to: Jered Reid
35 SE C Street, Suite D
Madras, OR 97741
jeredwreid@gmail.com

10. Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.
11. Entire Agreement; Survival. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The parties' representations, warranties, covenants, and other obligations contained in this Agreement will survive the conveyance of the Conveyed Property and will not merge with or into the warranty deed.
12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
13. No Third-Party Beneficiaries. Any agreement contained, expressed or implied in this Agreement shall be only for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and such agreements shall not inure to the benefit of the obligees of any indebtedness of any party hereto, it being the intention of the parties hereto that no person shall be deemed a third-party beneficiary of this Agreement, except to the extent a third party is expressly given rights herein.
14. Amendment and Modification; Waiver. No provision of this Agreement may be amended, modified, waived, or discharged unless such amendment, waiver, modification, or discharge is agreed to in writing by City and Bean. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
15. Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other

jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. Notwithstanding anything contained in this Agreement to the contrary, the parties' obligations under this Agreement will be performed, and remain subject to, all applicable federal, state, and local laws, regulations, and/or ordinances.

16. Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Bean will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

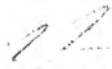
17. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement is not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

18. Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf") format shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:
City of Madras,
an Oregon municipal corporation




Mike Lepin
Its: Mayor

10/24/2023

Date

BEAN:
Bean Foundation, Inc.,
an Oregon nonprofit corporation



George Neilson
Its: President

11/02/23

Date

Exhibit A
Conveyed Property – Depiction and Description

[attached]

EXHIBIT A1: EXISTING LAND OWNERSHIP

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS

LEGEND:




-  MASTER PLAN (MP) AREA BOUNDARY
-  EXISTING BPA EASEMENT BOUNDARY
-  EXISTING PROPERTY LINE
-  URBAN GROWTH BOUNDARY (UGB)
-  LAND CURRENTLY OWNED BY BEAN FOUNDATION
-  LAND CURRENTLY OWNED BY CITY OF MADRAS (MP AREA ONLY)



EXHIBIT A2: PROPOSED LAND ACQUISITION

Total land acquired from City of Madras by Bean Foundation: 120.0 AC +/-

Total land within master plan area to remain owned by City of Madras: 71.4 AC +/-

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS. FUTURE RIGHT-OF-WAY (R.O.W.) ALIGNMENTS SHOWN ARE PRELIMINARY & SUBJECT TO CHANGE DURING LATER STAGES OF DESIGN PROCESS.

LEGEND:

--- MASTER PLAN AREA BOUNDARY

- - - EXISTING BPA EASEMENT BOUNDARY

- - - EXISTING PROPERTY LINE

--- PROPOSED AREA OF LAND ACQUISITION BOUNDARY

[Hatched Box] LAND CURRENTLY OWNED BY BEAN FOUNDATION

[Dark Hatched Box] LAND TO BE ACQUIRED FROM CITY OF MADRAS BY BEAN FOUNDATION

[White Box] LAND TO REMAIN CITY-OWNED (MP AREA ONLY)

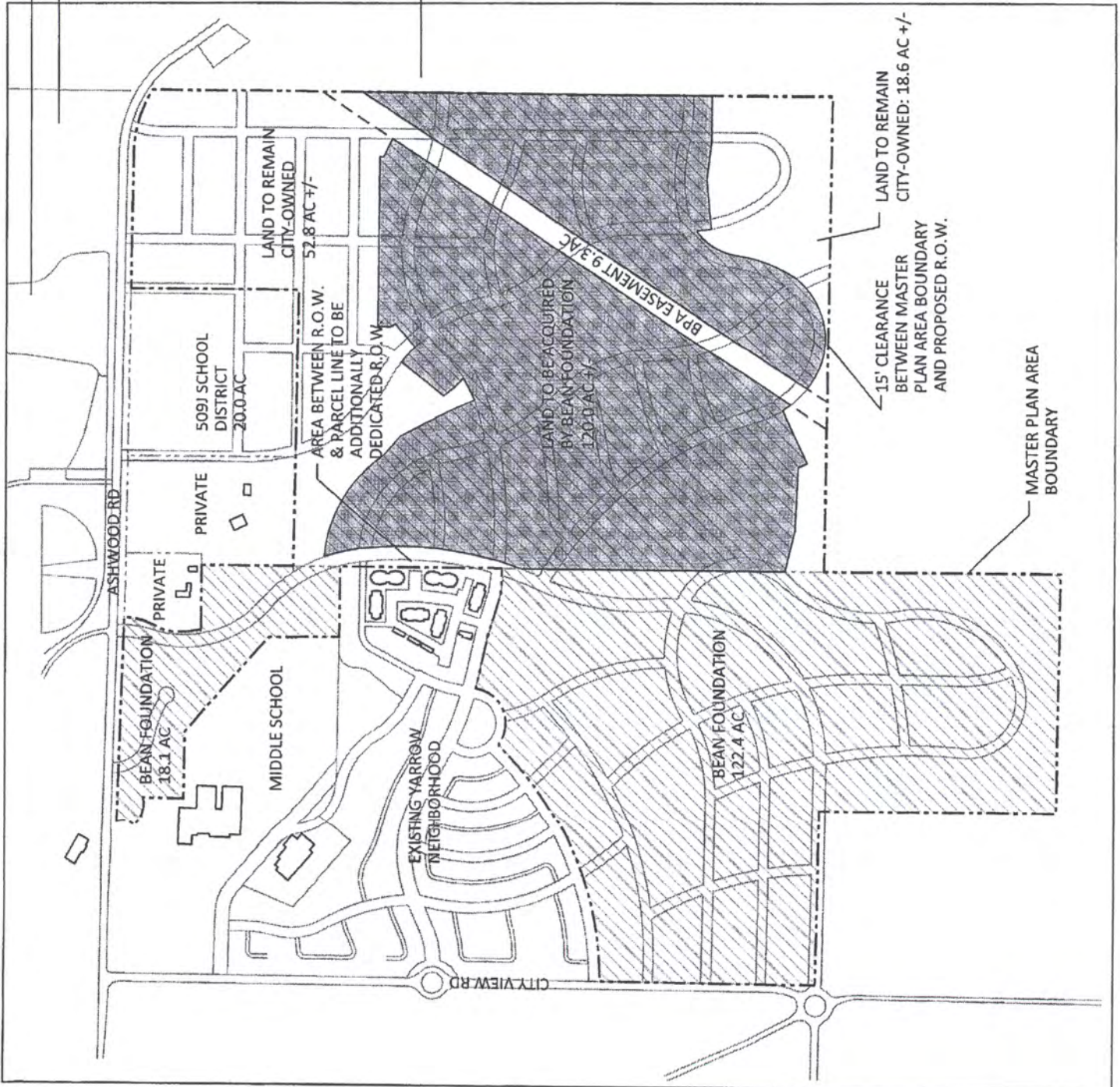


EXHIBIT A3: OPTIONAL LAND PURCHASE

Total land acquired from City of Madras by Bean Foundation: 138.5 AC +/-

Total land within master plan area to remain owned by City of Madras: 52.8 AC +/-

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS. FUTURE RIGHT-OF-WAY (R.O.W.) ALIGNMENTS SHOWN ARE PRELIMINARY & SUBJECT TO CHANGE DURING LATER STAGES OF DESIGN PROCESS.

LEGEND:

- MASTER PLAN AREA BOUNDARY
- - - EXISTING BPA EASEMENT BOUNDARY
- · - · - EXISTING PROPERTY LINE
- PROPOSED AREA OF LAND ACQUISITION BOUNDARY
- ▨ LAND CURRENTLY OWNED BY BEAN FOUNDATION
- ▩ LAND TO BE ACQUIRED FROM CITY OF MADRAS BY BEAN FOUNDATION
- ▧ OPTIONAL BEAN FOUNDATION PURCHASE
- LAND TO REMAIN CITY-OWNED (MP AREA ONLY)

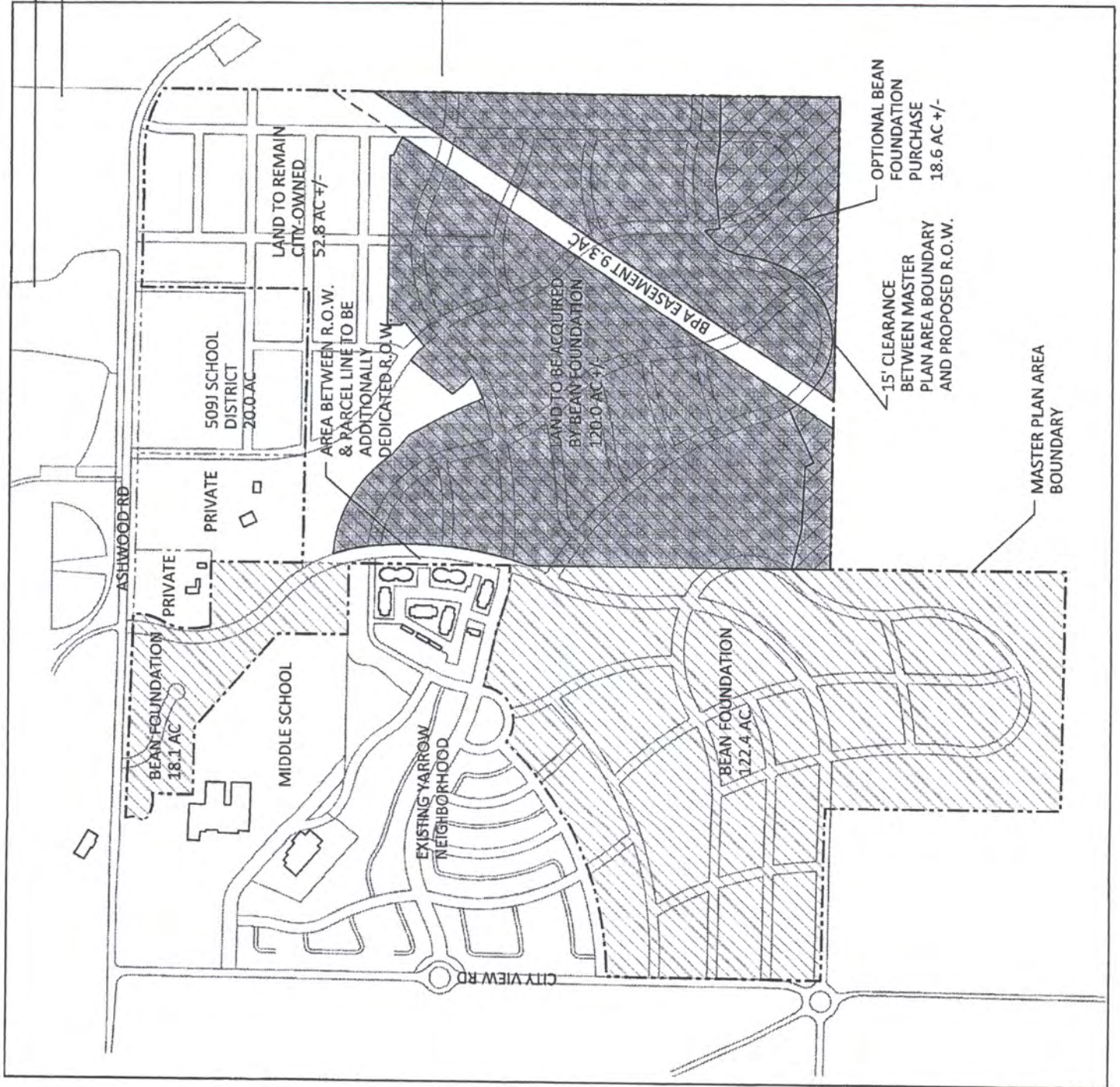


Exhibit B
Title Report

[attached]

Western Title & Escrow Company
Order No. WT0246832



60 SE 6th Street
(541)460-5107

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Law Office of Jered Reid
545 NE 7th St
Prineville, OR 97754

Order No.: WT0246832
Effective Date: December 23, 2022 at 05:00 PM
Charge: \$300.00

The information contained in this report is furnished by Western Title & Escrow Company (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

City of Madras

Premises. The Property is:

(a) Street Address:

No Address, Madras, OR 97741

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. The Land has been classified as Farm Use, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
2. City Liens, if any, of the City of Madras.
(Please contact the Title Department for a City Lien Search within 30 days of closing)
3. Regulations of North Unit Irrigation District, within which the above property lies, including levies, assessments, water and irrigation rights and easements for ditches and canals.

Coordination Agreement, including the terms and provisions thereof,

Recording Date: March 18, 2003
Recording No.: 2003-001285

4. The property lies within the boundaries of Deschutes Valley Water District and is subject to any charges or assessments levied by said District, and pipeline easements in connection therewith.
5. Any interest in any oil, gas and/or minerals, as disclosed by document

Entitled: Exchange Deed
Recording Date: April 20, 1955
Recording No: 26-540 (052680)

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Electric Cooperative, Inc., a cooperative corporation
Purpose: Right of Way
Recording Date: July 22, 1958
Recording No: 8-67 Miscellaneous Records (063442)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Central Electric Cooperative, Inc., a cooperative corporation
Purpose: Power Line
Recording Date: April 28, 1983
Recording No: 147456

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: United States of America, Department of Energy, Bonneville Power Administration
Purpose: See document
Recording Date: June 29, 1992
Recording No: 921919

Western Title & Escrow Company
Order No. WT0246832

9. Easements, conditions, restrictions and notes as delineated on or as offered for dedication on the recorded plat.

Plat: Partition Plat 2002-12
Recording Date: December 30, 2002
Recording No: 2002-5926

10. City of Madras Property Owner Consent to Annexation, including the terms and provisions thereof,

Recording Date: September 10, 2003
Recording No.: 2003-004730

11. Easements, conditions, restrictions and notes as delineated on or as offered for dedication on the recorded plat.

Plat: Partition Plat No. 2010-09
Recording Date: October 20, 2010
Recording No: 2010-3786

12. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023
Amount: \$12.13
Levy Code: 0010
Account No.: 17904
Map No.: 1114170000100

Fiscal Year: 2022-2023
Amount: \$84.14
Levy Code: 0020
Account No.: 17905
Map No.: 1114170000100

Fiscal Year: 2022-2023
Amount: \$1.79
Levy Code: 0080
Account No.: 17903
Map No.: 1114170000100

Fiscal Year: 2022-2023
Amount: \$152.40
Levy Code: 0110
Account No.: 2833
Map No.: 1114170000100

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Tyler Friesen
541-322-9288
titleofficersupport@westerntitle.com

Western Title & Escrow Company
60 SE 6th Street
Madras, OR 97741

EXHIBIT "A"
Legal Description

Parcel 2 of Partition Plat No. 2010-09 according to the official plat thereof, recorded October 20, 2010 as Microfilm No. 2010-3786 in the office of the County Clerk for Jefferson County, Oregon.

EXCEPTING THEREFROM that portion in Deed of Dedication, recorded February 11, 2022 as Microfilm No. 2022-0628 in the office of the County Clerk for Jefferson County, Oregon.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

Western Title & Escrow Company
Order No. WT0246832

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

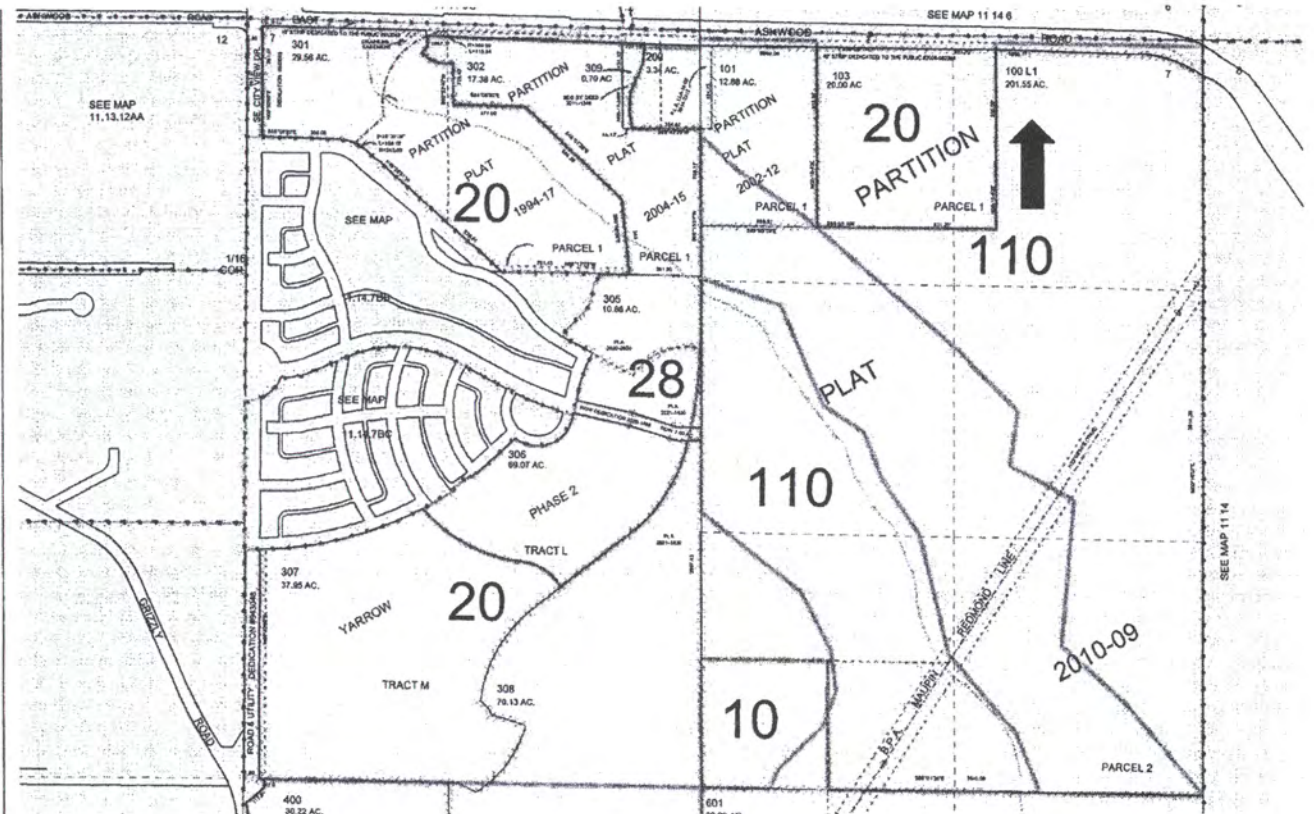
END OF THE LIMITATIONS OF LIABILITY



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



2604 111407000400
 2835 111407000500
 12645 111407000601



CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Rose Vanderschaegen, Interim Finance Director

Through: Will Ibershof, City Administrator

Subject: **A RESOLUTION OF CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO. 10-2023, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.**
Fee Resolution for Year 2023-2024

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Motion to approve Resolution No. 25-2023

OVERVIEW:

As part of the budget process, staff estimates any increases needed to maintain service levels.

STAFF ANALYSIS:

Each department submitted revisions they felt were necessary to the attached document. Many of the revisions were mainly intended to use round numbers for better transparency. Several new fees were established related to the enhanced code enforcement activities the city is undertaking. Also, it was necessary to create a fee to charge the Fire District for incorporating building permit fees into the city's billing system.

FISCAL INFORMATION:

Each department met and coordinated to update the fees as outlined in the attached document. Each fund will receive revenues as outlined in the Fee Resolution.

SUPPORTING DOCUMENTATION:

Resolution 25-2023 Fee Schedule Master Redlined
Resolution 25-2023 Fee Schedule Master Final

STRATEGIC GOAL:

NA

RESOLUTION NO. 10-2023

A RESOLUTION OF CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO.23-2022, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.

WHEREAS, the City of Madras has incurred increasing expenses for various services provided to residents of the City of Madras; and

WHEREAS, it is necessary to review on a regular basis and to bring current, fees and assessments charged by the City of Madras; and

WHEREAS, by adoption of this Resolution No. 10-2023 (this "Resolution"), the Madras City Council desires to amend, restate, supersede, and replace Resolution No. 23-2022 in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Madras as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Fee Schedule. City hereby adopts the following fee rate and schedule (as set forth below in this Section 2) as the current fees to be charged by City for City services such as permits, applications, licenses and other miscellaneous charges by City:

ADMINISTRATIVE FEES	AMOUNTS
<i>Building Permit</i>	Uniform Building Code
<i>City Review</i>	\$100.00
<i>Consent to Annex.</i>	\$150.00 \$46.00 plus \$5.00 each additional page
<i>County Recording Fee</i>	
<i>Demolition Permit</i>	Actual Cost
<i>Mechanical Permit</i>	County Building Dept.
	County Building Dept.
<i>Mobile Home/Manufactured Home Placement Permit</i>	County Building Dept.
<i>Non-Remonstrance (recording fee)</i>	\$46.00 plus \$5.00 each additional page
<i>Right-of-Way Permit includes Sidewalk (Excludes Franchises)</i>	\$100.00
<i>Sanitary Sewer Connection/Inspection Permit</i>	\$175.00
<i>Vacation (Streets, Alley Ways)</i>	Actual cost of service
<i>Water Connection/Inspection Permit</i>	\$125.00
<u>Jefferson County Fire District - administrative fee for billing/collecting Fire District permit fees</u>	<u>120% of amount billed</u>

CITY TAX AND BUSINESS APPLICATIONS	AMOUNTS
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<i>Auction License</i>	\$125.00/Day
<i>Year-Round Business License (Annual Fee for year-round operations, pro-rated 50% after</i>	
<i>Page 1 of 18</i>	Resolution No. 10-2023

January 1)

For profit - Inside City Limits (new applicant)

\$60.00

For profit - Inside City Limits (renewal)	\$50.00
For profit - Outside City Limits	\$65.00
Non-profit/exempt- Inside/Outside City Limits	\$0.00
Food carts (by location)	\$40.00
Seasonal Business License (i.e., street vendor, fruit stands, etc.)	\$40.00 each quarter
<i>Seasonal Business must meet the following: a) operate no longer than 90 days, b) business occurs wholly or primarily during one of the four seasons (e.g. spring, summer, fall, or winter) and c) occurs solely on private property, unless otherwise authorized to operate on public right-of-way.</i>	
Temporary Business License	\$40.00
<i>Temporary Business operates within the city for 30 days or less, and occurs on private property.</i>	
Administrative Fee for Replacement and/or changes on business license	No charge
Business License Late Penalty	10% per month of license balance
<i>(Per section 12.2 of Business Ordinance, not to exceed balance of license)</i>	
Business License List	\$20.00 + Postage
Liquor License Applications	
New Applications	\$100.00
Change-in-Ownership	\$75.00
Renewals or Temporary Applications	\$35.00
Medical Marijuana Dispensary Permit Application and Investigation Fees	
Initial Permit Application and Investigation Fee	\$200.00
Permit Renewal Application and Investigation Fee	\$70.00

GOLF COURSE RATES **AMOUNTS**

Standard Green Fees*	
9 Holes Week Days	\$18.00/Round
9 Holes Week End	\$20.00/Round
18 Holes Week Day	\$27.00/Round
18 Holes Week End	\$29.00/Round
Junior Rate (applies to children under 18 years of age)	\$1.00/Hole
Membership Initiation Fee (One-time fee assessed to new members only)	\$100.00
Annual Membership (Single Payment Option)	
Single	\$600.00/Year
Couple	\$700.00/Year
Senior Single (65 and older)	\$550.00/Year
Senior Couple (65 and older)	\$650.00/Year
Add Child to Any Membership (under the age of 18 living at home)	\$90.00/Year
Annual Membership (Monthly Payment Option)	
Single	\$54.00/Month
Couple	\$62.00/Month
Senior Single (65 and older)	\$49.00/Month
Senior Couple (65 and older)	\$58.00/Month
Add Child to Any Membership (under the age of 18 living at home)	\$10.00/Month

Cart Storage Fee

Electric Cart Storage	\$30.00/Month
Gas Cart Storage	\$20.00/Month
Range Tokens	\$3.00/small bucket
Trail Fee	
Annual	\$100.00/YR
9 holes	\$5.00/Day
18 holes	\$8.00/Day

The City has the ability to adjust green fees for, including but not limited to, weekday specials, tournaments, twilight, and winter rates.

AIRPORT **AMOUNTS**

Fuel Sales	
Jet A	Based on Market Rate set by Airport Manager
100LL Aviation Gasoline	Based on Market Rate set by Airport Manager
Hangar Rent	Based on Market Rate set by Airport Manager

Fuel Flowage Fee (per Ordinance No. 859) \$0.10 per Gallon
Other fees such as hangar rent, tie down fees, fuel sales, and similar airport use related fees are to be coordinated with airport management.

Airport Billing Late Fees \$25.00

LAND USE APPLICATIONS/ORDINANCES **AMOUNTS**

Annexation \$3,538.00

Accessory Dwelling Unit \$590.00

Appeals	
Planning Commission	\$590.00
City Council	\$1,769.00

City Code Enforcement Fee for Structural Building Permits: 10% of Community Development Structural Building Permit Fee

Comprehensive Plan Text Amendment \$10,613.00

Comprehensive Plan Amendment w/Rezone \$4,717.00

Conditional Use (Includes Site Plan Review)	
Project value less than \$12,500	\$858.00
Project value between \$12,500 - \$25,000	\$1,180.00
Project value between \$25,000 - \$50,000	\$1,394.00
Project value between \$50,000 - \$100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00+
Plus \$56 per each additional \$50,000 value	\$56.00/\$50,000

Copies	
Complete Municipal Code	\$295.00
Comprehensive Plan	\$59.00
Development Code	\$54.00
Public Improvement Design & Construction Standards	\$59.00
Storm Drainage Master Plan	\$30.00

Urban Forestry Management Plan	\$30.00
Transportation System Plan	\$59.00
Wastewater Master Plan	\$59.00
City of Madras Zoning Map	\$30.00
Development Plans & Maps	
Full Size - Color	\$35.00
Full Size - Black and White	\$24.00
Declaratory Ruling	
Type II	\$884.00
Type III	\$1,179.00
DMV License Review Fee	\$27.00
Extension Request	\$236.00
Final Plat Review Application	
<u>Major (Subdivision)</u>	\$590.00
<u>Minor (Lot Line Adjustment and Partition)</u>	<u>\$295.00</u>
Administrative Flood Review	\$5,896.00
Floodway Review	\$590.00
Floodplain Review	\$236.00
Home Occupation	\$3,216.00
Infrastructure Review: Mfg. Home & RV Parks & Cottage Clusters	\$1,769.00
Land Partition	\$89.00
Land Use Application Notification Postage	\$236.00
Land Use Hearing Public Notice (Newspaper)	\$1,000 \$1,179.00
Landscape Security Deposit (Residential/Commercial/Industrial)	79.00
Lot Line Adjustment	\$590.00
Lot of Record Determination	\$2,948.00
Master Plan Review, Less than 5 Acres	\$1,769.00
Master Plan Review, More than 5 Acres	\$4,717.00
<u>Medical and/or Recreational Marijuana Land Use Review</u>	\$1,769.00
<i>(New Construction will require site plan review and applicable fees will apply)</i>	
Modification of Application	50% of original application fees
Modification of Approval and or Conditions of Approval	50% of original application fees
<i>Modification or Waiver of Residential Development & Design Standards 25% of original site plan review fees</i>	
Public Hearing facilitated by Planning Commission and/or City Council	\$590.00
Public Hearing facilitated by Hearings Officer	\$2,358.00
Reimbursement District (plus actual costs)	\$884.00
Sign	
New	Face

Change	\$295.00
Temporary Special Permit	\$118.00
	\$177.00

Site Plan Review

Project value less than \$12,500	\$858.00
Project value between \$12,500 - 25,000	\$1,179.00
Project value between \$25,000 - 50,000	\$1,394.00
Project value between \$50,000 - 100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00 +
Plus \$66 per each additional \$50,000 value	\$ 66.00/\$50,000

Subdivision \$2,358 + \$94/Lot

Temporary Use \$295.00

Technology Fee (per application) \$263.00

Urban Reserve Area Development Review

Subdivision	\$590.00 + \$30.00/lot
Partition	\$590.00

Wireless Communication Tower Review (Type II & Type III):

Project Value less than \$12,500	\$858.00
Project value between \$12,500 - \$25,000	\$1,179.00
Project value between \$25,000 - \$50,000	\$1,394.00
Project value between \$50,000- \$100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00
Plus \$55 per each additional \$50,000 in value	\$55.00/\$50,000

Vacation

Petition Fee	\$118.00
Vacation Fee Deposit*	\$884.00
(*If costs exceed the calculated minimum deposit, the petitioner is responsible to pay the additional services provided by the City)	

Variance

Major	\$1,769.00
Minor	\$884.00

Development Code Text Amendment \$4,717.00

Zoning Review

Land Use Zoning Review	\$295.00
New or Expanded Structures	

- \$241.00 + .006 X Valuation \$ 0 to \$300,000
- \$2,171.00 + .005 X Valuation \$300,001 to \$1,000,000
- \$5,630.00 + .004 X Valuation \$1,000,001 to \$5,000,000
- \$23,075.00 + .002 X Valuation Over \$5,000,000

For Example: A structure valued at \$450,000.00 would be figured as follows:

$$\$2,171.00 + (\$450,000.00 \times .005 = \$2,250) = \$4,421.00$$

No New or Expanded Structures \$107.00

Zoning Verification

Modified Zoning review application

MISCELLANEOUS

\$236.00 per request

\$100.00 per request

MISCELLANEOUS

AMOUNTS

Equipment Rental/Operator-Equipment rental is operated (1 hour minimum).

Aqua Tech	\$450.00/Hour
Backhoe	\$200.00/Hour

Boom Truck	\$150.00/Hour
Grader	\$275.00/Hour
Loader	\$200.00/Hour
Roller	\$100.00/Hour
Sander	\$250.00/Hour
Street Sweeper	\$400.00/Hour
Tractor	\$100.00/Hour
Water Truck	\$175.00/Hour
Dump Truck	\$170.00/Hour
Mechanical Weed Sprayer (including rig)	\$100.00/Hour

**A standard operator fee of \$75.00 per hour is included in the rental price stated above with the exception of the Aqua Tech which includes two operators (time based on 15 minute increments)*

Traffic Control Device Rental

No rental fee; Refundable deposit required.

A \$200.00 security deposit is required for each order of traffic control devices. The deposit will be refunded if returned in good condition within two weeks of drop-off. If items are lost or damaged, and exceed the collected security deposit, applicant is responsible to reimburse the City for actual cost of damages or loss.

Conference/Meeting Room Rentals (requires meeting room rental permit)

Available Facilities (When not in use by the City):

- 1) General Aviation Building- Conference Room (Airport)
- 2) City Hall Council Chambers
- 3) City Hall Council Work Room
- 4) Conference Room

Typical Availability:

Monday through Friday (excluding holidays)

Hours Available (if not reserved):

8 a.m. to 5 p.m.

For Profit Organizations

Week Day Room Rental	\$50.00/Day
Week Day Room Rental (incl. any food/drink or catering brought into the room)	\$100.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

Non-Profit Organizations

Week Day Room Rental	\$25.00/Day
Week Day Room Rental (incl. any food/drink or catering brought into the room)	\$50.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

Non-Standard- Outside office hours, weekends, holidays Additional \$50.00/Hour for staff

Non-Sufficient Funds Check Charge \$35.00

Nuisance Enforcement Fee 20% of required Com. Dev. Structural Bldg Permit Fee

Stop Payment Fee \$35.00

Weed Abatement	Cost + 10% (not less than \$30 and not to exceed \$100.00)
Weed Abatement (Filing and Collection fee for unpaid bills)	\$100.00
Lien Search Fee (both electronic and manual searches)	\$30.00 per account search
Administrative Theft of Services Fee (damage to water meters or sewer services)	\$100.00+
(Plus actual costs to replace the damaged property will also be billed to the account)	

SPECIAL EVENT FEES

Events involving public right of ways (i.e. streets, trails, bike paths):

- Non-Profit and Private Events: No charge for non-profit community events that are sponsored by legally established non-profit organizations or by a group of individuals that are sponsoring the event for community benefit and without profit making intent.
- For Profit Events: Private "for profit" organizations will be assessed a \$50 charge for a one day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.

Events involving city parks:

- Non-Profit and Private Party Events: There is no fee for reserving city parks for non-profit community or private events. It is the responsibility of the permittee to secure the permitted location the day of your event. The City does not rope off or sign reserved areas. Community events that benefit the residents of Madras will take precedence over private party applications.
- For Profit Events: The City of Madras reserves the right to charge "For Profit" entities a fee for utilizing city parks for money making events. Private "for profit" organizations will be assessed a \$50 charge for a one- day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.
- Use of city water and electricity for events: There is a \$25 fee per event for the use of city utilities for events. Does not apply to Non-Profit Organizations.

POLICE DEPARTMENT

AMOUNTS

Audio Tape Copies	\$30.00/Case File
Impound Fee (Each Offense)	\$75.00/Neuhicle
Photographic Copies	\$30.00/Case File
Police Protection Service	\$50.00/Hr/Officer
Report Copies (Crime/Incident Reports)	\$10.00/Case File
Video Tape Copies	\$30.00/Case File
Digital Recordings	\$30.00/Case File

PUBLIC RECORDS REQUEST

AMOUNTS

(Refer to Public Records Request Policy for Additional Information)

Attorney Fees	Actual Cost
Audio Tapes (each)	\$15.00
Disks, Compact (each; CDs provided by the City due to risk of viruses)	\$15.00
Fax Machine (limited to 25 pages)	
Transmission	\$2.00 first page; \$0.50/add'l page
Electronic Mail	No Cost
No cost to transmit public records requests via E-mail; however, may be subject to labor costs.	
Financial Statement/Audit or Budget Reports	\$35.00
Labor Costs (chargeable in quarter hour increments)	\$40.00/hour
Maps and Plans	
Color	\$30.00
Black and White	\$20.00
Photo Copies	
Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$3.75/page
Postage or Delivery	
(Postage or Courier Fees)	Actual Cost

Additional Charges

If a request is of such magnitude and nature that compliance will disrupt City's normal operation, City may impose such additional charges as are reasonably necessary to reimburse City for its actual costs of producing the requested public records.

PUBLIC WORKS

AMOUNTS

Plan Review, Quality Assurance Administration and Inspection Fee

Deposit required prior to review of plans and will be held by the City thru end of project. Actual costs will be taken from deposit and any remaining amount will be refunded. Eligible costs include but are not limited to City Engineer, City Engineer sub-consultants, geotechnical services, traffic engineering services, structural engineering services, environmental permitting services, legal fees, staff time, equipment costs, office supplies, copying fees, recording fees, postage, additional testing materials, additional testing services, inspection permits and inspection fees. If costs exceed the calculated minimum deposit, the developer/applicant is responsible to pay the additional services provided by the City. Deposit minimum amount determined by using following table:

<u>Estimated Cost of Infrastructure Improvement(s):</u>			<u>Deposit:</u>	
\$ 0	to	\$ 10,000	\$ 1,500	
\$ 10,001	to	\$ 20,000	\$ 1,500 + 10% over \$ 10,000	
\$ 20,001	to	\$ 50,000	\$ 2,500 + 8% over \$ 20,000	
\$ 50,001	to	\$ 80,000	\$ 4,900 + 6% over \$ 50,000	
\$ 80,001	to	\$100,000	\$ 6,700 + 4% over \$80,000	

\$100,001	to	\$300,000	\$ 7,500 + 2% over \$100,000
\$300,001	to	\$500,000	\$11,500 + 1% over \$300,000
\$500,001	to	And Over	\$13,500 + 0.5%

over\$500,000

Billing rate for plan review, quality assurance administration, inspection and testing

Public Works Director	\$125.00/Hour
Public Works Inspector (other than Public Works Director)	\$75.00.00/Hour
Administrative Assistant/Clerical	\$50.00.00/Hour

All hourly rates based on whole hour increments

All other costs, professional services and testing billed at actual cost plus 15%.

Photo Copies

Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$1.00/page

Postage or Delivery

(Postage or Courier Fees)	Actual Cost
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Reimbursement District Formation Fee

Deposit and actual costs to be paid in same methodology as the Plan Review/Quality Assurance fee, or as approved by the Public Works Director.

Sidewalk in Lieu of Fee

\$100.00/per linear feet of street frontage

Fee to be paid in lieu of constructing sidewalks in accordance with the City's Sidewalk Ordinance 921.

Sewer Rates

Camera Fee with Two Operators	\$350.00/Hour
Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill)	\$145.70

Sewer System Usage (RV Dump Station)

Individual RV dump station use	\$5.00/use
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Sewer Monthly Fees

1 EDU = 195 Gallons per Day or 782 Cubic Feet per month. New construction may be required to provide a separate meter for landscaping and one for domestic use. Sewer rates for developments with separate domestic use meters will be billed monthly according to the current meter readings. Existing development without a separate meter for domestic use, will be billed for sewer service based on the meter readings taken during the winter months and will be reviewed and adjusted on an annual basis. (Charges are based on a flow rate method.) For seasonal businesses the calculated rates will be established based on a twelve month average use to account for seasonal trends. The City reserves the right to look at commercial/industrial users on a 12 month average.

Inside City Limits	\$72.85
Outside City Limits	2.5 times Inside City Limit rate (unless consent to annex waiver signed)

Initial accounts will be based on the table below:

A. Residential

Hotels/Motels/Motor Court/RV Park	1	EDU for management and
	0.5	EDU per room/space
Multiple Dwelling (Duplexes,	0.7	EDU per unit

Apartments and Trailer Courts)		
Senior Multi-Housing	1 0.8	EDU for management and EDU per additional unit
Single-Family Dwelling	1	EDU
Single-Family Dwelling with ADU	0.7	EDU per additional unit
B. Non-Residential		
Churches	1 1	EDU per 200 seats and EDU for kitchen
Government Buildings premises	1	EDU per 10 Individuals operating the
Hospitals/Nursing Homes administrators, and staff	1 1	EDU per 3 beds and EDU per 10 employees,
Schools students, staff	1	EDU per 30 individuals including teachers, administration, and other
C. Commercial/Industrial		
<i>Where more than one business occupies a building, each business will be considered separately.</i>		
Barber Shops	0.3	EDU per chair
Beauty Shops	0.5	EDU per chair
Bowling Alley space for	1 1	EDU per 10 lanes, plus EDU for 600 sq. ft. of gross floor serving food
Car Wash	1	EDU per two stalls
Civic Clubs, Lodges, Senior Centers Serving Food	1	EDU per 30 seats
Delicatessens other	1	EDU per 600 sq. ft. plus building or business EDU's
Dry Cleaners	1	EDU per 500 sq. ft.
Exercise Salon with no Pool or Gym	1	EDU per 1,500 sq. ft.
Grocery Stores	1	EDU for each 10 employees plus

	1	EDU for each food prep. room
Industrial <i>(Additional charges may be assessed for toxic discharges) Plus: Charges for process waters according to demand where 360.5 gallons@ BOD loading of 200 mg/l and TSS loading of 216 mg/l equals 1 EDU.</i>	1	EDU Per 10 Employees
Laundry, Coin Operated	0.5	EDU per washing machine
Medical, Dental, and Veterinary Clinics/Offices	1	EDU per 1,000 sq. ft.
Recreational Vehicle Dump Facility	1	EDU per dump outlet
Restaurants and	1	EDU per 17 person seating capacity
	1	EDU for each 10 employees
Restaurants, Drive-In and	1	EDU per 17 person seating capacity
	1	EDU for each 10 employees
Retail Stores, Service & Repair Shops, Banks, and General Offices (With the exception of Medical, Dental, and Veterinary)	1	EDU per 10 employees
Service Stations	2	EDUs
Spas and Recreational Facilities with Pool or Gym	1	EDU per 1,000 sq. ft.
Taverns/Lounges	1	EDU per 17 seats

Charges for facilities not listed will be based upon similar listed facilities, expected flows, and concentration of effluent or actual metering of water or wastewater.

SYSTEMS DEVELOPMENT CHARGES

The City adopts the Annual Updates for Inflation for periodic application of a cost index for all System Development Charges administrated by the City. The City adopted on April 23, 2019 additional System Development Exemptions to incentivize residential development, create jobs within the enterprise zone, and establish a schedule of typical transportation impacts within the C2 and C3 zones. Refer to Resolutions 10-2019, 11-2019, 12-2019, and 13-2019 for those exemptions and programs.

SDC Deferral Application Fee

\$200.00

~~\$250.00~~

Parks

- Single-Family Residential (i.e. one EDU)
- Duplex or Multi-Family Residential (per# units)
- Commercial (i.e. one EDU)

Industrial (i.e. one EDU)	\$2,358.40
<u>Wastewater SOC shall consist of both a reimbursement fee and an improvement fee.</u>	\$220.00 \$2
	<u>35.00</u>
	2358.00
	\$2,200.00
	\$2,200.00

Per meter capacity equivalent (MCE) per Wastewater System Development Charge Update November 2018.

Wastewater inside city limits (3/4 x 5/8 meter) ~~\$6500.00~~ ~~-\$6,499.75/MCE~~
 See chart for additional meter sizes, multiple family & lodging facility unit charges.

Wastewater outside city limits 2.5 times inside city limits rate*
 * = unless applicant has signed a Consent to Annex and One Year Waiver

Transportation ~~\$3083.00~~ ~~-\$3,083.61~~
 Per peak-hour person trip per current ITE manual & SOC Final Report methodology June 2019.

Storm Drainage ~~\$277.00~~
 Residential Drainage Equivalent (ROE) ~~\$277.12/RDE~~
 (3,000 Sq. Ft. Impervious Surface)
 Residential/Commercial/Industrial

Water ~~1704~~ ~~\$1,704.48/M~~
 CE

Per meter capacity equivalent (MCE) per Water Rate and System Development Charge Update March 2017. (1 MCE = 5/8" x 3/4 meter)

Water Rates

Backflow Device Testing by City Contractor Actual Costs
 Backflow Device Testing by City Staff- all devices \$80.00
 Cross-Connection Variance \$45.00

Meter Replacement/Test

3/4-inch Service \$50.00
 Larger Service Actual Cost

Meter Size Charges on Base (1st 500 cubic feet) \$43.35

Each 100 Cubic Feet (excess of 500 minimum) \$2.22/100 cu ft.

Portable Hydrant Meter Sales \$2.22/100 cu ft.

Repair Service -After 3:30 pm \$75.00 minimum fee plus (\$25.00 for each additional half hour)

Repair Service - During Office Hours (billed in half hour increments) \$25.00 per half hour
 (No Charge if Customer Installs Shut-Off Valve)

Utility Re-Connect Fee

Water Account \$40.00
 Sewer Account Only
 Sewer Disconnect Cap (must be dug up and capped at property line) \$250.00

Water/Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill) \$232.40

Water Meter Installation Fee

3/4-inch to 1.5 inch Service \$250.00

Larger Service Actual Cost of Meter and Meter Setter

Delinquency Letter Notice Fee \$5.00

Door Hanger Notice Fee \$25.00

Stop Payment Request Fee (for refund checks that customer has lost)

\$32.00


Other fees and charges may be charged to recover costs for city services as determined by the City Administrator.

3. Fee Schedule: Effective Date. This Resolution amends, replaces, restates, and supersedes Resolution No. 23-2022 in its entirety. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution (including the fees contained herein) will be in full force and effect from and after its approval and adoption.

BE IT FURTHER RESOLVED that these fees shall become effective on July 1, 2023.


ADOPTED by the City Council and signed by the Mayor this 13th day of June, 2023.

Ayes: 15
Nays: 2
Abstentions: 0
Absences:
Vacancies: --B-



Mike Lepin, Mayor

ATTEST:



Keli Pollock, City Recorder

RESOLUTION NO. 25-2023

A RESOLUTION OF CITY OF MADRAS AMENDING, RESTATING, SUPERSEDING, AND REPLACING RESOLUTION NO. 10-2023, WHICH RESOLUTION ESTABLISHED A FEE RATE AND SCHEDULE FOR CITY SERVICES, PERMITS, APPLICATIONS, LICENSES AND OTHER MISCELLANEOUS CHARGES.

WHEREAS, the City of Madras has incurred increasing expenses for various services provided to residents of the City of Madras; and

WHEREAS, it is necessary to review on a regular basis and to bring current, fees and assessments charged by the City of Madras; and

WHEREAS, by adoption of this Resolution No. 25-2023 (this "Resolution"), the Madras City Council desires to amend, restate, supersede, and replace Resolution No. 10-2023 in its entirety.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Madras as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.

2. Fee Schedule. City hereby adopts the following fee rate and schedule (as set forth below in this Section 2) as the current fees to be charged by City for City services such as permits, applications, licenses and other miscellaneous charges by City:

ADMINISTRATIVE FEES	AMOUNTS
Building Permit	Uniform Building Code
City Review	\$100.00
Consent to Annex	\$150.00
County Recording Fee	Actual Cost
Demolition Permit	County Building Department
Mechanical Permit	County Building Department
Mobile Home/ Manufactured Home Placement Permit	County Building Department
Non-Remonstrance (recording fee)	\$46.00 plus \$5.00 each additional page
Right-of-Way Permit includes sidewalk (Excludes Franchises)	\$100.00
Sanitary Sewer Connection/ Inspection Permit	\$175.00
Vacation (Streets, Alley Ways)	Actual cost of service
Water Connection/ Inspection Permit	\$125.00
Jefferson County Fire District	10% of amount billed
-administrative fee for billing/ collecting Fire District permit fees)	

City Tax and Business Applications	AMOUNTS
Auction License	\$125/ day
Year-Round Business License (annual Fee, pro-rated 50% after January 1	
For Profit Inside City limits (New Applicant)	\$60.00
For Profit – Inside City Limits (Renewal)	\$50.00
For Profit – (Outside City Limits)	\$60.00
Non-profit/ exempt – Inside / Outside City Limits	0.00
Food Carts (by location)	\$40.00
Seasonal Business License (i.e. Street Vendor, fruit stand, etc.)	\$40.00 per Quarter
<i>Seasonal Business must meet the following: a) operate no longer than 90 days, b) business occurs wholly or primarily during one of the four seasons (e.g. spring, summer, fall, or winter) and c) occurs solely on private property, unless otherwise authorized to operate on public right-of-way.</i>	
Temporary Business license	\$40.00
<i>Temporary Business operates within the city for 30 days or less, and occurs on private property.</i>	
Administrative Fee for Replacement and/ or Changes on business license	No Charge
Business License Late Penalty	10% per month of license balance
<i>(Per section 12.2 of Business Ordinance, not to exceed balance of license)</i>	
Business License list	\$20.00 + Postage
Liquor License	
New Applications	\$100.00
Change in Ownership	\$75.00
Renewals or temporary Applications	\$35.00
Medical Marijuana Dispensary Permit Application and investigation fees	
Initial Permit Application and Investigation Fee	\$200.00
Permit Renewal Application and Investigation Fee	\$70.00
Golf Course Rates	Amounts
Standard Green Fees	
9 Holes Week Days	\$18.00/Round
9 Holes Week End	\$20.00/Round
18 Holes Week Day	\$27.00/Round
18 Holes Week End	\$29.00/Round
Junior Rate (Applies To Children Under 18 Years Of Age)	1.00/Round

Membership Initiation Fee (One Time Fee To New Members	\$100
Annual Membership (Single Payment Option)	
Single	\$600.00/Year
Couple	\$700.00/Year
Senior- Single (65 And Older)	\$550.00/Year
Senior Couple (65 And Older)	\$650.00/Year
Add Child To Any Membership (Under18 Living At Home)	\$90.00/Year
Annul Membership	
Single	\$54.00/Month
Couple	\$62.00/Month
Senior- Single (65 And Older)	\$49.00/Month
Senior Couple (65 And Older)	\$58.00/Month
Add Child To Any Membership (Under18 Living At Home)	\$10.00/Month
Cart Storage Fee	
Electric Cart Storage	\$30.00/Month
Gas Cart Storage	\$20.00/Month
Range Tokens	\$3.00/small bucket
Trail Fee	
Annual	\$100.00/YR
9-Holes	\$5.00/Day
18-Holes	\$8.00/Day
<i>*The City has the ability to adjust green fees for, including but not limited to, weekday specials, tournaments, twilight, and winter rates.*</i>	

Airport	Amounts
Fuel Sales	
Jet A	Based on Market Rate set by Airport Manager
100LL Aviation Gasoline	Based on Market Rate set by Airport Manager
Hanger Rent	Based on Market Rate set by Airport Manager
Fuel Flowage Fee (Per Ordinance No.859)	\$0.10 per Gallon
Other fees such as hangar rent, tie down fees, fuel sales, and similar airport use related fees are to be coordinated with airport management.	
Airport Billing Late Fee	\$25.00

Land Use Application Ordinances	Amounts
Annexation	\$3,538.00
Accessory Dwelling Unit	\$590.00
Appeals	
Planning Commission	\$590.00
City Council	\$1769.00
Code Enforcement	
10% of Community development Structure building permit fee	
Comprehensive Plan Text Amendment	\$10613.00
Comprehensive Plane Amendment w/Rezone	\$4717.00
Conditional Use (Includes Site Plan Review)	
Project value less than \$12,500	\$858.00
Project value between \$12,500 - \$25,000	\$1,180.00
Project value between \$25,000 - \$50,000	\$1,394.00
Project value between \$50,000 - \$100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00+
Plus \$56 per each additional \$50,000 value	\$56.00/\$50,000
Copies	
Complete Municipal Code	\$295.00
Comprehensive Plan	\$59.00
Development Code	\$54.00
Public Improvement Design & Construction Standards	\$59.00
Storm Drainage Master Plan	\$30.00
Urban Forestry Management Plan	\$30.00
Transportation System Plan	\$59.00
Wastewater Master Plan	\$59.00
City of Madras Zoning Map	\$30.00
Development Plans & Maps	
Full Size - Color	\$35.00
Full Size - Black and White	\$24.00
Declaratory Ruling	
Type II	\$884.00
Type III	\$1,179.00
DMV License Review Fee	\$27.00
Extension	\$236.00
Request	
Final Plat Review Application	

Major (Subdivision)	\$590.00
Minor (Lot Line Adjustment and Partition)	\$295.00
Administrative Flood Review	\$5,896.00
Floodway Review Floodplain Review	\$590.00
Floodway Review Floodplain Review	\$236.00
Home Occupation	\$3,216.00
Infrastructure Review: Mfg. Home & RV Parks & Cottage Clusters	\$1,769.00
Land Partition	\$89.00
Land Use Application Notification Postage)	\$236.00
Land Use Hearing Public Notice (Newspaper	\$1,000.00
Landscape Security Deposit (Residential/Commercial/Industrial)	\$590.00
Lot Line Adjustment	\$2,948.00
Lot of Record Determination	\$1,769.00
Master Plan Review, Less than 5 Acres	\$4,717.00
Master Plan Review, More than 5 Acres	\$1,769.00
<u>Medical and/or Recreational Marijuana Land Use Review</u>	
<i>(New Construction will require site plan review and applicable fees will apply)</i>	
Modification of Application	50% of original application fees
Modification of Approval and or Conditions of Approval	50% of original application fees
Modification or Waiver of Residential Development & Design Standards	25% of original site plan review fees
Public Hearing facilitated by Planning Commission and/or City Council	\$590.00
Public Hearing facilitated by Hearings Officer	\$2,358.00
Reimbursement District (plus actual costs)	\$884.00
Sign	
New	\$295.00
Face change	\$118.00
Temporary Special Permit	\$177.00
Site Plan Review	
Project value less than \$12,500	\$858.00
Project value between \$12,500 -	\$1,179.00
Project value between \$25,000 -	\$1,394.00
Project value between \$50,000 -	\$1,608.00
Project value greater than \$100,000	\$1,822.00 +
Plus \$66 per each additional \$50,000 value	\$ 66.00/\$50,000
Subdivision	\$2,358 + \$94/Lot

Temporary Use	\$295.00
Technology Fee (per application)	\$263.00
Urban Reserve Area Development Review	
Subdivision	\$590.00 + \$30.00/lot
Partition	\$590.00
Wireless Communication Tower Review {Type II & Type III}:	
Project Value less than \$12,500	\$858.00
Project value between \$12,500 - \$25,000	\$1,179.00
Project value between \$25,000 - \$50,000	\$1,394.00
Project value between \$50,000- \$100,000	\$1,608.00
Project value greater than \$100,000	\$1,822.00
Plus \$55 per each additional \$50,000 in value	\$55.00/\$50,000
Vacation	
Petition Fee	\$118.00
Vacation Fee Deposit*	\$884.00
(*If costs exceed the calculated minimum deposit, the petitioner is responsible to pay the additional services provided by the City)	
Variance	
Major	\$1,769.00
Minor	\$884.00
Development Code Text Amendment	\$4,717.00
Zoning Review	
Land Use Zoning Review	\$295.00
New or Expanded Structures	
\$241.00 + .006 X Valuation \$ 0 to \$300,000	
\$2,171.00 + .005 X Valuation \$300,001 to \$1,000,000	
\$5,630.00 + .004 X Valuation \$1,000,001 to \$5,000,000	
\$23,075.00 + .002 X Valuation Over \$5,000,000	
<i>For Example: A structure valued at \$450,000.00 would be figured as follows:</i>	
<i>\$2,171.00 + (\$450,000.00 X .005 = \$2,250) = \$4,421.00</i>	
No New or Expanded Structures	\$107.00
Zoning Verification	\$236.00 per request

Miscellaneous	Amounts
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Equipment Rental/Operator-Equipment rental is operated (1 hour minimum).

Aqua Tech	\$450.00/Hour
Back hoe	\$200.00/Hour
Boom Truck	\$150.00/Hour

Grader	\$275.00/Hour
Loader	\$200.00/Hour
Roller	\$100.00/Hour
Sander	\$250.00/Hour
Street Sweeper	\$400.00/Hour
Tractor	\$100.00/Hour
Water Truck	\$175.00/Hour
Dump Truck	\$170.00/Hour
Mechanical Weed Sprayer	\$100.00/Hour

**A standard operator fee of \$75.00 per hour is included in the rental price stated above with the exception of the Aqua Tech which includes two operators (time based on 15 minute increments)*

Traffic Control Device Rental

No rental fee; Refundable deposit required.

A \$200.00 security deposit is required for each order of traffic control devices. The deposit will be refunded if returned in good condition within two weeks of drop-off. If items are lost or damaged, and exceed the collected security deposit, applicant is responsible to reimburse the City for actual cost of damages or loss

Conference/Meeting Room Rentals (requires meeting room rental permit)

Available Facilities (When not in use by the City):

- 1) General Aviation Building- Conference Room (Airport)
- 2) City Hall Council Chambers
- 3) City Hall Council Work Room
- 4) Conference Room

Typical Availability:

Monday through Friday (excluding holidays)

Hours Available (if not reserved):

8 a.m. to 5 p.m.

For Profit Organizations

Week Day Room Rental	\$50.00/Day
Week Day Room Rental (incl. any food/drink or catering brought into the room)	\$100.00/Day
Refundable Deposit (required on all room rentals)	\$100.00/Day

Non-Standard- Outside office hours, weekends, holidays Additional \$50.00/Hour for staff

Non-Sufficient Funds Check Charge \$35.00

Stop Payment Fee \$35.00

Weed Abatement Cost + 10% (not less than \$30 not to exceed \$100)

Weed Abatement (Filing and Collection fee for unpaid bills) \$100.00

Lien Search Fee (both electronic and manual searches) \$30.00 per search

Administrative Theft of Services Fee (damage to water meters or sewer services) \$100.00
 (Plus actual costs to replace the damaged property will also be billed to the account)

SPECIAL EVENT FEES

Events involving public right of ways (i.e. streets, trails, bike paths):

- Non-Profit and Private Events: No charge for non-profit community events that are sponsored by legally established non-profit organizations or by a group of individuals that are sponsoring the event for community benefit and without profit making intent.
- For Profit Events: Private "for profit" organizations will be assessed a \$50 charge for a one day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.

Events involving city parks:

- Non-Profit and Private Party Events: There is no fee for reserving city parks for non-profit community or private events. It is the responsibility of the permittee to secure the permitted location the day of your event. The City does not rope off or sign reserved areas. Community events that benefit the residents of Madras will take precedence over private party applications.
- For Profit Events: The City of Madras reserves the right to charge "For Profit" entities a fee for utilizing city parks for money making events. Private "for profit" organizations will be assessed a \$50 charge for a one-day event. Additional event days will be charged at a rate of \$25 per day. Events over 100 persons may be charged additional fees as determined appropriate by the City Administrator.
- Use of city water and electricity for events: There is a \$25 fee per event for the use of city utilities for events. Does not apply to Non-Profit Organizations.

POLICE DEPARTMENT

AMOUNTS

Audio Tape Copies	\$30.00/Case File
Impound Fee (Each Offense)	\$75.00/Neicle
Photographic Copies	\$30.00/Case File
Police Protection Service	\$50.00/Hr/Officer
Report Copies (Crime/Incident Reports)	\$10.00/Case File
Video Tape Copies	\$30.00/Case File
Digital Recordings	\$30.00/Case File

PUBLIC RECORDS REQUEST

AMOUNTS

(Refer to Public Records Request Policy for Additional Information)

Attorney fees	Actual Cost
Audio Tapes (each)	\$15.00
Disks, Compact (each; CDs provided by the City due to risk of viruses)	\$15.00
Fax Machine (limited to 25 pages)	\$2.00 first page; \$0.50/add'l page
Electronic Mail	No Cost

No cost to transmit public records requests via E-mail; however, may be

Financial Statement/Audit or Budget Reports \$35.00

Labor Costs (chargeable in quarter hour increments) \$40.00/hour

Maps and Plans

Color \$30.00

Black and white \$20.00

Photocopies

Letter (8 1/2" X 11") \$0.25/page

Legal (8 1/2" X 14") \$0.25/page

Non-Standard Size (11" X 17" or larger) Actual Cost

Certified Copies \$3.75/page

Postage or Delivery

(Postage or Courier Fees) Actual Cost

Additional Charges

If a request is of such magnitude and nature that compliance will disrupt City's normal operation, City may impose such additional charges as are reasonably necessary to reimburse City for its actual costs of producing the requested public records.

PUBLIC WORKS **Amounts**

Plan Review, Quality Assurance Administration and Inspection Fee

Deposit required prior to review of plans and will be held by the City thru end of project. Actual costs will be taken from deposit and any remaining amount will be refunded. Eligible costs include but are not limited to City Engineer, City Engineer sub-consultants, geotechnical services, traffic engineering services, structural engineering services, environmental permitting services, legal fees, staff time, equipment costs, office supplies, copying fees, recording fees, postage, additional testing materials, additional testing services, inspection permits and inspection fees. If costs exceed the calculated minimum deposit, the developer/applicant is responsible to pay the additional services provided by the City. Deposit minimum amount determined by using following table.

Estimated Cost of Infrastructure	Deposit
\$0.00to \$10,000	\$1,500.00
10,001 to 20,000	\$1,500+10% over \$10,000
20,001 to 50,000	\$2,500 + 8% over \$20,000
50,001 to 80,000	\$4,900 + %6 over \$50,000
80,001 to 100,00	\$6,700 + 4% over \$80,000
100,001 to 300,000	\$7,500 + 2% over \$100,000
300,001 to 500,000	\$11,500 + 1%b over \$300,000
500,001 and Over	\$13,500 + 0.5%

Billing rate for plan review, quality assurance administration, inspection and testing

Public Works Director	\$125.00/Hour
Public Works Inspector (other than Public Works Director) subject to labor	\$75.00/Hour
Administrative Assistant/Clerical	\$50.00/Hour

All hourly rates based on whole hour increments

All other costs, professional services and testing billed at actual cost plus 15%.

Photo Copies

Letter (8 1/2" X 11")	\$0.25/page
Legal (8 1/2" X 14")	\$0.25/page
Non-Standard Size (11" X 17" or larger)	Actual Cost
Certified Copies	\$1.00/page

Postage or Delivery

(Postage or Courier Fees)	Actual Cost
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Reimbursement District Formation Fee

Deposit and actual costs to be paid in same methodology as the Plan Review/Quality Assurance fee, or as approved by the Public Works Director.

Sidewalk in Lieu of Fee \$100.00/per linear feet of street frontage

Fee to be paid in lieu of constructing sidewalks in accordance with the City's Sidewalk Ordinance 921.

Sewer Rates

Camera Fee with Two Operators	\$350.00/Hour
Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill)	\$145.70

Sewer Monthly Fees

1 EDU = 195 Gallons per Day or 782 Cubic Feet per month. New construction may be required to provide a separate meter for landscaping and one for domestic use. Sewer rates for developments with separate domestic use meters will be billed monthly according to the current meter readings. Existing development without a separate meter for domestic use, will be billed for sewer service based on the meter readings taken during the winter months and will be reviewed and adjusted on an annual basis. (Charges are based on a flow rate method.) For seasonal businesses the calculated rates will be established based on a twelve month average use to account for seasonal trends. The City reserves the right to look at commercial/industrial users on a 12 month average

Inside City Limits	72.85
Outside City Limits	2.5 times Inside City Limit rate (unless consent to annex waiver signed)

Initial accounts will be based on the table below

A. Residential

Hotels/Motels/Motor Court/RV Park	1	EDU for Management
Multiple Dwelling (Duplexes Apartments and Trailer Courts)	0.7	EDU per unit
Senior Multi-Housing	1	For management
	0.8	Per additional unit
Single-Family Dwelling	1	EDU
Single-Family Dwelling with ADU	0.7	EDU per additional unit

B. Non Residential

Churches	1	EDU per 200 seats
Kitchens	1	EDU
Government Buildings	1	EDU per 10m individuals operating there
Hospitals/ Nursing Homes	1	EDU Per 3 beds
Administrators and Staff	1	EDU Per 10 employees
Schools	1	EDU per 30 individuals including students, teachers, administration, and other staff:

C. Commercial/ Industrial

Where more than one business occupies a building, each business will be considered separately.

Barber shops	0.3	EDU per chair
Beauty Shops	0.5	EDU per chair
Bowling Alley	1	EDU per 10 lanes
Space for serving food	1	EDU for 600 sq ft gloss floor
Car Wash	1	EDU per two stalls
Civic Clubs, Lodges, Senior Centers -Serving food	1	EDU per 30 seats
Delicatessens	1	EDU per 600 sq ft plus building or other businesses
Dry Cleaners	1	EDU per 500 sq ft
Exercise Salon with no pool or Gym	1	EDU per 1,500 sq ft
Grocery Stores	1	EDU for each 10 employees
	1	EDU for each prep room
Industrial	1	EDU per 10 employees
<i>(Additional charges may be assessed for toxic discharges) Plus: Charges for process waters according to demand where 360.5 gallons@ BOD loading of 200 mg/l and TSS loading of 216 mg/l equals 1 EDU</i>		
Laundry, Coin operated	.05	EDU per washing Machine

Medical, Dental, and veterinary Clinics/Offices	1	EDU per 1,000 Sq Ft
Recreational Vehicle Dump Facility	1	EDU Per dump outlet
Restaurants and Drive-ins	1	EDU per 17-person seating capacity
	1	EDU for each 10 employees
Retail stores, Service & Repair shops, Banks and general Offices (with exception of Medical, dental, and Veterinary)	1	EDU per 10 employees
Service Stations	2	EDUs
Spas and recreational Facilities with Pool or Gym	1	EDU per 1,000 sq ft
Tavern / Lounges	1	EDU per 17 seats

Charges for facilities not listed will be based upon similar listed facilities, expected flows, and concentration of effluent or actual metering of water or wastewater.

SYSTEMS DEVELOPMENT CHARGES

The City adopts the Annual Updates for Inflation for periodic application of a cost index for all System Development Charges administrated by the City. The City adopted on April 23, 2019 additional System Development Exemptions to incentivize residential development, create jobs within the enterprise zone, and establish a schedule of typical transportation impacts within the C2 and C3 zones. Refer to Resolutions 10-2019, 2019, and 13-2019 for those exemptions and programs.

SDC Deferral Application Fee **\$200.00**

Parks

Single-Family Residential (i.e. one EDU)	\$2358.40
Duplex or Multi-Family Residential (per# units)	\$220.00
Commercial (i.e. one EDU)	\$2200.00
Industrial (i.e. one EDU)	\$2200.00

Wastewater SOC shall consist of both a reimbursement fee and an improvement fee.

Per meter capacity equivalent (MCE) per Wastewater System Development Charge Update November 2018.

Wastewater inside city limits (3/4 x 5/8 meter) **\$6500.00MCE**

See chart for additional meter sizes, multiple family & lodging facility unit charges.

Wastewater outside city limits 2.5 times inside city limits rate*

* = unless applicant has signed a Consent to Annex and One Year Waiver

Transportation **\$3083.00**

Per peak-hour person trip per current ITE manual & SOC Final Report methodology June 2019.

Storm Drainage **\$277.00/RDE**

Residential Drainage Equivalent (ROE) (3,000 Sq. Ft. Impervious Surface)	
Residential/Commercial/Industrial	\$277.00

Water	\$1704.00MCE
Per meter capacity equivalent (MCE) per Water Rate and System Development Charge Update March 2017. (1 MCE = 5/8" x 3/4 meter)	
Water Rates	
Backflow Device Testing by City Contractor	Actual Costs
Backflow Device Testing by City Staff- all devices	\$80.00
Cross-Connection Variance	\$45.00
Meter Replacement/Test	
3/4-inch Service	\$50.00
Larger Service	Actual Costs
Meter Size Charges on Base (1st 500 cubic feet)	\$43.35
Each 100 Cubic Feet (excess of 500 minimum)	\$2.22/100 cu ft
Repair Service -After 3:30 pm	\$75.00 minimum fee plus (\$25.00 for each additional half hour)
Repair Service - During Office Hours (billed in half hour increments)	\$25.00 per half hour
<i>(No Charge if Customer Installs Shut-Off Valve)</i>	
Utility Re-Connect Fee	
Water Account	\$40.00
Sewer Account Only	
Sewer Disconnect Cap (must be dug up and capped at property line)	\$250.00
Water/Sewer Service Deposit (Non-Owner Occupied; 2 mo. minimum bill)	\$232.40
Water Meter Installation Fee	\$250.00
3/4-inch to 1.5 inch Service	Actual Cost of Meter and Meter setter
Larger Service	
Delinquency Letter Notice Fee	\$5.00
Door Hanger Notice Fee	\$25.00
Other fees and charges may be charged to recover costs for city services as determined by the City Administrator	

1. Fee Schedule: Effective Date. This Resolution amends, replaces, restates, and supersedes Resolution No. 10-2023 in its entirety. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution (including the fees contained herein) will be in full force and effect from and after its approval and adoption.

BE IT FURTHER RESOLVED that these fees shall become effective on January 1, 2024.

ADOPTED by the City Council and signed by the Mayor this 12th day of December, 2023.

Ayes: _____
Nays: _____
Abstentions: _____
Absences: _____
Vacancies: _____

ATTEST:

Mike Lepin, Mayor

Keli Pollock, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **ORDINANCE NO. 982, AN ORDINANCE OF THE CITY OF MADRAS AMENDING ORDINANCE NO. 975, AN ORDINANCE OF THE CITY OF MADRAS ANNEXING APPROXIMATELY 15.5 ACRES OF LAND LOCATED WEST OF HIGHWAY 26 AND NORTH OF OAK STREET AND ASSIGNING CITY ZONING DESIGNATIONS TO PROPERTIES WITHIN THE ANNEXED TERRITORY.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council approve Ordinance No. 982.

OVERVIEW:

On May 23, 2023 the City Council passed Ordinance No. 975 which annexed approximately 15 acres of land for which was approved by the Planning Commission and City Council on April 19, 2023 and May 9, 2023, respectively (File No. AX-22-1). To complete an annexation of territory into the city limits, the City is required to issue notices to the local taxing districts, franchise utility providers, and the Oregon Department of Revenue. In doing so, the City received notice from the Dept. of Revenue that the legal description in City Ordinance No. 975 had some errors. The City Attorney advised that the City Council consider passing an amending ordinance to correct the errors in the legal description. Accordingly, the City Engineer has revised the legal description describing the territory to be annexed. The City Attorney has prepared an amending Ordinance No.982 that includes the revised legal description of the territory to be annexed. At the December 12, 2013 City Council meeting staff will request that the City Council pass Ordinance No. 982. Should the Council pass Ordinance No. 982, staff will then submit this Ordinance to the Dept. of Revenue to consider approving the annexation and thereby causing effect of the City annexation action.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

None.

SUPPORTING DOCUMENTATION:

Ordinance No. 982
Ordinance No. 975

STRATEGIC GOAL:
N/A

ORDINANCE NO. 982

AN ORDINANCE OF THE CITY OF MADRAS AMENDING ORDINANCE NO. 975, AN ORDINANCE OF THE CITY OF MADRAS ANNEXING APPROXIMATELY 15.5 ACRES OF LAND LOCATED WEST OF HIGHWAY 26 AND NORTH OF OAK STREET AND ASSIGNING CITY ZONING DESIGNATIONS TO PROPERTIES WITHIN THE ANNEXED TERRITORY.

WHEREAS, City of Madras (“City”) adopted Ordinance No. 975 (the “Annexation Ordinance”), which annexed certain properties identified into the City of Madras; and

WHEREAS, the Madras City Council (the “Council”) desires to amend the Annexation Ordinance to adopt corrected legal descriptions for the annexed territory.

NOW, THEREFORE, the City of Madras ordains as follows:

1. Findings; Purpose. The above-stated findings contained in this Ordinance No. 982 (this “Ordinance”) are hereby adopted. The purpose of this Ordinance is to amend the Annexation Ordinance to provide a corrected legal description of the territory annexed.

2. Amendment No. 1. Exhibit C and Exhibit D of the Annexation Ordinance are hereby replaced in their entirety with the attached Exhibit A and Exhibit B respectively. The lands described in the attached Exhibit A are hereby annexed and incorporated into the City. In the event of any conflict between exhibits, and notwithstanding anything herein or in the Annexation Ordinance to the contrary, Exhibit A attached hereto will control.

3. Miscellaneous. This Ordinance is hereby made part of the Annexation Ordinance. The provisions of the Annexation Ordinance that are not amended or modified by this Ordinance remain unchanged and in full force and effect. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. Nothing in this Ordinance affects the validity of any land use applications or any criminal or civil enforcement actions commenced prior to the adoption of this Ordinance; all City ordinances existing at the time that such actions were filed will remain valid and in full force and effect for purposes of those actions. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

[signatures on next page]

This Ordinance was PASSED and ADOPTED by the Madras City Council by a vote of ___ for and ___ against and APPROVED by the mayor on this ___ day of _____, 2023.

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

EXHIBIT A
CORRECTED LEGAL DESCRIPTION OF ANNEXED TERRITORY

[attached]

EXHIBIT A

Legal Description 1 of 7

Parcel I:

That portion of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, described as follows:

Beginning at a point on the Section line 43 rods (709.50 feet) North of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2 in Township 11 South, Range 13 East of Willamette Meridian, thence North along said Section line 30 rods (495.00 feet); thence West 80 rods (1,320.00 feet); thence South 50 rods (825.00 feet); thence East 40 rods (660.00 feet); thence North 20 rods (330.00 feet); thence East 40 rods (660.00 feet) to the place of beginning; all lines hereto running on the same degree of variation as the Section lines of said Section.

EXCEPTING THEREFROM those portions thereof described in the following Deeds:

Recorded July 2, 1956, in Book 27, Page 698; Recorded September 14, 1956, Book 28, Page 321; Recorded July 19, 1961, Book 33, Page 349; Recorded May 16, 1947, Book 18, Page 175; Recorded July 9, 1936, Book 13, Page 344; Recorded July 9, 1936, Book 13, Page 345; Recorded May 9, 1947, Book 18, Page 167; Recorded March 22, 1949, Book 20, Page 478; Recorded September 12, 1961, Book 33, Page 531; Recorded April 3, 1957, Book 28, Page 580; Recorded November 15, 1956, Book 28, Page 320; Recorded December 31, 1956 Book 28, Page 427; Recorded December 31, 1956, Book 28 Page 428 and 430; Recorded December 31, 1956, Book 28, Page 429; Recorded May 22, 1966, Book 34, Page 608;

ALSO DESCRIBED AS a portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along said East line of Section 2 North 0°04'00" East 709.50 feet to the North line of lands described in Book 27, Page 698, Recorded July 2, 1956; Thence along said North line, being the North right of way line of Northwest Plum Street, the following courses: North 89°56'00" West 438.00 feet to the **POINT OF BEGINNING**; North 89°56'00" West 222.00 feet to the East line of lands described in Book 34, Page 608, Recorded May 22, 1966; Thence leaving said courses and along said East line of Book 34, Page 608 North 0°04'00" East 500.87 feet to the South line of Partition Plat 2004-16 and the South right of way line of Northwest Cedar Street; Thence along said South lines South 89°56'00" East 301.00 feet to the Northwest corner of lands described in Book 18, Page 167 Recorded May 9, 1947; Thence along the West line of said Book 18, Page 167 South 0°04'00" West 212.00 feet to the Northeast corner of lands described in Book 33, Page 349, Recorded July 19, 1961; Thence along the North line of said Book 33, Page 349 North 89°56'00" West 79.00 feet to the Northwest corner of said Book 33, Page 349; Thence along the West line of said Book 33, Page 349, and Book 33, Page 531, Recorded September 12, 1961, and Book 28, page 428, Recorded December 31, 1956 South 0°04'00" West 288.87 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 2.94 acres, more or less.

EXHIBIT A

Parcel II:

Beginning at a point 368.9 feet North and 475.0 feet West of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence West a distance of 185.0 feet; thence North a distance of 330.5 feet; thence East a distance of 185.0 feet; thence South a distance of 330.5 feet to the point of beginning.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 1.40 acres, more or less.

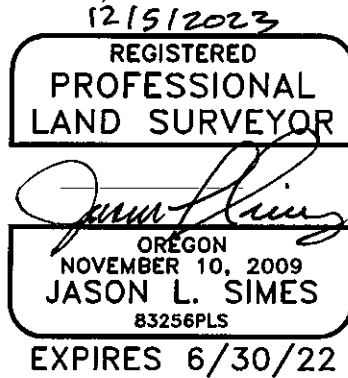


EXHIBIT A

Legal Description 2 of 7

Parcel I:

That portion of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, described as follows:

Beginning at a point on the Section line 43 rods (709.50 feet) North of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2 in Township 11 South, Range 13 East of Willamette Meridian, thence North along said Section line 30 rods (495.00 feet); thence West 80 rods (1,320.00 feet); thence South 50 rods (825.00 feet); thence East 40 rods (660.00 feet); thence North 20 rods (330.00 feet); thence East 40 rods (660.00 feet) to the place of beginning; all lines hereto running on the same degree of variation as the Section lines of said Section.

EXCEPTING THEREFROM those portions thereof described in the following Deeds:

Recorded July 2, 1956, in Book 27, Page 698; Recorded September 14, 1956, Book 28, Page 321; Recorded July 19, 1961, Book 33, Page 349; Recorded May 16, 1947, Book 18, Page 175; Recorded July 9, 1936, Book 13, Page 344; Recorded July 9, 1936, Book 13, Page 345; Recorded May 9, 1947, Book 18, Page 167; Recorded March 22, 1949, Book 20, Page 478; Recorded September 12, 1961, Book 33, Page 531; Recorded April 3, 1957, Book 28, Page 580; Recorded November 15, 1956, Book 28, Page 320; Recorded December 31, 1956 Book 28, Page 427; Recorded December 31, 1956, Book 28 Page 428 and 430; Recorded December 31, 1956, Book 28, Page 429; Recorded May 22, 1966, Book 34, Page 608;

ALSO DESCRIBED AS a portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along said East line of Section 2 North 0°04'00" East 709.50 feet to the North line of lands described in Book 27, Page 698, Recorded July 2, 1956; Thence along said North line, being the North right of way line of Northwest Plum Street, the following courses: North 89°56'00" West 438.00 feet to the **POINT OF BEGINNING**; North 89°56'00" West 222.00 feet to the East line of lands described in Book 34, Page 608, Recorded May 22, 1966; Thence leaving said courses and along said East line of Book 34, Page 608 North 0°04'00" East 500.87 feet, more or less, to the South line of Partition Plat 2004-16 and the South right of way line of Northwest Cedar Street; Thence along said South lines South 89°56'00" East 301.00 feet to the Northwest corner of lands described in Book 18, Page 167 Recorded May 9, 1947; Thence along the West line of said Book 18, Page 167 South 0°04'00" West 212.00, more or less, feet to the Northeast corner of lands described in Book 33, Page 349, Recorded July 19, 1961; Thence along the North line of said Book 33, Page 349 North 89°56'00" West 79.00 feet to the Northwest corner of said Book 33, Page 349; Thence along the West line of said Book 33, Page 349, and Book 33, Page 531, Recorded September 12, 1961, and Book 28, page 428, Recorded December 31, 1956 South 0°04'00" West 288.87 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 2.94 acres, more or less.

EXHIBIT A

Parcel II:

Beginning at a point 368.9 feet North (North 0°04'00" East) and 475.0 feet West (North 89°56'00" West) of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence West (North 89°56'00" West) a distance of 185.0 feet; thence North (North 0°04'00" East) a distance of 330.5 feet; thence East (South 89°56'00" East) a distance of 185.0 feet; thence South (South 0°04'00" West) a distance of 330.5 feet to the point of beginning.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 1.40 acres, more or less.

Parcel III:

(proposed lot line adjustment, currently awaiting approval from City of Madras)

The East 160 feet of lands described in Book 34, Page 608, Recorded May 22, 1966, located within the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along said East line of Section 2 North 0°04'00" East 368.90 feet to an extension of the North right of way line of Northwest Poplar Street; Thence along said North right of way line the following courses: North 89°56'00" West 660.00 feet to the East line of said lands described in Book 34, Page 608, and the **POINT OF BEGINNING**; North 89°56'00" West 15.00 feet; North 89°50'22" West 145.00 feet; Thence leaving said courses and 160 feet west and parallel to said East line of lands described in Book 34, Page 608 North 0°04'00" East 841.13, more or less, feet to the South line of Partition Plat 2004-16; Thence along said South line of Partition Plat 2004-16 South 89°56'00" East 160.00 feet to the Northeast corner of said lands described in Book 34, Page 608; Thence along said East line of lands described in Book 34, Page 608 South 0°04'00" West 841.37 feet, more or less, to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 3.09 acres, more or less.

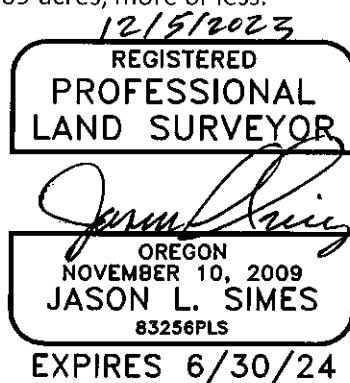


EXHIBIT A

Legal Description 3 of 7

A parcel of land lying in Section 2, Township 11 South, Range 13, East of the Willamette Meridian, Jefferson County, Oregon, bounded as follows:

Beginning at a point 221.5 feet South and 75.45 feet West of the East 1/4 corner of Section 2, said point being on the Westerly right of way line of the Warm Springs Highway; thence South along said right of way line a distance of 53 feet; thence West 100 feet; thence North 53 feet; thence East 100 feet to the point of beginning.

And

The South Half of a parcel of land lying in Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, said tract being more particularly described as follows:

Beginning at a point 221.5 feet South and 75.45 feet West of the East Quarter corner of said Section 2, said point also being on the Westerly right of way line of the Warm Springs Highway; thence South along the Right of way line, a distance of 106 feet; thence West a distance of 100 feet; thence North a distance of 106 feet; thence East 100 feet to the point of beginning.

And

The South Half of the following described premises:

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, and more particularly described as follows:

Beginning at a point which is 115.5 feet South and 175 feet West of the Northeast corner of the Southeast Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian; thence South 217 feet, thence west 184 feet; thence North 217 feet; thence East 184 feet to the point of beginning in Jefferson County, Oregon. Save and except the South 5 feet thereof.

The Basis of Bearings is South 0°04'00" West along the East line of said Section 2.

The above described land contains 0.69 acres, more or less.

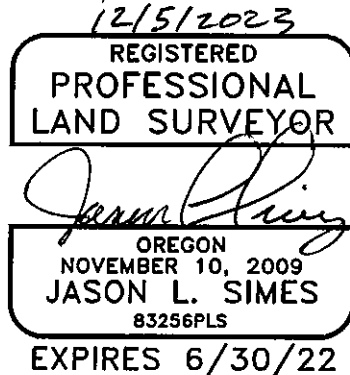


EXHIBIT A

Legal Description 4 of 7

Parcel I:

Beginning at the Northwest corner of Tract B, Block 2, Watts Addition, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary line of said Tract B and Tract A, a distance of 321.06 feet; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 321.06 feet to a point in the Westerly extension of the North line of said Tract B; thence South 89°58'21" East 100 feet to the point of beginning LESS AND EXCEPTING the following described parcel: Beginning at the Northwest corner of Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary of said Tract B to the Southwest corner thereof; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 170.00 feet to a point in the Westerly extension of the North line of Tract B; thence South 89°58'21" East 100 feet to the point of beginning.

Parcel II:

Beginning at the Northwest corner of Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary of said Tract B to the Southwest corner thereof; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 170.00 feet to a point in the Westerly extension of the North line of Tract B; thence South 89°58'21" East 100 feet to the point of beginning.

Parcel III:

Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon.

Parcel IV:

Tract A, Block 2, WATTS ADDITION, Jefferson County, Oregon

The Basis of Bearings is South 0°04'00" West along the East line of said Tracts A and B.

The above described land contains 2.29 acres, more or less.

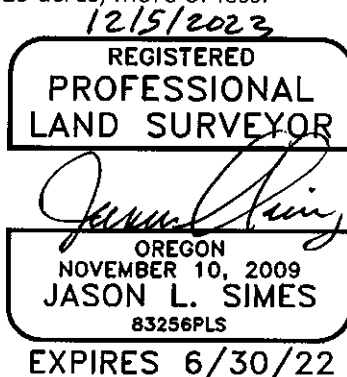


EXHIBIT A

Legal Description 5 of 7

A parcel of land situate in the Southwest part of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, which was conveyed to Nellie Watts as recorded in Jefferson County Deed Volume 23, Page 294, and more particularly described as follows:

Beginning at a point, a 1/2 inch pipe set at the Southeast 1/16 corner of Section 2; thence along the East 1/16 Section line, North 00°04'00" East 105.00 feet to a #4x24 inch plastic-capped steel rod; thence along a line parallel with the South 1/16 Section line, North 89°51'40" East 225.00 feet to a #5x30 inch plastic-capped steel rod; thence along a line parallel with the East 1/16 Section line, North 00°04'00" East 263.62 feet to a point, from which a #5x30 inch plastic-capped steel rod set as a Witness Corner along the South line of a dedicated easement bears South 00°04'00" West 50.00 feet; thence North 89°50'22" East 419.39 feet to a point, from which a #5x30" plastic-capped steel rod set as a Witness Corner along said South easement line and the West line of Third Street bears South 00°08'41" East 50.00 feet; thence along the West line of Third Street, South 00°08'41" East 368.77 feet to a #5x30 inch plastic-capped steel rod set along the intersection with the South 1/16 Section line; thence along the South 1/16 Section line, South 89°51'40" West 645.75 feet to the Point of Beginning.

Excepting therefrom the North 50 feet as Dedicated by instrument recorded June 5, 1985, as Instrument #154582, Jefferson County, Oregon.

The Basis of Bearings is South 0°04'00" West along said West line of Third Street.

The above described land contains 3.61 acres, more or less.

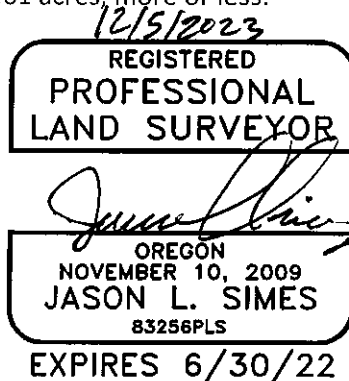


EXHIBIT A

Legal Description 6 of 7

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 and the Northwest One-Quarter of the Southwest One-Quarter of Section 1, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 2; Thence along the East line of said Section 2 South 0°04'00" West 114.02 feet to the **POINT OF BEGINNING**; Thence South 89°56'00" East 75.00 feet to the East right of way line of Northwest Warm Springs Highway, US26; Thence along said East right of way line the following courses; South 0°04'00" West 385.98 feet; South 7°55'07" East 50.53 feet; South 0°04'00" West 9.30 feet; South 58°39'24" West 34.40 feet; South 0°04'00" West 78.86 feet; North 89°56'00" West 2.66 feet; South 0°04'00" West 179.36 feet; Thence leaving said courses North 89°56'00" West 100.00 feet to the West right of way line of said Northwest Warm Springs Highway, US26; Thence along said West right of way line North 0°04'00" East 210.60 feet to the South right of way line of Northwest Plum Street; Thence along the lines of said Northwest Plum Street the following courses: North 89°56'00" West 610.00 feet; North 0°04'00" East 10.00 feet; South 89°56'00" East 610.00 feet to said West right of way line of Northwest Warm Springs Highway, US26; Thence leaving said courses and along said West right of way line the following courses; North 0°04'00" East 96.50 feet; North 89°56'00" West 80.00 feet; North 0°04'00" East 40.00 feet; South 89°56'00" East 55.00 feet; North 0°04'00" East 95.50 feet; North 89°56'00" West 363.00 feet; North 0°04'00" East 56.87 feet; South 89°56'00" East 363.00 feet; North 0°04'00" East 212.00 feet; Thence leaving said courses South 89°56'00" East 75.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is South 0°04'00" West along the East line of said Section 2.

The above described land contains 2.83 acres, more or less.

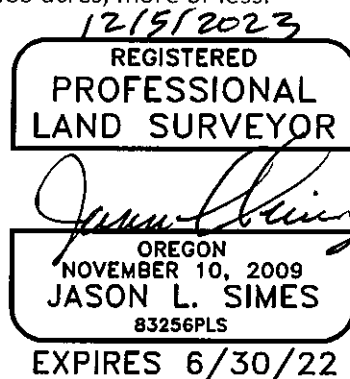


EXHIBIT A

Legal Description 7 of 7

Northwest Oak Street:

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along the South line of said Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 305.00 feet to the **POINT OF BEGINNING**; Thence continuing along said South line North 89°51'40" West 300.00 feet; Thence North 0°04'00" East 22.86 feet to the Southwest corner of lands described in Document 2013-2794, Jefferson County Official Records, Recorded August 5th, 2013, and the North right of way line of Northwest Oak Street; Thence along the South line of said Document 2013-2794 and said North right of way line of Northwest Oak Street the following courses: South 89°53'46" East 100.00 feet; South 0°04'00" West 17.92 feet; South 89°51'40" East 200.00 feet to the Southeast corner of said Document 2013-2794; Thence leaving said courses South 0°04'00" West 5.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 0.08 acres, more or less.

Northwest Poplar Street, Northwest 3rd Street, and Northwest 4th Street:

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along the South line of said Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 305.00 feet to the **POINT OF BEGINNING**; Thence along the West right of way line of Northwest 4th Street North 0°04'00" East 344.23 feet to the South right of way line of Northwest Poplar Street; Thence along said South right of way line of Northwest Poplar Street North 89°56'00" West 300.00 feet to the East right of way line of Northwest 3rd Street; Thence along said East right of way line of Northwest 3rd Street South 0°04'00" West 343.85 feet to said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2; thence along said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 70.00 feet to the West right of way line of said Northwest 3rd Street; Thence along said West right of way line of Northwest 3rd Street North 0°04'00" East 318.77 feet to said South right of way line of Northwest Poplar Street; thence along said South right of way line of Northwest Poplar Street North 89°50'22" West 419.39 feet; Thence North 0°09'38" East 50.00 feet to the North right of way line of said Northwest Poplar Street; Thence along said North right of way line of Northwest Poplar Street the following courses: South 89°50'22" East 419.31 feet; South 89°56'00" East 342.25 feet; North 0°04'00" East 16.00 feet; South 89°56'00" East

EXHIBIT A

97.75 feet; Thence leaving said courses and along the East right of way line of said Northwest 4th Street South 0°04'00" West 385.32 feet to said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2; Thence along said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 70.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 1.88 acres, more or less.

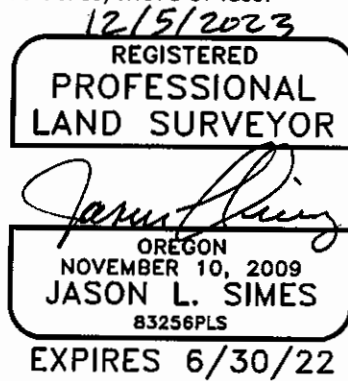


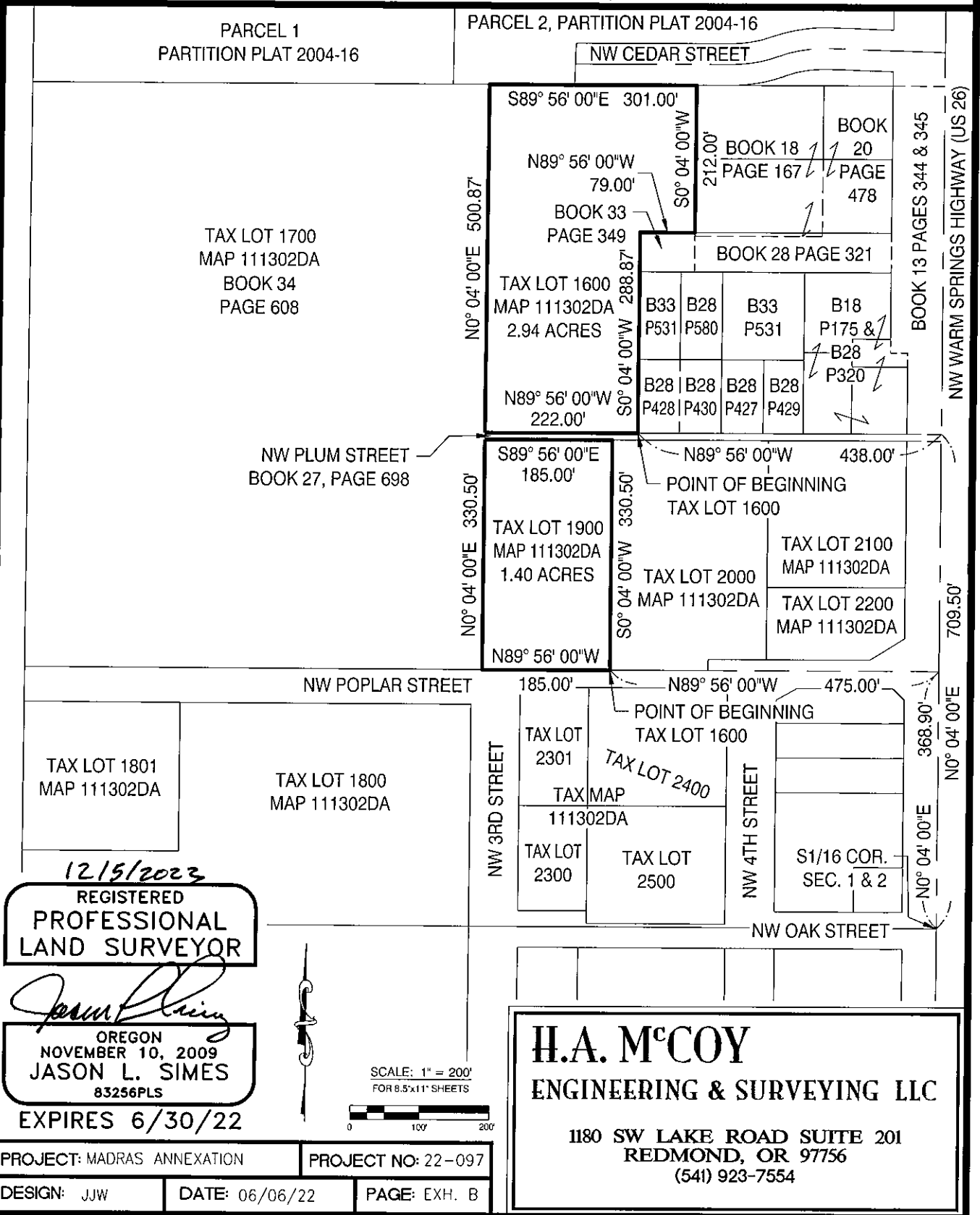
EXHIBIT B
DEPICTION OF ANNEXED TERRITORY

[attached]

EXHIBIT B

MAP 1 of 7

PARCEL FOR ANNEXATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



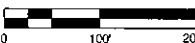
12/15/2023

REGISTERED
**PROFESSIONAL
 LAND SURVEYOR**

Jason L. Simes
 OREGON
 NOVEMBER 10, 2009
JASON L. SIMES
 83256PLS

EXPIRES 6/30/22

SCALE: 1" = 200'
 FOR 8.5"x11" SHEETS



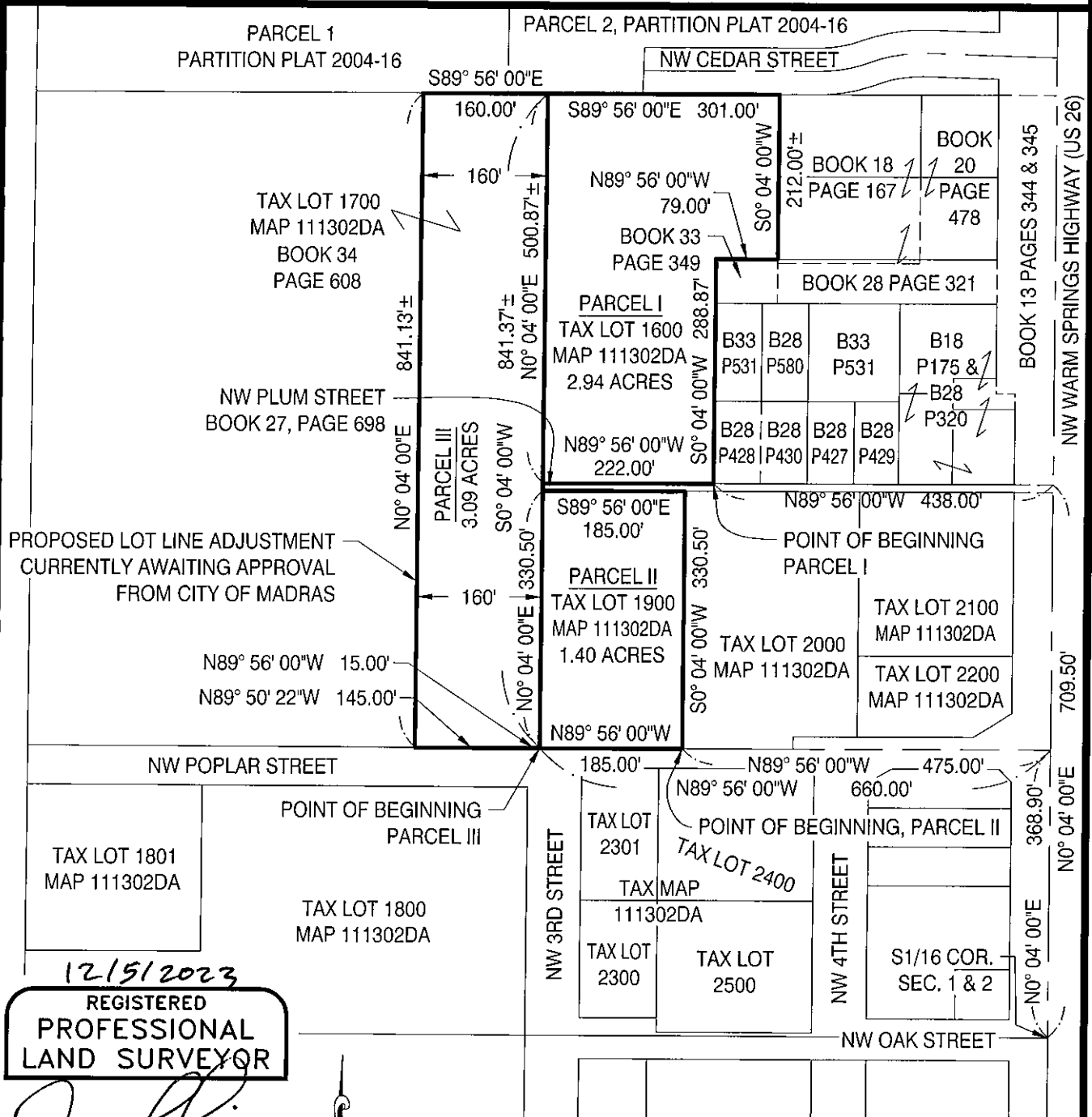
H.A. M'COY
ENGINEERING & SURVEYING LLC
 1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/06/22
	PAGE: EXH. B

EXHIBIT B

MAP 2 of 7

PARCELS FOR ANNEXATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



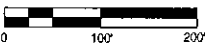
12/5/2023

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Jason L. Simes
 OREGON
 NOVEMBER 10, 2009
 JASON L. SIMES
 83256PLS

EXPIRES 6/30/24

SCALE: 1" = 200'
 FOR 8.5"x11" SHEETS



H.A. M'COY
 ENGINEERING & SURVEYING LLC

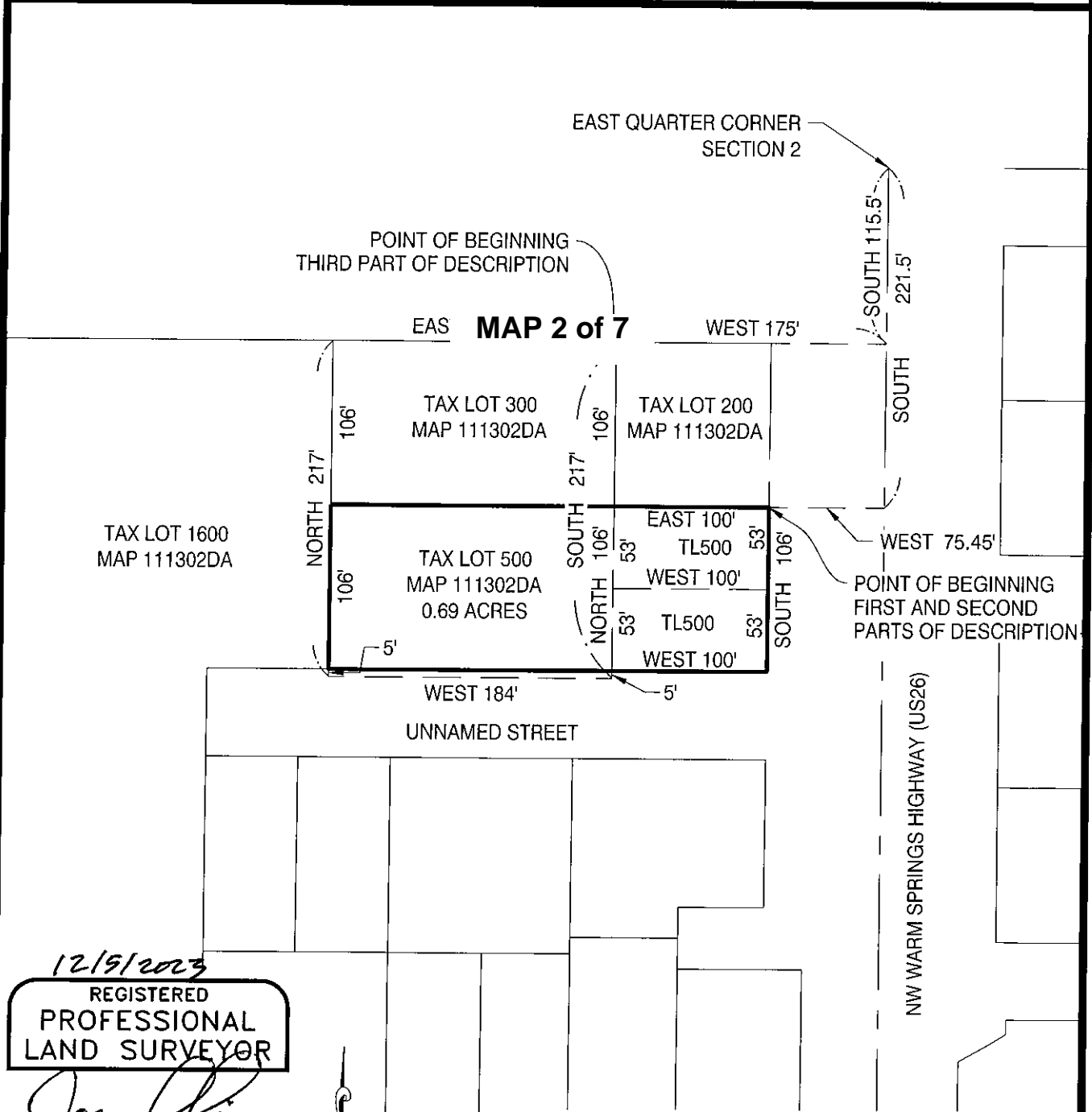
1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 03/13/23
	PAGE: EXH. B

EXHIBIT B

MAP 3 of 7

PARCEL FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



12/5/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes

OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22

SCALE: 1" = 100'
FOR 8.5x11" SHEETS



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

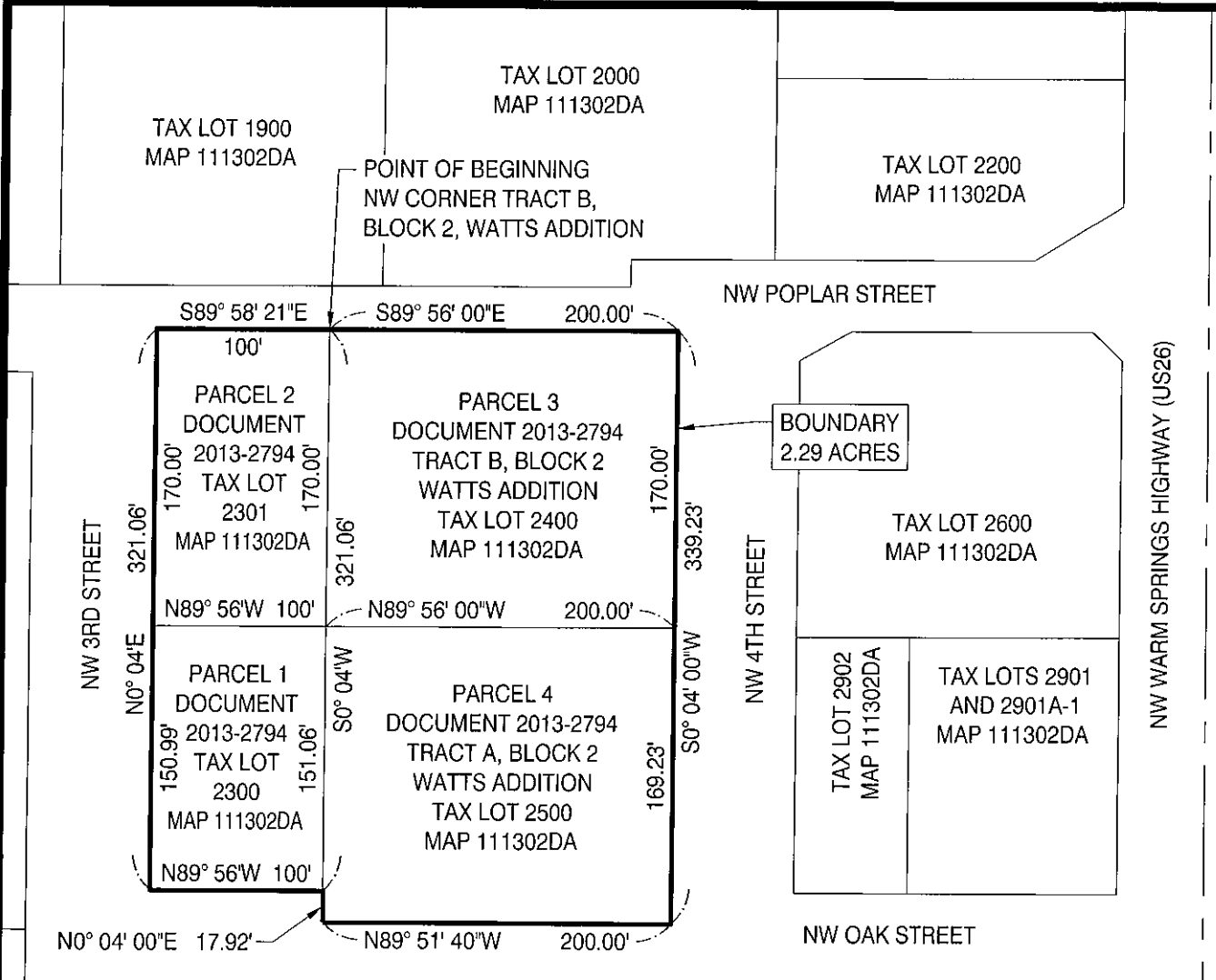
PROJECT: MADRAS ANNEXATION PROJECT NO: 22-097

DESIGN: JJW DATE: 11/08/23 PAGE: EXH. B

EXHIBIT B

MAP 4 of 7

PARCEL FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



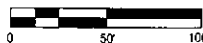
12/5/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes
OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22

SCALE: 1" = 100'
FOR 8.5x11" SHEETS



H.A. M^cCOY
ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PROJECT: MADRAS ANNEXATION

PROJECT NO: 22-097

DESIGN: JJW

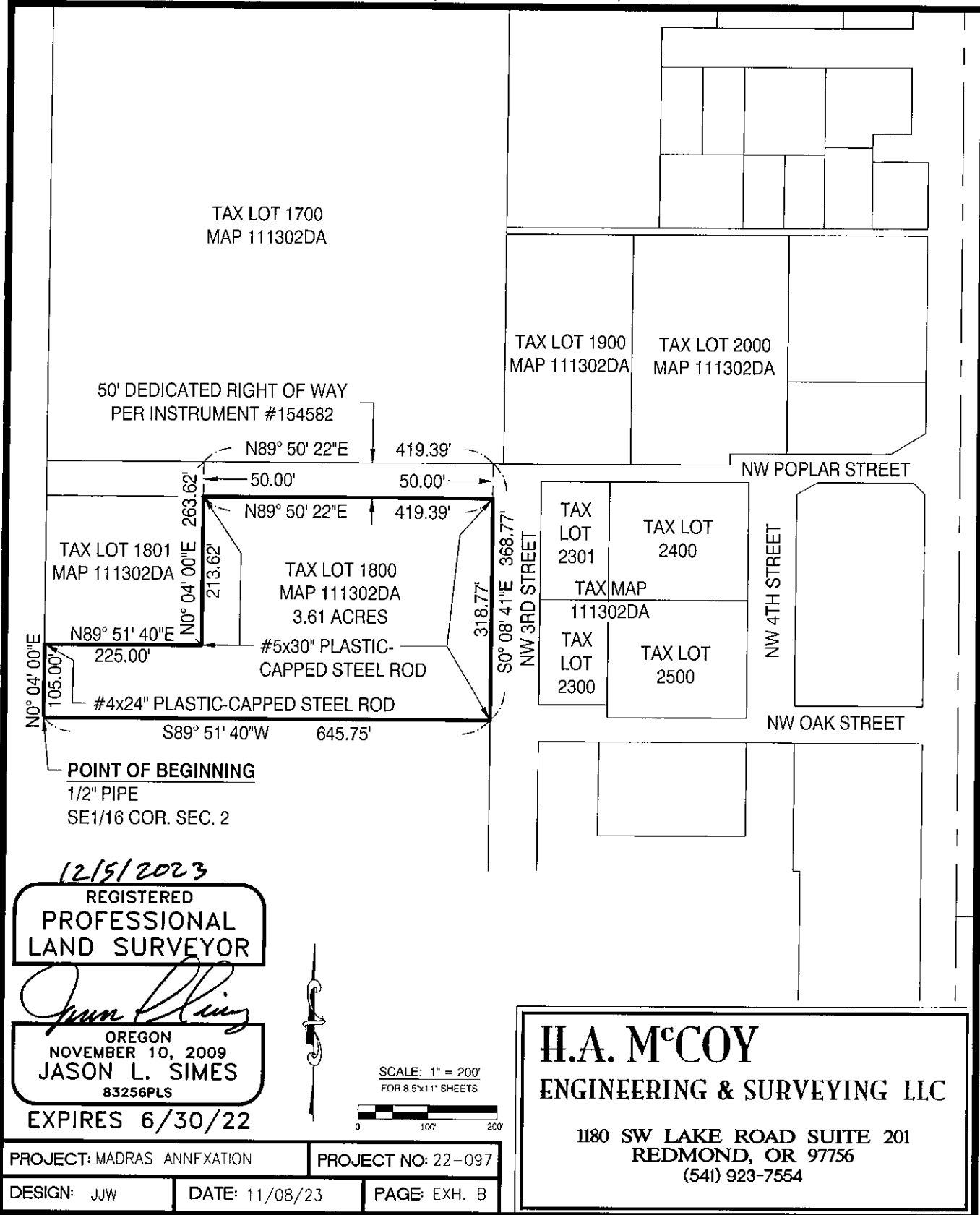
DATE: 11/08/23

PAGE: EXH. B

EXHIBIT B

MAP 5 of 7

PARCEL FOR ANNEXATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON.

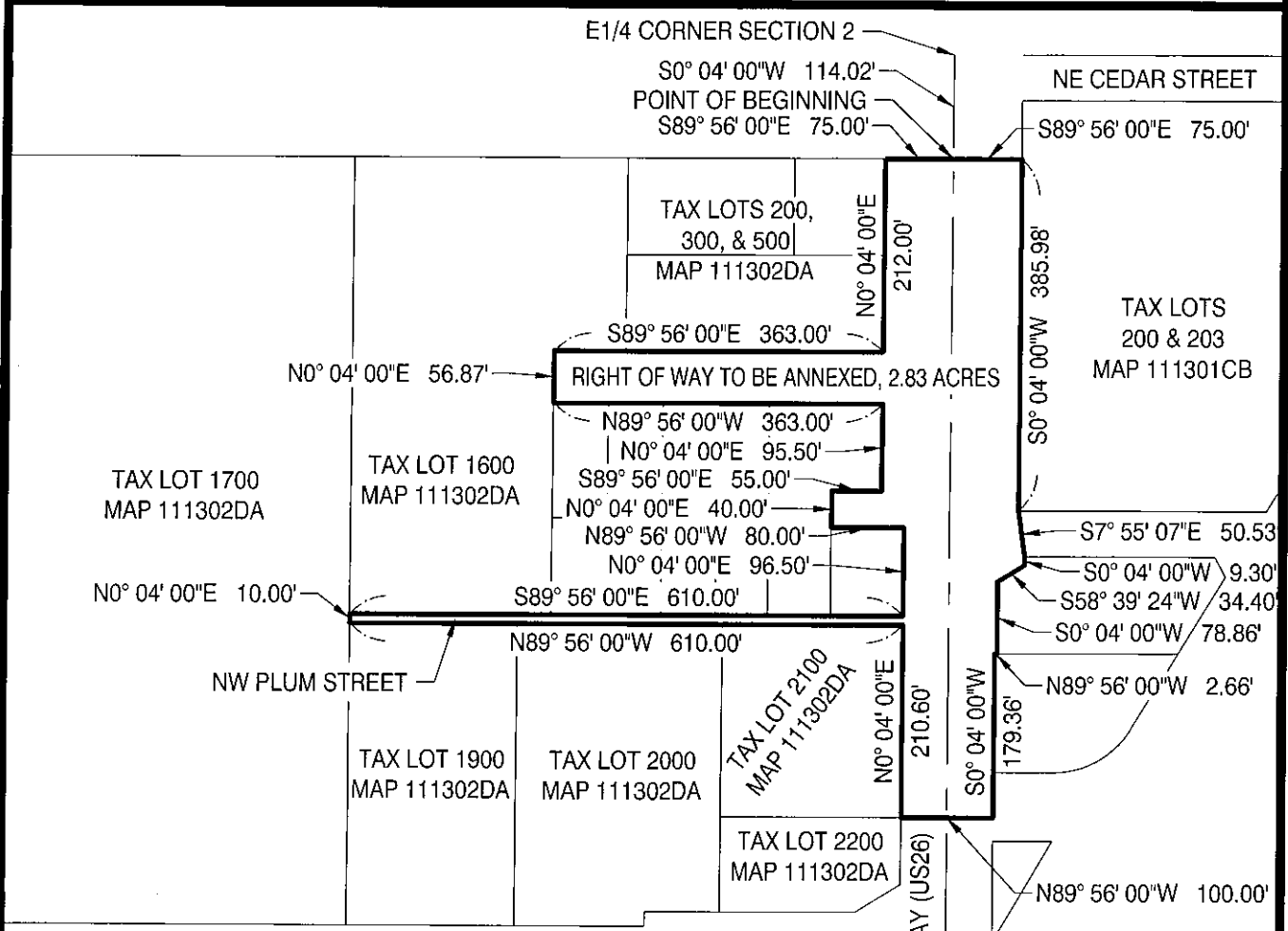


H.A. M'COY
ENGINEERING & SURVEYING LLC
 1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

EXHIBIT B

MAP 6 of 7

RIGHT OF WAY FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2,
AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 1,
TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



12/5/2023

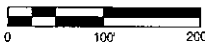
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes

OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22

SCALE: 1" = 200'
FOR 8.5"x11" SHEETS



H.A. M'COY
ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PROJECT: MADRAS ANNEXATION

PROJECT NO: 22-097

DESIGN: JJW

DATE: 06/03/22

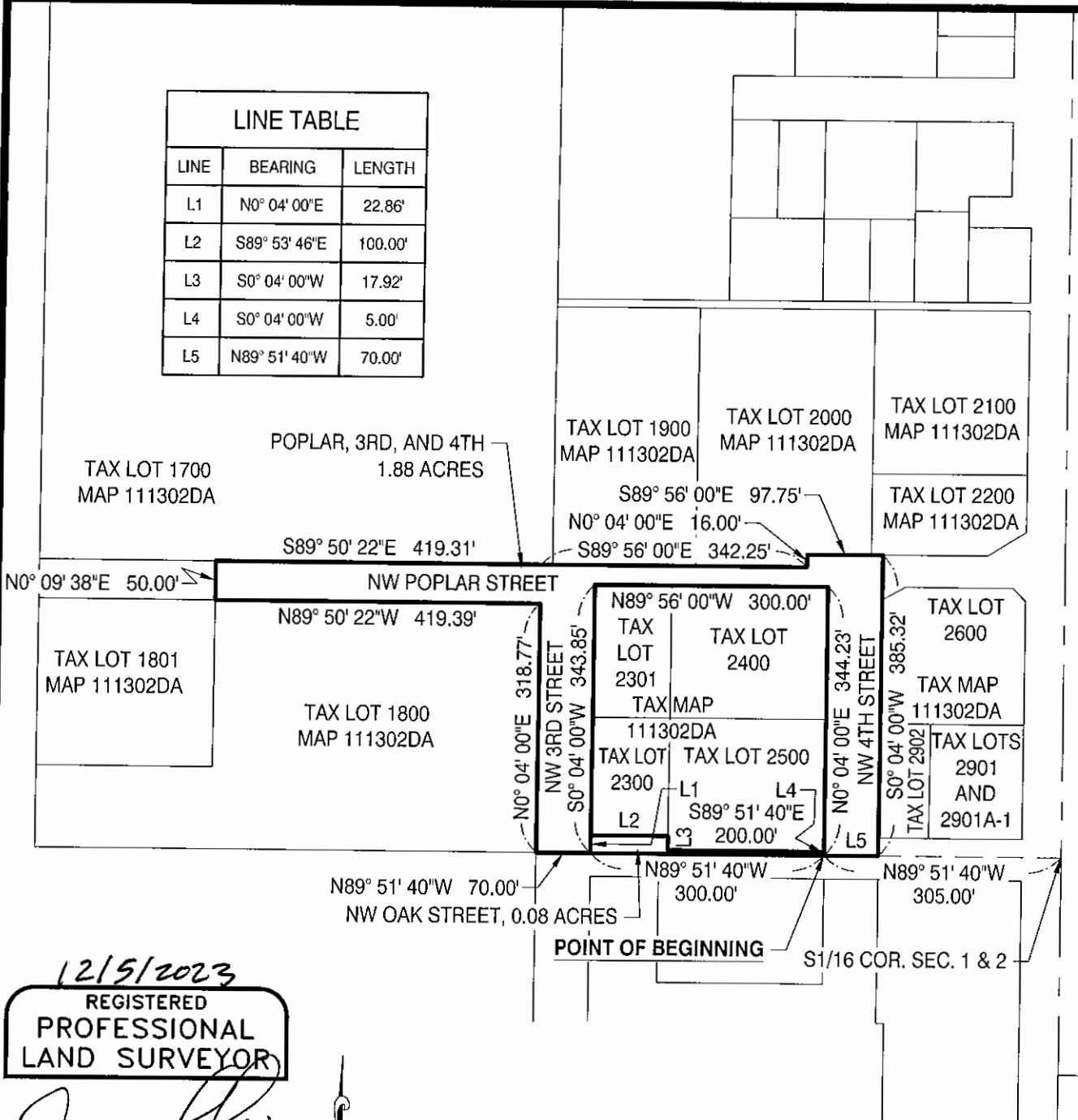
PAGE: EXH. B

EXHIBIT B

MAP 7 of 7

RIGHT OF WAY FOR ANNEXATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0° 04' 00"E	22.86'
L2	S89° 53' 46"E	100.00'
L3	S0° 04' 00"W	17.92'
L4	S0° 04' 00"W	5.00'
L5	N89° 51' 40"W	70.00'



12/5/2023

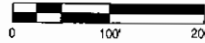
REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Jason L. Simes

OREGON
 NOVEMBER 10, 2009
 JASON L. SIMES
 83256PLS

EXPIRES 6/30/22

SCALE: 1" = 200'
 FOR 8.5x11" SHEETS



H.A. M'COY
 ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/02/22
	PAGE: EXH. B



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\$351.00

10/10/2023 11:02:42 AM

D-ODN Cnt=1 Stn=24 MERCEDES
\$260.00 \$11.00 \$10.00 \$10.00 \$60.00

*This space reserved for use by
Recording Office*

RECORDING COVER SHEET (Please print or type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument. ORS 205.234

AFTER RECORDING RETURN TO: ORS 205.234(1)(c)

City of Madras Attn: Recorder

125 SW E Street

Madras, OR 97741

1. TITLE(S) OF THE TRANSACTION(S)

Ordinance No. 975 - an ordinance of the City of Madras annexing approximately 15.5 acres of land located West of Highway 26 and North of Oak Street; Assigning City Zoning designations to properties within the annexed territory. ORS 205.234(1)(a)

2. DIRECT PARTY(IES) / GRANTOR(S)

City of Madras

ORS 205.234(1)(b)

3. INDIRECT PARTY(IES) / GRANTEE(S)

Jefferson County

Mendazona Family Trust

Joel Gisler

Small Properties 2

ORS 205.234(1)(b)

4. TRUE and ACTUAL CONSIDERATION

Amount in dollars or other value/property ORS 205.234(1)(d)

For purpose of annexation

\$ Other Value Other Property

Other value/property is **Whole** or **Part** of the consideration

5. SEND TAX STATEMENTS TO: ORS 205.234(1)(e)

No Change

6. SATISFACTION of ORDER or WARRANT

Check one if applicable: ORS 205.234(1)(f)

FULL

PARTIAL

7. The amount of the monetary obligation

imposed by the order or warrant: ORS 205.234(1)(f)

\$

8. If this instrument is being Re-Recorded, complete the following statement:

ORS 205.244(2)

Re-recorded at the request of _____

to correct _____

previously recorded in

Book/Volume _____ and Page _____, or as Fee Number _____

ORDINANCE NO. 975

AN ORDINANCE OF THE CITY OF MADRAS ANNEXING APPROXIMATELY 15.5 ACRES OF LAND LOCATED WEST OF HIGHWAY 26 AND NORTH OF OAK STREET; ASSIGNING CITY ZONING DESIGNATIONS TO PROPERTIES WITHIN THE ANNEXED TERRITORY.

WHEREAS, the City of Madras (“City”) received a petition from Jefferson County (the “County”) to annex approximately 15.5 acres generally located west of Highway 26 and north of Oak Street (the “Annexed Territory”); and

WHEREAS, the petition included the consent of all property owners located within the Annexed Territory; and

WHEREAS, City scheduled a public hearing on annexation of the Annexed Territory before the City’s Planning Commission on August 3, 2022 and provided required notice to the record owners of properties within two hundred fifty feet (250’) of the Annexed Territory, as well as published notice in a local newspaper of general circulation for two consecutive weeks, and posted notice in four public places within the city limits (e.g. Madras City Hall, U.S. Post Office, Jefferson County Clerk’s Office, and Jefferson County Library) of such hearing; and

WHEREAS, the public hearing before the Planning Commission was continued at the request of the County several times until April 19, 2023; and

WHEREAS, Planning Commission, after reviewing all relevant materials, evaluating compliance with applicable law, and considering written comments, and public testimony, deliberated the matter fully and recommended the City Council approve of the annexation subject to conditions; and

WHEREAS, City scheduled a public hearing before the City Council on January 24, 2023 and provided required notice to the record owners of properties within two hundred fifty feet (250’) of the Annexed Territory, as well as published notice in a local newspaper of general circulation for two consecutive weeks, and posted notice in four public places within the city limits (e.g. Madras City Hall, U.S. Post Office, Jefferson County Clerk’s Office, and Jefferson County Library) of such hearing; and

WHEREAS, the public hearing before the City Council was continued at the request of the County several times until May 9, 2023; and

WHEREAS, City Council, after reviewing all relevant materials, evaluating compliance with applicable law, and considering written comments and public testimony, deliberated the matter fully, approved the annexation subject to conditions, and voted to dispense with submitting the question of annexation to the electors of the City; and

WHEREAS, City proclaims the Annexation approved as of the effective date of this Ordinance No. 975 (this “Ordinance”).

NOW, THEREFORE, the City of Madras ordains as follows:

SECTION 1: FINDINGS

The findings stated above and those contained within the attached Exhibit “A” are hereby adopted.

SECTION 2: ANNEXED TERRITORY

The properties identified in the attached Exhibit “B”, legally described in the attached Exhibit “C” and generally depicted on the attached Exhibit “D”, including all rights-of-ways within the Annexed Territory are hereby annexed and incorporated into the City. Exhibit “C” will control in the event of any conflicts with Exhibit “B” or “D”.

SECTION 3 CONDITIONS OF APPROVAL

Annexation of the Annexed Territory is subject to the conditions of approval set forth in the attached Exhibit “E”, all of which must be satisfied prior to the recording of this Ordinance and/or submission of this Ordinance to applicable authorities pursuant to Section 6.

SECTION 4: LAND USE AND ZONING

Land within the Annexed Territory is hereby subject to the City’s land use regulations and permitting requirements. The zoning designations established by the City’s Comprehensive Plan and Zone Map are hereby assigned to the lands within the Annexed Territory as shown on the attached Exhibit “F”.

SECTION 5: ASSESSMENT AND TAXATION

Land within the Annexed Territory will be assessed and taxed in the same manner as other similarly situated property within the City as of the effective date of this Ordinance.

SECTION 6: NOTIFICATION TO APPROPRIATE AGENCIES AND UTILITIES

Subject to Section 3, the City Recorder will cause notice of the Annexation to be recorded with the Jefferson County Clerk within sixty (60) days of the date the City Council proclaims the Annexation approved.

Subject to Section 3, the City Recorder will file with the Jefferson County Assessor and the Oregon Department of Revenue legal descriptions and accurate maps showing the Annexed Territory.

Notification will also be forwarded to the appropriate state agencies, Jefferson County Clerk, Jefferson County GIS Department, Jefferson County Community Development Department, to all utilities subject to notice pursuant to ORS 222.005, and to all other parties entitled to notice.

SECTION 7: SEVERABILITY; CORRECTIONS

All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular.


The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended.

If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.

This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

ADOPTED by the City Council of the City of Madras and signed by the Mayor this 23rd day of May, 2023.

Ayes:	<u>4</u>
Nays:	<u>0</u>
Abstentions:	<u>0</u>
Absences:	<u>2</u>
Vacancies:	<u>0</u>


Mike Lepin, Mayor

ATTEST:


Keli Pollock, City Recorder

**EXHIBIT A
STAFF REPORT FOR PLANNING FILE NO. AX-22-1**

[attached]

**CITY OF MADRAS
COMMUNITY DEVELOPMENT DEPARTMENT
125 SW E Street
Madras, OR, 97741
541-475-2344**

FINDINGS

File	AX-22-1	
Applicants	Name & Address	Properties Owned by Applicant (Map & Taxlot)
	Jefferson County 66 SE D Street Madras, OR, 99741	11-13-2DA-500
	Mendazona Family Trust 15967 SW Brasada Ranch Road Powell Butte, OR, 97753	11-13-2DA-2300, 2301, 2400, 2500
	Joel Gisler 1479 NE 1 st Street, Suite 100 Bend, OR, 97701	11-13-2DA-1600, 1900
	Small Properties 2 PO Box 1885 Redmond, OR, 97756	11-13-2DA-1800
Subject Properties	11-13-2-DA, Tax Lots 500, 1600, 1700, 1800, 1900, 2300, 2301, 2400, 2500	
Location	Taxlot 2500 is addressed as 316 NW 4th Street, Madras, Oregon 97741 and all other lots are unaddressed.	
Zoning	Single Family Residential (R-1), Taxlot 500 is split between R-1 and Corridor Commercial (C-1)	
Proposal	Annex all or a portion of the subject properties into Madras city limits and zone the properties Single Family Residential (R-1) as identified on the City of Madras Urban Area Comprehensive Plan and Zoning Map. The parcels to be annexed total approximately 15.5 acres.	
Amended Proposal	Taxlot 11-13-2DA-1600 was increased in size as a result of City Land Use File No. LLA-22-3 and the territory proposed to be annexed has accordingly been increased.	
Review Type	Type III	
Public Hearing Dates	Hearings Body	Date
	Planning Commission	August 3, 2022
	Planning Commission	August 17, 2022
	Planning Commission	August 23, 2022
	Planning Commission	September 21, 2022
	Planning Commission	October 19, 2022
	Planning Commission	January 4, 2023
	Planning Commission	January 18, 2023
	City Council	January 24, 2023
	Planning Commission	March 15, 2023
	City Council	March 28, 2023
	Planning Commission	April 19, 2023
City Council	May 9, 2023	
Staff Reviewer	Nicholas Snead, Community Development Director nsnead@cityofmadras.us 541-475-2344	

I. APPLICABLE CRITERIA:

The following Oregon Statewide Planning Goals, Statutes, Rules, Plans and Ordinances may be applicable to the proposal:

State of Oregon:

- ORS 222.111
- ORS 222.120
- ORS 222.125
- ORS 197.175
- OAR 660-012-0060
- OAR 660-014-0060

City of Madras Comprehensive Plan:

- Policy 5

Madras Development Code, Chapter 18 – Development Code:

- Chapter 18.70 – Annexation
- Chapter 18.80 – Administration

II. EXHIBITS:

The following are included herein by reference:

- Exhibit A: Annexation Application and materials submitted by the applicant
- Exhibit B: City of Madras Public Works Director Memorandum dated July 14, 2022
- Exhibit C: City Land Use File No. LLA-22-3 (Gisler)
- Exhibit D: Revised Legal Description and Map of Gisler Properties
- Exhibit E: Adjacent Property Owner Notice, July 2022
- Exhibit F: Revised Adjacent Property Owner Notice, December 1, 2022
- Exhibit G: Madras Pioneer Public Hearing Notice, August 2022
- Exhibit H: Madras Pioneer Public Hearing Notice, December 2022

III. FINDINGS OF FACT:

1. LOCATION:

A map, legal description, property detail list of the annexed parcels are contained in that attached **Exhibit A**. The applicant will provide a revised legal description of the territory proposed for annexation prior to the adopting ordinance being considered for passed by the City Council. The subject property is located west of, and is contiguous to, the present city limits. The annexed property is located west of Highway 26 and is accessed from NW Poplar, NW Oak and NW 4th Streets.

Figure 1. Property and Right-of-Way Proposed for Annexation

{10340876-01590037;1}

Jefferson County et al. Annexation

File No. AX-22-1

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2. ZONING:

The subject property is currently zoned Single Family Residential (R-1) and designated Urban and Urbanizable by Jefferson County. Upon annexation, the annexed territory will be zoned Single Family Residential (R-1) per the City of Madras Zoning Map. It is located within the City of Madras Urban Growth Boundary

3. SITE DESCRIPTION:

The annexed territory is comprised of 15.5 +/- acres contiguous to the existing city limits. The annexed territory is undeveloped. There was a residential structure at 316 NW 4th Street, but this has been removed. The other parcels have no known previous development.

4. SURROUNDING USES:

Properties to the north are developed as residential and as a hotel with the hotel property being within City limits and with most property being zoned C-1. To the east, adjacent properties are a mix of residential and commercially-developed properties with most properties to the east of subject properties already in City limits and zoning of these properties is a mix of R-1 and C-1. To the south, the properties are undeveloped and in City limits and these properties are zoned C-1. The properties to the west are in the UGB but not in City limits and these properties are zoned R-1 with one parcel having a residence and the others being undeveloped.

5. PUBLIC NOTICES

{10340876-01590037;1}
Jefferson County et al. Annexation
File No. AX-22-1
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ATTACHMENT A

Table 1. Public Notices Issued.

Notice Type	Date Issued or Published	Notes
Adjacent Property Owner Notice	7-5-2022	For 8-3-22 Planning Commission Hearing & 8-23-22 City Council Hearing
Development Team/Agencies Notice	7-5-2022	For 8-3-22 Planning Commission Hearing & 8-23-22 City Council Hearing
Madras Pioneer Newspaper Public Hearing Notice	7-13-22	For 8-3-22 Planning Commission Hearing & 8-23-22 City Council Hearing
Adjacent Property Owner Notice	12-1-22	For 1-4-23 Planning Commission Hearing & 1-24-23 City Council Hearing
Madras Pioneer Newspaper Public Hearing Notice	12-7-22 & 12-28-22	For 1-4-23 Planning Commission Hearing & 1-24-23 City Council Hearing

6. PUBLIC FACILITIES AND SERVICES:

If annexed, the subject property will be serviced by the following utilities and public facilities.

- **Electricity** – Pacific Power
- **Road access** – The property is accessed from NW Poplar, NW Oak and NW 4th Streets.
- **Telecommunications** – CenturyLink and cellular service and BendTel
- **Domestic Water** – Deschutes Valley Water District
- **Wastewater/Sewer** – City of Madras
- **Fire protection** – Jefferson County Fire District No. 1
- **Police protection** – City of Madras

7. PROPOSAL:

Annex multiple parcels totaling approximately 15.5 acres +/- adjacent to current areas of Madras within city limits into the jurisdictional boundaries of the City of Madras and implementation of City zoning.

IV. FINDINGS:

MADRAS DEVELOPMENT CODE

Chapter 18.70: Annexation

...

SECTION 18.70.020 ANNEXATION PROCEDURE.

Annexation is a legislative land use decision and is subject to applicable provisions of the City of Madras Comprehensive Plan, Oregon Revised Statutes, and Oregon Administrative Rules. An annexation petition may be initiated by any person or by the City Council by resolution. Except as otherwise provided in MDC 18.70.050 through 18.70.080 or by state law, annexation petitions shall follow the procedures set out below:

FINDING: This annexation was initiated by the owners of the subject properties.

1. Any person who wishes to petition for the annexation of territory to the City shall participate in a pre-application conference prior to filing a petition for annexation. The purpose of the pre-application

{10340876-01590037;1}

Jefferson County et al. Annexation

File No. AX-22-1

Page 4 of 27

ATTACHMENT A

conference shall be to inform the person of the process for annexing territory into the City and to discuss the annexation proposal.

FINDING: City staff met several times with the applicant(s) prior to filing the petition for annexation to discuss the proposal and consult with affected utility providers and governmental agencies. In addition, Jefferson County attended a Development Team meeting on October 1, 2020 for lot 400.

2. Petitioners shall submit a completed petition on the form prescribed by the City, along with the applicable fee, to the City of Madras Community Development Department.

FINDING: The submitted petition for annexation was completed on the prescribed form and appropriate fees were paid by Jefferson County.

3. If the submitted petition for annexation is complete, the Community Development Director shall schedule a Public Hearing before the City's Planning Commission, followed by a Public Hearing before the City Council for a decision on the proposed annexation. Notice will be provided and comments solicited from affected City Departments, state agencies, and special districts.

FINDING: The City's Community Development Director determined that the application was complete and noticed a hearing before the City's Planning Commission on August 3, 2022 for which was continued to date and time certain on several occasions (see Table 2 below). The applicant sought to amend the annexation proposal by adjusting the property lines of taxlot 1600 on Jefferson County Assessor's Map No. 11-13-2DA-1600. As a result, the applicant tolled the 120-day clock so that a Property Line Adjustment application could reviewed and approved by the City of Madras. The City has approved the Property Line Adjustment application (File No. LLA-22-3). As a result, the City determined that the initial Annexation proposal had been amended to include additional land to annexed than initially proposed. As a result, the City sent a new notice to all properties within 250 feet of the properties proposed to be annexed on December 1, 2022 and published a new notices of the Planning Commission (January 4, 2022) and City Council (January 24, 2022) hearings in the December 7, 2022 and December 28, 2022 editions of the Madras Pioneer (see Table 1). As of May 2, 2023, the property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 has not fulfilled Condition of Approval #7 of the City's Property Line Adjustment decision (File No. LLA-22-3). Therefore, it shall be a condition of annexation, that the property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3 prior to the Madras City Council considering an adopting ordinance for the annexation.

CONDITION OF APPROVAL: The property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3 prior to the Madras City Council considering an adopting ordinance for the annexation.

Table 2. Public Hearing Dates by Hearings Body

Hearings Body	Date	Action
Planning Commission	August 3, 2022	Continued to August 17, 2022
Planning Commission	August 17, 2022	Continued to August 23, 2022
Planning Commission	August 23, 2022	Continued to September 21, 2022
Planning Commission	September 21, 2022	Continued to October 19, 2022
Planning Commission	October 19, 2022	No action taken.
Planning Commission	January 4, 2023	Continued to January 18, 2023
Planning Commission	January 18, 2023	Planning Commission recommended approval to Council
City Council	January 24, 2023	Continued to March 28, 2023
Planning Commission	March 15, 2023	Continued to April 19, 2023
City Council	March 28, 2023	Continued to May 9, 2023

4. The Community Development Director, or a designee, shall prepare a report summarizing solicited comments and indicating the degree to which the petition is consistent with the provisions of this Code and other applicable criteria including, but not limited to, compliance with existing approvals and agreements.

FINDING: This land use decision and the related Planning Commission staff reports satisfy the above stated standard.

5. The Planning Commission shall conduct a public hearing to determine a recommendation to the City Council to approve, approve with conditions or modifications, or disapprove the feasibility of the annexation proposal based on the applicable criteria as set forth in MDC 18.70.040. The Planning Commission shall state its recommendation, along with supporting rationale, in writing.

FINDING: Public hearings were held and noticed before the Planning Commission the City Council as identified in Table 1 and 2. At the April 19, 2023 the Planning Commission took formal action to make a recommendation to the City Council to approve the Annexation proposal as presented. At the May 9, 2023 City Council meeting, the Council took formal action to approve the Annexation proposal as presented and directed staff to prepare the appropriate adopting ordinance.

6. The City Council, by ordinance, may approve the annexation following a public hearing and after making findings that the criteria set out in MDC 18.70.040 below have been met.

FINDING: Public hearings were scheduled as shown in Table 1 above before the City Council. If the Council finds that the proposed annexation meets the applicable criteria, the Council will adopt an ordinance with appropriate findings to effectuate the annexation.

7. All public hearings for an annexation petition shall be noticed in accordance with ORS Chapter 222. Additionally, where an annexation, if approved, would create an island of unincorporated property, those property owners of record within the potential island shall be notified. Such notification shall expressly alert the owners of the potential for formation of an island.

FINDING: Notices of the August 3, 2022 Planning Commission and August 23, 2022 City Council public hearings were published in the Madras Pioneer July 6, 2022 and July 20, 2022, posted in public locations on July 13, 2022 in accordance, and the adjacent property owners within 250 feet of the subject properties were noticed in accordance with ORS Chapter 222 and Madras Development Code Chapters 18.70 and 18.80 (Table 2 and Exhibits D & G). Additionally, Notices of the January 4, 2023 Planning Commission and

{10340876-01590037;1}

Jefferson County et al. Annexation

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ATTACHMENT A

January 24, 2023 City Council public hearings were published in the Madras Pioneer December 7, 2022 and December 28, 2022, posted in public locations on December 21, 2022 in accordance, and the adjacent property owners within 250 feet of the subject properties were noticed in accordance with ORS Chapter 222 and Madras Development Code Chapters 18.70 and 18.80 (Exhibits F & H).

As a result of the Annexation proposal being revised, the City sent a new notice to all properties within 250 feet of the properties proposed to be annexed on December 1, 2022 and published a new notices of the Planning Commission (January 4, 2023) and City Council (January 24, 2023) hearings in the December 7, 2022 and December 28, 2022 editions of the Madras Pioneer (see Table 2 above).

8. Where a vote on a proposed annexation is required, the City shall submit the question to the Jefferson County Clerk. If, following the vote, the City Council finds that a majority of the eligible votes cast are in favor of the annexation, the City Council shall, by ordinance, proclaim the annexation.

FINDING: A vote on the subject annexation is not required by the City Charter, the MDC, or by ORS Chapter 222.

9. Territory annexed into the City shall automatically be given the comprehensive plan designation and zoning designation that is the equivalent to the applicable county designations unless one or more of the following apply:

a. The petitioner requests a new comprehensive plan designation, or zone designation other than the equivalent City designation in the petition for annexation and files a separate application for zone change and plan amendment;

b. The City Council proposes a new comprehensive plan designation, or zone designation other than the equivalent City designation in the ordinance proclaiming the annexation; or

c. The equivalent City designation is inconsistent with the City of Madras Comprehensive Plan, in which case a plan amendment and/or zone change application will be required.

FINDING: With one exception, both the County and City have designated the subject properties as Single Family Residential (R-1) in the City's Urban Area Comprehensive Plan and Zone Map (Table 3). The exception is tax lot 500 which is zoned as Corridor Commercial (C-1) on the eastern 1/3 of the parcel and Single Family Residential (R-1) on the western 2/3 of the parcel. Tax lot 500 will be designated as R-1 upon annexation as that is the majority of the parcel and per Madras Municipal Code (MMC) 18.15.030(3), if a lot is split with two or more zoning district boundaries, the primary or predominant (which covers a majority of the lot) zoning district shall be the governing zone. The Community Development Director shall determine the governing zone. The Community Development Director determined that in the case of tax lot 500, the governing zone shall be R-1 based on the majority of the parcel being in the R-1 zone. The applicants have not requested a different zoning. Upon annexation, the subject property will be assigned (City) R-1 zoning consistent with the City's unified zoning and comprehensive plan map. The effects of switching from the County zoning to the City's zoning are addressed in findings below.

Table 3. Current and Proposed Zoning Upon Annexation

Tax Lot Number	Current County Zoning	Zoning Upon Annexation
500	R-1 and C-1	R-1
1600	R-1	R-1
1800	R-1	R-1
1900	R-1	R-1
2300	R-1	R-1
2301	R-1	R-1
2400	R-1	R-1
2500	R-1	R-1

SECTION 18.70.030 PETITION FOR ANEXATION.

The petitioner for annexation shall complete a petition on the form provided by the Community Development Department and remit the applicable fee. The petition shall include:

1. A map depicting the proposed annexation;
2. Specific information on each parcel within the proposed annexation area, including:
 - a. Current assessed valuation as shown on the Jefferson County Assessor's tax rolls;
 - b. Acreage of both public and private property to be annexed;
 - c. Map and tax lot number(s);
 - d. A legal description of the territory to be annexed, meeting the relevant requirements of ORS 308.225; and
 - e. The situs address
 - f. The owner of record and mailing address of the owner of record.
3. A list of registered voters in the proposed annexation area.
4. Where applicable, Consent to Annexation forms, provided by the City, with notarized signatures of all property owners and electors within the proposed annexation area.
5. Written findings, which address the following:
 - a. Existing land uses within annexation area.
 - b. Existing zoning within the annexation area and proposed zoning that is consistent with the Comprehensive Plan.
 - c. Whether the annexation area includes the jurisdiction of any special district as

defined by ORS 198.010 and whether the annexed area will be withdrawn from the jurisdiction of the special district.

d. The present availability of urban services within the proposed annexation area, a description of existing infrastructure, the present capacity of existing urban services and supporting infrastructure, the cost of extending and/or improving urban service infrastructure to City standards, and the method and source of financing the costs of extending and/or improving urban service infrastructure to City standards for the following services:

- i. sanitary sewers
- ii. storm drainage
- iii. streets
- iv. water
- v. fire
- vi. police
- vii. power
- viii. schools
- ix. parks

e. Where a zone change is requested or contemplated, a statement indicating the type and nature of any comprehensive plan text or map amendment or zoning ordinance or zoning map amendments that will be sought. A separate zone change and/or plan amendment application shall be filed and may be processed concurrently.

FINDING: The applicant submitted an application satisfying the standards set forth above. No change to the comprehensive plan or corresponding zoning designation is proposed.

SECTION 18.70.040 ANNEXATION CRITERIA.

Except as otherwise provided in 18.70.050 through 18.70.080 or by state law, lands may be annexed only if the City Council finds that the following criteria are met:

1. The annexation complies with all applicable provisions of ORS 222.

FINDING: The proposed annexation complies with the applicable provisions of ORS 222. Findings under the applicable provisions of ORS 222 are addressed below.

2. The proposed annexation area is contiguous to the City Limits as defined in and as required by ORS 222.

FINDING: The subject properties are contiguous to the city limits per ORS 222.111.

3. The property is located within the Urban Growth Boundary.

FINDING: The territory proposed to be annexed is located within the Madras Urban Growth Boundary.

4. The annexation meets at least one of the following purposes:

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- a. To serve lands needing City water or sewer to alleviate a present or potential health hazard; or
- b. To provide land to accommodate future urban development; or
- c. To provide land for provision of needed transportation or utility facilities; or
- d. To ensure that lands adjacent to the City are developed in a manner consistent with City standards.
- e. The annexation is otherwise permitted by the applicable state law.

FINDING: The proposed annexation satisfies elements (b), (c), (d), and (e). By bringing the subject property into the City, the City can ensure that any re-development of those lands will occur in a manner consistent with City standards. As addressed in the findings for ORS Chapter 222, the proposed annexation is otherwise permitted by applicable state law. The proposed annexation will allow for orderly development and construction of needed transportation facilities whereby public rights of way will be improved upon development of in accordance with City standards. The Public Works Director is requiring rights of way to be dedicated in a manner consistent with the City's TSP.

5. The annexation is timely and the petitioner has adequately addressed infrastructure supply and demand issues. This criterion is satisfied where:

a. An adequate level of the urban services identified in Section 7.3(E)(4) and infrastructure supporting those urban services is presently provided in the annexation area;

FINDING: Attached as **Exhibit B** is a memorandum dated July 14, 2022 from Public Works Director that there are adequate levels of sanitary sewers, storm drainage, domestic water and parks to serve the subject property with extension of utilities at the time a property is developed. Although many urban services are available in the subject properties area, the Public Works Director found there is an insufficient street network in the area to be annexed. Per the Public Works Memorandum, the City's Comprehensive Plan and Transportation System Master Plan identifies NW Poplar Street to be extended from US Hwy 26 to the Urban Growth Boundary as a Minor Collector. They also identify NW 3rd Street to be extended from NW Poplar Street to NW Cedar Street as a Major Collector. Since the Annexation application was revised, the Public Works Director has authorized 3rd Street to be designed and constructed to a Minor Collector standard. Additionally, the west property line of Tax Lot 1600 boundary was moved to the west to increase the size of Tax Lot 1600 (City File No. LLA-22-3).

The Public Works Director's Memorandum identifies that the existing Poplar Street ROW varies in width from 25 feet to 50 feet, which does not meet City Standards for a Minor Collector of 60 feet and that to meet minimum City standards for ROW widths and proper alignment, Tax Lot 1900 must dedicate the southerly 16 feet, and Tax Lots 2301 and 2400 will each need to dedicate the northerly 19 feet, along the entire length of the respective parcels' frontage with Poplar Street.

The Public Works Director's Memorandum also identifies that existing 3rd Street's ROW south of Poplar Street, and adjacent to Tax Lots 2300, 2301 and 1800 is 70 feet wide, is to be Minor Collector. In accordance with the City's TSP, NW 3rd Street is to extend north from Poplar Street to Cedar Street. To maintain proper alignment and meet City standards for width on a Minor Collector, Tax Lots 1600 and 1900 will need to dedicate the westerly 55 feet of their respective parcels.

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To ensure the territory proposed to be annexed are served with the necessary transportation system, The applicant shall dedicate the portions of the subject properties as public rights-of-way, prior to the annexation becoming effective, as specified in the Public Works Director's Memorandum dated July 14, 2022. More specifically, the applicant shall dedicate the portions of the following subject properties as public rights of way: 1) Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way; 2) Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way; 3) 3. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.

CONDITION OF APPROVAL: The applicant shall dedicate the portions of the subject properties as public rights-of-way, prior to the annexation becoming effective, the applicant shall dedicate the portions of the following subject properties as public rights of way:

1. Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way.
2. Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way.
3. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.

FINDING: The subject property is already served by the Jefferson County Fire District and there will be no change in service following the annexation. Per the statement from the Public Works Director, most water and sewer services have not been extended to properties that are proposed for annexation. However, at the time of development water and sewer services will be extended to serve all development on these properties consistent with City standards. The applicable developer will be responsible for the cost to extend necessary facilities to their development. A will-serve letter was not received from Pacific Power, but Staff finds that these parcels are within Pacific Power's service area and as parcels develop. Applicants or developers will extend electric service to each property as part of development. Law enforcement protection will change from Jefferson County to the City of Madras Police Department. In Exhibit A is a statement from Madras Chief of Police Tanner Stanfill that the Madras Police Department is able to provide police protection to the subject property once annexed. he annexed territory does not include any areas for residential development so there will be no additional burden on parks or schools.

The City and the Fire Department require a minimum of 20 feet in width for fire rescue vehicle access and public utility to serve properties with Public Sewer and Water. The existing public ROW located between Tax Lots 1600 and 1900 going east/west is 10 feet in width and does not meet minimum widths for Fire or Public Utilities. To meet fire standards, Tax Lot 1600 needs to dedicate the southerly 5 feet along its entire frontage with this right-of-way and Tax Lot 1900 needs to dedicate the northerly 5 feet along its entire frontage with this right-of-way.

CONDITION OF APPROVAL: At the time of annexation and to ensure adequate access for public utilities and fire rescue vehicles, Applicants shall dedicate the following as public rights of way:

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1. Tax lot 1600 shall dedicate the southerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.
2. Tax lot 1900 shall dedicate the northerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.

b. The City and other service providers are readily capable of extending or upgrading urban services and infrastructure to the area proposed for annexation without undue cost, negatively impacting existing systems, or inhibiting the adequacy of urban services to existing areas within the City Limits; or

c. Where urban services and infrastructure cannot readily be extended or upgraded, that the fiscal impacts to the City and other service providers of extending or upgrading urban services and supporting infrastructure have been mitigated through an Annexation Agreement or other mechanism approved by the City Council.

FINDING: As detailed above, the subject property is already served or can be readily served with urban services, including the dedications of right of way detailed earlier in these findings. The service providers have not identified any undue costs or negative impacts to continuing or adding urban services to the subject property. No further conditions or special agreements are necessary.

6. The proposed annexation complies with the Comprehensive Plan.

FINDING: The City's Comprehensive Plan does not set forth any applicable standards or criteria for annexation other than Policy 5, which provides "The City shall coordinate provision of public services with annexation of land outside the City limits." Rather annexation is guided by state law and the provisions of the Madras Development Code, which implements the Comprehensive Plan and includes criteria on the provision of public services. As the proposed annexation is consistent with state law and the Madras Development Code, the proposed annexation complies with the City's Comprehensive Plan. Because the subject property is located within the City's Urban Growth Boundary, the Comprehensive Plan thus contemplates the annexation of the subject property.

7. The proposed annexation is compatible with the existing topography, potential for future land division, natural hazards and other related considerations.

FINDING: The subject property has a southerly slope but does not present topographical or natural hazard challenges for future development evident by commercial development to the north, south and east of subject properties. In addition, NW Poplar Street is designated as a future minor collector street per the 2019 Madras TSP.

8. The City Council may require an Annexation Agreement or otherwise condition approval of an annexation as necessary to achieve compliance with the provisions of this section.

FINDING: The proposed annexation complies with the applicable criteria. Conditions of approval are necessary related to dedication of public right of way to achieve compliance with City standards. As identified above, adjacent streets can be further improved upon re-development of the various parcels.

SECTION 18.70.050 ANNEXATION BY CONSENT. The City need not hold an election in the City or in any contiguous territory proposed to be annexed, or hold any hearing required by ORS 222 when all the owners of land and the requisite number of electors in that territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the City. Once consent

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for annexation has been executed, the City, by ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

FINDING: The proposal is to annex the subject territory with the consent of the landowner. As the subject property is contiguous to the present city limits and the landowner has provided consent to annexation by submitting a signed Annexation application form to the City for consideration; no election is required. The City will hold public hearings on the proposed annexation consistent with ORS 222 and the Madras Development Code.

...

SECTION 18.70.090 FILING OF ANNEXATION RECORDS. The City shall report all changes in the boundaries of the City to the Jefferson County Clerk, Jefferson County Assessor, utility service providers, affected special districts, the Oregon Department of Revenue and the Oregon Secretary of State and any other entities or persons as required by State law.

FINDING: Upon annexation, the City shall report the boundary changes to those required to notified under ORS Chapter 222 and Section Chapter 18.70 of the Madras Development Code.

Chapter 18.80 ADMINISTRATIVE PROVISIONS

These are procedural requirements that have been or will be adhered to as part of these proceedings.

...

OREGON REVISED STATUTES, CHAPTER 222

ORS 222.111 Authority and procedure for annexation.

(1) When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies.

FINDING: The City is proposing to annex the subject property pursuant to ORS 222.111 to 222.180 and Chapter 18.70 of the Madras Development Code. As shown on the map attached as **Exhibit A** the subject property is contiguous to the existing city limits. There are no special requirements for annexation set forth in the City Charter.

(2) A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.

FINDING: The annexation is proposed by the owners of the property.

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(4) When the territory to be annexed includes a part less than the entire area of a district named in ORS 222.510, the proposal for annexation may provide that if annexation of the territory occurs the part of the district annexed into the city is withdrawn from the district as of the effective date of the annexation. However, if the affected district is a district named in ORS 222.465, the effective date of the withdrawal of territory shall be determined as provided in ORS 222.465.

FINDING: The annexation proposal does not include annexing territory that includes a part less than the entire area of a district identified in ORS 222.510.

(5) The legislative body of the city shall submit, except when not required under ORS 222.120, 222.170 and 222.840 to 222.915 to do so, the proposal for annexation to the electors of the territory proposed for annexation and, except when permitted under ORS 222.120 or 222.840 to 222.915 to dispense with submitting the proposal for annexation to the electors of the city, the legislative body of the city shall submit such proposal to the electors of the city. The proposal for annexation may be voted upon at a general election or at a special election to be held for that purpose.

...

FINDING: This annexation proposal does not need to be submitted to the electors of the City pursuant to ORS 222.120, which is addressed below, and the City Charter does not require such an election.

ORS 222.120

Procedure without election by city electors; hearing; ordinance subject to referendum.

(1) Except when expressly required to do so by the city charter, the legislative body of a city is not required to submit a proposal for annexation of territory to the electors of the city for their approval or rejection.

(2) When the legislative body of the city elects to dispense with submitting the question of the proposed annexation to the electors of the city, the legislative body of the city shall fix a day for a public hearing before the legislative body at which time the electors of the city may appear and be heard on the question of annexation.

(3) The city legislative body shall cause notice of the hearing to be published once each week for two successive weeks prior to the day of hearing, in a newspaper of general circulation in the city, and shall cause notices of the hearing to be posted in four public places in the city for a like period.

(4) After the hearing, the city legislative body may, by an ordinance containing a legal description of the territory in question:

...

(b) Declare that the territory is annexed to the city where electors or landowners in the contiguous territory consented in writing to such annexation, as provided in ORS 222.125 or 222.170, prior to the public hearing held under subsection (2) of this section; or

...

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(7) For the purpose of this section, ORS 222.125 and 222.170, “owner” or “landowner” means the legal owner of record or, where there is a recorded land contract which is in force, the purchaser thereunder. If there is a multiple ownership in a parcel of land each consenting owner shall be counted as a fraction to the same extent as the interest of the owner in the land bears in relation to the interest of the other owners and the same fraction shall be applied to the parcel’s land mass and assessed value for purposes of the consent petition. If a corporation owns land in territory proposed to be annexed, the corporation shall be considered the individual owner of that land.

FINDING: There is only one owner of each property proposed for annexation. The owners of the property that have consented to this annexation, pursuant to ORS 222.125, by signing the application form attached as **Exhibit A**.

ORS 222.125

Annexation by consent of all owners of land and majority of electors; proclamation of annexation.
The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

FINDING: The applicants are the owners of property that is proposed to be annexed. Because property owners consented to the annexation by signing the annexation application form, no election is required.

OREGON REVISED STATUTES, CHAPTER 197

ORS 197.175

Cities’ and counties’ planning responsibilities; rules on incorporations; compliance with goals.

(1) Cities and counties shall exercise their planning and zoning responsibilities, including, but not limited to, a city or special district boundary change which shall mean the annexation of unincorporated territory by a city, the incorporation of a new city and the formation or change of organization of or annexation to any special district authorized by ORS 198.705 to 198.955, 199.410 to 199.534 or 451.010 to 451.620, in accordance with ORS chapters 195, 196 and 197 and the goals approved under ORS chapters 195, 196 and 197. The Land Conservation and Development Commission shall adopt rules clarifying how the goals apply to the incorporation of a new city. Notwithstanding the provisions of section 15, chapter 827, Oregon Laws 1983, the rules shall take effect upon adoption by the commission. The applicability of rules promulgated under this section to the incorporation of cities prior to August 9, 1983, shall be determined under the laws of this state.

(2) Pursuant to ORS chapters 195, 196 and 197, each city and county in this state shall:

(a) Prepare, adopt, amend and revise comprehensive plans in compliance with goals approved by the commission;

(b) Enact land use regulations to implement their comprehensive plans;

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(c) If its comprehensive plan and land use regulations have not been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the goals;

(d) If its comprehensive plan and land use regulations have been acknowledged by the commission, make land use decisions and limited land use decisions in compliance with the acknowledged plan and land use regulations

FINDING: The City of Madras Comprehensive Plan is an acknowledged Comprehensive Plan that guides land use planning for properties within Madras urban Growth Boundary as well as the annexation process. The proposed annexation is compliant with City's Comprehensive Plan. The proposed annexation is consistent with the Comprehensive Plan as the proposed annexation is not prohibited by the City's Comprehensive Plan or any implementing regulations in the Madras Development code. Consistency with Oregon Administrative Rules, the State Land Use Planning goals, and specific provisions of the Madras Development Code and Comprehensive Plan are discussed herein.

Oregon Administrative Rules, Chapter 660

Division 12: Transportation Planning

660-012-0060

Plan and Land Use Regulation Amendments

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

(a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);

(b) Change standards implementing a functional classification system; or

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or

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(C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.

FINDING: The City’s Transportation Planning is based on the Comprehensive Plan designations. The proposed annexation will align the zoning of the property with the Comprehensive Plan designation as the zoning does not take effect until annexation occurs.

Division 14: Application of the Statewide Planning Goals to Newly Incorporated Cities, Annexation, and Urban Development on Rural Lands

...

660-014-0060

Annexations of Lands Subject to an Acknowledged Comprehensive Plan

A city annexation made in compliance with a comprehensive plan acknowledged pursuant to ORS 197.251(1) or 197.625 shall be considered by the commission to have been made in accordance with the goals unless the acknowledged comprehensive plan and implementing ordinances do not control the annexation.

FINDING: This annexation is consistent with the City of Madras Comprehensive Plan as the subject property is within the City’s Urban Growth Boundary and thus designated for future inclusion within the City. The statewide planning goals are nonetheless addressed below.

Oregon Statewide Planning Goals

Oregon Statewide Planning Goal 1 “To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.”

FINDING: As part of the annexation process, proper notices were sent and public hearings will be held as shown in Table 2 above.

Oregon Statewide Planning Goal 2 “To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.”, Oregon Statewide Planning Goal 3 “To preserve and maintain agricultural lands.” and, Oregon Statewide Planning Goal 4 “Forests”

FINDING: In accordance with Goal 2, the record contains an adequate factual basis to enable the City to make a rational decision on the annexation request. Exceptions to Goals 3 and 4 are not required as the annexed territory will be located within an Urban Growth Boundary and is not agricultural or forest lands.

Oregon Statewide Planning Goal 5 “Open Spaces, Scenic and Historic Areas, and Natural Resources”

FINDING: Goal 5 resources are listed in the City’s acknowledged Comprehensive Plan. There are no known significant Goal 5 resources on the site. The area proposed for annexation is similar to other sites around the City of Madras with regard to open space, scenic views and other Goal 5 values. Utilizing the selected site as proposed will have no noticeable adverse impact on the amount of regional open space or scenic views available.

Impacts on related resources:

Mineral and Aggregate, and Energy Resources: The annexed territory is not located in proximity to any mineral, aggregate, or energy resources.

Fish and Wildlife Habitat: The subject property does not include any specialized habitat for any sensitive fish or wildlife species.

Ecologically and Scientifically Significant: Nothing about the subject property separates it from surrounding areas as ecologically or scientifically significant.

Outstanding Scenic Views: Nothing about the subject property indicates it has a significantly better view than other similar or surrounding sites.

Water areas, wetlands, watersheds, and groundwater resources: The subject property does not contain any water features or resources.

Wilderness Areas: The subject property does not meet the definitions of “wilderness areas” as described within the Oregon State Goals and Guidelines. The parcel has been used for commercial purposes since at least the 1950s and does not contain pristine surroundings or old growth trees.

Historic areas, sites, structures and objects: The subject property has no structures listed on the National Register of Historic Places. No structures or places of historical significance have been determined to exist on or near the property selected.

Cultural areas: The subject property has no known cultural resources.

Oregon Statewide Planning Goal 6 “Air, Water, and Land Resources Quality”

FINDING: No exception to compliance with Goal 6 is proposed. Maintaining or improving the quality of the community’s air, water and land resources will be assured through enforcement of state and local regulations. Annexation of the subject property into the City will ensure connections to City sewer system. Annexation of the subject property will not cause the sewer capacity to be exceeded as supported by **Exhibit A**.

Oregon Statewide Planning Goal 7 “Natural Disasters and Hazards”

FINDING: There are no areas within the subject property that are subject to flooding or landslide activity. The wildfire hazard for the subject property is the same as other areas. The subject property is already within a fire protection district and will continue to be served by the Jefferson Fire District.

Oregon Statewide Planning Goal 8 “Recreational Needs”

FINDING: Annexation of the subject property will not deprive citizens of recreational opportunities. As development is proposed, the needs for additional park land dedication or in-lieu of fees will be reviewed and assessed or required as necessary to meet the City’s parks plans as necessary per Madras Municipal Code Chapter 18.

Oregon Statewide Planning Goal 9 “Economic Development”

FINDING: The proposed annexation does not change the amount of lands designated for industrial or employment uses.

Oregon Statewide Planning Goal 10 “Housing”

FINDING: The proposed annexation will allow the inclusion of additional land for housing purposes and create more opportunities for additional housing.

Oregon Statewide Planning Goal 11 “Public Facilities and Services”

FINDING: Subject to the conditions of approval throughout these findings and decision, public facilities and services are adequate to serve the needs of the area proposed for annexation as documented in **Exhibit A**.

Oregon Statewide Planning Goal 12 is “To provide and encourage a safe, convenient and economic transportation system.”

FINDING: OAR 660-012 implements Oregon Statewide Planning Goal 12. This administrative rule requires the City to prepare and adopt a Transportation System Plan (“TSP”) as part of its Comprehensive Plan. The City has adopted a TSP, which has been acknowledged by DLCD.

OAR 660-012-0060 further requires cities to mitigate any significant effects on existing or planned transportation facilities resulting from changes in plans and land use regulations. Upon annexation, the subject property will assume the zoning designation assigned by the City’s unified Zoning and Comprehensive Plan map and be subject to the Madras Development Code. Because the City’s transportation planning is based on designation in the Comprehensive Plan, the change in zoning to match the Comprehensive Plan designation does not affect the City’s transportation planning or the function of its transportation system. Accordingly, the annexation, and change from County to City zoning, does not allow for levels of development above and beyond what is presently permitted on the subject property.

Oregon Statewide Planning Goal 13 “Energy Conservation”

FINDING: The proposed annexation has no impact on energy usage. However, the subject property’s location adjacent to the existing city limits will result in less transportation-related energy use than inclusion of more distant lands.

Oregon Statewide Planning Goal 14 “Urbanization”

FINDING: Goal 14 calls for the orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities. This goal provides no specific criteria for annexations. However, the proposed annexation will allow for efficient transition to urban uses as annexation will allow for the extension of urban services to the subject property.

Oregon Statewide Planning Goals 15-19

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FINDING: These Goals are not applicable to the subject property because it is not within the Willamette Greenway, estuarine areas, coastal shoreland, beaches and dunes or ocean resources.

18.80.010 Pre-application conference.

Unless the application is filed by the City, a pre-application conference is required for all Type III and Type IV applicants. Pre-application conferences are also highly recommended for complex applications and for applicants who are unfamiliar with the land use process. The purpose of the conference shall be to acquaint the applicant with the substantive and procedural requirements of this Development Code and to identify issues likely to arise in processing an application. [Ord. 933 § 16.1, 2019.]

FINDING: Jefferson County attended a pre-application conference on October 20, 2020 and numerous meetings were subsequently held with applicants after that date.

18.80.020 Applications.

No land use approval or planning review shall be processed unless the applicant submits a complete application.

(1) All applications shall:

- (a) Be submitted by the property owner or a person who has written authorization from the property owner to make the application;**
- (b) Be completed on the applicable form prescribed by the City;**
- (c) Include supporting information required by this Development Code and any other information necessary to, in the judgment of the Community Development Director, demonstrate compliance with applicable standards;**
- (d) Be accompanied by the appropriate application fee, and any applicable public hearing fee, established by the City from time to time; and**
- (e) Provide proof of ownership in the form of a deed or other recorded document; except this requirement shall not apply to:
 - (i) Applications submitted by or on behalf of a public entity or public utility having the power of eminent domain with respect to the property subject to the application; or**
 - (ii) Applications for development proposals sited on lands owned by the state or the federal government.****

FINDING: Staff finds Applicant complied with the above stated standards.

(2) For purposes of this Development Code, a complete application refers to an application submitted in conformance with this section and any other requirements of the particular application set forth in this Development Code. An application is not complete unless, in the judgment of the Community Development Director, the application contains sufficient information to address all applicable standards. Acceptance of an application as complete shall not preclude a determination at a later date that additional applicable standards need to be addressed or a later determination that additional information is needed to adequately address applicable standards. [Ord. 933 § 16.2, 2019.]

FINDING: Staff finds Applicant complied with the above stated standards.

18.80.030 Modification of application.

(1) Subject to this section, an applicant may modify an application at any time during the approval process up until the issuance of an administrative decision or the close of the record for an application requiring a public hearing.

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(2) The decision maker shall not consider any evidence submitted by or on behalf of an applicant that would constitute a modification of application unless the applicant submits a complete application for a modification and agrees in writing to restart the applicable review period as of the date the modification is submitted.

(3) A modification of application that constitutes a new proposal shall not be permitted as a modification, but shall instead require the filing of a new application.

(4) For Type III decisions, the decision maker may require that the modified application be noticed and additional hearings be held.

(5) Up until the issuance of an administrative decision or the day a public hearing is opened for receipt of oral testimony, the Community Development Director shall have sole authority to determine whether an applicant's submittal requires an application for modification of application or requires submittal of a new application. After such time, the higher decision maker shall make such determinations. The decision maker's determination shall be appealable only to the Oregon Land Use Board of Appeals (LUBA) and shall be appealable only after a final decision is entered by the City on the underlying application. [Ord. 933 § 16.3, 2019.]

FINDING: Applicant has not applied for a modification of application. Should Applicant do apply for a modification in the future, the above stated standards shall apply.

...

18.80.050 Burden of proof.

The burden of proof to demonstrate compliance with the applicable standards is upon the applicant for all land use approvals and planning reviews. [Ord. 933 § 16.5, 2019.]

FINDING: Staff finds Applicant complied with the above stated standards.

18.80.060 Applicable standards.

The standards and criteria applicable to an application shall be the standards and criteria applicable at the time the application was first submitted. [Ord. 933 § 16.6, 2019.]

FINDING: Staff finds Applicant complied with the above stated standards.

18.80.070 Final action.

The City shall take final action on all applications in accordance with the time limitations set forth in ORS 227.178 as the same may be amended from time to time. [Ord. 933 § 16.7, 2019.]

FINDING: Staff finds City may take final action according to the above stated standards.

18.80.080 Time computation.

Except when otherwise provided, the time within which an act is required to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, legal holiday, or any day on which the City is not open for business pursuant to a City ordinance, in which case it shall also be excluded. [Ord. 933 § 16.8, 2019.]

FINDING: Staff finds the City is subject to the above stated standards.

18.80.090 Classification of decisions.

All land use approvals and planning reviews shall be processed based on the decision classification hierarchy set forth below. Except where the classification is expressly prescribed in this Development Code, the Community Development Director shall have discretion as to how a particular application,

request, or review shall be classified and which review procedures will be used, which shall not be an appealable decision.

...

(3) Type III Decisions.

- (a) Type III decisions are made by the Planning Commission after a public hearing following quasi-judicial hearings procedures set forth in this chapter.
- (b) Applications for a subdivision, planned unit development, conditional use, major variance, quasi-judicial zone change, master development plan, and such other applications as prescribed by this Development Code shall be processed as Type III decisions.
- (c) If appealed, Type III decisions may be appealed to the City Council subject to the City Council's discretion to hear the appeal.

...

(5) Additional or alternative procedures for specific applications may be set forth in this Development Code. [Ord. 933 § 16.9, 2019.]

FINDING: Staff determined an application for annexation shall be reviewed as a Type III decision according to the above stated standards.

18.80.100 Hearings officers.

The City Council may appoint a special Hearings Officer to review an application or appeal in place of the Planning Commission or City Council. [Ord. 933 § 16.10, 2019.]

FINDING: This application will be reviewed by the City of Madras Planning Commission and later the City Council.

18.80.110 Notice of application.

- (1) No notice is required for the receipt of an application for a Type I decision.**
- (2) Notice of an application for a Type II decision shall be mailed within ten (10) days after City's acceptance of a complete application. Written notice shall also be mailed to the following persons:**
 - (a) The applicant.**
 - (b) Unless specified elsewhere in this Development Code, to all owners of property within a distance of 250 feet of the subject property at the owner's address of record with the Jefferson County Tax Assessor.**
 - (c) Affected public agencies, including the following:**
 - (i) *Division of State Lands.* The City shall notify the Oregon Division of State Lands (DSL) of any application that involves lands that are wholly or partially within areas that are identified as wetlands. Notice shall be in writing using the DSL Wetland Land Use Notification form and shall be sent within five working days of acceptance of a complete application (ORS 227.350).**
 - (ii) *Department of Fish and Wildlife.* The City shall notify the Oregon Department of Fish and Wildlife (ODFW) in writing of any application for development activities within the riparian corridor. A mitigation recommendation shall be obtained from ODFW. Approval of the proposed development shall include a condition requiring compliance with the ODFW mitigation recommendations (OAR 635-415).**
 - (iii) *Other Agencies.* The City shall notify other public agencies, as appropriate, that have statutory or administrative rule authority to review or issue state permits associated with local development applications.**

(3) Notice of Type III decisions shall be the same as that required of Type II decisions except that the Community Development Director shall set the date of the initial public hearing and a notice of the

ATTACHMENT A

public hearing shall be published in a newspaper of general circulation within the City no less than twenty (20) days and no more than forty (40) days prior to the public hearing.

FINDING: Staff notified all property owners within a 250 foot buffer of subject properties on July 5, 2022 using the address of record obtained from the Jefferson County Tax Assessor. A notice was sent to the Development team on July 5, 2022. A public notice was published in the Madras Pioneer newspaper on July 6, 2022 and again on July 20, 2022. On July 13, 2022, Public notices were also placed in a public spaces at Madras City Hall, the Jefferson County Tax Assessor's office, the Madras post office and the Jefferson County Public Library. Notice was also sent to subscribers of the City's Public Notification e-mail list on July 8, 2022 (see Table 2).

As a result of the Annexation proposal being revised, the City sent a new notice to all properties within 250 feet of the properties proposed to be annexed on December 1, 2022 and published a new notices of the Planning Commission (January 4, 2022) and City Council (January 24, 2022) hearings in the December 7, 2022 and December 28, 2022 editions of the Madras Pioneer.

...

(5) The failure of a party to receive actual notice shall not invalidate any proceeding or any decision issued pursuant to this Development Code.

(6) Notwithstanding the provisions of this section, where other provisions of this Development Code specify procedures with greater opportunity for public notice and comment, those procedures shall apply. [Ord. 933 § 16.11, 2019.]

18.80.120 Contents of public notice.

(1) All required public notices shall provide a brief description of the applicant's request, a list of applicable standards, the location of the property, the date, time, and place of the public hearing (if applicable), and instructions on obtaining copies of the application and providing written comment.

(2) All notices for public hearings shall also contain a statement that recipients may request a copy of the staff report. [Ord. 933 § 16.12, 2019.]

FINDING: The public notices posted and published comply with the above started standards.

18.80.130 Public hearing procedure.

(1) A public hearing shall be conducted in the following order:

(a) The decision maker shall explain the purpose of the public hearing and announce the order of proceedings, including reasonable time limits on presentations by parties.

(b) A statement by the decision maker regarding pre-hearing contacts, bias, prejudice, or personal interest shall be made.

(c) Any evidence received outside of the hearing shall be stated in the record.

(d) Challenges to the decision maker's qualifications to hear the matter must be stated.

(e) Order of presentation:

(i) Staff report.

(ii) Proponent's presentation.

(iii) Opponent's presentation.

(iv) Interested parties.

(v) Proponent's rebuttal.

(vi) Staff comments.

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(vii) Questions from or to the decision maker may be entertained at any time at the decision maker's discretion. [Ord. 933 § 16.13, 2019.]

FINDING: A public hearings were scheduled and noticed before the City of Madras Planning Commission and the City Council as shown in Tables 1 and 2.

18.80.140 Filing of staff report for public hearing.

(1) A staff report shall be completed at least seven days prior to the public hearing.

(2) A copy of the staff report shall be filed with the decision maker, mailed to the applicant, and made available to such other persons who request a copy.

(3) Oral or written modifications and additions to the staff report shall be allowed prior to or at the time of the public hearing. [Ord. 933 § 16.14, 2019.]

FINDING: Staff issued staff reports at least seven days prior to each public hearing.

18.80.150 Prohibition on pre-hearing (ex parte) contacts.

The decision maker or any member thereof shall not communicate directly or indirectly with any party or representative of a party in connection with any quasi-judicial application where a public hearing is scheduled. Any pre-hearing ex parte contact shall be disclosed on the record at the public hearing. [Ord. 933 § 16.15, 2019.]

18.80.160 Challenge for bias, prejudice, or personal interest.

(1) Prior to or at the commencement of a quasi-judicial public hearing, any party may challenge the qualifications of the decision maker, or a member thereof, for bias, prejudice, or personal interest. The challenge shall be documented with specific reasons supported by substantial evidence.

(2) Should qualifications be challenged, the decision maker, or the member thereof, shall disqualify themselves, withdraw, or make a statement on the record of their capacity to hear the request and make a decision without bias, prejudice, or personal interest. [Ord. 933 § 16.16, 2019.]

18.80.170 Objections to procedural issues.

Any objections to any procedural issue not raised prior to or during the public hearing are waived. [Ord. 933 § 16.17, 2019.]

18.80.180 Limitation on oral presentations.

The decision maker may set reasonable time limits on oral presentations at public hearings. [Ord. 933 § 16.18, 2019.]

18.80.190 Record.

(1) All evidence timely submitted and placed before the decision maker shall be entered into the record.

(2) For public hearings, an audio recording of the hearing shall be made.

(3) All exhibits presented shall be marked to show the application file number and the identity of the party offering the evidence. [Ord. 933 § 16.19, 2019.]

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18.80.200 Notice of decision.

The final decision of the decision maker shall be in writing, signed, and mailed to all parties; provided, however, only the point of contact provided to the City will be delivered notice for any group, entity, or similar collection of individuals constituting a party. [Ord. 933 § 16.20, 2019.]

FINDING: The public hearings will be conducted and decision to all parties according to the above stated standards.

18.80.210 Reapplication limited.

If a specific application is denied, no reapplication for substantially the same proposal may be made for six months or the date specified elsewhere in this Development Code, whichever is greater, following the date of the final decision. [Ord. 933 § 16.21, 2019.]

FINDING: Applicant shall be subject to the above stated procedural standards. If a reapplication is desired by the Applicant, the above stated standards shall apply.

...

18.80.230 Appeals.

(1) A decision shall be final unless a complete notice of appeal, compliant with MDC 18.80.240, is received by the Community Development Department within fifteen (15) days of the mailing date of the final written decision and provided the challenged decision is subject to appeal.

(2) Who may file an appeal:

(a) A party to the application.

(b) A person to whom notice was to be mailed in accordance with MDC 18.80.110, and to whom no notice was mailed.

(c) The Planning Commission; provided, however, any appeal by the Planning Commission shall go directly to the City Council. No fee shall be required for an appeal filed by the Planning Commission.

(3) If more than one party files a notice of appeal on the same decision, the appeals shall be consolidated, noticed, and heard as one proceeding.

(4) An appeal may be withdrawn in writing by an appellant at any time prior to the rendering of a final decision on the appeal. Subject to the existence of other appeals on the same application, in such event the appeal proceedings shall terminate as of the date the withdrawal is received. An appeal may be withdrawn under this section regardless of whether other nonfiling parties have relied upon the appeal filed by the appellant.

(5) Any failure to conform to the requirements of MDC 18.80.240 and MDC 18.80.250 shall constitute a jurisdictional defect requiring dismissal of the appeal as untimely and/or unperfected.

(6) Determination of jurisdictional defects in an appeal shall be made by the body to whom an appeal has been made. [Ord. 933 § 16.23, 2019.]

FINDING: Should an appeal be received, the appeal will be reviewed according to the above stated standards.

18.80.240 Notice of appeal.

Every notice of appeal shall contain:

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- (1) Proper identification of the decision subject to appeal;
- (2) The specific grounds relied upon for appeal;
- (3) If a hearing was held below, a transcription of the proceedings;
 - (a) Failure to submit a transcript shall render a notice of appeal incomplete and thus untimely. An appellant may cure an incomplete notice of appeal by submitting the transcript within ten (10) days of the date that the notice of appeal was filed; and
- (4) All parties shall be mailed notice of the hearing on appeal within ten (10) days of scheduling the hearing. [Ord. 933 § 16.24, 2019.]

18.80.250 Scope of review on appeal.

- (1) The review of a Type II decision on appeal before the Planning Commission shall be de novo.
- (2) Except where review by the City Council is expressly required, the City Council has discretion whether to hear any appeal for which it has jurisdiction including, without limitation, review of a decision on appeal issued by the Planning Commission. A decision by the City Council to not grant discretionary review of the appeal is the final determination of the City and will be considered to be an adoption by the Council of the decision being appealed, including any interpretations of this Development Code and the City Comprehensive Plan included in the decision. The final decision may be appealed to the Oregon Land Use Board of Appeals as provided by law.
- (3) If the City Council elects to hear to a discretionary appeal, the City Council has further discretion whether to hear the appeal de novo or on the record. Moreover, the City Council may elect to limit review of the appeal to specific issues set forth in the notice of appeal.
- (4) The City Council's decision whether to grant discretionary review of an appeal, and the scope of the discretionary review, will be made without testimony or argument from persons interested in the appeal. [Ord. 933 § 16.25, 2019.]

FINDING: Should an appeal be received, the appeal will be reviewed according to the above stated standards.

VIII. Conclusion:

Based on the application submitted and related materials, and the findings in this decision, the applicable approval criteria for Annexation are determined to be satisfied and is approved subject to the conditions of approval listed herein this land use decision and below.

Conditions of Approval:

The following must be satisfied prior to recording of the ordinance:

1. The property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3.
2. The following portions of the Annexed Territory must be dedicated as public rights-of-way:
 - A. Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way.

ATTACHMENT A

- B. Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way.
- C. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.
- D. Tax lot 1600 shall dedicate the southerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.
- E. Tax lot 1900 shall dedicate the northerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.

END OF CONDITIONS OF APPROVAL

**EXHIBIT B
LIST OF ANNEXED PROPERTIES**

Tax Lots: 11-13-2-DA, Tax Lots 500, 1600, 1700, 1800, 1900, 2300, 2301, 2400, 2500

Rights-of-Way: Portion of NW Poplar Street, Portion of NW 3rd Street, Portion of NW 4th Street, Portion of NW Plum Street, Portion of NW Warm Springs Highway (US26), Portion of Unnamed Street

EXHIBIT C
LEGAL DESCRIPTION OF ANNEXED TERRITORY
[attached]

EXHIBIT A

PARCELS FOR ANNEXATION

Parcel I:

That portion of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, described as follows:

Beginning at a point on the Section line 43 rods (709.50 feet) North of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2 in Township 11 South, Range 13 East of Willamette Meridian, thence North along said Section line 30 rods (495.00 feet); thence West 80 rods (1,320.00 feet); thence South 50 rods (825.00 feet); thence East 40 rods (660.00 feet); thence North 20 rods (330.00 feet); thence East 40 rods (660.00 feet) to the place of beginning; all lines hereto running on the same degree of variation as the Section lines of said Section.

EXCEPTING THEREFROM those portions thereof described in the following Deeds:

Recorded July 2, 1956, in Book 27, Page 698; Recorded September 14, 1956, Book 28, Page 321; Recorded July 19, 1961, Book 33, Page 349; Recorded May 16, 1947, Book 18, Page 175; Recorded July 9, 1936, Book 13, Page 344; Recorded July 9, 1936, Book 13, Page 345; Recorded May 9, 1947, Book 18, Page 167; Recorded March 22, 1949, Book 20, Page 478; Recorded September 12, 1961, Book 33, Page 531; Recorded April 3, 1957, Book 28, Page 580; Recorded November 15, 1956, Book 28, Page 320; Recorded December 31, 1956 Book 28, Page 427; Recorded December 31, 1956, Book 28 Page 428 and 430; Recorded December 31, 1956, Book 28, Page 429; Recorded May 22, 1966, Book 34, Page 608;

ALSO DESCRIBED AS a portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along said East line of Section 2 North 0°04'00" East 709.50 feet to the North line of lands described in Book 27, Page 698, Recorded July 2, 1956; Thence along said North line, being the North right of way line of Northwest Plum Street, the following courses: North 89°56'00" West 438.00 feet to the **POINT OF BEGINNING**; North 89°56'00" West 222.00 feet to the East line of lands described in Book 34, Page 608, Recorded May 22, 1966; Thence leaving said courses and along said East line of Book 34, Page 608 North 0°04'00" East 500.87 feet, more or less, to the South line of Partition Plat 2004-16 and the South right of way line of Northwest Cedar Street; Thence along said South lines South 89°56'00" East 301.00 feet to the Northwest corner of lands described in Book 18, Page 167 Recorded May 9, 1947; Thence along the West line of said Book 18, Page 167 South 0°04'00" West 212.00, more or less, feet to the Northeast corner of lands described in Book 33, Page 349, Recorded July 19, 1961; Thence along the North line of said Book 33, Page 349 North 89°56'00" West 79.00 feet to the Northwest corner of said Book 33, Page 349; Thence along the West line of said Book 33, Page 349, and Book 33, Page 531, Recorded September 12, 1961, and Book 28, page 428, Recorded December 31, 1956 South 0°04'00" West 288.87 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 2.94 acres, more or less.

Parcel II:

Beginning at a point 368.9 feet North (North 0°04'00" East) and 475.0 feet West (North 89°56'00" West) of the Southeast corner of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon; thence West (North 89°56'00" West) a distance of 185.0 feet; thence North (North 0°04'00" East) a distance of 330.5 feet; thence East (South 89°56'00" East) a distance of 185.0 feet; thence South (South 0°04'00" West) a distance of 330.5 feet to the point of beginning.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 1.40 acres, more or less.

Parcel III:

(proposed lot line adjustment, currently awaiting approval from City of Madras)

The East 160 feet of lands described in Book 34, Page 608, Recorded May 22, 1966, located within the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along said East line of Section 2 North 0°04'00" East 368.90 feet to an extension of the North right of way line of Northwest Poplar Street; Thence along said North right of way line the following courses: North 89°56'00" West 660.00 feet to the East line of said lands described in Book 34, Page 608, and the **POINT OF BEGINNING**; North 89°56'00" West 15.00 feet; North 89°50'22" West 145.00 feet; Thence leaving said courses and 160 feet west and parallel to said East line of lands described in Book 34, Page 608 North 0°04'00" East 841.13, more or less, feet to the South line of Partition Plat 2004-16; Thence along said South line of Partition Plat 2004-16 South 89°56'00" East 160.00 feet to the Northeast corner of said lands described in Book 34, Page 608; Thence along said East line of lands described in Book 34, Page 608 South 0°04'00" West 841.37 feet, more or less, to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 3.09 acres, more or less.

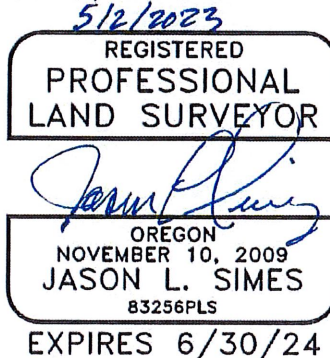


EXHIBIT A

LEGAL DESCRIPTION

A parcel of land lying in Section 2, Township 11 South, Range 13, East of the Willamette Meridian, Jefferson County, Oregon, bounded as follows:

Beginning at a point 221.5 feet South and 75.45 feet West of the East 1/4 corner of Section 2, said point being on the Westerly right of way line of the Warm Springs Highway; thence South along said right of way line a distance of 53 feet; thence West 100 feet; thence North 53 feet; thence East 100 feet to the point of beginning.

And

The South Half of a parcel of land lying in Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, said tract being more particularly described as follows:

Beginning at a point 221.5 feet South and 75.45 feet West of the East Quarter corner of said Section 2, said point also being on the Westerly right of way line of the Warm Springs Highway; thence South along the Right of way line, a distance of 106 feet; thence West a distance of 100 feet; thence North a distance of 106 feet; thence East 100 feet to the point of beginning.

And

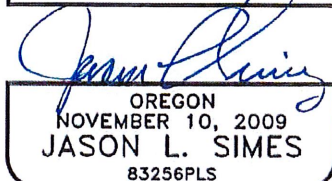
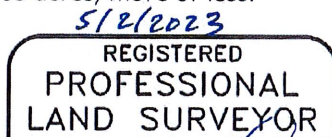
The South Half of the following described premises:

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, and more particularly described as follows:

Beginning at a point which is 115.5 feet South and 175 feet West of the Northeast corner of the Southeast Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian; thence South 217 feet, thence west 184 feet; thence North 217 feet; thence East 184 feet to the point of beginning in Jefferson County, Oregon. Save and except the South 5 feet thereof.

The Basis of Bearings is South 0°04'00" West along the East line of said Section 2.

The above described land contains 0.69 acres, more or less.



EXPIRES 6/30/22

EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

Beginning at the Northwest corner of Tract B, Block 2, Watts Addition, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary line of said Tract B and Tract A, a distance of 321.06 feet; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 321.06 feet to a point in the Westerly extension of the North line of said Tract B; thence South 89°58'21 East 100 feet to the point of beginning LESS AND EXCEPTING the following described parcel: Beginning a the Northwest corner of Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary of said Tract B to the Southwest corner thereof; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 170.00 feet to a point in the Westerly extension of the North line of Tract B; thence South 89°58'21" East 100 feet to the point of beginning.

Parcel II:

Beginning at the Northwest corner of Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon; thence South 0°04' West along the Westerly boundary of said Tract B to the Southwest corner thereof; thence North 89°56' West a distance of 100 feet; thence North 0°04' East 170.00 feet to a point in the Westerly extension of the North line of Tract B; thence South 89°58'21" East 100 feet to the point of beginning.

Parcel III:

Tract B, Block 2, WATTS ADDITION, Jefferson County, Oregon.

Parcel IV:

Tract A, Block 2, WATTS ADDITION, Jefferson County, Oregon

The Basis of Bearings is South 0°04'00" West along the East line of said Tracts A and B.

The above described land contains 2.29 acres, more or less.

5/2/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes
OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22

EXHIBIT A

LEGAL DESCRIPTION

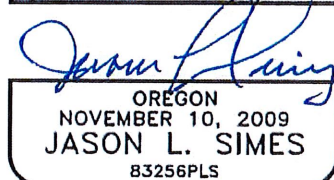
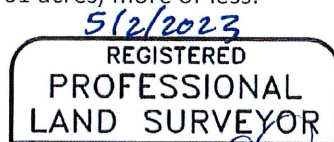
A parcel of land situate in the Southwest part of the Northeast quarter of the Southeast quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, which was conveyed to Nellie Watts as recorded in Jefferson County Deed Volume 23, Page 294, and more particularly described as follows:

Beginning at a point, a 1/2 inch pipe set at the Southeast 1/16 corner of Section 2; thence along the East 1/16 Section line, North 00°04'00" East 105.00 feet to a #4x24 inch plastic-capped steel rod; thence along a line parallel with the South 1/16 Section line, North 89°51'40" East 225.00 feet to a #5x30 inch plastic-capped steel rod; thence along a line parallel with the East 1/16 Section line, North 00°04'00" East 263.62 feet to a point, from which a #5x30 inch plastic-capped steel rod set as a Witness Corner along the South line of a dedicated easement bears South 00°04'00" West 50.00 feet; thence North 89°50'22" East 419.39 feet to a point, from which a #5x30" plastic-capped steel rod set as a Witness Corner along said South easement line and the West line of Third Street bears South 00°08'41" East 50.00 feet; thence along the West line of Third Street, South 00°08'41" East 368.77 feet to a #5x30 inch plastic-capped steel rod set along the intersection with the South 1/16 Section line; thence along the South 1/16 Section line, South 89°51'40" West 645.75 feet to the Point of Beginning.

Excepting therefrom the North 50 feet as Dedicated by instrument recorded June 5, 1985, as Instrument #154582, Jefferson County, Oregon.

The Basis of Bearings is South 0°04'00" West along said West line of Third Street.

The above described land contains 3.61 acres, more or less.



EXPIRES 6/30/22

EXHIBIT A

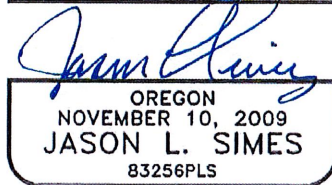
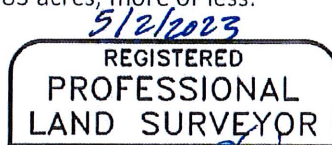
LEGAL DESCRIPTION

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 and the Northwest One-Quarter of the Southwest One-Quarter of Section 1, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the East One-Quarter corner of said Section 2; Thence along the East line of said Section 2 South 0°04'00" West 114.02 feet to the **POINT OF BEGINNING**; Thence South 89°56'00" East 75.00 feet to the East right of way line of Northwest Warm Springs Highway, US26; Thence along said East right of way line the following courses; South 0°04'00" West 385.98 feet; South 7°55'07" East 50.53 feet; South 0°04'00" West 9.30 feet; South 58°39'24" West 34.40 feet; South 0°04'00" West 78.86 feet; North 89°56'00" West 2.66 feet; South 0°04'00" West 179.36 feet; Thence leaving said courses North 89°56'00" West 100.00 feet to the West right of way line of said Northwest Warm Springs Highway, US26; Thence along said West right of way line North 0°04'00" East 210.60 feet to the South right of way line of Northwest Plum Street; Thence along the lines of said Northwest Plum Street the following courses: North 89°56'00" West 610.00 feet; North 0°04'00" East 10.00 feet; South 89°56'00" East 610.00 feet to said West right of way line of Northwest Warm Springs Highway, US26; Thence leaving said courses and along said West right of way line the following courses; North 0°04'00" East 96.50 feet; North 89°56'00" West 80.00 feet; North 0°04'00" East 40.00 feet; South 89°56'00" East 55.00 feet; North 0°04'00" East 95.50 feet; North 89°56'00" West 363.00 feet; North 0°04'00" East 56.87 feet; South 89°56'00" East 363.00 feet; North 0°04'00" East 212.00 feet; Thence leaving said courses South 89°56'00" East 75.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is South 0°04'00" West along the East line of said Section 2.

The above described land contains 2.83 acres, more or less.



EXPIRES 6/30/22

EXHIBIT A

LEGAL DESCRIPTION

Northwest Oak Street:

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along the South line of said Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 305.00 feet to the **POINT OF BEGINNING**; Thence continuing along said South line North 89°51'40" West 300.00 feet; Thence North 0°04'00" East 22.86 feet to the Southwest corner of lands described in Document 2013-2794, Jefferson County Official Records, Recorded August 5th, 2013, and the North right of way line of Northwest Oak Street; Thence along the South line of said Document 2013-2794 and said North right of way line of Northwest Oak Street the following courses: South 89°53'46" East 100.00 feet; South 0°04'00" West 17.92 feet; South 89°51'40" East 200.00 feet to the Southeast corner of said Document 2013-2794; Thence leaving said courses South 0°04'00" West 5.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 0.08 acres, more or less.

Northwest Poplar Street, Northwest 3rd Street, and Northwest 4th Street:

A portion of the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 11 South, Range 13 East of the Willamette Meridian, Jefferson County, Oregon, and more particularly described as follows:

Commencing at the South One-Sixteenth corner on the East line of said Section 2; Thence along the South line of said Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 305.00 feet to the **POINT OF BEGINNING**; Thence along the West right of way line of Northwest 4th Street North 0°04'00" East 344.23 feet to the South right of way line of Northwest Poplar Street; Thence along said South right of way line of Northwest Poplar Street North 89°56'00" West 300.00 feet to the East right of way line of Northwest 3rd Street; Thence along said East right of way line of Northwest 3rd Street South 0°04'00" West 343.85 feet to said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2; thence along said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 70.00 feet to the West right of way line of said Northwest 3rd Street; Thence along said West right of way line of Northwest 3rd Street North 0°04'00" East 318.77 feet to said South right of way line of Northwest Poplar Street; thence along said South right of way line of Northwest Poplar Street North 89°50'22" West 419.39 feet; Thence North 0°09'38" East 50.00 feet to the North right of way line of said Northwest Poplar Street; Thence along said North right of way line of Northwest Poplar Street the following courses: South 89°50'22" East 419.31 feet; South 89°56'00" East 342.25 feet; North 0°04'00" East 16.00 feet; South 89°56'00" East

97.75 feet; Thence leaving said courses and along the East right of way line of said Northwest 4th Street South 0°04'00" West 385.32 feet to said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2; Thence along said South line of the Northeast One-Quarter of the Southeast One-Quarter of Section 2 North 89°51'40" West 70.00 feet to the **POINT OF BEGINNING**.

The Basis of Bearings is North 0°04'00" East along the East line of said Section 2.

The above described land contains 1.88 acres, more or less.

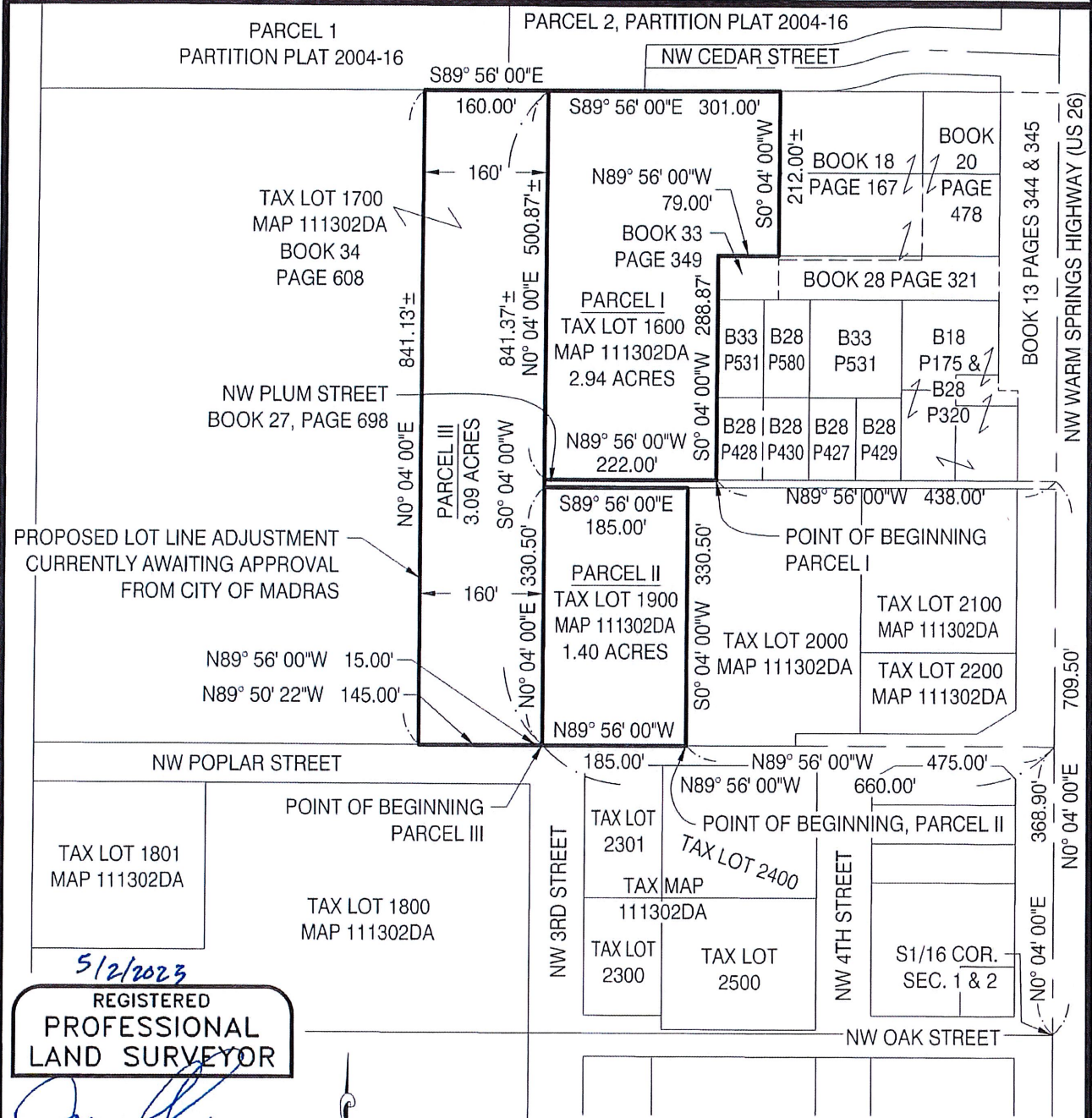
5/2/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR
Jason L. Simes
OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS
EXPIRES 6/30/22

**EXHIBIT D
MAP OF ANNEXED TERRITORY**

[attached]

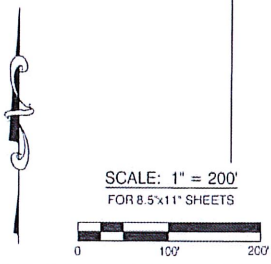
EXHIBIT B

PARCELS FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



5/2/2023
**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Jason L. Simes
 OREGON
 NOVEMBER 10, 2009
JASON L. SIMES
 83256PLS
 EXPIRES 6/30/24

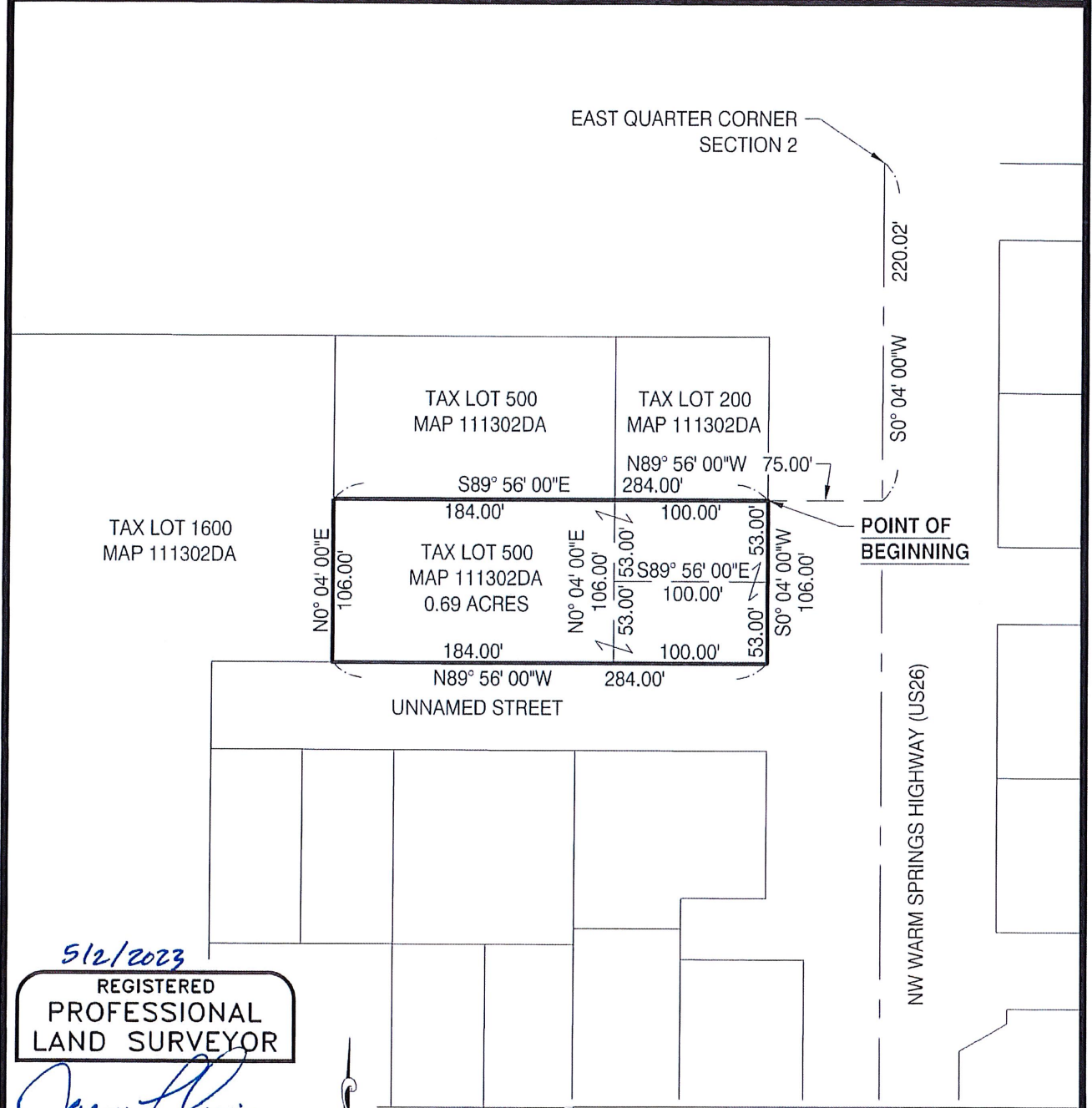


H.A. M^cCOY
ENGINEERING & SURVEYING LLC
 1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION		PROJECT NO: 22-097
DESIGN: JJW	DATE: 03/13/23	PAGE: EXH. B

EXHIBIT B

PARCEL FOR ANNEXATION
LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



5/12/2023
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jason L. Simes

OREGON
NOVEMBER 10, 2009
JASON L. SIMES
83256PLS

EXPIRES 6/30/22



SCALE: 1" = 100'
FOR 8.5x11" SHEETS



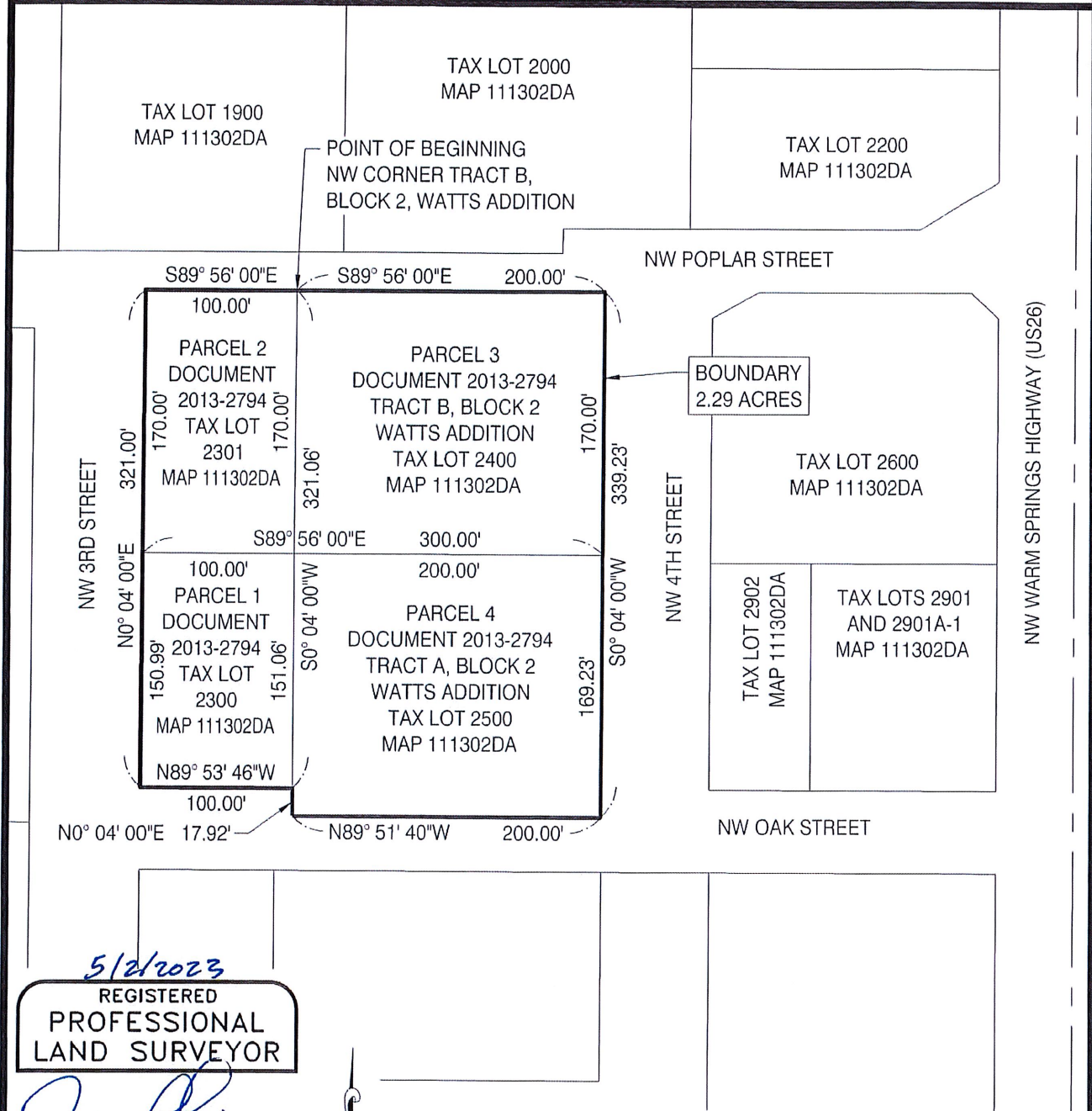
H.A. M^cCOY
ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PROJECT: MADRAS ANNEXATION		PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/06/22	PAGE: EXH. B

EXHIBIT B

PARCEL FOR ANNEXATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



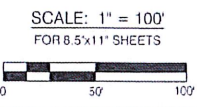
5/2/2023

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Jason L. Simes

OREGON
 NOVEMBER 10, 2009
 JASON L. SIMES
 83256PLS

EXPIRES 6/30/22



H.A. M^cCOY
 ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/03/22
	PAGE: EXH. B

EXHIBIT B

PARCEL FOR ANNEXATION

LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF MADRAS, JEFFERSON COUNTY, OREGON.

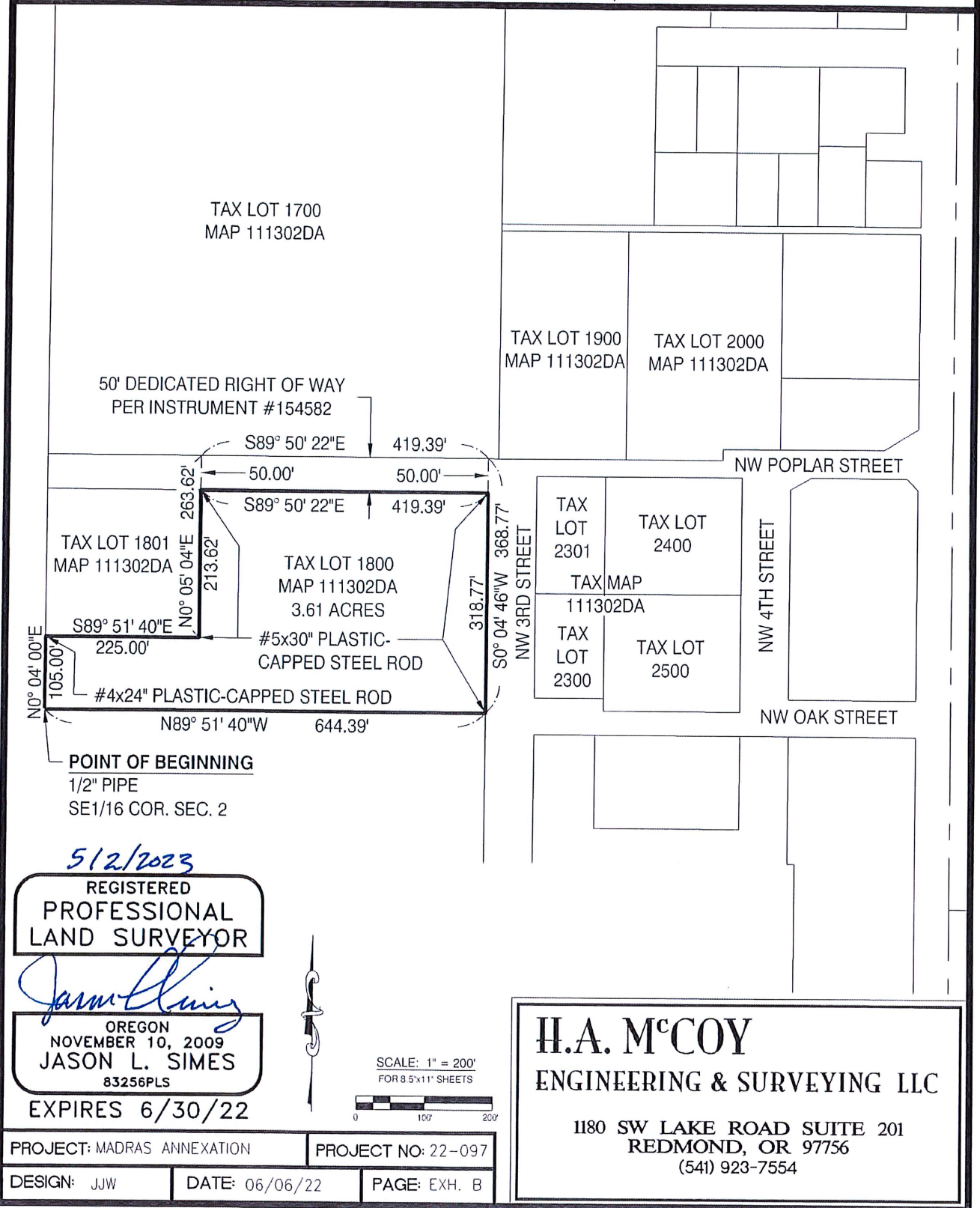
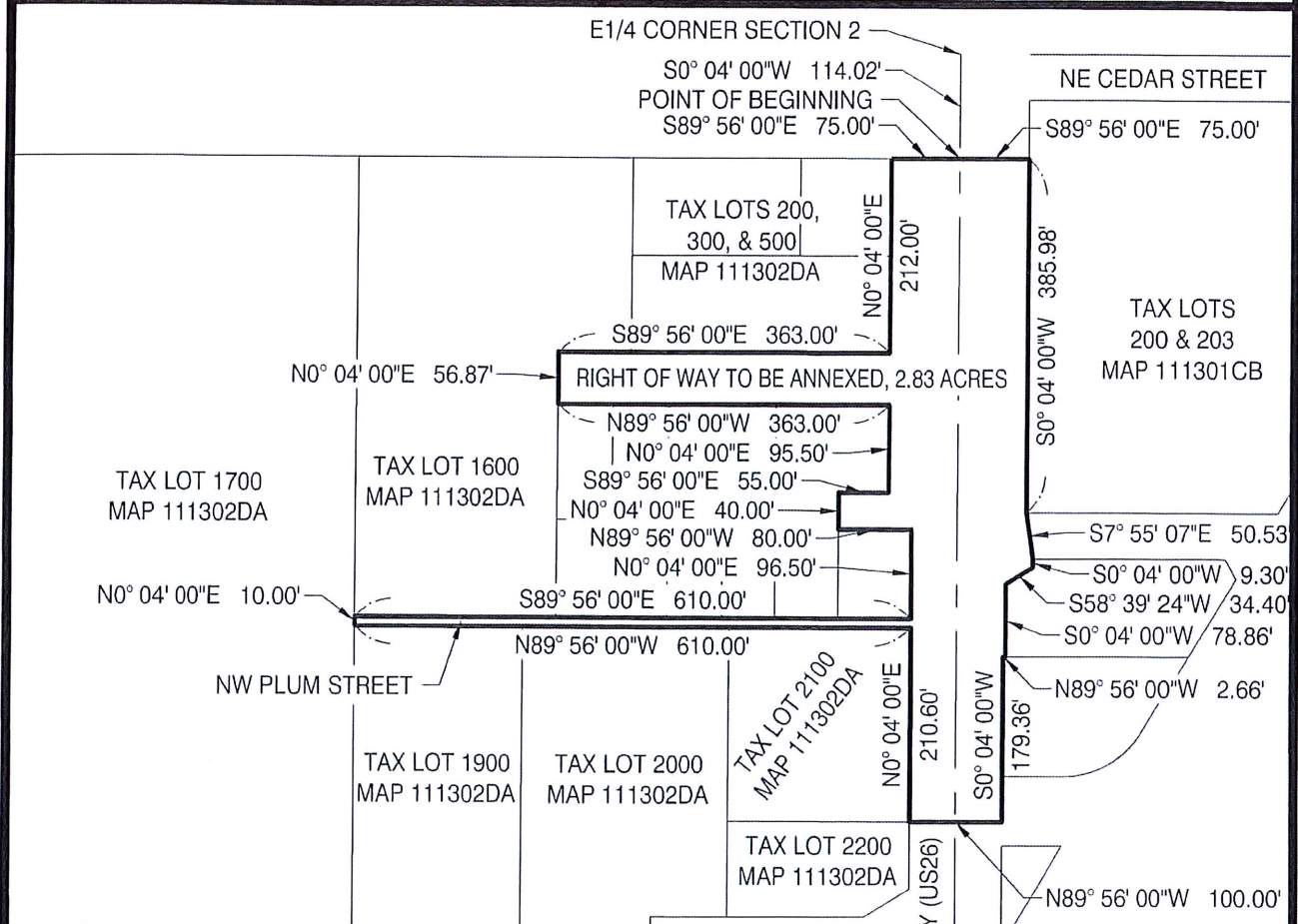


EXHIBIT B

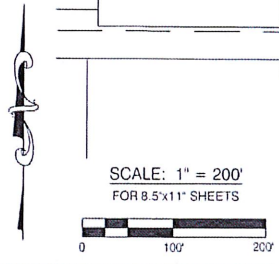
RIGHT OF WAY FOR ANNEXATION

LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2,
AND THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 1,
TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, CITY OF MADRAS, JEFFERSON COUNTY, OREGON.



5/2/2023
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 NOVEMBER 10, 2009
 JASON L. SIMES
 83256PLS
 EXPIRES 6/30/22



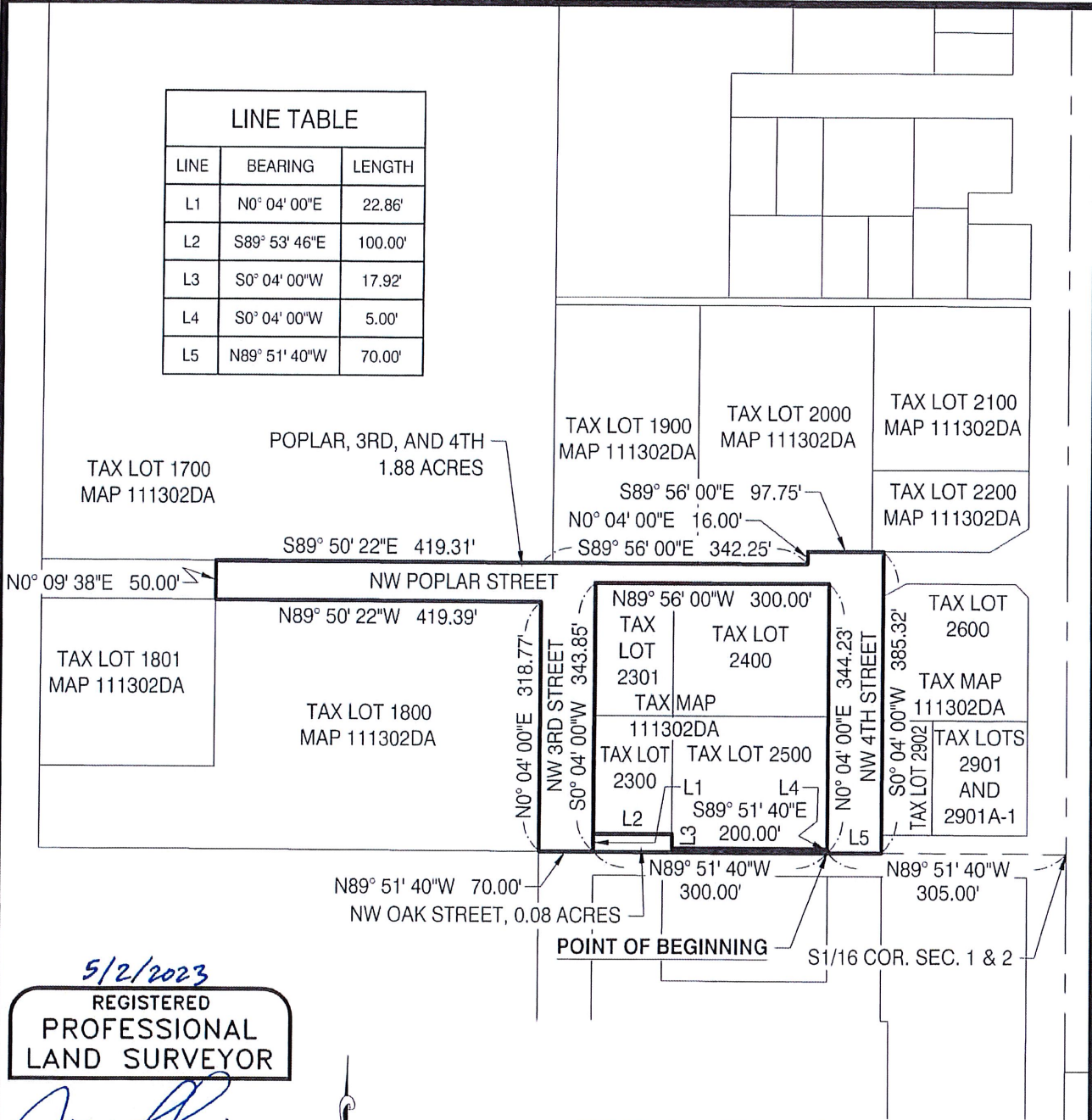
H.A. M^cCOY
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 1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/03/22
	PAGE: EXH. B

EXHIBIT B

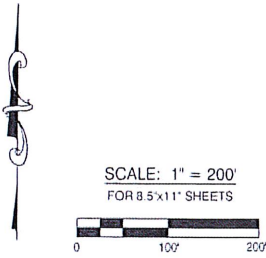
RIGHT OF WAY FOR ANNEXATION
 LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF
 SECTION 2, TOWNSHIP 11 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF MADRAS, JEFFERSON COUNTY, OREGON.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0° 04' 00"E	22.86'
L2	S89° 53' 46"E	100.00'
L3	S0° 04' 00"W	17.92'
L4	S0° 04' 00"W	5.00'
L5	N89° 51' 40"W	70.00'



5/2/2023
 REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

 OREGON
 NOVEMBER 10, 2009
 JASON L. SIMES
 83256PLS
 EXPIRES 6/30/22



H.A. M'COY
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 REDMOND, OR 97756
 (541) 923-7554

PROJECT: MADRAS ANNEXATION	PROJECT NO: 22-097
DESIGN: JJW	DATE: 06/02/22
	PAGE: EXH. B

**EXHIBIT E
CONDITIONS OF APPROVAL**

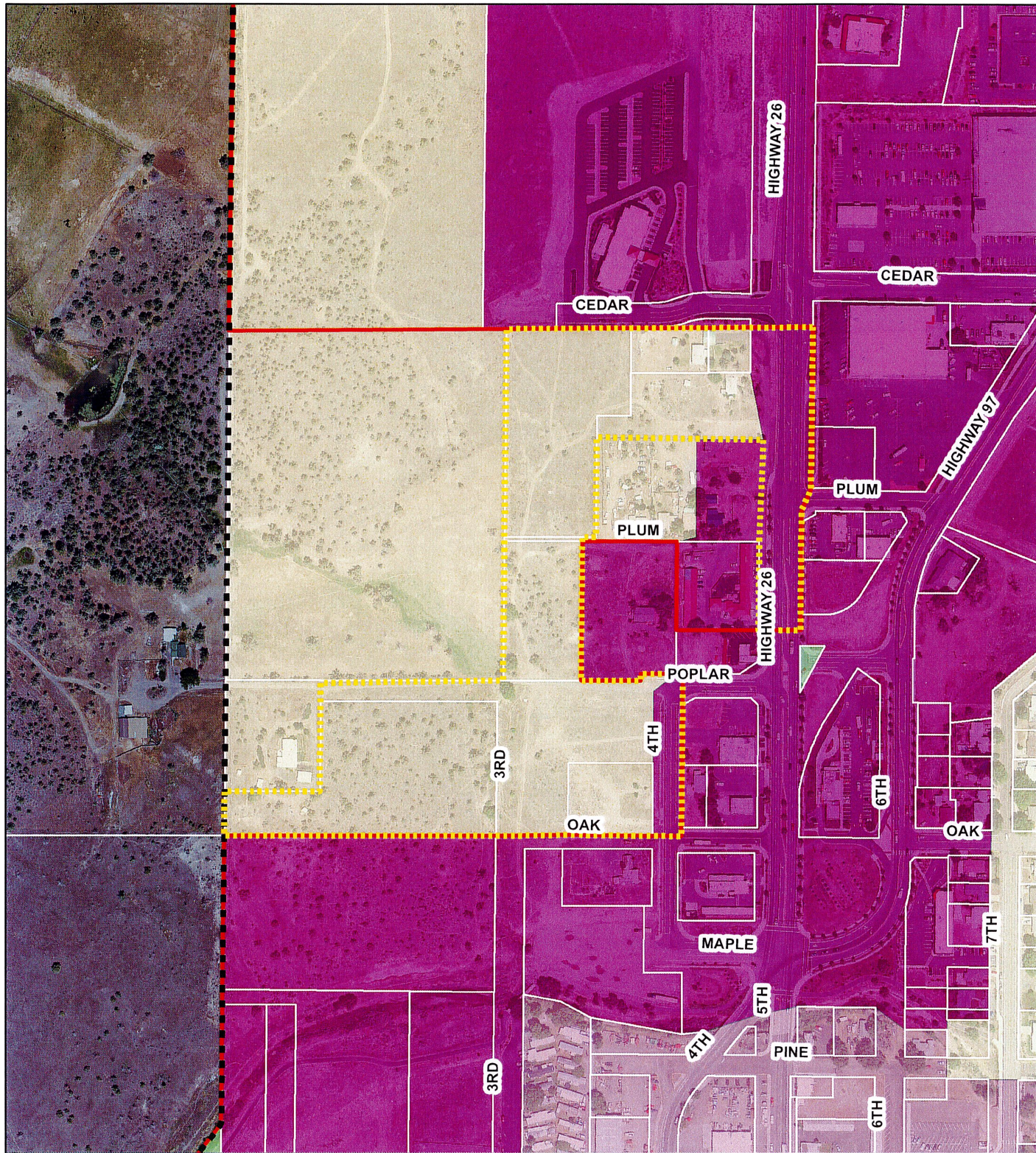
Conditions of Approval:

1. The property owner of Taxlots 1600 and 1700 on Jefferson County Assessor's Map No. 11-13-2DA-1600 shall complete all requirements of Condition of Approval #7 in City File No. LL-22-3.
2. The following portions of the Annexed Territory must be dedicated as public rights-of-way:
 - A. Tax Lot 1900 shall dedicate the southerly 16 feet along its entire frontage with Poplar Street for public right of way.
 - B. Tax lots 2301 and 2400 shall dedicate the northerly 19 feet along their entire respective frontages with Poplar Street for public right of way.
 - C. Tax lots 1600 and 1900 shall dedicate right-of way, to establish a 60 feet wide right-of-way that is centered on the existing NW 3rd Street right-of-way south of NW Poplar Street, along their entire respective frontages of the planned extension of NW 3rd Street between NW Poplar to NW Cedar Streets for public right of way.
 - D. Tax lot 1600 shall dedicate the southerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.
 - E. Tax lot 1900 shall dedicate the northerly 5 feet along its entire frontage with the unnamed right-of-way as public right of way.

**EXHIBIT F
REVISED ZONING MAP**

[attached]

Existing & Proposed Zoning, City File No. AX-22-1, Exhibit F



The City of Madras uses GIS data in support of internal business functions and the public services it provides. GIS data may not be suitable for other purposes or uses. The requestor shall verify information derived from GIS data before making any decisions or taking any actions based on the information. The City of Madras shall not be liable for errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and relational accuracy of the data. The City of Madras assumes no legal responsibility for this information.



1 inch = 322 feet

N.Snead, City of Madras, 5/16/2023

- Territory to be Annexed
- UGB
- City Limits
- Taxlots

ZONE	
	R1
	R2
	R3
	OS
	C1
	C2
	C3
	NC
	MUE
	I
	LLI
	AD

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **AUTHORIZATION TO SUBMIT OEM STATE AND LOCAL GOVERNMENT CYBERSECURITY GRANT APPLICATION.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council authorize the City Administrator to submit State and Local Government Cybersecurity grant application to the Oregon Department of Emergency Management.

OVERVIEW:

The City of Madras City Council is presented with an opportunity to enhance the city's cybersecurity infrastructure through the State and Local Cybersecurity Grant Program (SLCGP), administered by the Oregon Office of Emergency Management (OEM). The SLCGP aims to support the implementation of cybersecurity improvements at the state, city, county, and special district levels. The Global Grant Services and the City's IT Services provider has conducted extensive research and determined that the City can reasonably accommodate two projects within the OEM budgetary framework. This grant program does not have a local matching funding requirement. Therefore, there would be no cost to the City to implement the two cybersecurity projects. The grant application is due January 10, 2024. At the December 12, 2023 City Council meeting staff will request that the City Council authorize the City Administrator to submit State and Local Government Cybersecurity grant application to the Oregon Department of Emergency Management.

STAFF ANALYSIS:

At the recommendation of the City's IT Services provider, the City will submit a grant proposal to OEM with the following two projects:

1. Madras Security and Compliance Assessment and Mitigation Project: This initiative encompasses a comprehensive Security and Compliance Assessment and Mitigation Project. Key components include penetration testing, Phin Information Security Awareness Training with phishing testing, Cyber Plan of Action, and Milestone development, CJIS Criminal Justice Information services Audit Prep, and a Cyber Insurance Review. The requested grant amount for the Madras Security and Compliance Assessment and Mitigation Project is \$32,000. The project aligns with the Tier 1 offerings

outlined in the Oregon Cybersecurity Plan Service Catalog, specifically under Consulting and Planning Services.

2. City of Madras Cyber Infrastructure Upgrade Project: The Infrastructure Upgrade Project focuses on replacing two aging firewalls and upgrading the existing phone system with a new one. With a grant request of \$50,000, this project addresses various Tier 1 categories under the Consulting and Planning Services catalog option, contributing to the city's overall cybersecurity resilience.

City staff has submitted "Pre-Registration Forms" for both of the projects identified above to OEM who has determined that the City is allowed to apply for no more than two projects under Round 1 of the program. The requested authorization from the City Council to submit two grant proposals (projects) is consistent with the Pre-Registration Forms previously submitted by staff.

FISCAL INFORMATION:

None.

SUPPORTING DOCUMENTATION:

See attached

STRATEGIC GOAL:

N/A



FY22 SLCGP Sub-applicant Coversheet "Pre-Registration Form"

Please use this form to complete your Sub-Applicant Coversheet. **Before you click submit**, you will need to right click on your mouse and select **Print** to print and save a copy.

* Required

1. Name of Applicant Agency *

City of Madras

2. Official name of agency seeking funds (City, Tribe, County, Special District etc.)
This name needs to match the one associated with your UE-ID number. *

City of Madras

3. Is the Applicant Agency considered rural as defined in the Notice of Funding Opportunity? From a county with a population of less than 50,000, or a city from within a county with a population of less than 50,000. *

Yes

No

4. Which of the following requirements do you currently have in place? *

- Advanced Endpoint Protection (AEP)
- Domain Migration Services (Migration to .gov)
- Immutable Data Backup and Recovery Testing
- Multifactor Authentication Capability (MFA)
- All of the above
- None of the above

5. Project Name or Title *

City of Madras Cyber Infrastructure Upgrade Project

6. Physical Address where the project will take place *

125 SW E Street, Madras, OR, 97741

7. Amount of Funds Requested for this project. *

\$50,000

8. Program or Project Point of Contact: Name *

Nicholas Snead

9. Program or Project Point of Contact: Title *

Community Development Director

10. Program or Project Point of Contact: Phone Number *

541-475-2344

11. Program or Project Point of Contact: Email Address *

nsnead@cityofmadras.us

12. Program or Project Point of Contact: Mailing Address *

125 SW E Street, Madras, OR, 97741

13. Fiscal or Accounting point of Contact: Name *

Rose Vanderschaegen

14. Fiscal or Accounting point of Contact: Title *

Interim Finance Director

15. Fiscal or Accounting point of Contact: Phone Number *

Phone Number: 541-475-2344

16. Fiscal or Accounting point of Contact: Email Address *

rvanderschaegen@cityofmadras.us

17. Fiscal or Accounting point of Contact: Mailing Address *

125 SW E Street, Madras, OR, 97741

18. SLCGP Service Catalog offering for this project *

- Advanced Endpoint Protection (AEP)
- Domain Migration Services (Migration to .gov)
- Immutable Data Backup and Recovery Testing
- Multifactor Authentication Capability (MFA)
- Albert Sensors
- Information Security Awareness Training
- URL/Web/Content filtering
- Vulnerability Management Services & Scanning
- Consulting and Planning Services

19. Date your agency last completed the Nationwide Cybersecurity Review (NCSR) *

Unknown

20. Agency Federal Tax Identification Number *

93-6002202

21. System for Award Management (SAM) Unique Entity Identifier Number: **UE-ID** *

C1V2KNTZ3FY1

22. Remember to Right-Click and **Print** to "Save as a PDF" this page before you click the **Submit** button. You will need to save a copy for your records as well as upload it with your application in BaseCamp.

Enter your answer

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.

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FY22 SLCGP Sub-applicant Coversheet "Pre-Registration Form"

Please use this form to complete your Sub-Applicant Coversheet. **Before you click submit**, you will need to right click on your mouse and select **Print** to print and save a copy.

* Required

1. Name of Applicant Agency *

City of Madras

2. Official name of agency seeking funds (City, Tribe, County, Special District etc.)
This name needs to match the one associated with your UE-ID number. *

City of Madras

3. Is the Applicant Agency considered rural as defined in the Notice of Funding Opportunity? From a county with a population of less than 50,000, or a city from within a county with a population of less than 50,000. *

Yes

No

4. Which of the following requirements do you currently have in place? *

- Advanced Endpoint Protection (AEP)
- Domain Migration Services (Migration to .gov)
- Immutable Data Backup and Recovery Testing
- Multifactor Authentication Capability (MFA)
- All of the above
- None of the above

5. Project Name or Title *

Madras Security and Compliance Assessment and Mitigation Project

6. Physical Address where the project will take place *

125 SW E Street, Madras, OR, 97741

7. Amount of Funds Requested for this project. *

\$32,000

8. Program or Project Point of Contact: Name *

Nicholas Snead

9. Program or Project Point of Contact: Title *

Community Development Director

10. Program or Project Point of Contact: Phone Number *

541-475-2344

11. Program or Project Point of Contact: Email Address *

nsnead@cityofmadras.us

12. Program or Project Point of Contact: Mailing Address *

125 SW E Street, Madras, OR, 97741

13. Fiscal or Accounting point of Contact: Name *

Rose Vanderschaegen

14. Fiscal or Accounting point of Contact: Title *

Interim Finance Director

15. Fiscal or Accounting point of Contact: Phone Number *

541-475-2344

16. Fiscal or Accounting point of Contact: Email Address *

rvanderschaegen@cityofmadras.us

17. Fiscal or Accounting point of Contact: Mailing Address *

125 SW E Street, Madras, OR, 97741

18. SLCGP Service Catalog offering for this project *

- Advanced Endpoint Protection (AEP)
- Domain Migration Services (Migration to .gov)
- Immutable Data Backup and Recovery Testing
- Multifactor Authentication Capability (MFA)
- Albert Sensors
- Information Security Awareness Training
- URL/Web/Content filtering
- Vulnerability Management Services & Scanning
- Consulting and Planning Services

19. Date your agency last completed the Nationwide Cybersecurity Review (NCSR) *

Unknown

20. Agency Federal Tax Identification Number *

93-6002202

21. System for Award Management (SAM) Unique Entity Identifier Number: **UE-ID** *

C1V2KNTZ3FY1

22. Remember to Right-Click and **Print** to "Save as a PDF" this page before you click the **Submit** button. You will need to save a copy for your records as well as upload it with your application in BaseCamp.

Enter your answer

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CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: Approval of IGA between the City of Madras and the Jefferson County Fire District #1 for Fee Collections.

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council approve IGA between the IGA between the City of Madras and the Jefferson County Fire District #1 for fee collections.

OVERVIEW:

The Jefferson County Fire District #1 (Fire District) would like to collect fees for their time and effort to review various development applications filed with the City of Madras. Both the City and the Fire District find it beneficial for applicants to pay all appropriate fees at one time, even if the fees being collected are for two agencies. As a result, City and Fire District staff have agreed that the City will collect the appropriate Fire District's development review fees when City's land use fees are collected. The City will transfer all collected fees to the Fire District quarterly. The Fire District will pay the City 10% of all fee amounts collected by the City to cover the administrative costs associated with collecting fees for the Fire District. Staff will present the IGA to the City Council to be considered for passage at their December 12, 2023 meeting.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

None.

SUPPORTING DOCUMENTATION:

Intergovernmental Agreement for Fire District Development Review Fee Collection

STRATEGIC GOAL:

N/A

INTERGOVERNMENTAL AGREEMENT FOR FIRE DISTRICT DEVELOPMENT REVIEW FEE COLLECTION

This Intergovernmental Agreement for Fire District Development Review Fee Collection (this “Agreement”) is dated December 12, 2023, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between City of Madras (“City”), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and Jefferson County Fire District #1 (“District”), an Oregon special fire district, whose address is 765 S 5th Street, Madras, Oregon 97741.

RECITALS:

- A. District charges certain fees for District’s review of land use and development application filed with City.
- B. The parties desire to enter into this Agreement to describe the terms and conditions under which City will collect such fees on behalf of District.
- C. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform. It is not the intent of either party that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity.

AGREEMENT:

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

1. Fee Collection.

1.1 Collection of District Fees. Subject to the terms and conditions contained in this Agreement, City will collect the fees that District charges for District’s review of land use and development applications filed with City (the “Services”). Such fees will be collected at the time of filing of applications subject to District’s fees. It is agreed that District funds belong to District at all times. City shall collect and deposit District funds into a segregated account for transfer to District. City shall account for all funds collected and implement tracking systems to track the funds from receipt until transfer to the District. City will disburse collected funds to the District once each month in the ordinary course of accounts payable disbursements and shall provide the District with monthly documentation demonstrating the source, amount and type of each collection, refund, exemption, and/or credit, together with an accounting of all Collection Charges (as defined below) retained by City against the collected funds pursuant to this Agreement. Notwithstanding anything herein to the contrary, City will not be obligated to initiate any lawsuit, arbitration, or similar action to collect District fees

1.2 Amount of Fees Collected. City will collect District’s fees at the rates set forth in the attached Exhibit A, which may be amended from time to time by District by no less than thirty (30) days’ written notice to City. District represents and warrants that the rates set forth in Exhibit A, or any amendment thereto, are correct and validly adopted by District. In the event of any dispute with an applicant as to the amount or applicability of District’s fees, District will be solely responsible for resolving such disputes.

2. Compensation. Commencing on the Effective Date, District will pay City ten percent (10%) of all amounts collected by City (the “Collection Charge”) for performance of the Services. City may deduct the Collection Charge from the monthly disbursements to District described in Section 1.1. City and District will review and evaluate the compensation payable by District under this Agreement (i.e., the Collection Charge) no less than annually to determine whether any increase to the Collection Charge is necessary or appropriate. Nothing herein

shall preclude City from charging applicants credit card processing or similar service fees, which charges will be the funds of City.

3. Term; Termination.

3.1 Term. The term of this Agreement commenced on the Effective Date and will continue thereafter, subject to the terms and conditions contained in this Agreement, for one (1) year from the Effective Date, unless sooner terminated in accordance with this Agreement. Subject to the terms and conditions contained in this Agreement, this Agreement may be terminated by either party for any reason or no reason upon ninety (90) days' prior written notice to the other party. This Agreement may be extended by the parties' mutual written agreement.

3.2 Termination For Cause. Either party may terminate this Agreement (for cause) immediately upon written notice to the other party if the other party breaches and/or otherwise fails to perform any of the other party's representations, warranties, covenants, and/or obligations contained in this Agreement (each an "Event of Default").

3.3 Notice of Default. Prior to a party's termination of this Agreement for cause under Section 4.2, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged Event of Default (the "Default Notice"), which Default Notice will specify with reasonable particularity the Event of Default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement will not (a) affect any obligations or liabilities accrued prior to such termination, and/or (b) constitute a waiver or termination of any rights, claims, and/or causes of action the non-defaulting party may have against the defaulting party.

4. Miscellaneous.

4.1 Relationship. This Agreement does not create an agency relationship between City and District and does not establish a joint venture or partnership between City and District. Neither City or District has the authority to bind the other or represent to any person that one is an agent of the other. Neither City or District will provide any benefits to the other; each party will be solely responsible for obtaining the party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

4.2 Coordination. The city administrator will administer this Agreement on behalf of City. The fire chief will administer this Agreement on behalf of District. The city administrator and fire chief will maintain adequate levels of communication to ensure maximum cooperation between City and District and will exercise their best efforts to meet annually. City and District will make a good faith effort to confer and coordinate with each other concerning fee collection needs of City and District. City and District will review this Agreement (and the Services provided hereunder) no less than annually to determine, among other things, whether any modifications are necessary or appropriate.

4.3 Expenses; Notices. Subject to the terms and conditions contained in this Agreement, each party will pay all wages and benefits due such party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

4.4 Severability; Remedies. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

4.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by City and District. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements.

4.6 Assignment; Binding Effect. Neither party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. The parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to secure their rights hereunder and to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement.

4.7 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Jefferson County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

4.8 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. For purposes of this Agreement, the term "Effective Date" means the date upon which this Agreement is fully executed by the parties.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date(s) written below, but made effective for all purposes as of the Effective Date.

CITY:
City of Madras,
an Oregon municipal corporation

DISTRICT:
Jefferson County Fire District #1,
an Oregon special district

By: Will Ibershof
Its: City Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

EXHIBIT A
Schedule of District Fees

[attached]

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **APPROVAL OF IWORQ SYSTEMS AGREEMENT FOR ELECTRONIC APPLICATION SOFTWARE.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council approve iWorQ Agreement for electronic application software.

OVERVIEW:

The Community Development Department is in need of Code Enforcement case management software. While researching various software options, staff determined that iWorQ not only has Code Enforcement case management software but also software that applications to manage planning applications, business licenses, and event permits. The cost to implement and two annual subscriptions is \$23,000. This exceeds the amount the City Administrator may approve without Council approval. As a result, staff will request that the City Council approve the iWorQ Agreement for electronic application software at the December 12, 2023 Council meeting.

STAFF ANALYSIS:

The primary objective was to obtain software to manage Code Enforcement cases that City staff assumed would increase as a result of having a Code Enforcement Officer working on Code Enforcement 30 hours per week. While researching various software options, staff found iWorQ software met the Code Enforcement case management needs and that they have other cost-effective municipal management software that could greatly improve Community Development, Finance, and Public Works Dept. staff activities related to processing Business License, Code Enforcement, Event Permits, and Planning Applications. It will also allow nearly complete electronic submittal of Business Licenses, Code Enforcement complaints, Event Permit and Planning Applications, which will save time and materials costs to process hard copy applications. The iWoQ software acquisition represents a very significant and cost-effective opportunity for the City to transition to electronic application processing (paperless), improve the efficiency of applications and permit workflows.

FISCAL INFORMATION:

FY 23-24: \$12,500 and FY 24-25: \$10,500. Cost to be allocated between Community Development: 101-104-520-2503 and Community Clean-Up: 205-205-520-2401.

SUPPORTING DOCUMENTATION:

iWorQ Systems Agreement

STRATEGIC GOAL:

N/A.

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Madras here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. (See section 4 under "notes and service description")

7. TERMINATION:

Either party may terminate this agreement, after the initial 2-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer

terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (required) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement
APPENDIX A

iWorQ Price Proposal

Madras	Population- 7,299
125 Southwest E Street, Madras, Oregon 97741, USA	Prepared by: Ben Freeman and Steve Hulse

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
<p>Community Development (Department)</p> <ul style="list-style-type: none"> *Permit Management *Code Enforcement *Portal Home <ul style="list-style-type: none"> -Configurable portal for ease of applying for permits, tracking current permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters 	\$7,000	Annual
<p>Permit Management - Plan Review</p> <ul style="list-style-type: none"> - Available on any computer, tablet, or mobile device using Chrome Browser - OpenStreetMap tracking abilities with quarterly updates - Manage appeals, variances, plat applications, conditional use permits, etc. - Option to track contractors and their licensing - Track fees and payments - Inspection and plan review tracking - Configurable Reporting - iWorQ notifications included 	\$3,500	Annual

<ul style="list-style-type: none"> - Send out mass notifications to surrounding properties - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Includes Premium Data (25MB File Upload Size & 100GB Total Storage) 		
<p>Additional Web Forms for Online Portal</p> <p>(12) Additional Web forms for Online Permit Applications. (Total Web Forms = 15) Note: Additional Web Forms can be purchased as needed: \$750/annually for 3</p>	\$3,000 \$2,000	
Subscription Fee Total (This amount will be invoiced each year)	\$13,500 \$10,500	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$9,000	\$9,000 Included	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$14,900	\$9,000 Included	Year One

Grand Total Due Year 1	\$28,400	\$22,500 \$12,500	Year One Total
------------------------	---------------------	---------------------------------	-------------------

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until December 29th, 2023.

- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. Annual pricing for this agreement (\$10,500 annually) is locked in for the term of 2 years. After the initial 2-year term, support and service fees may increase in subsequent years, but will increase no more than 5% per year.
- V. This agreement combines existing services totaling \$10,500 with proposed added service (12 Additional Webforms) totaling \$2,000 for a combined annual total of \$12,500.

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **GRANT WRITER CONTRACT AWARD.**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council award a Professional Services Agreement contract to Global Grants Services for grant writing services.

OVERVIEW:

The City had a contract with Global Grants Services that expired in July of 2023. Staff solicited qualifications from contractors. Staff has determined that Global Grants Services is the most qualified and least cost for the City. As a result, staff will recommend that the City Council award a three-year Professional Services Agreement to Global Grants Services in the amount of \$126,000 and authorize the City Administrator to execute the contract, subject to City Attorney approval.

This grant writer service contract will not preclude the City from working with the Central Oregon Intergovernmental Council for grant writing services that may be at no cost or at a specified cost depending on the grant being pursued. If the City needed to hire COIC to prepare a grant application for a fee, the City would do so in accordance with the City's procurement policies.

STAFF ANALYSIS:

The City had a contract with Global Grants Services that expired in July of 2023. Staff anticipated the annual cost for grant writing services to exceed \$20,000 and did not readily know of contractors that would be interested in providing such services to the City. In response, staff issued a request for Qualifications (attached) on October 19, 2023, for which was emailed to known contractors and posted on the City's website. Qualifications were to be submitted to the City by November 2, 2023 at 5:00 PM. The City received seven proposals (attached). Staff evaluated the proposals based on the Statement of Qualifications that was soliciting. The proposals from TJD Consulting and Global Grants Services and received the same score of 37. Accordingly, staff recommends that the City award a contract to Global Grants Services due to their monthly cost of \$3,500.00 being the lowest cost between the two proposals.

COIC did not submit qualifications because they felt that they could best serve the City with grant writing services that were funded by other agencies (e.g. State of Oregon). In such cases, the City would receive grant writing services from COIC at no cost, as long as the grants being

prepared were consistent with COIC grant writing services funding source.

Staff will notify the second and third highest rated proposers and let them know that the City will keep their information and if additional services are required beyond that being provided by Global Grants Services, that the City will procure their services in accordance with the City’s procurement policies. Staff does not recommend using the other four proposers due to significant deficiencies in their statement of qualifications.

FISCAL INFORMATION:

\$42,000 annually or \$126,000 over three years. Costs will be allocated between General Fund, 101-102-520-2503, 33.3%, Community Development, 101-104-520-2503 33.3%, ISF Public Works Staff & Fleet, 803-101-520-2503 33.33%.

SUPPORTING DOCUMENTATION:

Grant Writer Services RFQ Proposal Scoring
Statement of Qualifications
Submitted Qualifications

STRATEGIC GOAL:

N/A

Proposer	Teresa Hogue & Co.	TJD Consulting	Global Grants Services	First Foster Consulting	Social Goody	Girl Writes	Chase Consulting Solutions
1. Grant writer attends weekly or bi-weekly meetings with City staff to discuss.	8	7	9	1	1	1	0
1. Notes	Identifies that will attend City meetings as scheduled. Will only attend during grants they are working on.	Will attend regular meetings (Zoom). First assess City needs. Will provide report on recommendations for projects.	Weekly meetings, attend webinars, & conferences to prepare grants.	Will proactively engage in periodic phone calls and meetings with the City to discuss upcoming opportunities and provide detailed info. Sheets.	Proposal doesn't identify that proposer will attend regular meetings with City staff. Will compile & circulate an email summarizing applicable funding opportunities.	Proposal identifies that proposer will meet requirements & provide deliverables outlined in the Statement of Qualifications. Will provide status updates to inform client of project statuses via email and phone calls.	Proposal doesn't identify that proposer will attend regular meetings with City staff.
2. Grant Feasibility Research.	5	8	7	4	8	4	3
2. Notes	\$1-5k for Needs Assessment (annual). Envi. Scan (annually) \$625-1,000. Need assessment of available grants more frequently.	Bi-weekly report will be provided listing opportunities & synopsis of program. Will advise City on grants to pursue based on project strength. Work will be continually provided.	Attend webinars, conferences, and communicate with agency staff. Establish relationships w. agency staff. Identify City needs. 24 hrs/mo.	Will lead City in researching, tracking, & evaluating federal, state, regional, & nonprofit grant opportunities.	Grant writing requires collaborative approach. Engage stakeholders. RFP & data analyses, grant prospecting, grantsmanship training, grantseeking strategy plan & schedule.	Interview leadership. Measure each departments grant habits & evaluate current & best practices to maximize grant assets & opportunities. Provide a report identifying recommendations for improvement, funding analysis, grant priorities.	Funding needs analysis, comprehensive assessment of available grants, grant funding matrix that aligns with clients mission, programs, potential use of funds.
3. Grant Application Preparation	9	9	6	6	7	4	3
3. Notes	Will develop task lists, attend webinars & meetings, and activities listed under Communication & Technical Assistance. Grant Team very experienced.	Task list template provided. 50-70 hrs for state & federal grants & 70+ hrs for large federal grants. Agile project management. Follow up with agencies if grant not funded.	Will provide grant management services as provided in SOQ in accordance with City leadership direction.	Seek input from City staff. Will take on research, proposal development, & grant management, while the City's role is to engage, communicate specific needs & provide critical input to ensure that our efforts, consistently aligning with priorities & needs of City.	Program design proposal planning guide, timeline, proposal production, review & editing, literature review, analysis of best practices, budget development, grant submission support.	List deliverables, execution steps, milestones, & resources. Plan for project execution. Forecast barriers & plan accordingly. Suggest after contract maintenance & improvement.	Work in conjunction with clients to obtain necessary information to compose project descriptions, narratives, research strategies, project objectives, intended outcomes, etc.
4. Grant Administration & Reporting	7	7	6	3	6	1	0
4. Notes	Will work with staff to complete & submit reports prior to deadlines. Amend & submit grants as needed	Post-award grant management activities incl. communication with agencies, grant compliance, reimbursement requests, performance & financial reports.	10 hrs/mo. grant reporting. Identify deliverables, outcomes, & expectations for grant management services. Discuss City reporting & invoicing requirements.	Will take lead on project set up, quarterly/annual reporting, labor compliance, & other aspects of grant management.	Grant application renewal & resubmission, proposal rewriting, grant compliance & reporting, program evaluation.	Proposal identifies that proposer will meet requirements & provide deliverables outlined in the Statement of Qualifications.	Proposal doesn't identify that proposer will provide grant administration related services.
5. Cost	7	6	9	6		0	
5. Notes	Costs are ala carte. \$125/hr for Proposal Development	Costs are ala carte. \$80/hr., \$5,600/mo.	\$3,500/mo. flat fee.	\$65-80/hr. depending on staff member.	Costs are ala carte. \$125/hr.	No pricing provided.	Cost ala cart. \$100/hr.
TOTAL (50 pts total)	36	37	37	20	22	10	6

**STATEMENT OF QUALIFICATIONS
FOR
GRANT WRITING SERVICES**

Date Issued: October 19, 2023



The City of Madras is soliciting statements of qualifications (SOQ's) from Grant writing firms to provide Grant Writing services to the city.

Scope of Work

1. Grant writer attends weekly or bi-weekly meetings with City staff to discuss:
 - a. Grant opportunities
 - b. Status of grant applications filed and/or approved.
 - c. Administrative requirements of grant applications being pursued or that have been awarded.
2. Grant Feasibility Research:
 - a. Identify potential grant opportunities based on guidance provide by City staff.
 - b. Attend agency webinar, trainings, events and otherwise to learn about grant requirements.
 - c. Review documentation of grant opportunities and report to City staff on those requirements
 - d. Contact agency staff on behalf of the City to obtain guidance, clarification, or answers to key questions.
 - e. If appropriate, follow up with agency on behalf of the City to staff to determine why grant proposals were not funded and what improvements are needed.
3. Grant Application Preparation:
 - a. Prepare grant applications, as appropriate, on behalf of the City.
 - b. Grant Application Components to be prepared:
 - i. Project descriptions
 - ii. Communicate with funding agency staff about grant requirements, challenges, and other related details.
4. Grant Administration & Reporting:
 - a. Assist City with registration in agency databases, portals, platforms, or otherwise (e.g. Grants.gov.) so that the City may submit grants in a timely manner
 - b. Keep electronic copies of all grant application materials and provide copies to the City.
 - c. Contact agency staff on behalf of the City to obtain guidance, clarification, or answers to any grant reporting requirements.
 - d. Develop and maintain schedule of key timelines, deliverable, task assignments for grant applications the City will pursue
 - e. Identify, obtain, and prepare drafts of key grant reporting documents (e.g. financial reports, progress reports, performance reports) from the respective granting agency for the City to finalize and submit.
 - f. Submit amendment request or change of scope to funding agencies.
 - g. Coordinate, schedule, and meet with the appropriate City department(s) to discuss challenges, informational needs, and timelines.
 - h. Coordinate any financial reporting with the City's Finance Department to ensure accurate and timely submission of financial reports.

Submittal requirements

Please provide with your submission the following information:

1. Statement of proposer's background and experience
2. Resumes for all those who would be providing services to the City
3. An examples of funded federal grant applications
4. At least three (3) public sector references
5. Cost for services based on Scope of Work:
 - a. Hourly rate
 - b. Monthly rate

SUBMISSION INSTRUCTIONS

If your firm is interested, please submit an SOQ (including a detailed description of the type(s) of services you provide) and related performance information to Nick Snead, 125 SW "E" Street, Madras, OR 97741 (nsnead@ci.madras.or.us). **Please submit your SOQ not later than November 20, 2023 at 5:00 p.m. (the "Closing")**. Electronic submissions are permitted and are to be submitted to Nick Snead by email. The complete packet is available at <https://www.ci.madras.or.us/rfps>. City may ask for additional information from one or more responding consultants.

ADDITIONAL INFORMATION

A. This SOQ does not obligate City to award a contract and/or to procure any of the services described herein. Consultants responding to this SOQ do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any SOQ. No guarantee of work, financial commitment, and/or other assurance is made to any respondent to this RFQ. City reserves the right, in its sole discretion, to solicit engineering services outside of any consultant list developed pursuant to this SOQ.

B. Any contract entered into by City and a selected consultant will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties.

C. If City determines, in City's sole discretion, that a consultant's SOQ contains false or misleading statements, references, and/or any other matter which does not support a function, attribute, capability, and/or condition as stated by the consultant's submission, the submission will be rejected.

D. City reserves all rights regarding this SOQ including, without limitation, the right to waive any minor informality or nonconformance with the provisions or procedures of this SOQ, seek clarification of any SOQ, and/or reject any or all SOQs received.

E. Questions regarding this SOQ should be addressed to: Nick Snead, 125 SW "E"

Street, Madras, OR 97741 (nsnead@ci.madras.or.us). Please submit your questions not later than November 2, 2023.

F. At the request of Jefferson County we are adding the following paragraph. At the discretion of the Consultant and pursuant to ORS 279A.215, other public agencies shall have the ability to utilize the Consultant's services under the terms and conditions of the resultant contract. Any such contracting agency will execute its own contract with the Consultant for its requirements.

Our Grant Team

11.14.2023

To: Nick Snead, City of Madras, Oregon
nsnead@ci.madras.or.us

From: Teresa Hogue
Teresa.hogue@cascadeccg.com

Re: Our Grant Team – Statement of Qualifications for Grant Writing Services

Background and Experience

We welcome the opportunity to respond to your request for “Statement of Qualifications for Grant Writing Services.” With an aggregate of 87 years’ professional experience with developing public- and private-sector grants for units of local government and nonprofit organizations, our grant team brings the level of experience and expertise you seek. We have the skill sets needed to assist local governments and their partners to (1) Develop funding strategies; (2) Identify funding opportunities; (3) Prioritize the best-fit opportunities that most align their funding needs with grant makers’ funding priorities; and (4) Develop competitive federal, state, and foundation grant proposals. Further, we are positioned to assist with advancing entities’ grant management and reporting capacities.

Our grant team consists of Becca Tatum, Teresa Hogue, and Kristin Olson. As a team, we work efficiently to maximize the impact of your investment in our services. To date, we have secured funding for three of the five (60%) projects we have completed since December 2022. Another two projects are pending notification of an award. We attribute our success to several factors:

- We work to ensure grant proposals align closely with funding requirements;
- We help our clients design effective strategies that meet grantee and funder needs;
- We pay close attention to the details to ensure each grant proposal scores as many points as possible.

We acknowledge the funding needs and timeframes may vary from project to project and that each funding opportunity will be unique in terms of the level of involvement required. Therefore, for each project, we submit a cost proposal that presents the scope of work, specific deliverables, the timeline for completion, and an estimate of the hours to complete the proposed scope of work.

On a contract with Central Oregon Intergovernmental Council (COIC), we completed a project for the City of Madras and their partners in October 2023.

Resumes and References

Our resumes are included in the table below. Please contact us if additional information is needed.

Examples of funded federal grant applications

See attached examples.

Our Grant Team

SUMMARY OF EXPERIENCE			
	Becca Tatum	Kristin Olson	Teresa Hogue
Competency and Experience	<p>Demonstrated mastery of short- and long-term funding strategies in support of nonprofits and municipal organizations ranging from start-up to regional service organizations across Central Oregon (since 2015) and international, nationwide, and NYC metro (since 2000).</p> <p>As a grant researcher and writer, adept in</p> <ul style="list-style-type: none"> Aligning project needs with funder interest. Working with organizations to discern, sharpen, and clarify program and project goals/strategies. Researching 'best fit' grant options Writing successful proposal narratives, supporting materials, and budgets. Managing grant process as part of larger strategy and funding options. Supporting clear, successful outreach and collaboration between client orgs and funders. Identifying collaborators across sectors/communities, supporting connection and follow-through. 	<p>Demonstrated mastery of the following:</p> <ul style="list-style-type: none"> Searching grants databases, including grants.gov, Foundation Directory Online, and Grant Station. Narrowing search results to the "best-fit" opportunities. Facilitating multidisciplinary grant teams. Compiling & synthesizing material from multiple source documents. Developing logic models. Managing grant development process from planning to submission. Navigating grant portals. Writing, editing, formatting, & proofreading letters of inquiry, grant narratives, and supporting documents. Reviewing/editing project budgets. Ensuring all grant components comply with grant guidance/funder requirements. 	<p>Demonstrated mastery of comprehensive strategy development at local, state, national, and international levels supporting nonprofit and community organizations, public agencies and departments, and small businesses. As a grant developer, expertise, and experience include the following:</p> <ul style="list-style-type: none"> Defining funding strategies. Generating strategic partners/collaborators. Facilitating long-range planning. Aligning funding needs with funder priorities using research, networking, and consultation. Developing grant proposals including narratives, budgets, performance measures, timelines, sustainability strategies, and strategic partner support. Supporting organization/agency internal capacity to develop proposals and manage grant awards. Assisting with public and partner award announcements.

Our Grant Team

<p>Number of years in Business</p>	<p>Associate Development Director 10 years Becca Tatum Consulting grants 24 years</p>	<p>Staff grant writer 8 years Grants Galore 18 years</p>	<p>OSU Faculty grant writing 35 years Cascade Center for Community Governance grant writing and management 24 years</p>
<p>Experience /familiarity with local resources</p>	<p>Since 2015, a highly successful nonprofit strategist and grant writer supporting nonprofits, coalitions, and governmental/hybrid organizations across Central Oregon.</p>	<p>Since 2019, submitted multiple letters of inquiry and grant proposals to grant makers serving Central Oregon organizations.</p>	<p>Since 1988, worked with Oregon communities, including Central Oregon, submitting successful multi-year federal, state, and Foundation grants ranging from \$5.5M (federal) to \$5K.</p>
<p>Successful grant writing</p>	<p>Overall, 75% success rate on grants submitted since 2000. Total funds raised in Central Oregon: \$20M. Total funds raised in NYC/Nationwide: \$20M. International funds raised (grant writing team for Action Against Hunger, Intl): \$25M.</p> <p>Selected Successes:</p> <ul style="list-style-type: none"> In 2021, Coordinated key components of Deschutes County ARPA coalitions in childcare and housing, authoring group, and individual proposals as part of packages leading to \$8.6M in childcare funds and \$7.5M in affordable housing funds. From 2018-present, raised over \$1M in private foundation and government funds supporting the Warm Springs Commissary capital project as part of \$3M program efforts by WS Community Action Team. 	<p>Submitted 638 total grants since 1998. Overall success rate 55%. Submitted 191 federal grants. Federal success rate 44%. Total Funds Awarded (all grants submitted): \$209.9 million.</p> <p>Selected Successes:</p> <ul style="list-style-type: none"> COIC’s proposal to OR Dept. of Environmental Quality on behalf of Crook, Deschutes, & Jefferson Counties was funded at \$1.5 million grant, which represented 25% of the total funds allocated statewide for that grant program. Midwest Network for Oral Health Integration, submitted on behalf of a 4-state coalition, scored 99 of 100 points and was fully funded by the US Dept of Health & Human Services in the amount of \$6.4 million over five years. 	<p>Submitted grants since 1985. Total federally funded multi-year grants 2000 to current \$24M.</p> <p>Selected Successes:</p> <ul style="list-style-type: none"> OSU Open Campus Crook County, submitted on behalf of Crook County and OSU \$4.2M fully funded construction of Open Campus Education Center. Partnership with COCC funding \$820,000 infrastructure. Secured \$5.2M EPA funds on behalf e-Extension, a national coalition of Land-Grant Universities supporting pesticide education. Secured \$8M USDA funds supporting the establishment of statewide nutrition education.

Our Grant Team

	<ul style="list-style-type: none"> From 2010-2020, raised \$750K-\$1M annually in foundation and government grants supporting George Jackson Academy's general operations (NYC). 	<ul style="list-style-type: none"> Eastern IL Regional Partnership, submitted to DHHS on behalf of IL Collaboration on Youth, was one of seven projects selected for funding nationwide. Secured \$122 million for Head Start programs. <p>See https://grantsgalore.net/winning-grant-proposals-funded-programs/ and https://grantsgalore.net/grantmakers-successful-funding-sources/</p>	
<p>Three references</p>	<p>Chris Watson, Executive Director Warm Springs Community Action Team 202.256.1187 chris@wscat.org</p> <p>Dwane Krumme, Executive Director Habitat for Humanity of La Pine Sunriver 541.410.5567 dwane@habitatlapinesunriver.org</p> <p>Anna Higgins, Director of Innovation High Desert ESD 541.771.6886 anna.higgins@hdesd.org</p>	<p>Kay Nees, Finance Director City of Champaign, Illinois (217) 403-8940 Kay.nees@champaignil.gov</p> <p>City of Redmond, OR Ryan Kirchner, Wastewater Division Manager (541) 504-5072 Ryan.kirchner@redmondoregon.gov</p> <p>City of Metolius, OR Tasha Alegre, City Recorder (541) 546-5533 Metolius1911@gmail.com</p>	<p>Scott Cooper, Executive Director NeighborImpact and Community Action Foundation of Central Oregon 541.323.6502 scottc@neighborimpact.org</p> <p>Andrea Hernandez Rodriguez, PhD, President Growing Giving 317.460.6200 https://www.growinggiving.com annie@growinggiving.com</p> <p>Jeff Miller, PhD, President Innovative Leadership Solutions, Inc. +1 317-733-8635 jeffmiller79@gmail.com</p>

Our Grant Team

References

See table above.

Scope of Work and Cost of Services

Needs Assessment / Strategic Planning

- Review key planning documents (e.g. 5-year plan, 2-year biennium plan, city council priorities, county priorities) to identify, prioritize, and scope funding needs, regional project needs in alignment with key planning/strategy items to include (5-year plan, 2-year biennium plan, city council priorities, county priorities).
Timeframe: Annually
Deliverable: Written summary of findings
Cost: \$1000 - \$5000 + depending on complexity of needs assessment and strategic planning needed.
- Consult with Central Oregon units of government (e.g. municipalities and counties) and regional and statewide agencies (e.g. Central Oregon Intergovernmental Council, Regional Solutions, Business Oregon) to identify opportunities for collaborative grantseeking.
Timeframe: Quarterly
Deliverable: Written recommendations for collaborating grantseeking efforts.
Cost: \$125 per hour
- Facilitate collaborative grant seeking efforts.
Timeframe: As needed
Cost: \$125 per hour

Environmental Scan

- Conduct a comprehensive search for current and forecasted state and federal grants.
Timeframe: Annually
Deliverables:
 - Written summative report of search results
 - Written synopsis of grants that align with the City's funding needs
 - Consultation to discuss the results and next stepsCost: \$625 - \$1,000 (depending on the scope of the funding needs)
- Monitor state and federal grant announcements.
Timeframe: Weekly
Deliverables:
 - E-mail updates
 - Written synopsis of grants that align with the City's funding needs (if any)
 - Recommendations for collaboration (as appropriate)Cost: \$125 per hour

Proposal Development / Grant Writing

For each grant the City wants to pursue,

- Develop a task list with internal deadlines and assignments;
- Attend funder's technical assistance webinar (as available);
- Facilitate virtual team meetings, as scheduled; and
- Complete assigned tasks.

Timeframe: As needed

Deliverables: Will vary by project. May include, but not be limited to, the following:

drafting letters of intent, grant narratives, and executive summaries; reviewing grant budgets; creating logic models and project timelines; completing application forms; and editing and finalizing grant components

Cost: \$125 per hour

Our Grant Team

Communication And Technical Assistance

- Attend meetings with City staff as scheduled.
- Maintain regular e-mail communication with designated City personnel.
- Answer questions and provide guidance as requested.
- Review grant opportunities forwarded from City personnel to determine eligibility and alignment.
- Review feedback for unsuccessful grant proposals, if available, and advise City personnel about improving identified weaknesses.
- Advise City personnel about capacity needs to implement and manage grants (e.g. procurement, compliance, fiscal management, data systems, staffing).
- Contact third parties (e.g. potential funders, data sources, collaborative partners) as needed for research and proposal development purposes.
- Assist with setting up accounts in grant application portals.
- Assist with uploading and submitting grant applications.
- Maintain electronic copies of grant applications and forward to City personnel.

Timeframe: As needed

Cost: \$125 per hour

Grant Administration / Reporting

- Work with City personnel to complete and submit grant reports to funders prior to reporting deadlines.
- Amend and submit grant components as needed.

Timeframe: As needed

Cost: \$125 per hour

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/> Completed by Grants.gov upon submission.	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text"/> Healthcare Alternative Systems, Inc.		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/> 23-7432930	* c. UEI: <input type="text"/> EFP4BYJNQMT6	
d. Address:		
* Street1: <input type="text"/> 2755 West Armitage Avenue	Street2: <input type="text"/>	
* City: <input type="text"/> Chicago	County/Parish: <input type="text"/>	
* State: <input type="text"/> IL: Illinois	Province: <input type="text"/>	
* Country: <input type="text"/> USA: UNITED STATES	* Zip / Postal Code: <input type="text"/> 62647-4244	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text"/> Marco	
Middle Name: <input type="text"/>	* Last Name: <input type="text"/> Jacome	
Suffix: <input type="text"/>	Title: <input type="text"/> Executive Director	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text"/> (773) 252-3100	Fax Number: <input type="text"/>	
* Email: <input type="text"/> mjacome@hascares.org		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Substance Abuse and Mental Health Services Adminis

11. Catalog of Federal Domestic Assistance Number:

93.243

CFDA Title:

Substance Abuse and Mental Health Services Projects of Regional and National Significance

*** 12. Funding Opportunity Number:**

TI-22-013

* Title:

Medication-Assisted Treatment - Prescription Drug and Opioid Addiction

13. Competition Identification Number:

TI-22-013

Title:

MAT- PDOA

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

H.A.S. NEXA MAT Program for Persons with Opioid Use Disorders and Co-Occurring Mental Disorders

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="3,750,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,750,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. MAT-PDOA TI-22-013	93.243	\$	\$	\$ 3,750,000.00	\$	\$ 3,750,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 3,750,000.00	\$	\$ 3,750,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	MAT-PDOA TI-22-013				
a. Personnel	\$ 428,000.00	\$	\$	\$	428,000.00
b. Fringe Benefits	62,442.00				62,442.00
c. Travel	1,200.00				1,200.00
d. Equipment	0.00				0.00
e. Supplies	10,490.00				10,490.00
f. Contractual	161,367.00				161,367.00
g. Construction	0.00				0.00
h. Other	18,319.00				18,319.00
i. Total Direct Charges (sum of 6a-6h)	681,818.00			\$	681,818.00
j. Indirect Charges	68,182.00			\$	68,182.00
k. TOTALS (sum of 6i and 6j)	\$ 750,000.00	\$	\$	\$	750,000.00
7. Program Income	\$	\$	\$	\$	

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. MAT-PDOA TI-22-013	\$	\$	\$		
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 750,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 750,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. MAT-PDOA TI-22-013	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

Project/Performance Site Location(s)

Project/Performance Site Primary Location I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

UEI:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Project/Performance Site Location 1 I am submitting an application as an individual, and not on behalf of a company, state, local or tribal government, academia, or other type of organization.

Organization Name:

UEI:

* Street1:

Street2:

* City: County:

* State:

Province:

* Country:

* ZIP / Postal Code: * Project/ Performance Site Congressional District:

Additional Location(s)

Project Abstract Summary

This Project Abstract Summary form must be submitted or the application will be considered incomplete. Ensure the Project Abstract field succinctly describes the project in plain language that the public can understand and use without the full proposal. Use 4,000 characters or less. Do not include personally identifiable, sensitive or proprietary information. Refer to Agency instructions for any additional Project Abstract field requirements. If the application is funded, your project abstract information (as submitted) will be made available to public websites and/or databases including USAspending.gov.

Funding Opportunity Number

TI-22-013

CFDA(s)

93.243

Applicant Name

Healthcare Alternative Systems, Inc.

Descriptive Title of Applicant's Project

H.A.S. NEXA MAT Program for Persons with Opioid Use Disorders and Co-Occurring Mental Disorders

Project Abstract

Healthcare Alternative Systems, Inc., will expand outpatient Methadone Assisted Treatment services in combination with mental health services for adults with Opioid Use Disorder and co-occurring mental disorders. Over the five-year project period, the NEXA MAT Program will serve 400 individuals in the City of Chicago, with a focus on communities of color.

Program goals include increasing access to care among the population of focus and improving participant outcomes related to illicit substance use (opioid and non-opioid), opioid-related overdoses, mental health symptoms, housing stability, and employment.

Strategies to expand access to care will include:

- :: Hiring additional addiction counselors and on-site therapists;
- :: Hiring case managers;
- :: Contracting for additional physician hours to complete admission prerequisites; and
- :: Conducting outreach among the population of focus.

Strategies to improve participant outcomes will include:

- :: Providing evidence-based, trauma-informed, person-centered services;
- :: Prescribing methadone to participants with Opioid Use Disorder;
- :: Providing individualized and group counseling and therapy;
- :: Integrating the principles of harm reduction;
- :: Providing recovery support services; and
- :: Addressing the social determinants of health.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

To add more Project Narrative File attachments, please use the attachment buttons below.

SECTION A – POPULATION OF FOCUS AND STATEMENT OF NEED

A-1. Healthcare Alternative Systems, Inc. (HAS) serves adults, ages 18 and older, with a focus on communities of color, within a geographic catchment area that encompasses the City of Chicago. Nearly half (47%) of our MAT participants live in four Chicago Community Areas (CCA), namely East and West Garfield Park, Austin, and Logan Square. Another 47% are scattered throughout the City. The remaining participants live in Cook and adjacent counties. We will provide MAT-PDOA services at our facility in the Austin Community Area, which is adjacent to the other three CCAs described above and is accessible from other sections of the City by Chicago Transit Authority bus and train. **All of our MAT participants qualify for Medicaid; 64% are male; 58% are Black; 35% are ages 55-64.** Figure 1 presents comparison data for Chicago and the four CCAs.

Figure 1: Demographics and Social Determinants of Health

Characteristic	City	4 CCAs	
Race	White	48%	5% - 74%
	Black	29%	55% - 88%
	Asian / Other / Multi-Racial	23%	7% - 21%
Hispanic/Latinx of any race	29%	40%	
Speak Spanish at Home/Less than very well	24% / 10%	31% / 14%	
Median Age	34.8	32.2 – 36.5	
Population, Ages 55-64	11%	Up to 13%	
Male	49%	47% – 50%	
Poverty Rate	Overall	17.3%	13% – 40%
	Females	19.0%	Up to 40%
	Blacks	28.3%	Up to 41.4%
Highest Educational Attainment – High School Diploma or Equivalent (Ages 25+)	36%	58%	
Persons with a Disability (Ages 18-64)	9%	19%	
Mobility Rate	15.0%	17.3%	

Source: American Community Survey, 2016-2020, 5-year estimates

A-2. The Chicago Department of Public Health reported 47.9 opioid-related overdose deaths per 100,000 people in 2020, which represented a **51.6% increase over the 2019 rate** of 31.6 (Chicago Opioid Overdose Data Brief). During the same timeframe, the national rate increased 29.4% (National Center for Health Statistics). The mid-term 2020 and 2021 data indicate the highest rates of opioid-related overdose deaths in Chicago were among men, Blacks, adults in the 55 to 64 age group, and residents of CCAs Austin and West Garfield Park (COODB).

Several factors add to the complexity of Chicago’s ongoing opioid – and overdose – epidemic. (1) About 43% of persons receiving treatment for OUD have a co-morbid diagnosis or symptoms of mental illness such as depression or anxiety (National Institute on Drug Abuse, April 2020). The number of overdose deaths **involving opioid pain relievers increased 16.7%** from 1.2 per 100,000 at mid-term 2020 to 1.4 at mid-term 2021. (2) **40% of overdose deaths that involved polysubstance use at mid-term 2021 involved cocaine**, compared to 33% at mid-term 2020. (3) Trend data shows an alarming **15-fold increase of fentanyl-involved deaths, from 2.7 per 100,000 in 2015 to 41.0 in 2020**. (4) Poverty, racial inequity, and social stigma associated with behavioral disorders impact access to adequate treatment among marginalized populations, including persons of color and person with limited English proficiency.

The most common barriers to accessing mental health services identified in a city-wide survey conducted from August 2020 to March 2021 included: the cost of care (68%); lack of awareness where services are offered (29%); lack of insurance coverage (25%); inconvenient hours (22%); and services not offered in their community (18%). The Austin/Garfield Park CCAs comprise one of 49 Cook County healthcare professionals shortage areas (HPSAs) for mental health, needing the equivalent of 8.19 full-time (FTE) practitioners to reach the optimum population-to-practitioner ratio. Cook County needs 96.13 FTE across all 49 HPSAs.

SECTION B – PROPOSED IMPLEMENTATION APPROACH

B-1. We propose to use MAT-PDOA funding to increase access to care and expand our current capacity to provide high-quality MAT services in the following ways:

- Contracting for additional days of physician time will increase our capacity to admit participants and decrease the average amount of time lapsed from screening to admission.
- Hiring on-site case managers will increase not only the amount of time spent on recovery support, but also the amount of time MAT counselors spend providing treatment and facilitating groups. We anticipate that the levels of clinical care and recovery support will improve, and, as a result, participant outcomes will improve.
- Hiring additional MAT counselors will expand our capacity to serve more participants, and, at the same time, reduce overall caseloads among all MAT counselors. We anticipate that clinical outcomes will improve and fewer participants will drop out.
- Hiring on-site therapists to provide mental health services at our MAT clinic will increase access to care for MAT participants with co-occurring mental disorders.

Figure 2: Capacity

Process Outcome	Current Capacity	Proposed Expansion	Net Change
Total participants served per year	240	320	33%
# of Counselors	4	7	75%
Average caseload	60	45	(25%)
# of On-Site Therapists	0	2	200%
# of On-Site Case Managers	0	2	200%
# of Admitting Days per week	2	5	150%
Average # drop-outs per month	6	3	(50%)
5-Year Capacity	1,200	1,600	33%

Figure 3: Number of Unduplicated Individuals to be Served with Grant Funds					
Year 1: 80	Year 2: 80	Year 3: 80	Year 4: 80	Year 5: 80	Total: 400

In addition to increasing access to care among individuals in our catchment area, the NEXA MAT program is designed to improve participant outcomes among individuals with OUD and co-occurring mental disorders at our MAT clinic.

Objective 1. Increase the percentage of participants reporting abstinence from use from 42% to 55% at 6 months post-intake.

Objective 2. Decrease the opioid-related overdose rate in the past 6 months for 20% of participants.

Objective 3. Increase the number of participants reporting fewer days of illicit opioid use and prescription opioid misuse among participants engaged in treatment for OUD and co-occurring mental disorders by 15% compared to individual baselines.

Objective 4. Increase the number of participants reporting fewer days of non-opioid illicit drug use or prescription drug misuse by 15%, compared to individual baselines.

Objective 5. Increase the number of participants reporting stable housing conditions at 6 months post-intake by 25% relative to baseline.

Objective 6. Increase the number of participants reporting employment at 6 months post intake by 25% relative to baseline.

Objective 7. Decrease the severity of mental health symptoms among participants receiving treatment for OUD and co-occurring mental disorders as indicated by a 15% decrease in participants meeting criteria for a serious mental illness at 6 months relative to baseline.

B-2. Healthcare Alternative Systems, Inc. (HAS) seeks to implement sustainable programs that benefit society by improving the well-being and recovery efforts of those individuals, families, and communities impacted by behavioral health problems. Our agency’s history is rooted in serving marginalized populations and improving their access to high-quality, affordable, multicultural and bilingual care. As one of only four Trauma-Informed Care organizations funded by the Chicago Department of Public Health, our organizational culture is infused with the principles and practices of trauma-informed care, including: applying a person-driven, collaborative approach to treatment planning; building trust; and offering incentives to reduce usage and improve self-sufficiency.

HAS staff will be responsible for implementing all required activities (indicated in **boldface** type) per Section I.3 of the Notice of Funding Opportunity.

Outreach and Engagement. We maintain an extensive referral network with hospitals, detoxification units, and other organizations throughout our catchment area. Our team of Community Health Workers (CHWs) distributes bilingual brochures throughout the year at events in communities of color and other high-need neighborhoods. The CHWs’ role is to advocate for and connect individuals to community-based services and supports. Our Harm Reduction team also promotes our services among our population of focus. The majority of the referrals we receive, however, are from our participant base – persons who know the quality of our services first-hand and encourage their friends and family members to make an appointment.

When we transfer our MAT clinic operations to our new location in July, the Case Managers will conduct outreach in the surrounding neighborhoods, primarily those disproportionately impacted by social determinants of health. Outreach activities will include disseminating flyers, social media posts, and meeting with groups of residents in faith- and community-based settings.

Initial Screening and Intake. We will expand our intake schedule from two days a week to six days a week by partnering with the FQHC located adjacent to our MAT Clinic. When a person presents at our MAT Clinic by phone, referral, or as a walk-in, the Intake Assistant will gather contact information, verify the person is 18 years of age or older, and schedule a face-to-face interview with an Intake Counselor. We will expedite intake interviews for walk-ins and will provide information – written and verbal – in Spanish, if preferred.

Clinical Assessments for OUD and Co-Occurring Mental Disorders. The Intake Counselor will gather the participant’s documentation, including insurance coverage (if any), proof of income, court papers, photo I.D., and list of prescribed medications. The Intake Counselor also will ask participants to complete a questionnaire to establish baseline data related to social determinants of health (e.g., housing, transportation, food security, safety, employment, debt, education, social supports, and family relationships). Participants referred to us must sign a Consent for Release of Information for the referral source. All participants must sign a Consent for Treatment. All MOUD participants must sign a Consent for Methadone.

The Intake Counselor will use the American Society for Addiction Medicine (ASAM) Patient Placement Criteria (PPCII-R) to determine the severity of the participant’s problem and the most appropriate level of care. The PPCII-R incorporates six dimensions to create a holistic, biopsychosocial assessment: (1) Acute intoxication and/or withdrawal potential; (2) Biomedical conditions and complications (including medication allergies or adverse reactions); (3) Emotional, behavioral, or cognitive conditions and complications; (4) Readiness to change; (5) Relapse, continued use or continued problem potential; and (6) Recovering/living environment (including financial and case management needs).

Admission. The Intake Counselor will recommend the appropriate level of care, develop an Initial Care Plan, and forward the participant’s record to the Medical Team within 24 hours of completing the assessment. The Medical Director will review the record within 72 hours of admission to confirm it meets admission and clinical criteria. If so, the Medical Director will sign the admission record containing all completed assessments with provisional DSM-IV (or ICD-9 for Medicaid participants) diagnoses. All MOUD participants must undergo a physical exam to determine initial dosing and subsequent treatment recommendations. The Medical Team also will **search the Illinois Prescription Monitoring Program online database to confirm the participant's drug history and document compliance with a therapeutic regimen.**

Our MAT Clinic services are available for persons who meet the criteria for Level 1 Outpatient care. The Intake Counselor will assign the participant to a NEXA Counselor (state-certified addiction counselor), schedule the initial treatment session, and introduce the participant to their assigned counselor.

Medications for Opioid Use Disorder (MOUD). Our Medical Director prescribes methadone to participants with OUD to decrease their illicit opioid use and prescription opioid misuse, as well as improve their quality of life. We do not offer other forms of MOUD for the following reasons: (1) 90% of our participants qualify for Medicaid, which reimburses for methadone only; (2) members of the population of focus prefer methadone’s daily regimen, which involves daily contact with their counselor; (3) participants who used Suboxone discontinued after one or two refills, citing that it required high doses and was not effective; and (4) using methadone does not require complete abstinence from substance use for recreational or medical purposes. Because we do not offer buprenorphine, our physician will not need to obtain a **DATA Waiver**. We will refer participants who prefer other forms of MOUD to the partnering FQHC or other provider.

Outpatient Behavioral Health Services. We offer a full complement of outpatient behavioral health services at our MAT Clinic. Participants work closely with our staff to create an individualized treatment and recovery plan that includes one or more of the following interventions:

- State-certified counselors integrate evidence-based treatment approaches such as Motivational Interviewing (MI), Cognitive Behavioral Therapy (CBT), and 12-Step Facilitation in individual, group, and family counseling sessions.

- All our counselors and therapists are required to complete an intensive **Harm Reduction (HR)** training. They incorporate principles of HR into their sessions to increase participants' knowledge about safer substance use, reduce the risk of overdose, and reduce stigma. We will acquire a vending machine to dispense harm reduction items at no charge, in compliance with federal, state, and local regulations. Examples include sterile syringes to prevent transmission of infectious diseases, fentanyl test strips to minimize the risk of overdose, and naloxone kits to reverse an overdose.
- If the participant's initial biopsychosocial assessment (Dimension 3) indicates a need for mental health services, the NEXA Counselor will provide support in individual and group settings to help participants recognize the symptoms of mental disorders and learn coping skills. A master's-level therapist will provide more intensive mental health services, including individual, family, and couple therapy, as per the participant's treatment plan.
- Our licensed psychiatrist will conduct psychiatric evaluations for persons with a history of mental disorders or who are experiencing deteriorating symptoms. We will modify their treatment and recovery plan, based on participants' changing needs.
- Our psychiatric nurse will provide medication monitoring for participants who take psychotropic medications or other prescribed medications for chronic medical conditions.
- Our Peer **Recovery Support Specialists (PRSSs)** have lived experience in recovery and provide non-clinical assistance to help participants progress along their path to recovery. Activities include assessing strengths and identifying and building relationships that will support their recovery. Recognizing that recovery is a life-long, multi-faceted process, the PRSSs will provide aftercare treatment to prevent relapse, expand participants' coping strategies, and ensure they have the long-term resources they need to maintain recovery. We facilitate monthly non-clinical group sessions to provide feedback and support during the early stages of recovery.

Offering **Telehealth Services** has become a normal aspect of our daily operations. Participants who have earned take-home medication privileges and, therefore, are not required to come to the clinic every day, have the option to engage in counseling and other services via telephone or video call.

We will provide individualized Case Management Services to all participants, as outlined in their treatment and recovery plans. The Case Manager will meet with the participant to review their progress toward completing their treatment plan, the PRSS's case notes regarding the participant's strengths and progress toward recovery, as well as the participant's responses to the quarterly Social Determinants of Health questionnaires. The Case Manager will make warm referrals to agency- or community-based programs and services needed to address any remaining or emerging barriers to recovery.

We have the capacity and the flexibility to provide other services and supports that meet the changing needs of our participants. We will refer participants to our other locations and programs for additional services that will support their recovery. Examples include:

- The Living Room is available as an alternative to the hospital emergency department for persons experiencing emotional distress. We provide transportation assistance to remove barriers to care. The Living Room staff also provide support via telephone.

- A multidisciplinary Community Support Team offers community-based mental health services for persons needing more intensive treatment than we offer at our MAT Clinic.
- We offer violence prevention and intervention services and supports through our Partner Abuse Prevention Program and BASTA! (Enough!) Domestic Violence Program.
- Our Anger Management Program offers interventions in individual and group settings.
- Transitional Housing Program for adult males.

Funding Mechanisms and Service Delivery Models.

HAS is a certified Medicaid provider and partners with 31 provider networks, which include Health Maintenance Organizations, Preferred Provider Organizations, Employee Assistance Programs, and Managed Care Organizations. We will bill third-party payers for reimbursement of services provided to Medicaid-eligible individuals and persons covered by commercial health insurance. As a member agency of United Way/Crusade of Mercy, which serves Chicago and surrounding suburbs, we receive charitable contributions and grants to support our programs. As allowable by the funder, we will allocate funds from these and other revenue sources to offset the cost of operating the MAT clinic. To the greatest extent possible, we will reserve SAMHSA funding for services to individuals not covered by third-party payers.

Because we apply a holistic, person-centered approach to behavioral health care, we collaborate with a broad network of agencies and organizations to provide the full complement of services to address social determinants of health that impact individuals with OUD and co-occurring mental disorders. Examples include: hospital emergency departments and detoxification units; clinics; Chicago Transit Authority; and other MAT providers.

Although we define our catchment area as the City of Chicago, we serve individuals, regardless of their place of residence, which includes rural and resource-limited communities in Cook and adjacent counties.

B-3. Timeline (see Attachment 4)

SECTION C – PROPOSED EVIDENCE-BASED SERVICE/PRACTICE

C-1 HAS offers a holistic and integrated approach to behavioral health. Our treatment models apply evidence-based practices including the following, **without modification**:

Medication Assisted Treatment (MAT). We only offer methadone as a form of MAT. Our rationale is four-fold: (1) 90% of our participants qualify for Medicaid, which reimburses for methadone only; (2) members of the population of focus prefer methadone’s daily regimen, which involves daily contact with their counselor; (3) participants who used Suboxone discontinued after one or two refills, citing that it required high doses and was not effective; and (4) using methadone does not require abstinence for recreational or medical purposes. We offer a stepped take-home medication plan as an incentive to participants who meet eligibility criteria related to program compliance, substance usage, behavior, stability, and secure storage, among others related to barriers and hardship. Eligible participants earn one unsupervised dose per week for three months; two doses per week for Months 4-6; three doses per week for Months 7-9; six doses per week for Months 10-12; 12 doses every two weeks for Months 13-24; and a full month of doses after two years of remaining eligible.

Cognitive Behavioral Therapy (CBT) is a form of psychotherapy that has been validated by a broad base of research and shown to be effective with a wide variety of problems and populations. Our therapists use CBT in both individual and group settings.

We offer a non-clinical group that uses Living in Balance, a person-centered curriculum that incorporates aspects of CBT, 12-step, and experiential approaches to help participants achieve recovery. Participants have the opportunity to identify situations that trigger their cravings and pinpoint the decisions that lead to drug use. They then develop alternatives to drug use that they can implement when they sense their craving returns as well as a long-term plan for full recovery, including relapse prevention.

Motivational Interviewing (MI) is a person-centered technique shown to be effective in numerous randomized studies among participants with substance use disorders. Our clinicians use MI in both individual and group settings. They complete continuing education to expand their repertoire of MI skills.

We use **Harm Reduction (HR)** strategies (including MI) among our OUD participants to reduce their usage and decrease their risk of opioid-related overdose. HR is also effective at reducing stigma associated with seeking treatment for SUD and co-occurring disorders. We provide naloxone to participants upon admission to outpatient treatment, during the course of treatment, as needed, and at discharge.

Telehealth is a promising practice that offers participants a safe, effective alternative to treatment. Engaging in services by telephone or video call reduces the stigma associated with seeking treatment for behavioral disorders and eliminates barriers to access such as transportation or childcare. Our physician conducts annual medical reviews via telephone if an in-person visit is not warranted. Our counselors also conduct individual sessions via telephone if the participant is unable to attend in person.

C-2. As evidenced by our accreditation through the Commission on Accreditation of Rehabilitation Facilities, we are committed to delivering the highest standard and quality of care to all our participants. We apply our Continuous Quality Improvement Program to ensure the quality and continual improvement of our services, including implementing evidence-based practices with fidelity. We follow established policies and procedures to ensure our staff maintain fidelity to the practices they incorporate into their sessions with participants.

- When the Advisory Council conducts their annual review of the Treatment Philosophy policy, they highlight evidence-based, evidence-informed, and promising practices.
- All clinicians present their cases during individual and group supervision (see below). The Quality Assurance Team tracks all supervision forms on a monthly basis.
- All clinicians complete monthly refresher/booster trainings to keep current in effective treatment modalities, including Motivational interviewing, Cognitive Behavioral Therapy, Harm Reduction techniques, Life Skills Coaching, and Relapse Prevention Planning, among others. The Quality Assurance Team records trainee attendance.
- The Quality Assurance Team conducts quarterly chart/utilization reviews among a small random sample to monitor fidelity. The review includes treatment plan goals and objectives and progress notes.

Per HAS policy, the NEXA Program Manager conducts monthly clinical supervision for credentialed staff and weekly supervision for clinical staff who are working toward clinical licensure. In addition to monitoring implementation fidelity, the Program Manager also uses clinical supervision to identify clinicians' professional development and interpersonal needs. We require all addiction counselors to complete 40 Continuing Education Units every two years. To maintain their state licensure, all Licensed Professional Counselors must complete 30 hours of continuing education annually. If supervision indicates a clinician needs to address difficulties or deficiencies, the Program Manager will assist the clinician with developing an action plan. In addition to individual supervision, the Program Manager will conduct monthly group supervision to review clinical presentations of cases.

SECTION D – STAFF AND ORGANIZATIONAL EXPERIENCE

D-1. Healthcare Alternative Systems, Inc. is a charitable, non-profit organization providing behavioral health services to Chicago and the surrounding communities. As a leading behavioral health resource for Chicago’s communities of color since 1974, our staff provides culturally competent, bilingual (English and Spanish) services to a diverse population of individuals from all backgrounds. We began offering MAT services when we acquired the NEXA Clinic in 2007. The large majority (85%) of our current MAT participants are persons of color. All current participants qualify for Medicaid.

Among the 13 individuals who staff our MAT clinic, 85% are female, 62% are African American, and 38% are Hispanic/Latino. We provide services in English and Spanish, including brochures, forms, and participant education and instructions, per participant preference.

We apply a holistic approach to providing participant-centered behavioral health services. We offer a continuum of programs addressing substance abuse, mental health, family relationships, and more. Every year, we serve more than six thousand individuals at thirteen sites of care. Over the past 15 years, we have provided MAT services to 1,153 individuals. We aim to open the doors at our new MAT Clinic in Chicago’s Austin Community Area in July 2022. The new facility will enable us to double our current MAT census of 215.

D-2

Figure 4: Staffing Plan

	<i>Name / Title / % of Effort</i>	Qualifications
W-2 Employees	<i>Pamela Wood, Project Director, 50%</i>	<ul style="list-style-type: none"> ▪ Master’s degree in Counseling ▪ Bachelor’s degree in Clinical Psychology ▪ LPC, CAAD
	<i>To Be Hired, Case Manager (2) 100%</i>	<ul style="list-style-type: none"> ▪ Bachelor’s degree in human services field (e.g., social work, psychology, sociology) ▪ Min. 2 years’ case management experience in nonprofit setting ▪ Bilingual/bicultural (English/Spanish) preferred
	<i>To Be Hired, OUD Counselor (3) 100%</i>	<ul style="list-style-type: none"> ▪ Associate’s or Bachelor’s degree in social or human sciences of social work ▪ Min. 1 year counseling experience in substance abuse field
	<i>To Be Hired, MH Therapist (2) 100%</i>	<ul style="list-style-type: none"> ▪ Master’s degree in Social Work, Counseling, or Psychology preferred ▪ Professional clinical license or non-clinical license ▪ Bilingual (English/Spanish) preferred
Contractual	<i>Lionel Barberousse, M.D. , Medical Director, 100%</i>	<ul style="list-style-type: none"> ▪ Bilingual in English/French ▪ 18 years’ experience with population of focus ▪ 18 years’ experience with addiction medicine
	<i>James A. Swartz, Project Evaluator, 25%</i>	<ul style="list-style-type: none"> ▪ Advanced degrees in Behavioral Research and Clinical Psychology ▪ 30 years’ experience studying & evaluating drug treatment & prevention programs
	<i>Lisa D. Robison-Taylor, Evaluation Project Manager, 25%</i>	<ul style="list-style-type: none"> ▪ Master’s in Public Health ▪ 9 years’ experience conducting clinical research & program evaluations
	<i>To Be Hired, Research Assistant (2) 100% (Note: only 1 in Year 1, beginning Month 4)</i>	<ul style="list-style-type: none"> ▪ Bachelor’s in Psychology or Social Work ▪ Prior experience with social sciences research preferred ▪ Bilingual/Bicultural (English/Spanish) preferred

SECTION E – DATA COLLECTION AND PERFORMANCE MEASUREMENT

E-1 The Evaluation Team will collect participant baseline data at intake and comparison data at 6 months and at discharge. They will use the same methods employed in a treatment induction study that evaluated telehealth for persons entering MOUD treatment. The telehealth study achieved a three-month follow-up rate of 85%. To accommodate the number of participants to be served over the five-year project period, the Evaluation Team will include the Project Evaluator, Clinical Research Coordinator/Evaluation Project Manager, and one Research Assistant. The Analysts will be responsible for: conducting participant interviews at all three data collection points per GPRA requirements; collecting urine samples for testing; and using the Qualtrics survey platform to enter the interview results into an online database. The Evaluation Project Manager will export participant data to SPARS at required data submission times.

Evaluation Design. To assess the extent to which the project has achieved the project objectives, we will rely on the following data sources:

- SAMMS is an automated information system that HAS uses to document clinical, service, and financial data for all clinical programs. We will use SAMMS to assess objectives related to increases in service provision, as well as improvements in treatment engagement and retention.
- We will augment SAMHSA’s GPRA instrument with topic-specific questions:
 - The Kessler Psychological Distress (K-6) scale, a widely-used and validated measure of general mental health;
 - Questions from the Housing and Health Study to determine housing stability;
 - National Health Interview Survey questions to determine employment status; and
 - Questions related to lifetime and past 6-month overdose experiences.
- GPRA’s self-reported indicators will assess outcomes related to substance use.
- Urinalysis kits provide rapid test results and assess for the presence of 16 drugs.

Figure 5: Data Collection Plan

Objective	Data Source
1. Increase the percentage of participants reporting abstinence from use from 42% to 55% at 6 months post-intake.	GPRA – Drug & Alcohol Use
2. Decrease the opioid-related overdose rate in the past 6 months for 20% of participants.	SAMMS
3. Increase the number of participants reporting fewer days of illicit opioid use and prescription opioid misuse among participants engaged in treatment for OUD and co-occurring mental disorders by 15% compared to individual baselines.	SAMMS GPRA – Drug & Alcohol Use
4. Increase the number of participants reporting fewer days of non-opioid illicit drug use or prescription drug misuse by 15%, compared to individual baselines.	GPRA – Drug & Alcohol Use Urine Screen Analysis
5. Increase the number of participants reporting stable housing conditions at 6 months post-intake by 25% relative to baseline.	GPRA – Family & Living Conditions Supplemental Questions
6. Increase the number of participants reporting employment at 6 months post intake by 25% relative to baseline.	GPRA – Education, Employment & Income Supplemental Questions
7. Decrease the severity of mental health symptoms among participants receiving treatment for OUD and co-occurring mental disorders as indicated by a 15% decrease in participants meeting criteria for a serious mental illness at 6 months relative to baseline.	GPRA – Mental & Physical Health Problems and Treatment/Recovery K-6 Scale

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

To add more Budget Narrative attachments, please use the attachment buttons below.

Applicant/Recipient Healthcare Alternative Systems, Inc.	Application/Award Number
Project Title:	H.A.S. NEXA MAT Program

	Start Date	End Date	Budget Year
Budget Period:	09/30/2022	09/29/2023	1

For Multi-Year Funded (MYF) awards only
(not applicable to new applications for funding)
Check the box to select the Incremental Period

COST SHARING AND MATCHING

Matching Required: YES NO

A. Personnel

Line Item #	Position	Name	Key Position per the NOFO	Check if Hourly Rate	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Staff	Annual Salary	% Level of Effort (LOE)	Personnel Cost	
1	Counselor	vacant	<input checked="" type="checkbox"/>	<input type="checkbox"/>			3	\$56,000	100.00%	\$168,000	\$168,000
2	Therapist	vacant	<input checked="" type="checkbox"/>	<input type="checkbox"/>			2	\$60,000	100.00%	\$120,000	\$120,000
3	Case Manager	vacant	<input checked="" type="checkbox"/>	<input type="checkbox"/>			2	\$50,000	100.00%	\$100,000	\$100,000
4	Program Administrator	Pamela Wood	<input checked="" type="checkbox"/>	<input type="checkbox"/>			1	\$80,000	50.00%	\$40,000	\$40,000
TOTAL										\$428,000	\$428,000

Line Item #	Personnel Narrative:										
1	Counselor	vacant	Key Personnel	Salary \$56,000	# of Staff 3	LOE 100.00%	Personnel Cost \$168,000	conduct screening interviews and bio psychosocial assessments to determine if participant meets criteria for OUD and admission to MAT (DSM-5 and ASAM), conduct comprehensive treatment plan, continued stay review and monitoring in collaboration with participant and members of the treatment team, provide individual and group counseling sessions, identifies and responds to crises, provide clinical consultation with referral resources, family members and others to help support participants in their treatment			
2	Therapist	vacant	Key Personnel	Salary \$60,000	# of Staff 2	LOE 100.00%	Personnel Cost \$120,000	conducts mental health assessments & treatment plans (via the IM+CANS), and provides individual, family, and couples psychotherapy - versed in Trauma, as well as other supportive services - to individuals suffering from a wide range of mental health disorders.			
3	Case Manager	vacant	Key Personnel	Salary \$50,000	# of Staff 2	LOE 100.00%	Personnel Cost \$100,000	provide technical assistance and case management linkage and referrals as needed, coordinates with the treatment team the plan of care for participants with mental illness and/or substance use issues.			
4	Program Administrator	Pamela Wood	Key Personnel	Salary \$80,000	# of Staff 1	LOE 50.00%	Personnel Cost \$40,000	oversee clinical matters, supervision of completion of all required clinical and program documentation, maintain standards of Quality of the Programs using evidence models and measure outcomes performance, monitor the integration of services			

Show In-Kind Personnel Table

B. Fringe Benefits

Our organization's fringe benefits consist of the components shown below:

Fringe Component	Rate (%)
FICA	7.65%
Total Fringe Rate	7.65%

Fringe Benefits Cost

Line Item #	Position	Name	Calculation				FEDERAL REQUEST
			Personnel Cost	Total Fringe Rate (%)	Fixed / Lump Sum Fringe (if any)	Fringe Benefits Cost	
1	Counselor	vacant	\$168,000	7.65%	\$14,850	\$27,702	\$27,702
2	Therapist	vacant	\$120,000	7.65%	\$14,850	\$24,030	\$24,030
3	Case Manager	vacant	\$100,000	7.65%		\$7,650	\$7,650
4	Program Administrator	Pamela Wood	\$40,000	7.65%		\$3,060	\$3,060
TOTAL						\$62,442	\$62,442

Fringe Benefits Narrative:
 FICA - medicare tax rate of 1.45%; social security tax rate of 6.2%
 Medical - annual employer medical liability of 7425/employee(618.75/month)*4 employees (2 counselors and 2 therapists)

C. Travel

Trip #	Purpose	Destination	Calculation					FEDERAL REQUEST	
			Item	Cost / Rate per Item	Basis	Quantity per Person	Number of Persons		Travel Cost
1	client travel for programmatic services and assessments	client travel to facility	Local Travel (POV Mileage)	\$3.00	Mile	1.00	400	\$1,200	\$1,200
TOTAL								\$1,200	\$1,200

Travel Narrative:
 client travel for programmatic services and assessments client travel to facility Travel Cost \$1,200
 issuance of single use bus passes for clients traveling to and from program location

D. Equipment

Line Item #	Item	Check if Item is a Vehicle	Calculation				FEDERAL REQUEST
			Quantity	Purchase or Rental/Lease Cost	Percent Charged to the Project	Equipment Cost	
1		<input type="checkbox"/>				\$0	\$0

Line Item #	Item	Check if Item is a Vehicle	Calculation				FEDERAL REQUEST
			Quantity	Purchase or Rental/Lease Cost	Percent Charged to the Project	Equipment Cost	
TOTAL						\$0	\$0

Line Item #	Equipment Narrative:				
	Quantity	Purchase or Rental/Lease Cost	% Charged to the Project	Equipment Cost	\$0
1					

E. Supplies

Line Item #	Item	Calculation					FEDERAL REQUEST
		Unit Cost	Basis	Quantity	Duration	Supplies Cost	
1	office supplies - PCs	\$1,000.00	one time	5.00	1.00	\$5,000	\$5,000
2	office supplies - printers	\$360.00	one time	5.00	1.00	\$1,800	\$1,800
3	office supplies - staff consumables	\$100.00	monthly	10.00	1.00	\$1,000	\$1,000
4	program supplies	\$224.17	monthly	12.00	1.00	\$2,690	\$2,690
TOTAL						\$10,490	\$10,490

Line Item #	Supplies Narrative:						
	Unit Cost	Basis	Quantity	Duration	Supplies Cost		
1	office supplies - PCs	\$1,000.00	one time	5.00	1.00	\$5,000	attainment of PCs (5 @ 1,000) for program usage
2	office supplies - printers	\$360.00	one time	5.00	1.00	\$1,800	attainment of printers (5 @ 360 for program usage)
3	office supplies - staff consumables	\$100.00	monthly	10.00	1.00	\$1,000	staff consumables such as stationery and toner - monthly allotment of 100/month for 10 months
4	program supplies	\$224.17	monthly	12.00	1.00	\$2,690	supplies for participants and staff safety during engagement - includes PPE, gift cards, group and individual stationery, and writing devices - monthly allotment of 224.17/month for 12 months

F. Contractual

Summary of Contractual Costs

Agreement #	Name of Organization or Consultant	Type of Agreement	Contractual Cost	FEDERAL REQUEST
1	James Swartz	Consultant	\$30,000	\$30,000
2	Lisa Taylor	Consultant	\$13,200	\$13,200
3	vacant	Consultant	\$26,667	\$26,667
4	vacant	Consultant	\$90,000	\$90,000

Agreement #	Name of Organization or Consultant	Type of Agreement	Contractual Cost	FEDERAL REQUEST
5	Evalustat, LLC	Contract	\$1,500	\$1,500
TOTAL			\$161,367	\$161,367

Contractual Details for James Swartz

Agreement #	Services and Deliverables Provided
1	

<input checked="" type="checkbox"/> Personnel	<input type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input type="checkbox"/> Other	

Contractual Personnel Costs for James Swartz

Line Item #	Position	Name	Key Position per the NOFO	Check if Annual Salary	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	
1	Project Evaluator	James Swartz	<input type="checkbox"/>	<input checked="" type="checkbox"/>			1	\$30,000	100.00%	\$30,000	\$30,000
TOTAL										\$30,000	\$30,000

Line Item #	Contractual Personnel Narrative:						
1	Project Evaluator	James Swartz		Salary \$30,000	# of Persons 1	LOE 100.00%	Personnel Cost \$30,000
	responsibility and oversight for conducting the evaluation and will directly supervise the Project Manager (Lisa Taylor). He will be responsible for: hiring and training the research assistants, designing the data collection system, designing the data extraction system for collecting data from SAMMS and Qualtrics and reporting via SPARS, writing the quarterly reports, and retaining an eighty percent response rate at the six-month and discharge follow ups interviews.						

Contractual Total Direct Charges for James Swartz

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$30,000

Contractual Total Cost for James Swartz

TOTAL COST	TOTAL FEDERAL REQUEST
\$30,000	\$30,000

Contractual Details for Lisa Taylor

Agreement #	Services and Deliverables Provided

Agreement #	Services and Deliverables Provided
2	

<input checked="" type="checkbox"/> Personnel	<input type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input type="checkbox"/> Other	

Contractual Personnel Costs for [Lisa Taylor](#)

Line Item #	Position	Name	Key Position per the NOFO	Check if Annual Salary	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	
1	Evaluation Project Manager	Lisa Taylor	<input type="checkbox"/>	<input checked="" type="checkbox"/>			1	\$13,200	100.00%	\$13,200	\$13,200
TOTAL										\$13,200	\$13,200

Line Item #	Contractual Personnel Narrative:										
1	Evaluation Project Manager	Lisa Taylor			Salary \$13,200	# of Persons 1		LOE 100.00%		Personnel Cost \$13,200	
	<p>report to the Project Evaluator and assist with general management of the evaluation including hiring the research assistants, assisting in grant reporting, assisting in programming the data collection system in Qualtrics, and maintaining overall project communication including conducting weekly meetings with the evaluation staff to review project status and any issues that have arisen. Ms. Taylor will directly supervise and work closely with the two research assistants</p>										

Contractual Total Direct Charges for [Lisa Taylor](#)

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$13,200

Contractual Total Cost for [Lisa Taylor](#)

TOTAL COST	TOTAL FEDERAL REQUEST
\$13,200	\$13,200

Contractual Details for [vacant](#)

Agreement #	Services and Deliverables Provided
3	

<input checked="" type="checkbox"/> Personnel	<input type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input type="checkbox"/> Other	

Contractual Personnel Costs for **vacant**

Line Item #	Position	Name	Key Position per the NOFO	Check if Annual Salary	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	
1	Research Assistant	vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>			1	\$26,667	100.00%	\$26,667	\$26,667
TOTAL										\$26,667	\$26,667

Line Item #	Contractual Personnel Narrative:										
1	Research Assistant	vacant			Salary \$26,667	# of Persons 1		LOE 100.00%		Personnel Cost \$26,667	
<p>one to be hired in year 1 and the second in year 2 - will conduct all baseline and follow-up data collection and with project participants and maintain locating data that will facilitate tracking participants for the follow-up interviews. They will be responsible for entering the interview data into Qualtrics as the interviews are being conducted and collecting urine specimens for analysis. They will work closely with the Project Manager and Evaluator to maintain a high retention rate and collect accurate interview data.</p>											

Contractual Total Direct Charges for **vacant**

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$26,667

Contractual Total Cost for **vacant**

TOTAL COST	TOTAL FEDERAL REQUEST
\$26,667	\$26,667

Contractual Details for vacant

Agreement #	Services and Deliverables Provided
4	

<input checked="" type="checkbox"/> Personnel	<input type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input type="checkbox"/> Other	

Contractual Personnel Costs for **vacant**

Line Item #	Position	Name	Key Position per the NOFO	Check if Annual Salary	Calculation						FEDERAL REQUEST
					Hourly Rate	Hours	# of Persons	Annual Salary	% Level of Effort (LOE)	Contractual Personnel Cost	
1	Medical Director	vacant	<input type="checkbox"/>	<input checked="" type="checkbox"/>			1	\$90,000	100.00%	\$90,000	\$90,000
TOTAL										\$90,000	\$90,000

Line Item #	Contractual Personnel Narrative:						
1	Medical Director	vacant		Salary \$90,000	# of Persons 1	LOE 100.00%	Personnel Cost \$90,000
	review and approve treatment plans and clinical assessments, conduct initial medical assessment of new participants, oversees medical education of employees and participants						

Contractual Total Direct Charges for **vacant**

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$90,000

Contractual Total Cost for **vacant**

TOTAL COST	TOTAL FEDERAL REQUEST
\$90,000	\$90,000

Contractual Details for Evalustat, LLC

Agreement #	Services and Deliverables Provided
5	

<input type="checkbox"/> Personnel	<input type="checkbox"/> Travel	<input type="checkbox"/> Supplies	<input type="checkbox"/> Indirect Charges
<input type="checkbox"/> Fringe Benefits	<input type="checkbox"/> Equipment	<input checked="" type="checkbox"/> Other	

Contractual Other Costs for **Evalustat, LLC**

Line Item #	Item	Check for Minor A&R	Calculation				Contractual Other Cost	FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration		
1	Evalustat, LLC	<input type="checkbox"/>	\$1,500.00	annual	1.00	1.00	\$1,500	\$1,500
TOTAL							\$1,500	\$1,500

Line Item #	Contractual Other Narrative:						
1	Evalustat, LLC	Unit Cost/Rate \$1,500.00	Basis annual	Quantity 1.00	Duration 1.00	Other Cost \$1,500	

Contractual Total Direct Charges for **Evalustat, LLC**

TOTAL DIRECT CHARGES FOR THIS AGREEMENT	TOTAL FEDERAL REQUEST
	\$1,500

Contractual Total Cost for **Evalustat, LLC**

TOTAL COST	TOTAL FEDERAL REQUEST

\$1,500	\$1,500
---------	---------

G. Construction: Not Applicable

H. Other

Line Item #	Item	Check if Minor A&R	Calculation					FEDERAL REQUEST
			Unit Cost / Rate	Basis	Quantity	Duration	Other Cost	
1	telecommunications	<input type="checkbox"/>	\$593.03	monthly	12.00	1.00	\$7,116	\$7,116
2	Qualtrics	<input type="checkbox"/>	\$125.00	monthly	12.00	1.00	\$1,500	\$1,500
3	occupancy	<input type="checkbox"/>	\$808.56	monthly	12.00	1.00	\$9,703	\$9,703
TOTAL							\$18,319	\$18,319

Line Item #	Other Narrative:										
1	telecommunications	Unit Cost/Rate	\$593.03	Basis	monthly	Quantity	12.00	Duration	1.00	Other Cost	\$7,116
electronic health records database used for client tracking, monitoring, and data analysis											
2	Qualtrics	Unit Cost/Rate	\$125.00	Basis	monthly	Quantity	12.00	Duration	1.00	Other Cost	\$1,500
monthly survey database for program participants											
3	occupancy	Unit Cost/Rate	\$808.56	Basis	monthly	Quantity	12.00	Duration	1.00	Other Cost	\$9,703
phone costs of 274.67/month=3296.03/year; Internet charge of 115.42/month=1385.04/year; electricity costs of 271.81/month=3261.77/year; heating costs of ~7566/month=907.94/year; waste disposal services at 71/month=852/year											

I. Total Direct Charges

TOTAL DIRECT CHARGES	TOTAL FEDERAL REQUEST
	\$681,818

J. Indirect Charges

Type of IDC Rate / Cost Allocation Plan

We elect to charge the de minimis rate of 10%

De Minimis Rate Statement (we have never received a federally negotiated IDC rate):

We have never received an approved federally negotiated IDC rate and we are electing to charge the de minimis rate of 10% of modified total direct costs (MTDC) until such time we have an approved federally negotiated IDC rate. We will use the de minimis rate consistently for all federal awards until we choose to negotiate for an IDC rate, which we may apply to do at any time.

Indirect Charges

Calculation			FEDERAL REQUEST
De Minimis Rate (%)	MTDC Base	IDC	
10.00%	\$681,818	\$68,182	\$68,182
TOTAL			\$68,182

Indirect Charges Narrative:
executive oversight, accounting, grants management, legal expenses, utilities, and facility maintenance

REVIEW OF COST SHARING AND MATCHING

Cost sharing or matching is not required for this grant.

BUDGET SUMMARY: YEAR 1

BUDGET CATEGORY	FEDERAL REQUEST
A. Personnel	\$428,000
B. Fringe Benefits	\$62,442
C. Travel	\$1,200
D. Equipment	\$0
E. Supplies	\$10,490
F. Contractual	\$161,367
G. Construction (N/A)	\$0
H. Other	\$18,319
I. Total Direct Charges (sum of A to H)	\$681,818
J. Indirect Charges	\$68,182
Total Projects Costs (sum of I and J)	\$750,000

BUDGET SUMMARY FOR REQUESTED FUTURE YEARS

	Year 2	Year 3	Year 4	Year 5
Budget Category	FEDERAL REQUEST	FEDERAL REQUEST	FEDERAL REQUEST	FEDERAL REQUEST
A. Personnel	\$428,000	\$428,000	\$428,000	\$428,000
B. Fringe Benefits	\$62,442	\$62,442	\$62,442	\$62,442
C. Travel	\$1,200	\$1,200	\$1,200	\$1,200
D. Equipment				
E. Supplies	\$7,299	\$7,886	\$8,155	\$7,876
F. Contractual	\$214,200	\$214,200	\$214,200	\$214,200

G. Construction	\$0	\$0	\$0	\$0
H. Other	\$8,091	\$7,879	\$7,610	\$7,889
I. Total Direct Charges (sum A to H)	\$721,232	\$721,607	\$721,607	\$721,607
J. Indirect Charges	\$28,768	\$28,393	\$28,393	\$28,393
Total Project Costs (sum of I and J)	\$750,000	\$750,000	\$750,000	\$750,000

Budget Summary Narrative:

FUNDING LIMITATIONS / RESTRICTIONS

Funding Limitation/Restriction

	Year 1	Year 2	Year 3	Year 4	Year 5	Total for Budget Category
A. Personnel						
B. Fringe Benefits						
C. Travel						
D. Equipment						
E. Supplies						
F. Contractual						
H. Other						
I. Total Direct Charges (sum A to H)						
J. Indirect Charges						
TOTAL for the Budget Year						
Percentage of the Budget	0.000%	0.000%	0.000%	0.000%	0.000%	

Funding Limitation/Restriction Narrative:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.				\$750,000	\$0	\$750,000
2.						
3.						
4.						
5. Totals				\$750,000	\$0	\$750,000

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Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$428,000	\$0			\$428,000
b. Fringe Benefits	\$62,442	\$0			\$62,442
c. Travel	\$1,200	\$0			\$1,200
d. Equipment	\$0	\$0			\$0
e. Supplies	\$10,490	\$0			\$10,490
f. Contractual	\$161,367	\$0			\$161,367
g. Construction	\$0	\$0		\$0	\$0
h. Other	\$18,319	\$0			\$18,319
i. Total Direct Charges (sum of 6a-6h)	\$681,818	\$0			\$681,818
j. Indirect Charges	\$68,182	\$0			\$68,182
k. TOTALS (sum of 6i and 6j)	\$750,000	\$0			\$750,000
7. Program Income					

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.				
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)				

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$750,000	\$150,000	\$200,000	\$200,000	\$200,000
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$750,000	\$150,000	\$200,000	\$200,000	\$200,000

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$750,000	\$750,000	\$750,000	\$750,000
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$750,000	\$750,000	\$750,000	\$750,000

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

Authorized for Local Reproduction

MCHB: Networks for Oral Health Integration within the
Maternal and Child Health Safety Net
Objective Review Committee Final Summary Statement

Score: 99

Application Number: 166419

Application Name: MICHIGAN PRIMARY CARE ASSN

State: MI City: Lansing

Criterion 1: NEED

Strength:

The network planning team members initially discuss the feasibility of measuring and reporting quality indicators and identifies the challenge of capturing risks related to data and provider training.

The applicant organization clearly describes the primary goal of the project: for all children ages 6 to 11 in the targeted communities to have an integrated medical-dental home building on the existing efforts to improve oral health care in each of the states participating in the Network.

Weakness:

None

RESPONSE

Criterion 2.1: 1) Methodology (15 points)

Strength:

The applicant organization clearly describes a plan to apply the framework developed and piloted by the National Network for Oral Health Access (NNOHA) for Title V Maternal and Child Health agencies to integrate oral health into the model of care.

The application describes an innovative plan to identify champions, which strengthens the likelihood of successful implementation.

The Steering Committee Members identified in the application are exceptionally qualified and committed.

The logic model includes clearly measurable impacts for the target area.

Weakness:

None

Criterion 2.2: 2) Work Plan (5 points)

Strength:

The applicant organization clearly demonstrates that the Planning Team consists of the four State Coordinators, all of whom are well-qualified, and all individuals have a history of collaborating on oral health integration in the Midwest.

The Work Plan, Implementation Plan and Logic Model very clearly outline all aspects of the proposed project.

The application provides a detailed timeframe chart for each quarter of the project for every core function.

Weakness:

None

Criterion 2.3: 3) Resolution of Challenges (10 points)

Strength:

The applicant organization clearly describes several factors related to project design and implementation that may inhibit or prevent the project from achieving its objectives and proposes strategies to overcome them.

Weakness:

None

Criterion 3: EVALUATIVE MEASURES

Strength:

The applicant organization clearly describes an evaluation plan that consists of mixed methods for gathering and analyzing qualitative and quantitative data that the evaluation team will use to describe, track, and assess outcomes resulting from project activities.

The applicant organization clearly describes how the evaluation plan will be used to measure and assess process outcomes related to implementation practices as well as policy and systems change needed to sustain the core clinical competencies.

The applicant organization clearly describes how the Evaluation Team will submit quarterly reports to the Management Team for review and discussion.

Weakness:

None

Criterion 4: IMPACT

Strength:

With respect to the model of care, the application clearly describes the primary goal for all children, ages 6 to 11, in the targeted safety net communities to have an integrated medical-dental home.

The applicant organization clearly describes a major goal of the project to disseminate best practices regarding oral health care integration in Community Health Centers.

The Work Plan, Implementation Plan, and Logic Model all demonstrate a methodical progression toward achieving stated goals.

Weakness:

None

Criterion 5: RESOURCES/CAPABILITIES

Strength:

The application provides a clearly detailed plan for project sustainability.

The application provides evidence of strong commitment from partners and safety net clinics with experience in oral health improvement.

The applicant organization clearly demonstrates extensive experience in administering multi-site projects and vast experience and expertise with oral health integration.

Weakness:

None

Criterion 6: SUPPORT REQUESTED

Strength:

All key staff have adequate time devoted to the project and are allocated to appropriate budget categories.

The budget and budget narrative are comprehensive, detailed, and directly linked to the proposed project objectives.

Weakness:

None

PROJECT ABSTRACT

Project Title: Midwest Network for Oral Health Integration	Category 2
Applicant Name: Michigan Primary Care Association	
Address: 7215 Westshire Drive, Lansing, Michigan 48917	
Project Director: Faiyaz Syed, MD	
Phone: (517) 381-8000 Fax: (517) 381-8008	E-mail: FSyed@MPCA.net
Website: https://www.mpca.net	
Federal Request: \$6,415,000	Project Period: September 1, 2019 – August 31, 2024

Children who do not receive adequate medical and dental care risk diminished overall health as a result of undiagnosed and/or untreated chronic conditions. Social determinants of health such as race/ethnicity, socio-economic status, parental education level, and insurance coverage significantly impact children's access to oral health care, particularly in areas experiencing a health professional shortage of dentists.

The Michigan Primary Care Association, in partnership with the Illinois Primary Health Care Association, the Iowa Primary Care Association, and the Ohio Association of Community Health Centers, proposes to establish the Midwest Network for Oral Health Integration (MNOHI). The purpose of MNOHI is to improve access to and delivery of comprehensive, quality oral health care for children who live in communities served by one of the community health centers (CHCs) selected to participate in the Network. MNOHI will be piloted at 21 CHCs in Years 1-3 and expanded to 50 CHCs by the end of Year 5.

The primary goal of the MNOHI Project is for all children, ages 6 to 11, in the targeted communities to have an integrated medical/dental home. MNOHI builds on the efforts to improve oral health care in each of the states participating in the Network as well as national initiatives such as the National Oral Health Innovation and Integration Network and National Network for Oral Health Access (NNOHA). The MNOHI model of care incorporates the five domains that comprise the NNOHA framework for oral health integration: (1) Risk assessment; (2) Oral health evaluation; (3) Preventive Interventions (e.g. fluoride varnishes, dental sealants); (4) Communication and education of health care providers and of parents/caregivers; and (5) Interprofessional collaborative practice.

As a demonstration project, MNOHI's secondary goal is to disseminate best practices regarding oral health care integration in Community Health Centers. Therefore, the project will include a robust evaluation to analyze program data and evaluate the impact of specific strategies as well as the project overall. The Network will participate in a learning collaborative with other awardees and seek to publish lessons learned and evaluation findings to inform other states seeking to integrate children's oral health care into primary care settings.

Innovative aspects include: Teaching primary care providers to offer preventive oral health care to pediatric patients; Hiring Community Health Workers to make referrals and follow-up with parents and other caregivers; and using population health tools to obtain patient and program data from participating health centers, regardless of the electronic health record system they use.

INTRODUCTION

Purpose of the Project. Michigan Primary Care Association – in collaboration with Illinois Primary Health Care Association, Iowa Primary Care Association, and Ohio Association of Community Health Centers – proposes to use HRSA funding to establish the *Midwest Network for Oral Health Integration (MNOHI or muh-NO-ee)*. The purpose of the network is to improve access to and delivery of comprehensive, quality oral health care for children.

Target Population. The *MNOHI* Project will focus on children, ages 6 to 11, who live in communities served by one of the 21 community health centers selected to participate in the Network (see Figure 11 on page 8).

Problem Statement. Children who do not receive adequate medical and dental care risk diminished overall health as a result of undiagnosed and/or untreated chronic conditions.

Oral Health Needs. The Planning Team has identified three unmet oral health needs that impact the target population:

1. Children from the following subgroups are at risk for tooth decay and/or limited access to preventive oral health care: those who lack insurance coverage, are from low-income households, whose parents had lower educational attainment, and/or are of Hispanic origin or other minority race.
2. Children whose parents lack knowledge about dental sealants are less likely to receive preventive care and have untreated tooth decay. The disparity gap described in #1 above also is linked with parent knowledge.
3. Access to preventive oral health care is largely influenced by the availability of dentists and pediatricians that offer preventive oral health care to low-income children.

Goals and Objectives. The primary goal of the *MNOHI* Project is for all children, ages 6 to 11, in the targeted communities to have an integrated medical/dental home. The project is designed to achieve the following objectives:

1. 90% of providers participating in training organized by MNOHI will increase their knowledge of oral preventive care and the key components of oral health integration.
2. 90% of providers participating in training organized by MNOHI will deliver preventive oral health care services.
3. 35% of parents/caregivers of pediatric patients in Community Health Centers (CHCs) participating in MNOHI will increase their knowledge/awareness about preventive oral health practices.
4. 75% of children, ages 6 to 11, in CHCs participating in MNOHI will be referred for dental services (preventive and/or restorative), as appropriate.

Figure 1: Geographic Region



PROJECT NARRATIVE

5. 50% of children, ages 6 to 11, in CHCs participating in MNOHI will receive preventive oral health services.
6. 50% of children, ages 6 to 11, in CHCs participating in MNOHI will establish a self-management plan for healthy oral hygiene habits.
7. By end of Year 2, increase by 10% over Year 1 baseline the number of children, ages 6 to 11, in CHCs participating in MNOHI that do not already have a medical home will be referred for primary care services, as appropriate. 75% by end of Year 5.
8. By end of Year 2, increase by 10% over Year 1 baseline the number of children, ages 6 to 11, in CHCs participating in MNOHI who complete a medical and dental visit each year. 40% by end of Year 5.
9. By end of Year 2, increase by 10% over Year 1 baseline the number of children, ages 6 to 11, in CHCs participating in MNOHI who have immunizations up-to-date each year. 40% by end of Year 5.

As a result of achieving these nine objectives, we anticipate that more children will experience improved overall health as they transition from childhood to adolescence and adulthood.

As a demonstration project, the secondary goal of the *MNOHI Project* is to disseminate best practices regarding oral health care integration in Community Health Centers. The following objectives support this goal:

1. By end of Year 3, identify and define components of successful interventions to implement the MNOHI model of care.
2. By end of Year 4, submit abstracts regarding MNOHI best practices to scholarly publications and national conferences for consideration.
3. By end of Year 5, publish MNOHI evaluation findings.

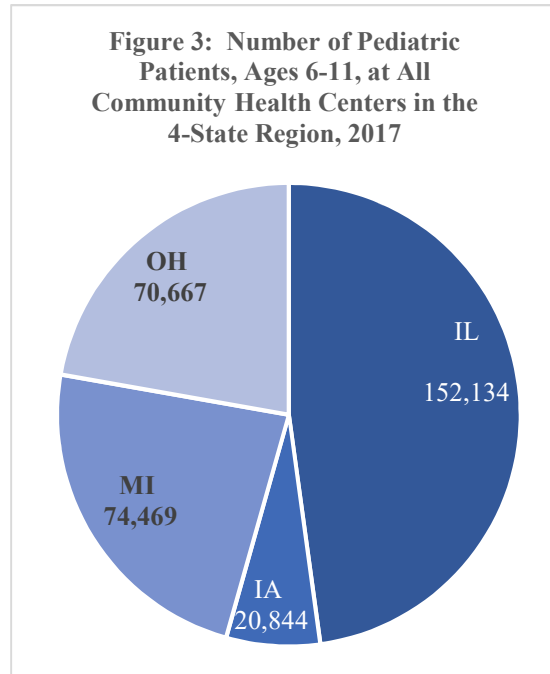
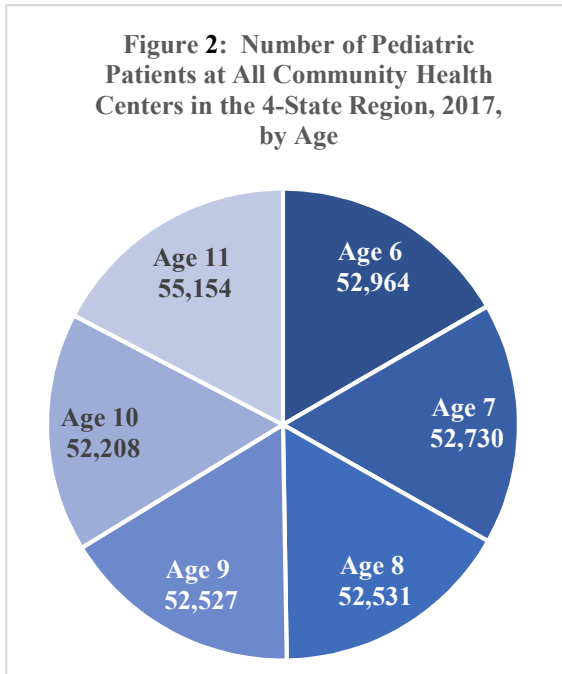
NEEDS ASSESSMENT

Target Population. The *MNOHI Project* will focus on children, ages 6 to 11, who are from households earning less than 200% of the federal poverty level and who live in areas served by the participating community health centers (CHCs).

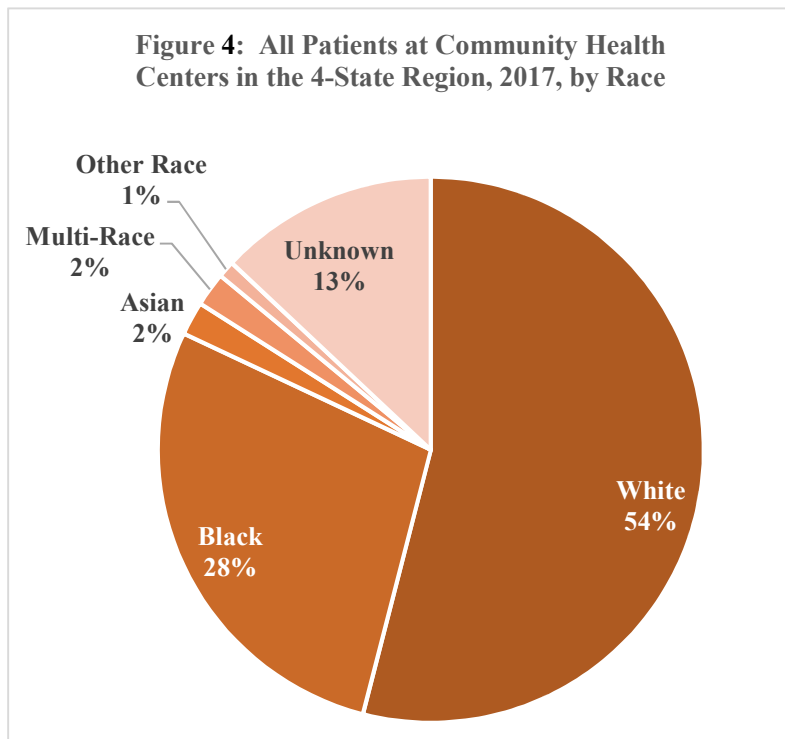
Demographics. Children, ages 6 to 11 years old, represent approximately 7.5% of the total population in Illinois, Iowa, Michigan, and Ohio (American Community Survey, 2017, Table S0101). The target age group comprises 10.5% of the total patient base (nearly 3 million) served by all Community Health Centers (CHCs) in the quad-state region (HRSA, Uniform Data System, 2017 Health Center Data by State). Figure 2 illustrates the aggregate age distribution, which, in 2017, declined as age increased with the exception of 11-year-olds. Figure 3 presents the distribution of the target age group by state. Nearly half of the children in the target age group live in Illinois, primarily in Chicago.

While we emphasize early prevention and oral health services for young children, we often fail to recognize the importance of preventive care, home hygiene habit and nutrition during middle childhood when children are shedding their primary dentition and starting the foundation for care and practice for their permanent teeth.

Ryan Tuscher, DDS
Dental Director
PCC Community Wellness Center

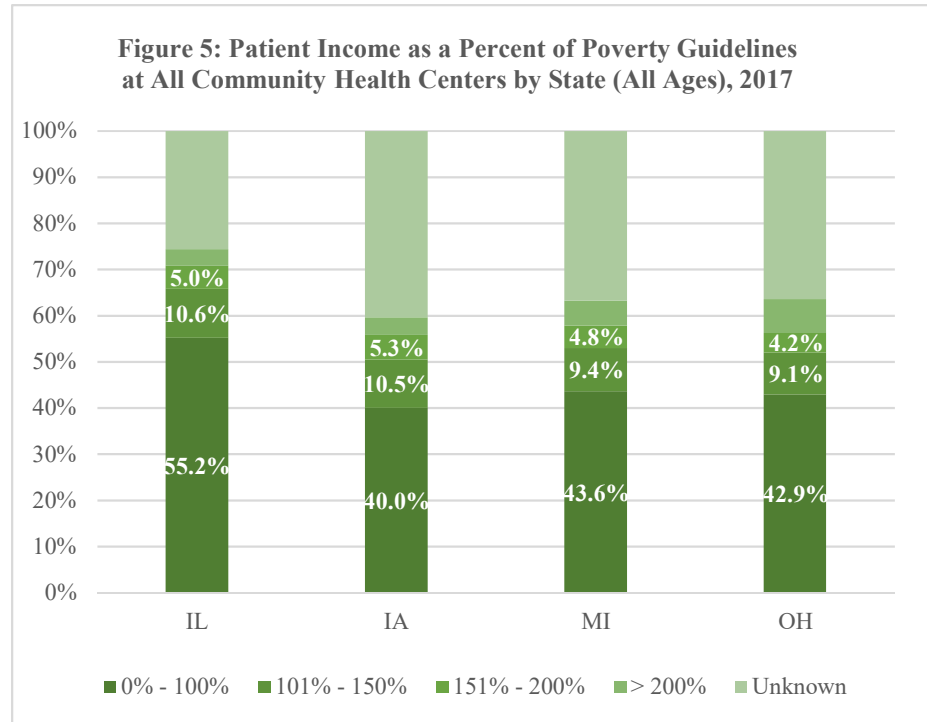


More than half of the CHCs’ patients in 2017 were White (see Figure 4), compared to the concentration of Whites in the general population (ranging from 77% in Illinois to 91% in Iowa – U.S. Census QuickFacts, 2017). Likewise, one-third (33%) of the patient base is Black, Asian, or other race, significantly higher than the general population (ranging from 9% to 23%). The proportion of the patients who are Hispanic ranges from 5% in Iowa to 23% in Illinois, with an average of 16% across all four states. For comparison, the concentration of Hispanics among the general population is considerably lower, ranging from 4% in Ohio to 17% in Illinois. Children from minority racial groups, especially Hispanics, are at increased risk of having tooth decay and limited access to care (Dye, Li, & Thornton-Evans (2012). Oral health disparities. *NCHS Data Brief* (104). Retrieved April 12, 2019, from <https://www.cdc.gov/nchs/products/databriefs/db104.htm>).

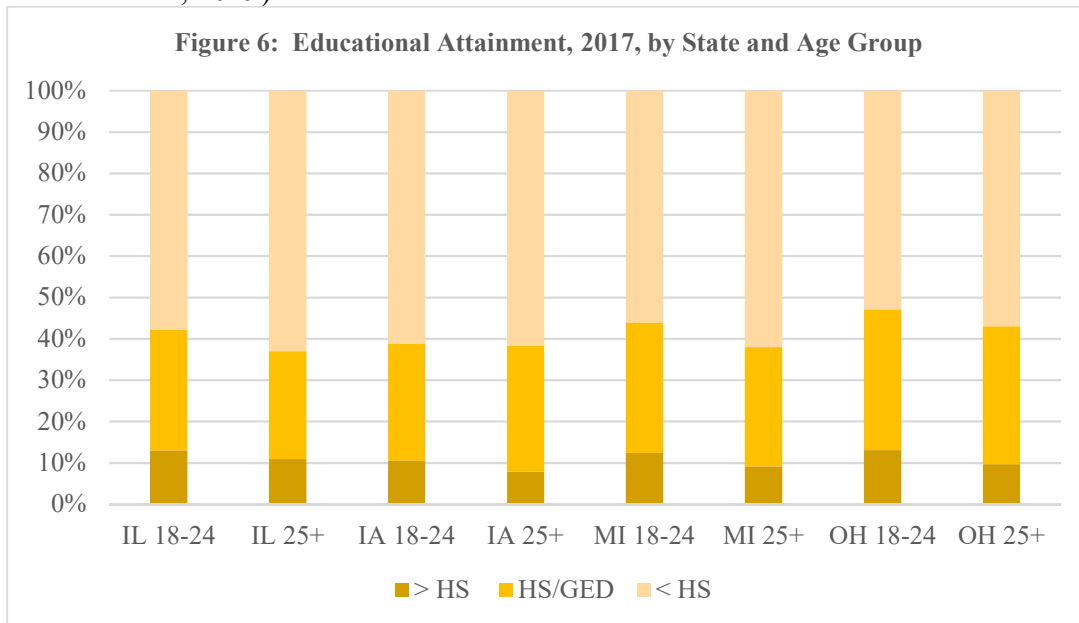


As Figure 5 illustrates, the large majority of patients in the quad-state region for whom income

status is known lives below 200% of the Federal Poverty Level (FPL). Given that CHCs are mandated to serve low-income individuals, the fact that as many as 55% of patients live below 100% of FPL is expected. However, low socio-economic status is a risk factor for tooth decay and access to preventive care (Dye et al, 2012; Lebrun-Harris, Canto & Vodicka. Preventive Oral Health Care Use and Oral Health Status Among U.S. Children. JADA 150(4). April 2019).



The Uniform Data System does not report demographic data related to patients’ educational attainment. As Figure 6 presents, less than half the residents across the quad-state region attained more than a high school education (ACS, 2017, Table S1501). Children whose parents have not earned a college degree are at higher risk for not visiting a dentist on an annual basis (Lebrun-Harris et al, 2019).



Unmet Oral Health Needs. Statewide reports indicate that efforts to meet the Healthy People 2020 targets for objectives related to children’s oral health have been largely successful. Figure 7 summarizes each state’s status in meeting the 2020 targets. Based on the most recent oral

health survey data available, all four states met or exceeded the targets for three of the four objectives. None of the states met the objective related to a child’s history of tooth decay.

Figure 7: Progress Toward Meeting Healthy People 2020 Oral Health Objectives, by State

Objective / Target	Illinois	Iowa	Michigan	Ohio
Percentage of children with history of tooth decay – 49%	52% Did not meet	54% Did not meet	55% Did not meet	51% Did not meet
Percentage of children with untreated cavities – 26%	22% Exceeded	16% Exceeded	25% Met	17% Exceeded
Percentage of children with one or more dental sealants – 28%	50% Exceeded	59% Exceeded	38% Exceeded	49% Exceeded
Percentage of children who had visited the dentist within the past year – 49%	76%* Exceeded	88%* Exceeded	49%* Met	80%* Exceeded

Source (except where noted): Centers for Disease Control and Prevention. National Center for Chronic Disease Prevention and Health Promotion, Division of Oral Health. State Oral Health Survey, Third Grade. Retrieved 04/10/2019 at <http://nccd.cdc.gov/oralhealthdata/>.

Survey conducted in 2013 in IL and OH; in 2015 in IA and MI.

* U.S. Department of Health & Human Services, Health Resources and Services Administration, Data Resource Center for Child & Adolescent Health. *2017 National Survey of Children’s Health, National Performance Measure 13.2, Ages 1-17.*

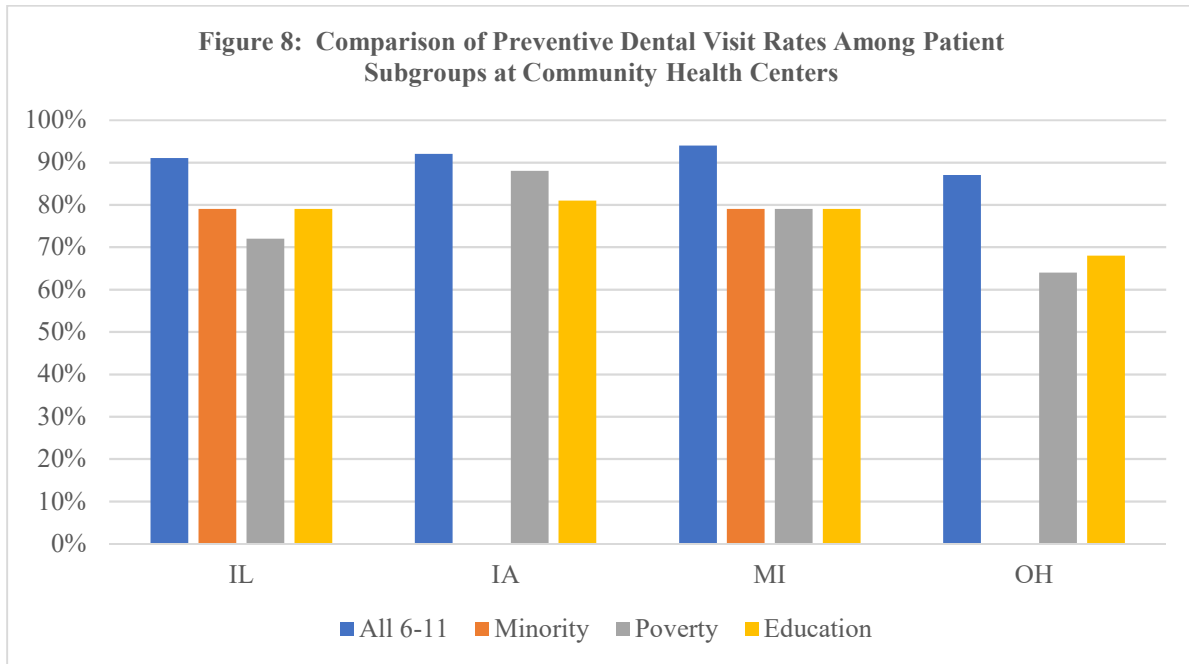
Despite the progress toward meeting the Healthy People 2020 oral health objectives, CHC- and statewide-level data indicate a number of unmet needs related to oral health and access to care: disparity among subpopulations; limited parent/caregiver knowledge; and decreased number of dentists providing preventive care.

Disparity Gap. According to the 2016 NSCH study cited in the Demographics section above, 80% of children, ages 2 to 17, had a preventive dental visit in the past year. The proportion of children receiving preventive care, however, is considerably lower: 75% dental cleaning; 46% fluoride; 44% oral hygiene instructions; and 21% sealants. The researchers found disparities among subgroups completing the survey: children who lacked insurance coverage, were from low-income households, and/or whose parents had lower educational attainment were less likely to have had a preventive dental visit in the past year.

The proportion of children in all four states, ages 6 to 11, who had a preventive dental visit in 2017, exceeded the 2016 national rate cited above (NSCH, 2017). As Figure 8 illustrates, the visit rates were considerably lower among subpopulations, which is consistent with the research cited in the Demographics section above. Subgroup data by race is not available for Iowa and Ohio patients. The poverty data reflects patients with incomes less than 100% of FPL. The education data reflects patients with a high school diploma or equivalent.

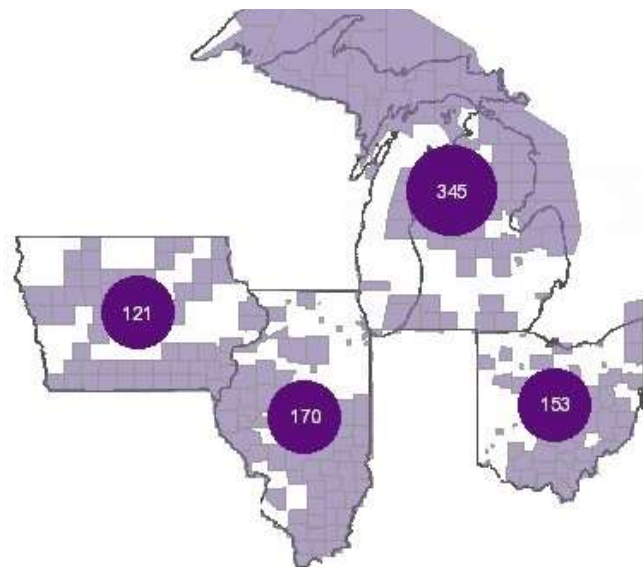
Limited Parent/Caregiver Knowledge. In a study published this year, more than half (55%) of parents with children under 18 years of age demonstrated knowledge of dental sealants (Junger, Griffin, et al. Awareness Among US Adults of Dental Sealants for Caries Prevention. *Preventing Chronic Disease*. 2019; 16(E):1-8). The proportion of parents with sealant knowledge was lower among younger parents, individuals living below 200% of FPL, and individuals with less than a college education. The racial disparity was severe – Black respondents were less than half as likely to know about dental sealants than White respondents. The researchers concluded, “Disparities in sealant knowledge correspond to disparities in sealant prevalence. Increasing

knowledge among low-income and racial/ethnic minority parents could reduce disparities in sealant prevalence and untreated caries.”



Shortage of Dentists. As described above, the social determinants of health such as racial and socio-economic disparities and parents’ lack of knowledge about the importance of oral health present significant barriers to accessing oral health care. In addition, children’s access to dental services is limited by the lack of available oral health providers, “especially in rural areas and in inner cities where the supply of oral health workers may be limited or not well distributed. The uneven distribution of a competent professional workforce impedes access in certain geographies and for certain population groups” (University at Albany School of Public Health – The Center for Health Workforce Studies. *Oral Health in Michigan*, April 2015).

Figure 9: Dental Professional Shortage Areas, 2018, by State



Among the 1,024 Health Professional Shortage Areas (HPSAs) for dental health in HHS Region V, approximately 65% of them are located in Ohio (153), Illinois (170), and Michigan (345) – more than half the total of the six states in that region. Iowa (121) accounts for 24% of the HPSAs in Region VII. Figure 9 illustrates the locations of HPSA-designated counties in each of the four states (US Department of Health & Human Services – HRSA – Bureau of Health Workforce, Designated

HPSA Quarterly Summary, December 31, 2018). By the nature of being a federally-funded entity, CHCs are located in HPSA-designated communities.

Selected Maternal Child Health Safety Net Setting. The Planning Team selected Community Health Centers as the safety net setting for the *MNOHI* Project. The Planning Team’s rationale is two-fold:

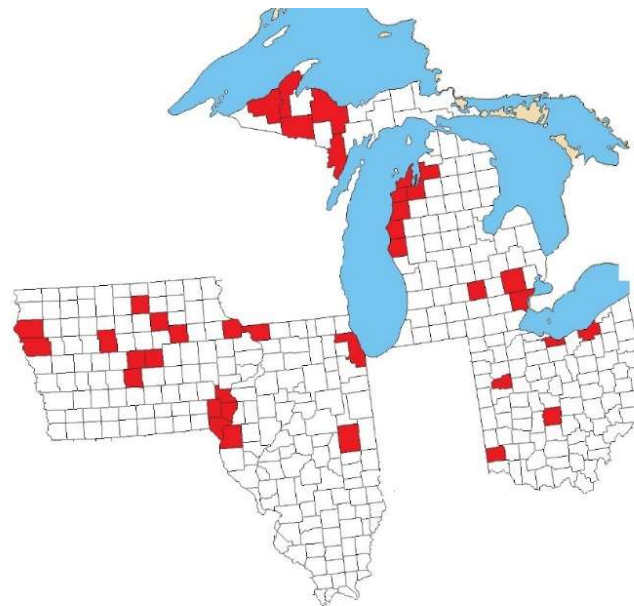
1. As representatives of their state’s Primary Care Associations (PCAs), the four Planning Team members—Cristina McKay (IL), Nancy Adrianse (IA), Lindsay Sailor (MI), and Susan Lawson (OH)—have collaborated on oral health integration projects for nearly a decade. All four PCAs received funding from the DentaQuest Foundation to participate in the *Strengthening the Oral Health Safety Net Initiative* (SOHSN):

Cohort 1	2011-2014	Illinois
Cohort 2	2012-2015	Michigan and Ohio
Cohort 3	2013-2016	Iowa

When the SOHSN Initiative transitioned to its present form as the National Oral Health Innovation and Integration Network (NOHIIN), McKay, Adrianse, Sailor, and Lawson all agreed to serve as Core Team members, representing the Midwest Region. They also serve on NOHIIN’s Strategic Planning Team, which is tasked with developing a sustainability plan. Additional information about SOHSN/NOHIIN is included in Attachment 9. Because the four PCAs have a long history of collaborating to support oral health integration in the CHCs in their respective states, the CHC is a logical setting to continue the Network’s efforts in the Midwest.

2. The second reason for selecting CHCs as the safety net setting for the *MNOHI* Project is that they serve the target population. According to the 2017 Health Center Profile, all CHCs in each of the four states provide health care services to approximately 11% of all U.S. children, ages 6 to 11, who are patients of a CHC (HRSA, Uniform Data System). Serving such a large portion of the target population will ensure an adequate sample size to evaluate the project’s impact.

Figure 10: MNOHI Service Area, by County & State



Selected Safety Net Sites. As illustrated in Figure 10, the proposed service area for Cohort 1 includes 21 CHCs in Illinois, Iowa, Michigan, and Ohio. The aggregate service area encompasses 24,000 square miles, approximately 11% of the total four-state land area and 28% of the total four-state population.

Rationale. Figure 11 provides an overview of each CHC the Planning Team selected to participate in Cohort 1 of the *MNOHI* Project. The Planning Team applied the following criteria when determining which CHCs to invite to participate:

- Leadership has a vision for integrating oral health and primary care;
- CHC serves the target population;
- CHC offers both primary care and oral health care (co-location preferred);
- CHC has experience with quality improvement (QI) projects;
- CHC uses health information technology (HIT) for patient and clinical data;
- Leadership identifies champions (care integration, QI, HIT);
- Leadership agrees to participate fully in the five-year project; and
- CHCs are in geographically diverse locations.

The Memoranda of Agreement included in Attachment 4 demonstrate the commitment of the CHCs to participate in the *MNOHI* Project. Upon notification of funding, the State Coordinators will execute formal contracts with the Cohort 1 CHCs in their respective states.

Figure 11: Participating Community Health Centers, Cohort 1

State	CHC Name	Location	Service Area	# Patients, age 6-11
Illinois	AHS Family Health Center	Chicago	Cook County, IL	1,137
	Mile Square Health Center	Chicago	Cook County, IL	4,811
	PCC Community Wellness Center	Oak Park	Cook County, IL	5,355
	PrimeCare Community Health, Inc.	Chicago	Cook County, IL	1,798
	Promise Healthcare	Champaign	Champaign County, IL	1,299
Iowa	Community Health Center of Fort Dodge	Fort Dodge	Webster & Cerro Gordo Counties	322
	Crescent Community Health Center	Dubuque	Dubuque County, IA Jo Daviess County, IL	595
	Peoples Community Health Clinic, Inc.	Waterloo	Black Hawk & Butler Counties	1,760
	Siouxland Community Health Center	Sioux City	Woodbury & Plymouth Counties	3,100
	Primary Health Care, Inc.	Des Moines	Polk, Story & Marshall Counties	3,392
	Community Health Center of Southeastern Iowa	Burlington	Louisa, Henry, Des Moines & Lee Counties in IA; Hancock Co in IL	2,130
Michigan	Hamilton Community Health Network	Flint	Genesee County, MI	1,543
	Ingham County Health Department	Lansing	Ingham County, MI	3,459
	Northwest Michigan Health Services, Inc.	Traverse City	Antrim, Grand Traverse, Benzie, Leelanau, Manistee, Mason & Oceana Counties, MI	496
	The Wellness Plan Medical Center	Detroit	Wayne & Oakland Counties, MI	2,885
	Upper Great Lakes Family Health Center	Gwinn	Houghton, Menominee, Iron Ontonagon, & Marquette Co, MI	1,566
Ohio	Health Partners of Western Ohio	Lima	Allen County	4,558
	Care Alliance Health Center	Cleveland	Cuyahoga County	560
	Erie County Community Health Center	Sandusky	Erie County	374
	Centerpoint Health	Franklin	Butler County	594
	Lower Lights Christian Health Center	Columbus	Franklin County	222

Potential Barriers. The Planning Team identified several potential factors that may inhibit or prevent the MNOHI Project from achieving its objectives. Anticipating some resistance to change among CHC staff, the Planning Team incorporated the use of champions into the project design (see page 15). Based on preliminary discussions with the CHCs that have expressed interest in participating, the Team is aware that some CHCs may decline to join the Network because they believe the costs outweigh the benefits. Similarly, some CHCs may join the

Network when assured adequate financial support to complete project activities but opt out in subsequent years when their allotment is expended. Or, CHCs may opt to focus on other priorities altogether. The Team also foresees possible challenges with developing accurate data collection protocols and training the CHC staff to apply them as instructed. See pages 24-26 for a comprehensive list of challenges and possible strategies to overcome them.

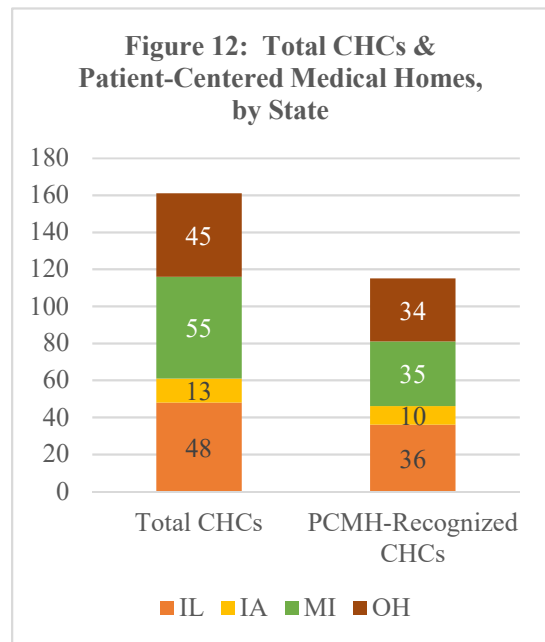
Opportunities to Build Upon Ongoing Efforts. The *Midwest Network for Oral Health Integration (MNOHI)* is a natural extension of the work that NOHIIN began in 2011 (see page 7 and Attachment 9). Over the past eight years, a growing number of non-dental providers have recognized the impact of oral health on a child’s overall health. *MNOHI* will continue to educate providers and transform them into champions of oral health integration in their practices and their communities. Other aspects of the *MNOHI Project* that will build on existing efforts are:

- **Patient and Caregiver Engagement** strategies such as Motivational Interviewing, Teach-back and patient goal setting are required for CHCs seeking recognition as a Patient-Centered Medical Home (PCMH). To date, 115 of the 161 CHCS across the quad-state region are PCMH-recognized (Figure 12). *MNOHI’s* Core Function 2 will expand patient/caregiver engagement to oral health.
- **Children’s Dental Home.** Iowa’s I-Smile program for Medicaid-eligible children has been recognized nationally as a model program and best practice for improving access to oral health for children. *MNOHI* will apply I-Smile’s multi-faceted approach: oral health promotion and education; preventive services; care coordination; and referrals. More specifically, *MNOHI* will expand the community health worker model to unserved areas.
- **Integrated Primary/Oral Health Care.** *MNOHI* aligns with all three areas of the Michigan State Oral Health Plan – professional integration, health literacy, and increased access to oral health care.
- **Health Information Technology.** To facilitate data collection and analytics, *MNOHI* will provide funding to CHCs that lack adequate data systems and other population management tools.



In 2018, the Iowa Department of Public Health worked with a hospital network of pediatric providers to understand the importance of oral health screenings, patient education and providing oral health services and referral to dentist for dental services. Moving this type of training into the FQHCs in Iowa will enhance this work.

Bob Russell, DDS, MPH
IDPH Dental Director



The Michigan Oral Health Program recognizes the need for improved integration of oral health into the safety net for maternal and child health. The MNOHI Project would build on the success that Michigan has had in medical-dental integration and increase access for this middle childhood population.

Christine Farrell, RDH, BSDH, MPA
 Oral Health Program Director
 Michigan Department of Health & Human Services

METHODOLOGY

The *Midwest Network for Oral Health Integration (MNOHI) Project* will apply the framework developed and piloted by the National Network for Oral Health Access (NNOHA) for Title V maternal and child health agencies. The *MNOHI Project* will incorporate the five domains of the framework as cited in “A User’s Guide for Implementation of Interprofessional Oral Health Core Clinical Competencies (IOHCCC): Results of a Pilot Project” (NNOHA, January 2015).

Domain 1. Risk Assessment: The risk assessment identifies the patient-centered and socioeconomic factors that impact oral and overall health.

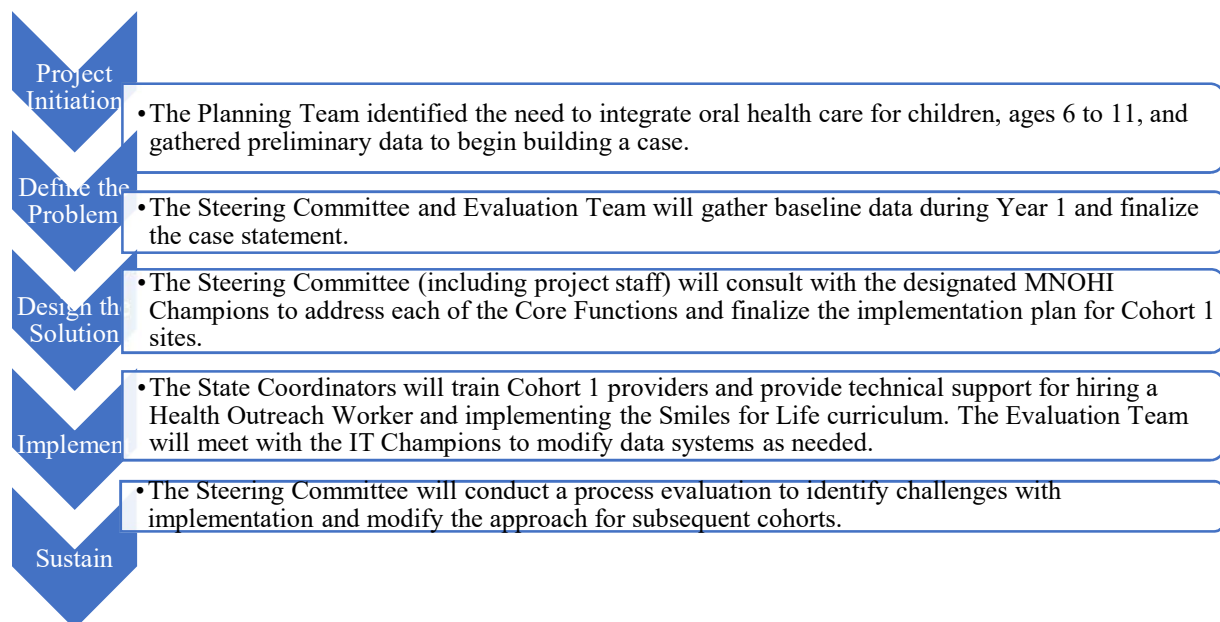
Domain 2. Oral Health Evaluation: The oral health evaluation integrates subjective and objective findings, based on completion of a focused oral health history, risk assessment, and performance of a clinical oral screening.

Domain 3. Preventive Interventions: Preventive interventions include strategies that address oral health needs identified by a comprehensive risk assessment and health evaluation.

Domain 4. Communication and Education: Communication and education is targeted to individuals and groups regarding the relationship between oral and systemic health, risk factors for oral health disorders, effect of nutrition on oral health, and preventive measures appropriate to mitigate risk on the individual and population level.

Domain 5. Interprofessional Collaborative Practice: Interprofessional collaborative practice is shared responsibility and coordination among professionals in the care of patients and populations with, or at risk for oral disorders to assure optimal health outcomes.

Figure 13: Steps for Developing the MNOHI Model of Care



The *MNOHI Project* will build on existing efforts in all four states: For example, the HRSA-funded NNOHA pilot mentioned above, Partnership for Integrating Oral Health Care into Primary Care, includes a health center in Michigan and seven health centers in Illinois. Ohio's *Early Childhood Oral Health* (ECOH) initiative applies a similar framework in early childhood settings. Iowa's *I-Smile* program described previously (see page 9) has been implemented statewide in primary care and school-based settings.

The *MNOHI Project* will follow the steps for developing a model of care as described below (see Figure 13).

The *MNOHI Project* is designed to meet the needs of the target population in the quad-state region and to achieve the stated objectives. Figure 14 correlates each identified need with the objectives and strategies intended to address that need. The Steering Committee and Learning Collaborative will provide expertise to inform the model and determine best practices.

The *MNOHI Project* exhibits the core characteristics of a fully integrated model of care:

- Patient Centric – Parents/caregivers will determine which services they want their children to receive, when their children receive those services, and who will provide the services. Providers will offer culturally-sensitive services as indicated by an initial assessment of patients' preferences.
- Localized Flexibility and Equity of Access – Participating CHCs will determine the extent to which they implement the project components.
- Efficient Use of Resources – The *Smiles for Life* curriculum is available at no cost. One-time expenses incurred in Year 1 (training a *Smiles for Life* trainer in each state, developing promotional and educational materials) will save resources in subsequent years, and billing for dental services will sustain the Community Health Worker positions.
- Safe, Quality Care – Providers will learn best practices in children's oral health integration. Parents/caregivers will have the opportunity to rate their experiences with the integrated care model as well as the quality of care their children received.
- Robust and Standardized Set of Outcome Measures and Evaluation Processes – The evaluation plan includes the objectives outlined in the HRSA grant guidance as well as additional objectives specific to the MNOHI model (see pages 1-2 and Attachment 2).
- Innovative Way of Organizing and Delivering Care – Innovative aspects include: garnering the support of Champions at every site of care to ensure local buy-in and compliance with implementation; placing Community Health Workers to engage parents/caregivers; and fostering interprofessional collaboration at the local level.

Furthermore, MNOHI reflects all five factors identified by the Maternal and Child Health Bureau stakeholders to strengthen the MCH oral health system:

- Contextualized Integration – Children will have access to a continuum of oral health services as a component of their overall healthcare.
- Culturalized Competence – The CHC's workflow will include cultural assessments to identify the needs and preferences of patients, parents, and caregivers. CHCs will maintain local control of implementation to allow for community-specific approaches.

Figure 14: Alignment of Target Population’s Needs, Project Objectives, and Network Strategies



- Workforce Development
 - Practice Structure – The medical residents, dental students, and expanded function dental assistants that are placed in internships and job shadowing experiences at the CHCs will have the opportunity to participate in MNOHI activities. Working with patients and providers in co-located practices will increase the likelihood that they will offer integrated care in their own practices. Furthermore, the CHCs hire a large majority of these residents and dental students when they graduate.

- Diversity – The CHCs’ workforce development staff invest time in speaking to elementary, middle, and high school students to foster interest in health care professions and to open the career pipeline to individuals who reflect the demographics of the community. CHCs will be encouraged to hire individuals from the community to fill the Community Health Worker (CHW) positions (see page 17). Some pediatric practices use a peer support approach, recruiting high school students to serve as CHWs.
- Education – *The Smiles for Life* curriculum is designed to equip primary care providers to perform risk assessments and preventive care to meet the needs of their patients. Interprofessional training opportunities fosters respect among providers and builds relationships for mutual consultations and referrals.
- Capacity – Providers will discover the sustainability of the MNOHI project and motivate more practitioners to offer preventive oral health care.
- Broad Electronic Health Record Connectivity – Using population health tools allows project staff to mine patient and clinical data from CHCs’ Electronic Health Records/Electronic Dental Records without requiring providers to use a common system.
- Data and Evaluation – The Evaluation Team, under the direction of the Core Function 1 Lead, will monitor performance measures related to efficiency of care as well as effectiveness. The Team will analyze the process data and report it to the Steering Committee and to the CHCs for quality improvement purposes.

Core Function 1: Data, Analysis, and Evaluation. The Core Function 1 Lead outlined the following activities related to data collection, analysis, and evaluation. The Evaluation and Technical Support Capacity section of the narrative (beginning on page 25) as well as the Work Plan and Timeline (see Attachment 1) provide additional detail for evaluation-related activities.

- Design data collection tools: data reporting templates, data measures standardization, data validation, data measures definitions, tools/modules within the integrated data systems (see below). Data collection tools will include both qualitative and quantitative measures focused on pre- and post-test survey data to learn patient engagement and satisfaction, process, outcome measures, and more as project needs arise.
- Review existing data collection tools within existing databases for child oral health.
- Propose metrics for evaluation.
- Monitor the metrics on a monthly/quarterly basis.
- Create a quarterly report depending on the cohort size and metrics gathered.
- Conduct data analysis.
- Create a dashboard/graphics for overview.
- Evaluate the project.
- Publish the final report.

Existing Data Systems.

- All Cohort 1 CHCs in Michigan and Ohio currently use Azara Healthcare’s *Data Reporting and Visualization System (DRVS)*, a centralized data reporting and analytics tool specifically designed for CHCs. The Ohio Association of Community Health Centers received federal Health Center Controlled Network funding to contract with Azara Healthcare.
- *Azara DRVS* features a core dental module with nearly 30 performance measures related

to oral health. *Azara DRVS* also has the capacity to add modules to collect patient and program data specific to the five domains of the IOHCCC model and each CHC's needs.

- Iowa CHCs partner with Athenahealth to implement a suite of population health management tools – *Arcadia's Value Based Care Analytics* and *Enli's Central Work List and Point of Care*. This platform provides quality measurement, patient management, cost and utilization, risk measurement, workflow optimization, and population health solutions.
- None of the CHCs in Illinois currently use *Azara DRVS*. Some may use another population health tool, but they are not required to do so.

Common Data Approach. Using population health tools such as those described above will allow the MNOHI Evaluation Team to obtain patient and program data from participating CHCs, regardless of the electronic health record (EHR) system they use. This approach will:

- Ensure the data that is reported is consistent, allowing the Evaluation Team to draw direct comparisons among participating CHCs;
- Allow participating CHCs to track data for all five domains of the IPOHCCC model;
- Decrease the amount of time and financial resources needed for data collection because the CHCs may continue using their current EHRs; and
- Increase the likelihood that the CHCs will continue to participate in the project because they do not have to convert to a common system.

As indicated above, CF1 activities in Year 1 will include modifying existing systems to measure the MNOHI project's five domains (see page 10) and nine objectives (see pages 1-2). More specifically, the Michigan and Ohio State Coordinators will engage their information technology (IT) specialists to map the dental modules in *Azara DRVS* for CHCs participating in Cohort 1 that currently use *Azara DRVS* only for medical patients. The Illinois Primary Health Care Association will contract with Azara Healthcare to provide *Azara DRVS* to Cohort 1 CHCs and will host a training for all Illinois CHCs who are interested in the tool. The Illinois State Coordinator will provide technical assistance to participating CHCs as they test *Azara's* functionality and incorporate it into their workflows. Iowa Primary Care Association will contract with Arcadia Data to modify its tool to align with the five domains and other functionality available in *Azara DRVS*.

The process for building *Azara DRVS* into a CHC's EHR involves four steps: (1) Establish connectivity with the EHR and conduct base level EHR data mapping of common data elements that do not require customization; (2) Review and validate the core client data set across all indicators and providers; (3) Customize to incorporate workflows and site-specific data elements, documenting, mapping, and validating each data point; and (4) Remediate issues identified in Step 3 and adopt the tool practice-wide.

The proposed budget includes support for CHCs to build *Azara DRVS* for their integrated primary care/oral health care practice or to map the dental modules in their current version of *Azara DRVS*. The Michigan Quality Improvement Network (MQIN) will provide vendor-neutral training and technical assistance to CHCs needing to modify their current EHRs to document all five domains and all project objectives.

Data Reporting Plan. The State Coordinators will use *Azara DRVS (Arcadia/Enli* in Iowa) to access CHC data and use the MNOHI data dashboard (see Attachment 10) to report program data to the Steering Committee on a monthly basis. The dashboard is organized by model domain and is designed to collect data for each measure in the MNOHI evaluation plan.

Robust Sample. The sample size includes an initial cohort of patients – children, ages 6 to 11 – receiving services at one of the 21 participating health centers (convenience sample methodology) across the quad-state region. The number of cohort sites, current and planned, in addition to the high number of low-income patients receiving services at CHCs in the quad-state region, will provide a robust sample size to draw data-driven recommendations for replicating the model of care by the end of the five-year project period.

Core Function 2: Outreach and Education. Michigan Primary Care Association will contract with NNOHA to act as the Core Function 2 Lead, providing training for health care professionals in all four states (see deliverables on pages 33-34).

Assessment Tools. CHCs participating in the *MNOHI Project* will use the evidence-based Oral Health Risk Assessment Tool developed by the American Academy of Pediatrics and endorsed by the National Interprofessional Initiative on Oral Health. The tool is designed to document a child’s risk for caries, especially for those children who do not have a dental home. Although the tool is intended for children up to age 6, the Planning Team is aware of CHCs that use the risk assessment for all pediatric patients, including those with special needs. The Management Team will consult with the MNOHI Steering Committee and with the learning collaborative members to determine if the tool is suitable for use with children older than age 6. If necessary, the Team will modify the form for use with children up to age 11.

The State Coordinators will consult with the Steering Committee to

- Identify existing survey instruments, or, if none, to create tools to survey CHC operational capacity;
- Identify and select pre/post-test tools to assess providers’ knowledge and skills on oral health competencies; and
- Identify and select pre/post-test tools to assess parents’/caregivers’ knowledge about preventive oral health practices.

As partners in patient-centered care, the integration of oral health and primary care is a top priority among Ohio’s community health centers.

Theodore E. Wymyslo, M.D.
Chief Medical Officer
Ohio Association of Community
Health Centers

The State Coordinators will also explore the most effective methods for administering the surveys and pre/post-tests. For example, providers may be more likely to complete a survey during a required training. Parents/caregivers may be more likely to complete an online pre-test that they can access on their phone in the waiting room.

Provider Engagement. Each CHC will designate three or four Champions – one for medical activities, one for dental activities, one for information technology, and/or one for quality improvement. Involving Champions is a key strategy to ensure complete adoption of the *MNOHI* model into the CHC’s workflows and culture. The Champions will attend all trainings

provided through the *MNOHI Project*, lead test cycles, model implementation for other CHC staff, and ensure that every child seen at the CHC receives an oral exam.

During Year 1, the Champions will assist the State Coordinators to assess gaps in primary care providers' knowledge and practices related to preventive oral health care for children. Initial anecdotal observations indicate that providers will need to learn how to implement—and document—oral health competencies such as administering the risk assessment tool, conducting an oral health evaluation, providing anticipatory guidance, and applying varnishes.

The training plan will consist of four components:

1. Online Training. Each state will contract with NNOHA to provide training and technical assistance to providers at participating CHCs. NNOHA faculty will use a webinar format to deliver the *Smiles for Life* curriculum to all providers participating in Cohort 1 of the *MNOHI Project*. To reduce training costs for subsequent cohorts and for CHC staff who are hired after the initial training is completed, each state will designate a person to become a *Smiles for Life* trainer.

Smiles for Life (SFL) is an oral health curriculum that teaches primary care providers how to promote oral health to all their patients, regardless of age. The curriculum consists of eight self-paced modules that address topics such as the relationship between oral health and overall health, child oral health, acute oral health problems, and oral examinations, among others. Successful completers may earn continuing education credits.

SFL was developed by the Society of Teachers of Family Medicine and has been endorsed by the National Association of Community Health Centers, the American Academy of Family Physicians, the American Academy of Physician Assistants, the National Association of Pediatric Nurse Practitioners, and the American Dental Association.

2. On-Site Training. Each CHC will assign one or more oral health professionals to facilitate interdisciplinary in-service trainings for the primary care providers (PCPs). Based on NNOHA's *Interprofessional Oral Health Core Clinical Competencies* pilot, the MNOHI Planning Team anticipates that the PCPs who attend these in-person sessions will be more likely to contact their oral health counterparts for consultations, and vice-versa. In-service topics may include reinforcing the SFL content and presenting in-depth information about oral pathology, tooth eruption, oral emergencies, and the impact of sugary drinks on oral and overall health. Frequency and duration of the on-site trainings will vary from site to site, allowing each CHC to maintain local control. For instance, one site may schedule a series of lunch-and-learn sessions; another may opt for a half-day seminar; or the CHC may set aside ten minutes during its provider meeting for a brief presentation and Q&A session. The formal agreement will indicate the expectations for Core Function 2 activities, and the State Coordinators will monitor the CHCs' compliance.
3. One-on-One Sessions. Oral health professionals at each CHC will demonstrate to PCP teams the correct method for applying fluoride varnishes. One-on-one sessions also afford the opportunity for roleplaying conversations with parents.

4. Statewide Conferences. Each state will host an interprofessional conference that includes an oral health integration track. CHCs participating in Cohort 1 will be given priority registration for this track, but other CHCs may attend as space allows. Opening the training to other providers will help disseminate the model beyond the scope of the *MNOHI Project*.

Participating CHCs will be expected to incorporate oral health competencies training into their new employee orientation and onboarding process. Examples include requiring new staff members to meet with clinical staff, observe clinical processes, or complete online modules.

During the start-up phase of Year 1, the State Coordinators will consult with the Steering Committee about other best practices for interprofessional training. The State Coordinators may determine that offering a menu of training options that the CHCs may select from will be more effective than mandating the types of training to complete.

Parent/Caregiver Engagement. Given our society's long-standing tendency to consider oral health as secondary to physical health, combined with deep-seated fears about visiting the dentist and hearing a dental drill, parents and other caregivers may be unaware of the options available to keep their children's mouths healthy. They need culturally-sensitive information to teach them how to prevent tooth decay. They also need a peer they can trust to help them navigate the system and understand what health care staff tell them.

One of the challenges that Ohio's ECOH project experienced was sustaining parent/caregiver engagement in their child's oral health care. To address this challenge proactively, the *MNOHI Project* budget includes support for participating CHCs to hire patient-enabling staff called Community Health Workers (CHWs) during the first year of implementation. The amount of support will be based on each CHC's client base and readiness. Sustaining the CHW positions in subsequent years is addressed on page 23.

The CHWs will play an active role in conducting outreach among parents/caregivers, offering patient education, making referrals for oral health care, and providing follow-up support to ensure patients keep their appointments and comply with the instructions they received from the physician, dentist, and other health professionals. CHWs will:

- Interact with families in the waiting room, distributing fact sheets and promotional materials, answering questions about preventive care, providing anticipatory guidance, and offering to refer them to the dentist.
- Call or send postcards to parents/caregivers of children who are due for a well visit, preventive dental visit, or follow-up sick visit.
- Document patient referrals in the EHR's referral-tracking module and send appointment reminders.
- Follow-up with families that miss an appointment or need to schedule a visit.

To supplement the role of the CHWs and to provide them with educational materials, the State Coordinators will draw upon the expertise of their communications/marketing support staff members—with technical assistance from NNOHA—to develop parent/caregiver-focused outreach materials and other content-related resources.

- The State Coordinators will supply participating CHCs with brochures, fact sheets, posters, and other print materials to display in their waiting rooms and clinical spaces. Messaging will include information to raise awareness about the importance of oral health as a component of their child’s overall health as well as age-appropriate recommendations for oral hygiene, preventive measures, and routine dental care.
- The communications/marketing team will produce a series of brief educational video segments and post them on MNOHI’s YouTube channel.
- The State Coordinators will supply participating CHCs with fun facts, articles, and other content geared toward the general public that can be posted on Twitter, Facebook, and Instagram news feeds.
- The State Coordinators or their designees will use social media feeds to spotlight CHCs that demonstrate excellence in implementing the MNOHI model of care.
- Community Health Workers with the technological capacity will use automated text messaging systems to send appointment reminders, fun facts, links to surveys, and other resources to parents/caregivers.

Core Function 3: Policy and Practice. As Oral Health Managers for their respective primary care associations, the four State Coordinators are strategically-positioned to implement MNOHI’s Policy and Practice component in their respective states. They have well-established relationships with entities that have a stake in the oral health—as well as in the overall health—of children. The MNOHI Project Director is a member of MPCA’s Health Policy Committee and the Michigan Oral Health Coalition Board of Directors. Several of the Steering Committee members have extensive experience with policy development. Furthermore, the leadership at each Primary Care Association includes a policy/governmental affairs manager who will lead efforts in their respective states. NOHIIN’s OPEN Network offers ongoing resources and support related to policy development, including weekly updates via webinar.

Environmental Scan. The State Coordinators will leverage existing resources and relationships to conduct a comprehensive environmental scan on oral health policies in their respective states. Examples of existing resources include the following:

- Michigan’s Oral Health Coalition, which developed the *Michigan State Oral Health Plan*, indicated their interest in assisting the Michigan State Coordinator with conducting an oral health environmental scan.
- Delta Dental of Illinois commissions a biennial oral health survey, a state public opinion poll designed to “shine a spotlight on the importance of children’s oral health” (2017 Children’s Oral Health Report).
- The Iowa Department of Public Health – Bureau of Oral and Health Delivery Systems received federal funding from the Centers for Disease Control and Prevention to conduct an environmental scan of oral health in Iowa in 2014 and 2016. The State Coordinator also will access child Medicaid dental services data available through the Iowa Public Health Tracking Portal. The data can be viewed by year, county, and age group.
- With funding from HRSA, the Center for Oral Health Systems Integration and Improvement (COHSII) conducted an intensive environmental scan of existing quality indicators and concepts related to maternal and child health population (*Oral Health Quality Indicators*. National Maternal and Child Oral Health Resource Center and Dental Quality Alliance, 2018). NOHIIN (see page 7), a multi-state collaborative funded by

DentaQuest with which all four State Coordinators are actively involved, serves as another key stakeholder group that may be interested in assisting with the environmental scan.

In Year 1 of the *MNOHI Project*, the State Coordinators will partner with these and other stakeholder entities to conduct a thorough environmental scan of oral health policies and factors that influence the target population's oral health in the quad-state region. To ensure MNOHI operates with the most current information related to each state's Medicaid system, the State Coordinators will consult with representatives of the agency that administers Medicaid in their state. As leaders in the field of oral health, the Steering Committee members will be instrumental in interpreting the results of the environment scan. Each state will publish the results of their respective environmental scan and disseminate them to MNOHI stakeholders and annual conference attendees (see page 17).

Based on the results of the environmental scan, the State Coordinators will:

- Work with the CHC champions to develop and/or revise policies that support referrals between primary care and oral health care providers as well as the provision of preventive oral health services in primary care settings.
- Leverage stakeholder influence – including Steering Committee members – to revise Medicaid policies to ensure the target population is eligible to receive oral health services.
- Select a policy priority for their respective state to promote within the *MNOHI Project*.

Implementing the Integrated Model of Care

Relationships with Community Health Centers. Each State Coordinator will be the liaison between and among the CHCs in her state, *MNOHI Project* staff, the Evaluation Lead (CF1), NNOHA faculty (CF2), and state-level policy managers (CF3).

The rationale for selecting the CHCs to participate in Cohort 1 of the *MNOHI Project* is found on page 7. For subsequent cohorts, each State Coordinator will issue a Request for Application from CHCs in their state that are interested in joining MNOHI. By the end of Year 5, the Planning Team anticipates that the project will involve 50 CHCs across the quad-state region.

Implementation Plan. Upon notification of funding, the Project Director will convene a Management Team, which will consist of: the Project Specialist/Michigan State Coordinator; Project Specialist; the Illinois, Iowa, and Ohio State Coordinators; the Evaluation Lead; and a NNOHA representative. The Management Team will be responsible for completing start-up tasks outlined in the Work Plan (see Attachment 1) and the Core Function sections of the project narrative (beginning on page 13). Priorities will include consulting with HRSA staff to finalize the Work Plan and Project Budget and execute formal agreements with the CHCs and vendors.

The Planning Team members fully understand that implementing changes in health care settings requires time, flexibility, and an incremental approach. To that end, the State Coordinators will convene a MNOHI Champions Orientation for all participating CHCs in their state. The purpose of the orientation is to launch the *MNOHI Project* and set implementation expectations. The

Champions will learn to lead the Plan-Do-Study-Act (PDSA) process of testing each component during implementation at their respective site (Institute for Healthcare Improvement).

Running PDSA test cycles will identify unanticipated barriers to implementation and provide feedback to the Management Team to address the barriers and re-test. This process proved effective during the IOHCCC pilot project, which involved a site in Michigan and in Illinois (see page 10). Prior to the pilot, Ohio implemented a similar project using the same incremental approach (see page 11). Involving the Champions in the test cycles will add credibility to the process and increase the likelihood that the CHC will fully implement the MNOHI model. In larger CHCs, implementation will begin with the provider care team and then expand to the other providers.

The Management Team, in coordination with the Champions, will apply test cycles to all aspects of the MNOHI model, including training providers, recruiting Community Health Workers, mapping data indicators, modifying workflows, documenting services, and more. The Management Team will consult resources such as the sequence of major program milestones included in the *Organized, Evidence-Based Care Supplement: Integration in Primary Care Project* implementation guide (Qualis Health, Safety Net Medical Home Initiative). The Champions will meet monthly with the providers at their sites to assess progress toward full implementation and to discuss strategies for creating a culture of integrated care.

Learning Collaborative. All four State Coordinators as well as the Project Specialist and selected staff will participate in all virtual and face-to-face sessions of the learning collaborative facilitated by COHSII. The MNOHI representatives will be prepared to contribute to the discussion about the following:

- Cross-site metrics and MNOHI-specific metrics;
- Building capacity related to the three Core Functions;
- Feasibility of addressing the MCH Oral Health Quality Indicators;
- Successes and barriers to implementation; and
- Best practices.

Initial discussions among MNOHI Planning Team members about measuring and reporting the quality indicators identified the challenge of capturing risk. Developing methods to collect risk data and training providers how to document it will increase the feasibility. For the past two years, community health center (CHC) dental programs have been required to report the percentage of children, ages 6 to 9, who have received a sealant and are at moderate or high risk of caries. In order to report this required measure, the dental programs must conduct risk assessments. As the CHCs include the risk assessment codes on claim forms, the states will be able to capture the sealant and topical fluoride quality indicators. Capturing risk in the medical setting and including this on claim forms will also enhance the ability to capture the quality indicators. Furthermore, using consistent diagnostic codes between medical and dental providers will also increase the accuracy of the indicators. The MNOHI model already addresses the need to train providers to conduct and document risk assessments (see page 15). The Management Team will consider the other issues outlined above as it develops the MNOHI model of care.

The Planning Team anticipates that the MNOHI model will yield measurable results for Cohort 1 CHCs by the end of Year 3. The State Coordinators and Lead Evaluator will develop abstracts to

submit to scholarly journals and national conferences for consideration. In Year 5, they will publish the project's evaluation findings.

Steering Committee. Each Network Lead will establish a Steering Committee that will:

- Consist of at least five but no more than 10 members;
- Meet twice in Year 1 (face-to-face and virtual) and annually in Years 2-5 (virtual);
- Provide input on the project direction and implementation;
- Review structure and progress of the Network and provide recommendation to staff;
- Include prominent experts in the field of oral health care to provide subject matter expertise;
- Include a consumer to represent the target population and their families; and
- Include the following *ex officio* members: Project Director, Project Manager, Project Specialist/Michigan State Coordinator, and the other three State Coordinators (see page2 32-33).

The Planning Team has received commitments (see Attachment 4) from the following key stakeholders who have agreed to participate on the Steering Committee in the case of an award:



Bob Russell, DDS, MPH, MPA(c), CPM, FACD. serves as Public Health Dental Director of the Iowa Department of Public Health. He started his dental career working in a rural health center with focus on migrant farm workers and previously served as the Dental Director of Hackley Community Care Center, a Federally Qualified Health Center located on the western shores of Michigan. Dr. Russell attended Loyola University of Chicago's School of Dentistry and has completed a Masters of Public Health program in Health Care Policy and Management at the University of Michigan's School of Public Health in 2002.

His accomplishments include publishing a training manual for Federally Qualified Health Center dental programs and several articles on dental workforce and access to dental care in several national journals. Dr. Russell serves on several national and state health organizations and has initiated national training and promotions campaigns in preparing dental and public health providers for increasing access to comprehensive oral health care and prevention for Medicaid and uninsured children.



Ted Wymyslo, MD, serves as the Chief Medical Officer for the Ohio Association for Community Health Centers (OACHC). He works with OACHC leadership and the member practice sites throughout Ohio to improve quality of care, control costs, enhance the CHCs' workforce, and expand utilization of the Patient-Centered Medical Home model of care. Dr. Wymyslo is the immediate past Director of the Ohio Department of Health. He also serves at the Senior Advisor to Better Health Partnership. He has been involved state- and nationwide efforts to integrate public health and primary care as an effective

method to improve population health. For more than 30 years he has worked as a practicing family physician, educator, practice organizer, and healthcare leader. The American Medical Association, Ohio State Medical Association, American Academy of Family Physicians, and Ohio Academy of Family Physicians have recognized him for his service to healthcare and the community.



Christine Farrell, RDH, BSDH, MPA, is the Oral Health Program Director for the Michigan Department of Health and Human Services (MDHHS). Prior to accepting her current position in 2010, Farrell worked in MDHHS' Medicaid policy division. She also serves as adjunct clinical lecturer at the University of Michigan School of Dentistry. Farrell is a member of the American Dental Hygienists' Association and Michigan Dental Hygienists' Association and received the Department's Central District Outstanding Dental Hygienist of the Year Award in 1998 and again in 2011. In 2007, Farrell had the honor of speaking to the United States House of Representatives' Committee on Energy and Commerce about improving access to dental care for children.



Vinod Miriyala, BDS, MPH, CAGS, DDS, is dual trained in Pediatric Dentistry and Public Health Dentistry. Dr. Miriyala established and directed community outreach and the dental public health department at University of Detroit Mercy. He holds academic positions at The Ohio State University - College of Dentistry and at Marshall University where he teaches dental and medical students and residents, Pediatricians, and other primary care providers. He serves: on the advisory board of the Pediatric Oral Health Research and Policy Center at the American Academy of Pediatric Dentistry (AAPD); as AAPD's Public Policy Advocate for the state of West Virginia; chairs the Oral Health section for the West Virginia chapter of American Academy of Pediatrics; and on the Ohio team for Medicaid Quality Learning Academy – one of the first three state projects to improve sustainable quality care in oral health. He is a member of NNOHA and OACHC and is the 2016 recipient of James F. Quilty, Jr. Champions of Oral Health Award in the State of Ohio.



Ryan Tuscher, DDS, earned her dental degree from the University of Illinois at Chicago – College of Dentistry in 2009. She completed a General Practice Residency at Advocate Illinois Masonic Medical Center where she remains a member of the medical staff. She has served on the faculty of Masonic as well as the University of Illinois – College of Dentistry, focusing on inter-professional collaboration and prenatal oral health care. Dr. Tuscher began her role as the Dental Director at PCC Community Wellness Center in 2011 and has helped expand the program to meet the oral health needs of PCC's patients. Under her leadership, PCC's Oral Health Program was recognized as a John Rosetti Center of Excellence. Dr. Tuscher is a member of the American Dental Association, Illinois State Dental Society, Chicago Dental Society, and NNOHA Board of Directors.



Julie Janssen, RDH, MA, Program Administrator for the IFLOSS Coalition, has devoted her career to improving oral health in Illinois and providing oral health care services as a registered dental hygienist. She served as Acting Director of the Illinois Department of Public Health – Division of Oral Health for 27 years and worked as a consultant for the American Dental Association, City of Chicago, and the Illinois Department of Public Health – Office of Health Policy. Janssen serves as a consumer member of the Board of Directors – currently the Chairperson – for Central Counties Health Centers in Springfield, Illinois, and is a member of NNOHA.

Sustainability Plan. Based on Susan Lawson’s work with the Early Childhood Oral Health (ECOH) project in Ohio and the resulting implementation guide she co-authored, she and the other Planning Team members anticipate that the principal strategy for sustaining the project is to increase dental revenue. The role of the Community Health Worker is key to this process: the increased outreach and education provided by the Community Health Worker in each participating CHC will generate increased referrals for dental services. Furthermore, providers in all four states may bill for a medical visit and a dental visit on the same day; therefore, primary care providers will be more likely to refer their pediatric patients for dental services and schedule both visits on the same day. Combining visits is more convenient for families, which, in turn, increases the likelihood that they will keep their appointments. The increased dental revenue will be sufficient to cover the cost of the Community Health Worker’s salary and benefits and still generate a profit for the CHC. The surplus funds can cover the cost of increased dental supplies and staff time to conduct screenings, make referrals, and provide preventive services.

WORK PLAN

The initial Work Plan and Implementation Timeline are included as Attachment 1. The Planning Team, in consultation with the Data Analytics and Evaluation Manager, created a logic model to guide proposal development and implementation (See Attachment 2).

Involvement of Key Stakeholders. The Planning Team consists of the four State Coordinators: Lindsay Sailor (MI), Susan Lawson (OH), Cristina McKay (IL), and Nancy Adrianse (IA). As described previously, all four individuals have a history of collaborating on oral health integration in the Midwest (see page 7 and Attachment 9). Once they agreed to pursue the Network for Oral Health Integration funding opportunity, the Planning Team members met weekly to develop a logic model, budget, work plan, and other proposal components as well as strategize about selecting the Community Health Centers (CHCs) to participate in the network. Their leadership is key to the success of the project.

The Planning Team also sought input from MPCA’s Data Analytics and Evaluation Manager, key PCA leadership members, a NNOHA representative, and Steering Committee members on the logic model and measurement tools (see Attachment 2 and pages 26-27). Their ongoing involvement will contribute to the project’s success.

The Planning Team identified Title V Block Grant recipients as potential partners in the *MNOHI Project*. Two of the four states use Title V funding for oral health programs. For example, *I Smile* Coordinators placed in Iowa health departments help Medicaid-eligible families navigate the system and refer them for medical and dental care. Because the *I Smile* model parallels the MNOHI model, it may be possible for the health department to partner with the CHCs to maximize resources without duplicating services. Attachment 4 includes a letter from the Michigan Department of Health and Human Services Oral Health Program, stating its interest in partnering with the *MNOHI Project* to expand *SEAL Michigan*, a school-based sealant program to additional CHCs.

Although Illinois and Ohio statewide agencies do not use Title V funding for oral health

initiatives, MNOHI will explore opportunities to partner with independent dental sealant programs in both states.

RESOLUTION OF CHALLENGES

Anticipated Challenges – Project Design and Implementation. The Planning Team identified several factors related to project design and implementation that may inhibit or prevent the MNOHI Project from achieving its objectives. The Planning Team also consulted two resources that list common challenges and mitigation strategies for similar projects: (1) National Network for Oral Health Access, *A User’s Guide for Implementation of Interprofessional Oral Health Core Clinical Competencies: Results of a Pilot Project*, January 2015; and (2) Lawson and Porter, Ohio Association of Community Health Centers, *Early Childhood Oral Health Implementation Guide: Keeping Us on the Right Track*, April 2015. Figure 15 presents an abbreviated set of challenges and the corresponding strategies to overcome them.

Figure 15: Project Design and Implementation Challenges/Resolutions

Anticipated Challenge	Potential Resolution
CHCs that submitted letters of agreement to join MNOHI Cohort 1 may decline to participate.	<ul style="list-style-type: none"> ▪ State Coordinators will issue a formal Request for Application to CHCs and select the best candidates for Cohort 1. ▪ Apply for supplemental funding to offset costs incurred by CHCs (staff time to attend training, additional dental supplies, etc.) ▪ Offer a joining bonus.
CHCs that join Cohort 1 may decline to continue participating for the entire 5-year project period.	<ul style="list-style-type: none"> ▪ Offer incentives to remain in the Network. ▪ Recruit a replacement site.
Cohort 1 may lack a sufficient number of sites or patients.	<ul style="list-style-type: none"> ▪ Recruit additional CHCs to participate.
CHC staff may not value oral health due to fears or misconceptions.	<ul style="list-style-type: none"> ▪ Request the champion(s) at that CHC to promote the importance of oral health to overall health. ▪ Offer on-site provider training.
Parents/caregivers may not accept referrals for dental services for their children.	<ul style="list-style-type: none"> ▪ Recruit parents to serve as peer educators.
Engaging parents in planning and implementation tasks presents a challenge regardless of the topic and the geography.	<ul style="list-style-type: none"> ▪ CHC boards are required to consist of a majority of consumers, including parents of pediatric patients. ▪ The Community Health Workers represent the target population in their communities.

Anticipated Challenges - Data Collection. The Planning Team also foresees possible challenges related to data collection. Figure 16 presents an abbreviated set of challenges and the corresponding strategies to overcome them.

Figure 16: Data Collection Challenges/Resolutions

Anticipated Challenge	Potential Resolution
The Management Team may have difficulty developing accurate data collection and reporting protocols and tools.	<ul style="list-style-type: none"> ▪ Consult with the vendors, Steering Committee members, and data management staff to develop the protocols and tools.
CHC staff members tasked with data collection may not apply the data collection and reporting protocols as they were instructed.	<ul style="list-style-type: none"> ▪ Monitor data collection frequently, especially in the early stages of each Cohort. ▪ Provide additional training and technical assistance.

Figure 16, Continued

Anticipated Challenge	Potential Resolution
Although the budget allocates federal funding for external health information technology (HIT) vendors, there may not be sufficient funds for later HIT modifications.	<ul style="list-style-type: none"> ▪ Include in the vendor contract a provision for modifying the data system at no or little additional cost.
CHCs may not use the preferred HIT vendor for data collection.	<ul style="list-style-type: none"> ▪ Allocate a portion of each state’s subaward to assist CHCs in transitioning to electronic data collection. ▪ Offer CHCs alternative methods of recording, tracking, and reporting program data.

Anticipated Challenges - Organizational Readiness. Figure 17 presents an abbreviated set of challenges and the corresponding strategies to overcome them.

Figure 17: Organizational Readiness Challenges/Resolutions	
Anticipated Challenge	Potential Resolution
Continuity of leadership – MPCA is in the midst of a leadership change, effective April 30, 2019.	MPCA has a leadership succession plan: CEO Loretta Bush will transfer leadership to an interim CEO while the board conducts a search for a permanent replacement. The board members and interim CEO fully support the MNOHI Project.
Hiring new staff will take time.	MPCA’s Human Resources Department will engage its recruitment strategies to identify a qualified candidate for the Project Specialist position, including promoting from within the organization, if appropriate.
Some CHCs will require more time to complete the Azara DRVS/Arcadia/Enli mapping prior to implementation.	The State Coordinators will monitor the progress and seek assistance from the Vendors and Clinical Data Specialist as needed.

EVALUATION AND TECHNICAL SUPPORT CAPACITY

The preliminary evaluation plan for the Midwest Network for Oral Health Integration Project consists of mixed methods for gathering and analyzing qualitative and quantitative data the Evaluation Team will use to describe, track, and assess outcomes resulting from project activities. The evaluation plan will also measure and assess process outcomes related to implementation practices as well as policy and systems change needed to sustain the core clinical competencies.

The evaluation goals are as follow:

1. To identify and define components of successful interventions to implement a model of care that successfully integrates oral and medical health, aimed at increasing access and delivery of dental services.
2. To assess the best practices, challenges, and barriers to implement this model.
3. To develop data collection tools/integrated data systems to capture the measures.

During the start-up phase, the Evaluation Team will consult with HRSA staff, members of the Steering Committee, and representatives of NNOHA to develop a formal evaluation plan that will include the following:

- a list of evaluation questions;
- a set of process measures for each Core Function;

PROJECT NARRATIVE

- a set of process measures for overall implementation; and
- a set of outcome measures that will be used across all Cohort 1 sites.

Figure 18 outlines a selection of possible measures—for HRSA-specific as well as MNOHI-specific objectives—to be included in the final evaluation plan. The CHCs will use a dashboard to document the measures for each domain (see page 10) and project objective (see pages 1-2). See pages 24-25 for anticipated challenges related to data collection and evaluation.

Figure 18: Preliminary Data Measures

Objective/Domain	Measure	Frequency	Source
Domain 1	# & % of patients in Population of Focus (POF) with a documented oral health risk assessment by a primary care professional (PCP).	Monthly	EHR/EDR via Azara DRVS/Arcadia/Enli
Domain 2	# & % of patients in POF with a documented oral health screening by a PCP.	Monthly	EHR/EDR via Azara DRVS/Arcadia/Enli
Obj. 1.1 Domain 4	Frequency & types of training for primary care providers/staff. # & % of PCPs that demonstrate increased knowledge and skills.	Monthly Quarterly	NNOHA training records Pre/post-tests
Obj. 1.2 Domain 3	# & % of patients in POF with a documented fluoride varnish application in the primary care setting. # & % of patients receiving oral health preventive interventions. # of preventive oral health services provided, by type.	Monthly	EHR/EDR via Azara DRVS/Arcadia/Enli
Obj. 1.3 Domain 4	# & % of patients in POF with documentation of receiving preventive oral health education by a PCP. # & % of parents/caregivers demonstrating gains in knowledge of oral health hygiene. # & % of parents/caregivers demonstrating gains in knowledge of preventive oral health interventions.	Monthly	EHR/EDR via Azara DRVS/Arcadia/Enli
Obj. 1.4 Domain 5	# & % of patients in POF with a documented referral by a PCP to an oral health professional. # & types of restorative treatment completed.	Monthly	EHR/EDR via Azara DRVS/Arcadia/Enli
Obj. 1.5 & 1.8 Domain 5	# & % of dental appointments scheduled by primary care providers/staff Sealant placement/retention successful strategies for integrating OH into CHCs utilization rate of preventive OH care among target population	Monthly	EHR/EDR via Azara DRVS/Arcadia/Enli Medicaid records
Obj. 1.6	# & % of patients receiving oral hygiene kits # & % of patients reporting a self-management plan	Monthly	EHR/EDR via Azara DRVS/Arcadia/Enli
Obj. 1.7	# & % of referrals for primary care		EHR/EDR via Azara DRVS/Arcadia/Enli
Obj. 1.8	See 1.5/1.8 above.		
Obj. 1.9	# & % of patients with immunizations up-to-date		EHR/EDR via Azara DRVS/Arcadia/Enli

Figure 18, Continued

Objective/Domain	Measure	Frequency	Source
Obj. 2.1 Domain 3, 4, 5	Uptake of the oral health core clinical competencies Non-dental providers proficiency to perform core oral health Competencies Sustainability of systems changes		Key informant interviews
Obj. 2.2	# of abstracts submitted # of abstracts accepted	Annually (Year 3-5)	N/A
Obj. 2.3	Evaluation results published	End of Year 5	N/A

The Evaluation Team will consult with HRSA staff regarding measuring and reporting the COHSII indicators on a biennial basis with the aim to determine feasibility and reduce barriers. In addition to the project-specific measures listed above, the Evaluation Team may access the following data sources:

- PRAMS Core Questions
- PRAMS Standard Questions
- Behavioral Risk Factor Surveillance System
- Basic Screening Survey
- National Survey of Children’s Health
- Centers for Medicare & Medicaid Services (CMS) 416: Claims Summary from CMS Medicaid EPSDT Website
- Claims data from state Medicaid agency
- Dental Consumer Assessment of Healthcare Providers and Systems

Continuous Improvement Plan. The Evaluation Team will submit quarterly reports to the Management Team for review and discussion. Metrics that indicate unsatisfactory progress toward achieving project objectives will trigger remediation efforts at the site, state, or network level, depending on the data. The Management Team will consult with Steering Committee members, CHC Champions, NNOHA faculty, HRSA staff, and representatives from the learning collaborative members to identify solutions.

Key Personnel and Qualifications.



Prashanti Boinapally, MD, MSc, is MPCA’s Data Analytics and Evaluation Manager. Dr. Boinapally completed her medical degree at JSS Medical College in India and her Master’s degree in Epidemiology at Michigan State University. She is currently working on her Master’s in Public Health. In her current position, Dr. Boinapally serves as the primary evaluator for all MPCA programs. She is responsible for developing, implementing, and monitoring evaluation plans, including logic models, strategic and program evaluation questions, dashboards, and scorecards. Dr. Boinapally also conducts literature reviews and data analyses to evaluate program progress and effectiveness and prepares and presents evaluation results in a manner that increases likelihood that the results will be used and accepted by a diverse group of stakeholders.

Dr. Boinapally will lead the MNOHI Evaluation Team, which will consist of the Project

Director, Project Manager, and Project Specialist as well as support staff from the four partner organizations. Dr. Miriyala, one of the Steering Committee members, will advise the evaluation team about measures and quality indicators from the clinical perspective. The following individuals will participate on the Evaluation Team:

- Dr. Faiyaz Syed, Project Director – see brief bio on page 31 and Attachment 6.
- Lindsay Sailor, Project Manager – see brief bio on page 32 and Attachment 6.
- Network Lead/Project Specialist/Michigan State Coordinator – to be hired.
- Ashley Wozniak, Data Specialist – see brief bio on page 33 and Attachment 6.
- Cristina McKay, Illinois State Coordinator – see brief bio on page 33 and Attachment 6.
- Nancy Adrianse, Iowa State Coordinator – see brief bio on page 32 and Attachment 6.
- Abdul Abubakkar, Analyst, Iowa Primary Care Association – Master’s degree in Management Information Systems and five years’ experience with data reporting and analytics.
- Michaela Keller, Clinical Informatics Manager, Iowa Primary Care Association – RN, MSN, MHA with 15 years’ experience in delivering health care services and data reporting and analytics.
- Jessica Schaner, Health IT Specialist, Ohio Association of Community Health Centers – Bachelor’s degree in Health Information Management Systems; Registered Health Information Administrator; Serves as Project Lead for Ohio Data Integration Platform.

ORGANIZATIONAL INFORMATION

Applicant Organization: Organizational Structure and Resources

Organizational Overview. As Lead Applicant, Michigan Primary Care Association (MPCA) will serve as the Network Lead and the Core Functions Lead for the *Midwest Network for Oral Health Integration (MNOHI) Project*. Established in 1980, MPCA’s mission is *to enhance integrated care through community health centers while influencing policy at the state and national level.*

MPCA is the voice of 44 Community Health Centers (CHCs) that provide primary and preventive health care to more than 700,000 patients in rural and urban communities across seven regions in Michigan. Nearly three-fourths of the member CHCs (33) offer dental services.

MPCA advocates to influence and advance health policy at the state and national level. MPCA also offers operational support and training to member health centers to enhance the delivery of integrated care inclusive of primary care, dental, vision and behavioral health. In 2018, nearly 4,000 persons attended 41 in-person trainings and 100 webinars provided by MPCA. The scope of MPCA’s activities also includes the following: peer networking opportunities; health policy analysis; clinical and operational support; communications and media relations; data analysis; workforce development; and technology-based solutions.



CEO Loretta V. Bush, MSHA, and her executive team lead a staff of 30 professionals in the fields of clinical quality, data analytics and evaluation, policy and government affairs, integrated health and programs, member services, health center operations, health information technology, and finance.

An 11-member Board of Directors guides MPCA’s leadership. The Board is composed of one representative from each of the seven regions in the state as well as individuals representing community health center board members, clinicians, and finance officers.

Infrastructure. The full complement of staff will enable MPCA to offer in-house expertise and support to the *Midwest Network for Oral Health Integration (MNOHI) Project*, thereby minimizing the need to spend federal funding on consultants. For example, MPCA’s Data Analytics and Evaluation Manager (see page 27) will play a key role in developing and implementing MNOHI’s data collection and evaluation plan for Core Function 1. MPCA staff who will support Core Functions 2 and 3 include the Chief Medical Officer, Data Specialist, and Associate Director of Communications (see page 33).

As the organizational chart illustrates (see Attachment 3), the Midwest Network includes the following nonprofit organizations:

- Illinois Primary Health Care Association (IPHCA). Established in 1982, IPHCA is Illinois’ sole trade association for community health centers (CHCs). The 48 member CHCs operate approximately 500 sites of care in Illinois, serving 1.4 million patients annually. Of the 48 CHCs, 38 offer dental services at 131 sites of care.
- Iowa Primary Care Association (Iowa PCA). Established in 1988, Iowa PCA consists of 13 CHCs and one migrant health program that collectively serve more than 200,000 patients in underserved and rural areas annually. The 13 CHC dental programs offer dental services at 21 different locations across the state.
- Ohio Association of Community Health Centers (OACHC). Established in 1983, OACHC supports 55 CHCs operating at 380 sites of care, including mobile clinics in 66 of Ohio’s 88 counties. In 2017, the member CHCs served more than 743,000 patients. The majority of the CHCs (40 of 55) offer dental services at 90 sites of care.

Each entity selected a high-level staff person to serve as the State Coordinator for their respective states (see pages 32-33). In their current roles, the State Coordinators are responsible for providing training and technical assistance to their member CHCs. Therefore, they have well-established relationships with the CHCs. Furthermore, the State Coordinators will involve Membership Services and Communications personnel and the systems that are already in place to sustain CHCs’ participation throughout the five-year project period.

Assurances. As the Network Lead, MPCA will convene the State Coordinators and the Steering Committee members to solicit input on the work plan. MPCA will consult with HRSA staff to finalize the work plan and budget during the first 30 days of the project period.

MPCA adopted and maintains a set of financial policies and procedures to provide guidance to staff and board as to the expected conduct of the Association’s financial affairs, to provide specific direction to staff to carry out policy, and to establish internal controls to reduce the possibility of fraud. The policies and procedures include the following:

- Effective internal control over federal awards that provide reasonable assurance that federal awards are being managed in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The internal controls are in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by

the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

- A contracts policy specifies board approval for any contract equal to or exceeding \$25,000.
- A grants policy specifies board approval for any grant request equal to or exceeding \$25,000.
- Purchase of Services Contracts must include a Statement of Work to be performed; Period of Performance; Contract Amount; Reporting requirements; Termination clause; and Procedure for reimbursement of expenditures.

Accounting Policies require the Association to allocate expenditures as follows:

- Track expenditures by fund source and program (allocated as direct costs).
- Expenditures that cannot be readily identified with a particular fund source and program, or that are incurred for common or joint Association objectives, shall be allocated to the appropriate Management & General cost center.
- Any costs allocated to programs supported in whole or in part with federal funds shall follow all federal guidelines for cost allocations. Any allocation of indirect costs will be through a federally recognized method.

MPCA’s fiscal policies and procedures comply with Office of Management and Budget Uniform Guidance and apply to all subawards issued under federal awards made to MPCA. This policy does not apply to agreements determined to comprise contractor relationships or other forms of vendor procurement. The accompanying procedure outlines the process for determining whether an agreement is classified as a subaward or a contractor relationship.

Resources. MPCA owns an office building with convenient access to the freeway in the west Lansing, Michigan, area. The building contains productive office space for program staff, administrative staff, and information technology staff. The building also has meeting rooms and a work room stocked with office machines (printers, copier/scanner/fax, mailing machine, etc.) and office supplies. MPCA also rents office space near the State Capitol complex in downtown Lansing, which provides convenient access to numerous key stakeholders. Both locations are equipped with high speed internet as well as internet-based phone service. MPCA has a strong internal information technology support team that ensures each staff member has a well-equipped computer with access to all applications necessary for effective performance of their job responsibilities.

Local MCH Safety Net Site Partners

Community Health Center (CHC) Structure. As the saying goes, “When you see one Community Health Center, you’ve seen one Community Health Center.” While all CHCs operate with a similar structure mandated by federal statute—a governing board with a majority of consumers; a CEO and key management staff; and clinical staff—each state adds its own mandates. And, to address community-specific needs, the CHCs maintain local control over many aspects of their operations. Therefore, the State Coordinators will treat each participating

CHC as a unique entity, allowing for variances in implementation within the project's overall framework and expectations.

Oversight and Communication Plan. Upon notification of an award, Network Lead MPCA will execute a formal agreement with each state partner that includes a detailed work plan, budget, and expectations related to monitoring implementation processes, establishing data collection procedures, reporting program data, and communicating with the CHCs.

In turn, each State Coordinator will execute a formal agreement with each CHC participating in the *MNOHI Project* from their respective state and host a project kick-off meeting with all Cohort 1 CHCs from her state.

The State Coordinators will facilitate monthly update meetings with the designated liaison from each of their participating CHCs. The State Coordinators will encourage the CHCs to communicate with them as frequently as needed, especially during the initial planning period and when they begin implementing the project.

MPCA's Project Specialist will build a listserv to connect all MNOHI sites across the quad-state region. The purpose of the listserv is to facilitate communication between and among network members. Examples include sharing questions that arise during planning and implementation and discussing best practices. The CHCs will be required to submit to their State Coordinator a mid-year and end-of-year report each year of the five-year project period.

The State Coordinators will meet frequently during the initial planning period to ensure they implement the project per the approved work plan, to discuss emerging issues related to implementation, and to address challenges they encounter. Once the project has been implemented, the State Coordinators will participate in monthly update meetings with the Project Specialist and a NNOHA representative. Agenda items will include reviewing data and expenses reports, discussing successes and challenges, and compiling patient stories.

The Network Lead/Project Specialist will convene an initial in-person Steering Committee meeting within the first 45 days of the project. The Project Director and State Coordinators will attend as *ex officio* members. The Planning Team anticipates that the Steering Committee will meet via conference call during the second half of Year 1 and annually thereafter. The State Coordinators will submit reports to the Steering Committee members and solicit their guidance as needed.

Personnel Capacity. Michigan Primary Care Association (MPCA) proposes to use federal funding to staff the *Midwest Network for Oral Health Integration (MNOHI Project)* with one full-time position and five part-time positions. The MNOHI job descriptions are included in Attachment 5. Brief biographical sketches for key personnel are included in Attachment 6.



Project Director. Faiyaz Syed, MD, MPH, is the Chief Medical Officer at Michigan Primary Care Association. As CMO, Dr. Syed is responsible for medical oversight, expertise, and leadership to ensure the delivery of affordable

quality health care services. He directs the Michigan Quality Improvement Network/Health Center Controlled Network (HCCN). Other responsibilities include network engagement and support, Health Information Technology and Interoperability, clinical strategy development and implementation, and collaboration with internal and external health care delivery partners promoting clinical integration. As the *MNOHI* Project Director, Dr. Syed will devote 1% of his time providing leadership for MNOHI activities, including addressing Core Function 3 policy priorities identified by MNOHI within MPCA and the Michigan Oral Health Coalition.



Project Manager. *Lindsay Sailor, BS*, is the Integrated Health Program Manager at Michigan Primary Care Association. She holds a Bachelor's degree in Community Health Education and has spent the past 20 years working to help uninsured/underinsured people access quality affordable healthcare. Prior to accepting her current position in 2015, Sailor worked on quality improvement at a Federally Qualified Health Center. She will oversee MNOHI day-to-day activities, assist with the integration of oral health and primary care services, and supervise the Network Lead/Project Specialist.

Network Lead/Project Specialist/Michigan State Coordinator. Upon notification of an award, MPCA will recruit and hire a qualified individual to fill this position. The successful candidate will hold a Bachelor's degree in a health-related field or demonstrate comparable work experience in administration/leadership and quality improvement. Responsibilities will include providing technical assistance to Michigan CHCs and MPCA employees regarding performance improvement, expanding and optimizing oral health services, and transforming to the MNOHI model of care. Other duties are listed in the Work Plan and Implementation Timeline.

State Coordinators. The Project Specialist will serve as the Michigan State Coordinator. The other State Coordinators are profiled below.



Nancy Adrianse, BSDH, is the Oral Health Manager at the Iowa Primary Care Association, a position she has held since 2011. Adrianse has spent her career working as a dental hygienist in community- and school-based clinics, instructing dental students at University of Iowa and Des Moines Area Community College, overseeing clinical quality efforts at CHCs, and serving as an "ambassador" in the broader community to raise awareness of CHC oral health programs. Current projects include developing the Iowa PCA Oral Health Program Best Practice Toolkit.



Susan Lawson, BA, MA, is the Oral Health Program Manager at the Ohio Association for Community Health Centers, a position she has held since 2009. During that time, she has managed two grant-funded oral health projects - Early Childhood Oral Health (ECOH) and the National Oral Health Innovation and Integration Network. Lawson co-authored the ECOH Implementation Guide, which is used widely throughout the U.S., and is considered an expert in the field of oral health.



Cristina McKay, MPH, PCMH CCE, is the Program Manager at the Illinois Primary Health Care Association. She holds a Master’s degree in Public Health and completed an internship at the Illinois Department of Public Health in the Division of Health Policy, Planning and Statistics. In her current position, McKay works directly with the DentaQuest Foundation’s NOHII Network (see page 7) to promote oral health integration. As a Certified Content Expert for Patient-Centered Medical Home, she provides technical assistance to FQHCs that are seeking PCMH recognition.

The State Coordinators will be responsible for administering the *MNOHI Project* in their respective states. The State Coordinators’ roles include the following:

- Working with MNOHI key staff to plan, design, implement, and evaluate the demonstration project at participating sites.
- Executing formal agreements with the CHCs selected to participate in each Cohort;
- Coordinating with the Network Lead to assign Core Function responsibilities to staff members at their respective organization;
- Leading and monitoring Core Function activities;
- Communicating with CHCs participating in the Network (see details below); and
- Participating in Steering Committee meetings, *ex officio*.

Key Support Staff at Michigan Primary Care Association

- *Ashley Wozniak*, BSN, RN-BC, is a Data Specialist at MPCA with 11 years of clinical and informatics experience. Wozniak holds a certificate in nursing informatics from the American Nurses Credentialing Center. She is responsible for sharing meaningful data extracted from CHCs in Michigan and will provide support for MNOHI Core Function 1 activities.
- *Jen Anderson*, MPCA’s Associate Director of Communications, holds a certificate in copyediting from the University of California San Diego Extension. She is responsible for managing all aspects of communications among the PCA, health centers, the Michigan Legislature, Congress, the media, and the general public. This includes public relations, internal and external communications, material design and production, digital media, grassroots advocacy efforts and strategic communications, and health center communications network management. She will provide leadership and support for Core Function 2 activities.
- *Prashanti Boinappaly* – see page 27.

As subawardees, MPCA’s counterparts in Illinois, Iowa, and Ohio will assign MNOHI-related duties to one or more of their support staff persons, totaling 1.0 Full Time Equivalent per state.

NNOHA will continue to focus our efforts on expanding oral health services to those in the safety net so that all may enjoy the benefits of good health.

Phillip A. Thompson
Executive Director
National Network for Oral Health Access

Training and Technical Assistance. NNOHA will provide support to the Management Team and other MNOHI staff throughout the five-year project. Specific deliverables include the following:

PROJECT NARRATIVE

- Assist in developing project forms and documents;
- Assist in reviewing applications and data from teams;
- Assist in planning training and serving as faculty for webinars;
- Participate in monthly check-in calls with the Management Team;
- Participate in group and one-to-one training and technical assistance with project teams; and
- Provide training and technical assistance to project teams through sharing of resources and support in the development of the project content.

Administering Multi-Site Projects. MPCA has extensive experience administering multi-site projects. The following annotated list is a representative sample of the projects led by MPCA:

- Health Center Innovations in Substance Use Disorders (SUD). MPCA provides training and technical assistance to nine health centers that are expanding their SUD services or introducing SUD services into their practices. Participating health centers are required to offer Naltrexone, Buprenorphine, and Methadone (either in-house or by contract). MPCA also collects detailed metrics reporting from each health center.
- MI Care Team Health Home Project. Since 2016, MPCA has provided training and technical assistance to ten health centers that adopted a care-team approach to providing care to patients with a co-occurring chronic medical condition and a behavioral health condition.
- Connection to Care. MPCA serves as the liaison between three health centers and the Michigan Department of Corrections. The goal of the project is to connect ex-offenders who are returning to the community with a health center within seven days of being released. Patients in this program receive the full suite of health care services and have access to a health coach.
- Project SPIRIT. MPCA assists five health centers with identifying patients with post-traumatic stress disorder (PTSD) that would be appropriate subjects for a telehealth research study conducted by the University of Washington. MPCA also assists the health centers with billing for PTSD treatment.
- Health Center Controlled Network. MPCA works with 38 health centers to improve the quality of care they are providing to their patients through the implementation and adoption of health information technology.

Given its vast experience and expertise with oral health integration and with leading multi-site projects, MPCA is well-qualified to lead the Midwest Network for Oral Health Integration Project.

BUDGET SUMMARY

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Project Costs
a. Personnel	\$75,157	\$77,412	\$79,734	\$82,126	\$84,590	\$399,019
b. Fringe Benefits	\$26,154	\$26,939	\$27,747	\$28,579	\$29,436	\$138,855
c. Travel	\$14,340	\$14,770	\$15,213	\$15,670	\$16,140	\$76,133
d. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
e. Supplies	\$18,571	\$3,571	\$3,648	\$3,728	\$3,809	\$33,327
f. Contractual	\$1,043,250	\$1,057,250	\$1,057,250	\$1,057,250	\$1,057,250	\$5,272,250
g. Construction	\$0	\$0	\$0	\$0	\$0	\$0
h. Other	\$80,808	\$77,596	\$73,183	\$68,635	\$63,953	\$364,175
i. Total Direct Charges	\$1,258,280	\$1,257,538	\$1,256,775	\$1,255,988	\$1,255,178	\$6,283,759
j. Indirect Charges (24.4%)	\$24,720	\$25,462	\$26,225	\$27,012	\$27,822	\$131,241
k. TOTALS	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$6,415,000

**MIDWEST NETWORK FOR ORAL HEALTH INTEGRATION
BUDGET NARRATIVE**

A. Personnel

Position	Name	Annual Salary/Rate	Level of Effort	Cost
Project Director	Faiyaz Syed, MD	\$95,289	0.01 FTE	\$953
Project Manager	Lindsay Sailor	\$60,960	0.25 FTE	\$15,240
Network Lead Project/ Specialist/ MI State Coord.	Vacant	\$48,000	1.0 FTE	\$48,000
Data Analytics & Evaluation Manager	Prashanti Boinapally, MD	\$70,101	0.12 FTE	\$8,412
Data Specialist	Ashley Wozniak	\$56,391	0.02 FTE	\$1,128
Associate Dir. of Communications	Jen Anderson	\$71,218	0.02 FTE	\$1,424
The above salary and wage amounts are stated for Year 1 only. Years 2 through 5 will be adjusted for performance merit increases of 3%. The assumed 3% increase is based on the historical average of annual performance merit increases earned by all agency employees.				\$75,157

Faiyaz Syed, MD, will serve as the Project Director, Chairman of the Steering Committee and, will provide oversight of all Network staff and activities. Dr. Syed also serves on MPCA’s health policy forum and the Michigan Oral Health Coalition Board (MOHC). He will be tasked with lifting up any policy priorities identified by MNOHI with in MPCA and MOHC.

Lindsay Sailor is the Project Manager. She will provide oversight of the Network day to day activities and assist in the integration of oral health and primary care services and supervise the Network Lead Specialist.

MPCA will employ a Network Lead Project Specialist to work in partnership with the three other state coordinators to integrate the primary care components for the project and provide daily oversight of the grant and any deliverables. This position will also be responsible for acting as Michigan State Coordinator. MPCA will provide direct supervision and training.

MPCA will utilize their staffs’ expertise in the areas of data, evaluation, and communications by having the Data Specialist, Data Analytics & Evaluation Manager, and Associate Director of Communications serve dedicated project time in their respective roles.

B. Fringe

Component	Rate	Wage	Cost
Medical insurance and life insurance	13.16%	\$75,157	\$9,890
Pension	7.00%	\$75,157	\$5,261
FICA	7.65%	\$75,157	\$5,750
Unemployment and workers comp	1.99%	\$75,157	\$1,496
Dental Insurance	3%	\$75,157	\$2,255
Disability Insurance	2%	\$75,157	\$1,503
	34.8%	Total	\$26,154

The current taxes and benefits paid by MPCA for employees are 34.8% of salaries.

C. Travel

Purpose of Travel	Location	Item	Rate	Cost
Annual Learning Collaborative Meeting	Washington, D.C.	Airfare	\$500/flight x 2 persons	\$1,000
		Hotel	\$250/night x 2 persons x 3 nights	\$1,500
		Per Diem	\$60/day x 4 days x 2 persons	\$480
Annual Conference	TBD	Airfare	\$500/flight x 2 persons	\$1,000
		Hotel	\$175/night x 2 persons x 2 nights	\$700
		Per Diem	\$60/day x 3 days x 2 persons	\$360
		Registration	\$1,750/person x 2 persons	\$3,500
Local Travel		Mileage	800mi/month @ .58/mi	\$5,800
Expenses for the D.C. training (for 2 staff) - will be included in year 1 -5 – additional Annual conference for presenting (for 2 staff years 1-5).				\$14,340

Airfare, hotel and per diem meals will be provided for two staff members to attend the mandatory conference in Washington, D.C., which will last three days. This conference is expected to re-occur every year. Additional training for staff during the first year will require airfare, hotel and per diem meals for two staff members. Mileage is calculated based on an average of 800 miles per month for the Project Manager and the Network Lead Project Specialist to provide community based services and consultations to primary care practices. The current mileage rate paid is \$0.58 per mile.

D. Equipment – Capitalization threshold is \$5,000 per-unit cost.

No capital equipment will be purchased for the operation of this grant.

E. Supplies

Item	Rate	Cost
Educational supplies for patients	\$2460/yr	\$2,460
Educational parent videos	\$15,000	\$15,000
General Office Supplies	\$361/year	\$361
Staff Cell Phone Allowance	\$62.50/mo x 12 months	\$750
Office supplies and Educational Supplies will include a 3% inflationary increase in years 2-5.		\$18,571

- *General office supplies* – Office items necessary to conduct daily operations (i.e. paper, pens, etc.) were estimated to cost \$361 per year. \$300 is for paper and \$60 for misc items such as pens and file folders.
- *Educational supplies for patients* – Items such as dental kits to teach children in the office how to brush their teeth were estimated at \$2,460/yr. Each kit is \$2.00/2460 = 1230 kits/5 sites = 246 kits per health center site per year.
- *Parent Educational Videos* – To teach parents how to help care for their children’s oral health were estimated at \$15,000 (3 videos @ \$5,000 per video) for Year 1 only.

F. Contractual

Name	Service	Cost
Illinois Primary Health Care Association	State Network	\$294,000
Iowa Primary Care Association	State Network	\$294,000
Ohio Association of Community Health Centers	State Network	\$294,000
Michigan Department of Health and Human Services	Partnership with Title V Block Grant for additional health center based Seal MI site	\$30,000
Michigan Oral Health Coalition (Year 1 only)	Environmental Scan	\$15,000
National Network for Oral Health Access	Training and Technical Assistance for Health Centers	\$6,250
Azara (Year 1 only)	Data integration and HIT infrastructure	\$100,000
Health Center Stipend (5 health centers x \$2,000 Year 1 only)	To cover production for staff attending trainings	\$10,000
	Total	\$1,043,250

Illinois Primary Health Care Association (IPHCA) plans to support this project by providing funding to Federally Qualified Health Centers (FQHCs) to promote medical/dental integration and increase the number of children ages 6-11 with a medical/dental home. Participating FQHCs will receive funding to assist with electronic health record enhancement, FQHC staff training and patient education. FQHC staff champions will be identified for this project. IPHCA will devote between .5 and 1.0 full time equivalent (FTE) staff time to this project. As a sub grantee through the Michigan Primary Care Association, IPHCA will use the funding to cover salaries, benefits and travel for IPHCA staff in addition to the previously mentioned funding made available to FQHCs.

Iowa PCA plans to support this project by providing funding to participating FQHCs to promote medical/dental integration and increase the number of children ages 6-11 with a medical/dental home. This will be accomplished by educating medical and dental providers to more fully integrate care and complete referrals. Iowa PCA will increase analytic capabilities of population management tools-Arcadia and Enli, to collect more robust dental and oral health services data. Participating FQHCs will receive funding to assist with electronic health record enhancement and FQHC staff training. FQHC staff champions will be identified for this project. Iowa PCA will devote .75 full time equivalent (FTE) staff time to this project. As a sub grantee through the Michigan Primary Care Association, Iowa PCA will use the funding to cover salaries, benefits, sub awards, contracted services and travel for Iowa PCA staff in addition to the previously mentioned funding made available to FQHCs.

Ohio Association of Community Health Centers (OACHC) plans to support this project by providing funding to participating Federally Qualified Health Centers (FQHCs) to promote medical/dental integration and increase the number of children ages 6-11 with a medical/dental home. This will be accomplished by educating medical and dental providers to more fully integrate care and complete referrals. OACHC will increase analytic capabilities of population

management tools-Azara to collect more robust dental and oral health services data. Participating FQHCs will receive funding to assist with electronic health record enhancement and FQHC staff training. FQHC staff champions will be identified for this project. OACHC will devote .75 full time equivalent (FTE) staff time to this project. As a sub grantee through the Michigan Primary Care Association, OACHC will use the funding to cover salaries, benefits, sub awards, contracted services and travel for OACHC staff in addition to the previously mentioned funding made available to FQHCs.

MPCA will contract with IPHCA, Iowa PCA, and OACHC for the amount of \$294,000 for each year of the project. MPCA will engage and partner with MDHHS Title V program, Seal MI! to expand sites in schools for the Seal MI! program. This will be a cost of \$30,000 per year for up to 5 school based sites each year. In year 1, MPCA will contract with the Michigan Oral Health Coalition (MOHC) to provide services for an environmental scan and publish findings in year 2. MPCA will subcontract in Year 1 with NNOHA on their Integrating Oral Health in Primary Care Practices (IOHPCP) to provide training and technical assistance to each health center site. MPCA will also contract with Azara DVRS to build connections and map data from the EDR to Azara DVRS at a cost of \$100,000 in the first year. Each health center site will receive a \$2,000 stipend to assist with loss of production while staff is receiving training in the first year.

For Years 2-5, MPCA will re-allocate the \$115,000 budgeted for Azara DVRS and MOHC in Year 1 to support a 0.5 fte CHW at each health center site (\$23,000 x 5 Michigan health centers per year).

G. Construction – not applicable

H. Other

Item(s)	Rate	Cost
Occupancy	131.20 sq. ft. x \$40 per sq. ft.	\$5,248
Meetings	Steering Committee meeting	\$500
	Kickoff meeting with 5 sites	\$2,000
	Mid year check in meeting	\$1,000
	End of year celebration	\$1,500
Contracting Costs	Year 1	\$70,560
Total		\$80,808

- *Occupancy* - Occupancy includes utilities, repairs and maintenance, building insurance, and depreciation. Occupancy and meetings will include a 3% inflationary increase in Years 2-5.
- *Meetings* – Each year MPCA will host 4 meetings as described in table above. Each meeting includes meeting space, food, and meeting materials.
- *Contracting Costs* – Since such a large portion of the total budget is devoted to contractual arrangements, significant direct resources must be devoted to ensuring all compliance and monitoring requirements are met. MPCA is allocating 8% of the contractual amounts in Year 1 to cover costs associated with contracting, legal services, compliance, and fiscal and sub recipient monitoring. For years 2-5 the contracting costs

are reduced from 8% down to 5.9% in year 5 with about a 5% decrease each year due to the decrease in work needed each subsequent year in these areas.

Indirect Cost Rate:

The Michigan Primary Care Association provisional indirect cost rate for the fiscal period ending 9/30/2019 is calculated at 24.4% of salary and fringe.

Budget Expectations in Year 1:

The budgeted amounts for Salary and Fringe total 25% of the MPCA’s portion of the grant award. The budgeted amounts for Data Integration, HIT Infrastructure, and Training / Technical Assistance total 40% of MPCA’s portion of the grant award. The tables in the Budget Summary below detail the costs for care coordination, prevention/health promotion, and data collection for each year of the project period.

BUDGET SUMMARY

	Year 1	Year 2	Year 3	Year 4	Year 5	Total Project Costs
a. Personnel	\$75,157	\$77,412	\$79,734	\$82,126	\$84,590	\$399,019
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c. Travel	\$14,340	\$14,770	\$15,213	\$15,670	\$16,140	\$76,133
d. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
e. Supplies	\$18,571	\$3,571	\$3,648	\$3,728	\$3,809	\$33,327
f. Contractual	\$1,043,250	\$1,057,250	\$1,057,250	\$1,057,250	\$1,057,250	\$5,272,250
g. Construction	\$0	\$0	\$0	\$0	\$0	\$0
h. Other	\$80,808	\$77,596	\$73,183	\$68,635	\$63,953	\$364,175
i. Total Direct Charges	\$1,258,280	\$1,257,538	\$1,256,775	\$1,255,988	\$1,255,178	\$6,283,759
j. Indirect Charges (24.4%)	\$24,720	\$25,462	\$26,225	\$27,012	\$27,822	\$131,241
k. TOTALS	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$1,283,000	\$6,415,000

Midwest Network for Oral Health Integration Project WORK PLAN

Objectives	Key Action Steps	Expected Outcomes	Data Evaluation and Measurements	Time Frame	Person/Area Responsible	Comments
CORE FUNCTION 1: DATA, ANALYSIS, AND EVALUATION						
Implement plans for capturing project data	Utilize Steering Committee and/or all 3 Networks to develop the plans for capturing data	A roadmap of how data will be evaluated and captured	Agenda developed and notes compiled post discussions	Convene Steering Committee in the first quarter of project year	Project Manager to convene meeting	Steering Committee will meet 2x year – one face to face and one virtual meeting
Identify and create survey instruments	MNOHI will utilize their respective tools to survey health center data.	A quarterly report will be developed to report the program objectives	Dashboard instrument completed by each jurisdiction	Within the first quarter after project sites implement	Project Manager and State Coordinators	
Identify and establish common data definitions across 4 states	Utilize Steering Committee and/or all 3 Networks to establish common data and risk assessment definitions based on recommendations by jurisdictions.	The Network will use the same data definitions and risk assessment across the 4 jurisdictions.	Dashboard instrument completed by each jurisdiction and or reports are run to capture structured data	Convene Steering Committee in the first quarter of project year	Steering Committee	
Identify and select tools for assessing providers' knowledge and skills on delivery of oral health services	A pre and post- test will be utilized to assess providers' knowledge and skills.	Show the gain in knowledge and skills on the delivery of oral health services	An increased score from baseline	Develop a pre and post-test by the second quarter of the project year	Project Manager and State Coordinators	
Identify and select tools for assessing parents/care givers knowledge about preventive oral health practices	A pre-test will be built into the risk assessment as part of the patient visit. A CHW will follow up with the patient to do a post test	Show the gain in knowledge about preventive oral health practices of parents and caregivers.	An increased score from baseline	Develop a pre and post- test by the second quarter of the project year	Project Manager and State Coordinators	

Core Function 1, Continued

Objectives	Key Action Steps	Expected Outcomes	Data Evaluation and Measurements	Time Frame	Person/Area Responsible	Comments
Develop evaluation plans for the Network on access and actual delivery of oral health services and the resulting oral health outcomes	Utilize Steering Committee and/or all 3 Networks to develop the evaluation plans. Engage MNOHI Network Lead Evaluator to provide feedback	Evaluation Plan on file	N/A	Evaluation Plan to be completed by the end of the third quarter in Year 1	Michigan evaluator: Dr. Boinapally will provide direction.	
CORE FUNCTION 2: OUTREACH AND EDUCATION						
Develop detailed plans to identify gaps in knowledge and practices among providers and target population and families related to preventive oral health services	MNOHI will engage NNOHA's Interprofessional Oral Health Core Clinical Competencies to provide the TA and Training for	Knowledge gaps will be identified and will inform training.	NNOHA will provide measurement	Calls with NNOHA to define plans to identify gaps in knowledge of providers will begin in first quarter	Project Manager and State Coordinators	
Address gaps identified related to preventive oral health services.	MNOHI will conduct a readiness assessment with MCH safety net sites to identify gaps in services.	MCH sites will identify PDSA cycle to help sites fill in gaps in care.	To be determined	Readiness assessment will be conducted in the second quarter of the project year	Project Manager and State Coordinators	
Design and Implement provider trainings that include the five domains and associated core clinical competencies for non-dental providers	NNOHA will host monthly check in calls with MCH safety net sites to provide trainings on the five domains. MNOHI will also utilize Smiles for Life Modules to train providers	Increased knowledge of five domains and clinical competencies	NNOHA will provide measurement	Check in calls will start the first month after MCH safety net site project kick off	Project Manager and State Coordinators	Medical champions complete the Smiles for Life modules and provide Certificate of Completion as proof

Core Function 2, Continued

Objectives	Key Action Steps	Expected Outcomes	Data Evaluation and Measurements	Time Frame	Person/Area Responsible	Comments
Design and implement patient and parent/caregiver education to raise awareness about the importance of oral health to their children’s overall health	MNOHI will identify or develop resources working with MCH clinics for educational purposes including patient self-management goals related to oral health	Increased awareness of preventive oral health care by parents/caregivers.		Resources will be identified by the end of second quarter	Project Manager and State Coordinators	Review JADA Article for possible instrument to measure parent/care giver knowledge. (Preventive Oral Health Care Use and Oral Health Status Among US Children’)
CORE FUNCTION 3: POLICY AND PRACTICE						
Conduct environmental scan to identify factors that influence target population’s oral health at the state level	Each state will conduct or utilize existing environmental scans with their respective state partners.	Understanding of factors that influence target populations oral health	Burden of Disease reports	Environmental scan will be started in the first quarter and be completed at the end of the first project year.	Project Manager and State Coordinators in consultation with state dental program staff or coalitions.	
Produce reports from the environmental scan that provide options/strategies to address access to and delivery of oral health services at the state level	Individual state reports will be produced to help guide access and delivery of oral health services.	Strategies to address access and delivery issues or progress on existing strategies.	Burden of Disease reports	Reports will be published in Year 2.	Project Manager and State Coordinators in consultation with state dental program staff or coalitions.	Reports that are produced will be used throughout the entirety of the project to guide the work
Implement new or revised policies within participating sites to facilitate referrals between the site and dental care systems	State Coordinators will review or help sites develop policies to facilitate the referral process to ensure it is part of the health center culture.	QI processes to improve referral reports	Increase in referral completions	Policies will be developed or reviewed the third quarter of Year 1.	Project Manager and State Coordinators	Readiness Assessment will include a request for policies to determine if sites need to develop or review current policies.

Core Function 3, Continued

Objectives	Key Action Steps	Expected Outcomes	Data Evaluation and Measurements	Time Frame	Person/Area Responsible	Comments
Implement new or revised policies within participating sites to deliver preventive oral health services in a non-dental setting	State Coordinators will review or help sites develop policies to facilitate the referral process to ensure it is part of the health center culture.	QI processes to improve oral preventive services in medical	Increase in oral health preventive services non-dental setting	Same as above	Project Manager and State Coordinators	Same as above
Create proposal for addressing oral health services and coverage for the target population within participating states' Medicaid system	Each State Coordinator will determine a policy priority to promote with in the project.	Increases in oral health services and coverage for targeted population.	N/A	Policy priority will be determined in the first quarter of Year 1.	Project Manager and State Coordinators	State Coordinators will engage their respective Steering Committee members to help identify the policy priority

FIVE-YEAR IMPLEMENTATION TIMELINE

The following table lists the key activities, timeframe, and responsible parties for the five-year project period. The timeframe is presented on a quarterly basis for each year of the project period. Quarter 1 = Sep/Oct/Nov; Quarter 2 = Dec/Jan/Feb; Quarter 3 = Mar/Apr/May; Quarter 4 = Jun/Jul/Aug. The activities are categorized by Core Function and overall implementation. Start-up activities will take place during Q1, Q2, and Q3 of Year 1 (shaded). Q = quarterly; M = monthly; W = weekly; and D = daily.

Activity	Responsible Party ↓ Quarter →	Year 1				Year 2				Year 3				Year 4				Year 5			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CF1: Data Analysis & Evaluation																					
Convene Evaluation Team to finalize logic model & evaluation plan & complete other preliminary tasks detailed in Work Plan	Project Manager CF1 Lead	X	X																		
Assess existing EHRs/EDRs at participating CHCs	State Coordinators Vendors		X																		
Complete Azara/Arcadia mapping	CHCs			X																	
Run PDSA test cycles/modify processes/retest	CHCs			X																	

Activity	Responsible Party ↓ Quarter →	Year 1				Year 2				Year 3				Year 4				Year 5			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CF1, Continued																					
Document 5 domains	CHCs			D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
Run reports/monitor data collection	CF1 Lead Evaluation Team			M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Submit analytics report	CF1 Lead			Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
Establish baseline data for Obj 7,8 & 9	CF1 Lead				X																
Submit annual evaluation report	CF1 Lead					X				X				X				X			X
Report on COHSII indicators	CF1 Lead				X								X								X
CF2: Outreach & Education																					
Execute training vendor contracts	Project Manager State Coordinators	X																			
Assess provider knowledge & skills	State Coordinators CHC Champions		X				X				X			X				X			
Assess parent/caregiver knowledge	CHCs		D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
Train CHC personnel to document 5 domains	State Coordinators; Vendors			X	X			X				X			X			X			X
Design & test educational/promotional materials for parents/caregivers	Assoc Dir of Communications; NNOHA consultant		X	X																	
Distribute parent/caregiver materials to CHCs	State Coordinators				X				X				X				X				
Convene statewide training/conference	State Coordinators					X				X				X				X			
Hire Community Health Workers (CHWs)	CHCs					X								X							
Distribute online content to CHCs	State Coordinators				M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M
Provide outreach & patient education	CHWs						D	D	D	D	D	D	D	D	D	D	D	D	D	D	D
CF3: Policy & Practice																					
Conduct environmental scan	State Coordinators Steering Committee	X	X	X	X																
Publish results of environmental scans	State Coordinators					X															
Identify state Medicaid priority policy to address; create proposal	State Coordinators Steering Committee Medicaid Consultants	X																			
Provide technical assistance to CHCs to update/adopt policies & practices	State Coordinators CHC Champions			X				X				X				X					
Implement new/revised policies/practices	CHCs			X				X				X				X					

Activity	Responsible Party ↓ Quarter →	Year 1				Year 2				Year 3				Year 4				Year 5			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CF3, Continued																					
Participate in Learning Collaborative events as scheduled	Project Director Project Manager Project Specialist State Coordinators CF 1 Lead		X				X				X				X				X		
Develop abstracts based on evaluation results & submit to scholarly journals and national conferences.	State Coordinators CF 1 Lead														X						
Publish evaluation findings	State Coordinators CF 1 Lead																				X
Overall Implementation																					
Consult with HRSA staff re: Work Plan, Project Budget, etc.	Project Director Project Manager State Coordinators	X																			
Execute contracts with Cohort 1 CHCs	Project Manager State Coordinators	X																			
Hire Project Specialist	Michigan Primary Care Association	X																			
Convene Management Team to finalize the Work Plan & complete preliminary tasks as per Implementation Plan	Project Manager	X	X	X																	
Assess CHC readiness	State Coordinators CHC Champions		X																		
Convene Steering Committee	Project Manager	X		X			X				X				X				X		
Convene MNOHI State Kick-off meetings	State Coordinators			X																	
Identify Cohort 2 CHCs	State Coordinators												X								
Onboard Cohort 2 CHCs	State Coordinators CHC Champions													X							

LOGIC MODEL for the Midwest Network of Oral Health Integration (MNOHI) Project

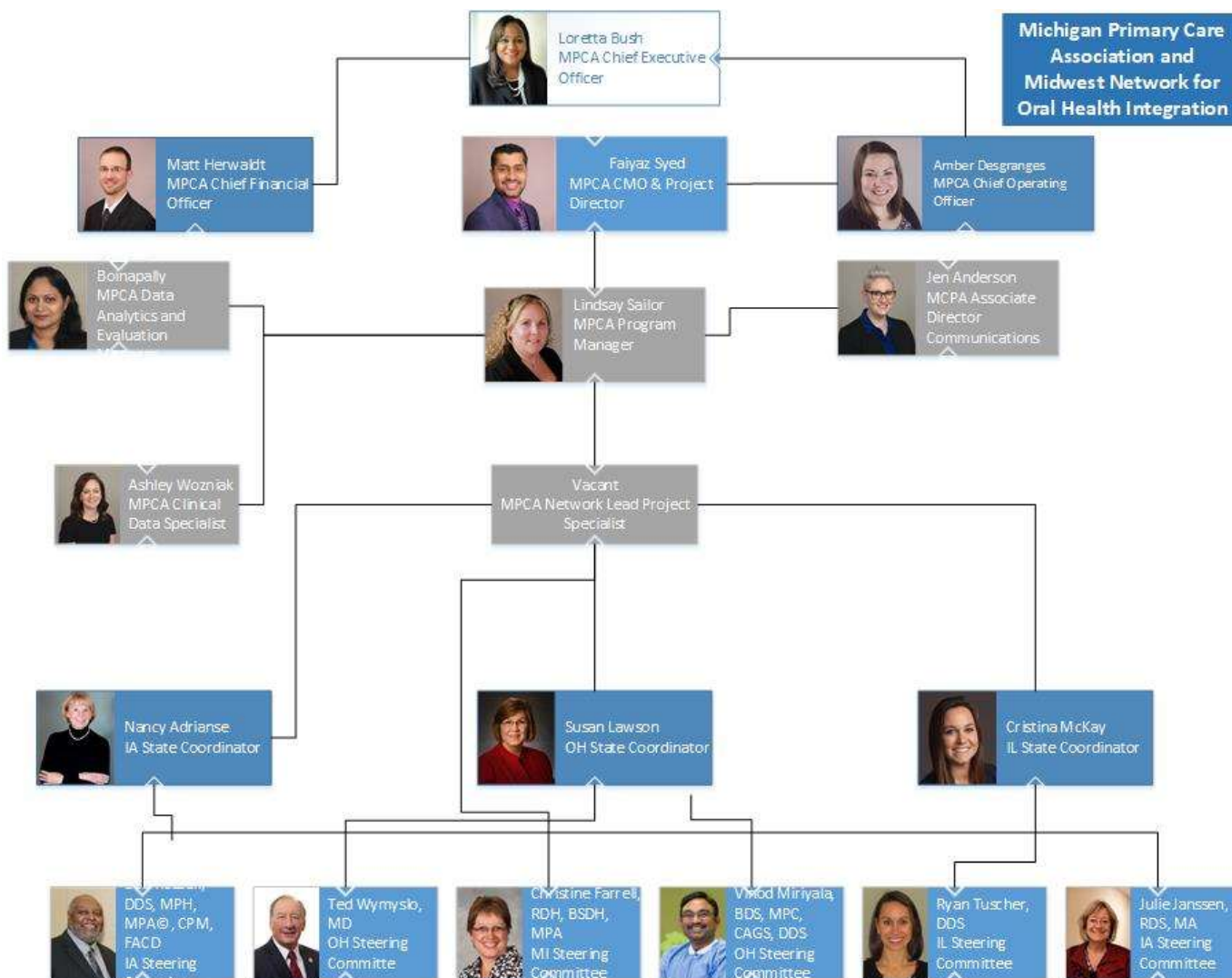
Situation: Children who do not receive adequate medical and dental care risk diminished overall health as a result of undiagnosed and/or untreated chronic conditions. A multi-state collaborative led by Michigan Primary Care Association will use federal funding to address this issue in targeted Community Health Centers (CHCs) in Michigan, Iowa, Illinois, and Ohio. The primary goal of the MNOHI Project is for all children, ages 6 to 11, in the targeted communities to have an integrated medical/dental home.

Inputs	Outputs		Outcomes – Impact	
	Activities	Participation	Short-Term	Long-Term
<ul style="list-style-type: none"> ▪ Lead applicant has history of collaborating with 3 co-applicant agencies. ▪ Leadership in each partnering agency supports the project ▪ Co-applicants have extensive experience with integrated care. ▪ CHCs are located in all 4 states. ▪ Qualified medical & dental providers practice in targeted CHCs. ▪ CHCs use a data system to enter patient & service data. ▪ CHCs have adequate equipment & supplies. ▪ Some CHCs provide services via mobile units or school-based clinics. ▪ Transportation assistance is available to eligible families. ▪ HRSA 330 funding for CHCs. ▪ Lead- & Co-applicant support staff have expertise in communications, marketing, information technology, data analytics & evaluation. ▪ DentaQuest funding provides some salary support. 	<p>The State Coordinators will</p> <ul style="list-style-type: none"> ▪ Plan & deliver training to medical, dental, IT, & Quality Improvement (QI) champions from the targeted CHCs in their respective state. ▪ Develop & deliver parent/caregiver-focused promotional & educational materials to participating CHCs. ▪ Identify best practices for integrated medical/ dental model ▪ Identify challenges/ barriers for integrated medical/dental model <p>CHC staff will provide patient education to parents re: integrated medical/ dental health care.</p> <p>Personnel will perform surveillance/data collection activities & conduct activities re: tracking progress.</p>	<p>Year 1 Network will include 5 CHCs per state.</p> <p>Each CHC will select 3 or 4 champions – medical, dental, & IT and/or QI – to attend training.</p> <p>Parents/caregivers will</p> <ul style="list-style-type: none"> ▪ Participate in patient education. ▪ Schedule and keep CHC visits for their children. <p>Children will receive integrated medical/dental health services.</p>	<ol style="list-style-type: none"> 1. 90% of providers participating in training organized by MNOHI will increase their knowledge of oral preventive care and the key components of oral health integration. 2. 90% of providers participating in training organized by MNOHI will deliver preventive oral health care services. 3. 35% of parents/caregivers of pediatric patients in Community Health Centers (CHCs) participating in MNOHI will increase their knowledge/awareness about preventive oral health practices. 4. 75% of children, ages 6 to 11, in CHCs participating in MNOHI will be referred for dental services (preventive and/or restorative), as appropriate. 5. 50% of children, ages 6 to 11, in CHCs participating in MNOHI will receive preventive oral health services. 6. 50% of children, ages 6 to 11, in CHCs participating in MNOHI will establish a self-management plan for healthy oral hygiene habits. 7. By end of Year 2, increase by 10% over Year 1 baseline the number of children, ages 6 to 11, in CHCs participating in MNOHI that do not already have a medical home will be referred for primary care services, as appropriate. 75% by end of Year 5. 8. By end of Year 2, increase by 10% over Year 1 baseline the number of children, ages 6 to 11, in CHCs participating in MNOHI who complete a medical and dental visit each year. %% by end of Year 5. 9. By end of Year 2, increase by 10% over Year 1 baseline the number of children, ages 6 to 11, in CHCs participating in MNOHI who have immunizations up-to-date each year. %% by end of Year 5. 	<ul style="list-style-type: none"> ▪ Increase the number of children with an integrated medical/dental home. ▪ Increase the number of children with improved overall health.

Assumptions: When medical providers understand the importance of oral health to the overall health of the child, they will educate parents. When parents learn that taking their child to the dentist annually is as important as seeing a physician, they will keep their appointments and consent to their child receiving preventive care.

External Factors: Social determinants of health; parent attitudes; patient noncompliance; political climate; funding reductions; leadership & staff turnover.

MIDWEST NETWORK FOR ORAL HEALTH INTEGRATION ORGANIZATIONAL CHART



Project Abstract



Part 1: Please identify the applicant point of contact (POC)

OMB No. 1121-0329
Approval Expires 12/31/2018

Applicant POC	
Organization Name	County of Sangamon
POC Name	Mr. Michael J. Torchia
Phone Number	(217) 753-6783
Email Address	Mike.Torchia@co.sangamon.il.us
Mailing Address	200 South 9th Street, Room 308 Springfield, IL 62701-1608

Part 2: Please identify the application

Application Information	
Solicitation Name	Justice and Mental Health Collaboration Program - Category 3 - Implementation and Expansion
Project Title	Sangamon County Justice Mental Health Collaborative
Proposed Start Date	01/01/2019
Proposed End Date	12/31/2021
Funding Amount Requested	\$750,000

Part 3: Please identify the project location and applicant type

Project Location and Applicant Type	
Project Location (City, State)	Springfield, Illinois
Applicant Type (Tribal Nation, State, County, City, Nonprofit, Other)	County Government



Part 4: Please provide a project abstract

Enter additional project abstract information. Unless otherwise specified in the solicitation, this information includes:

- Brief description of the problem to be addressed and target area and population
- Project goals and objectives
- Brief statement of project strategy or overall program
- Description of any significant partnerships
- Anticipated outcomes and major deliverables

Text should be single spaced; do not exceed 400 words.

Project Abstract

Sangamon County is a rural area in central Illinois that is anchored by the city of Springfield, which dually serves as the state capital and the county seat. Sangamon has experienced a significant increase in the proportion of individuals with mental illness (MI) or co-occurring substance abuse (CMISA) who are arrested and jailed for minor offenses.

Sangamon County Court Services requests Justice and Mental Health Collaboration Program – Category 3 – Implementation and Expansion grant in the amount of \$750,000 to transform the system from the current reactionary approach to a proactive diversionary approach. Sangamon County will provide the required non-Federal match in the amount of \$150,269.

The overall goal of the Sangamon County Justice Mental Health Collaborative is to divert high-risk adults with a diagnosis of MI/CMISA, or who manifest obvious signs of MI/CMISA during contact with law enforcement from becoming involved in, or, if already involved, from remaining in the criminal justice system. The proposed program addresses all three priority considerations for Category 3: Using criminogenic and violence risk assessments, conducting a program evaluation, and serving female offenders. The program will coordinate with existing opioid reduction efforts.

Program objectives include increasing public safety in Sangamon County, reducing recidivism among the target population, reducing the number of repeat emergency contacts between local police officers and the target population, increasing the number of persons served by the program who progress from identification to engagement to activation, increasing the number of referrals to the Mental Health/Recovery Court, and providing cross-training to police officers and other first responders.

Key program deliverables will include using the Sequential Intercepts Model to complete the Planning & Implementation Guide, staffing and deploying a multi-disciplinary outreach team, establishing a centralized data system, providing cross-training, and identifying persons with MI/CMISA and connecting them with treatment and supportive services.

Sangamon County Court Services will collaborate with Memorial Behavioral Health, Southern Illinois University School of Medicine, local police departments, the Illinois 7th Judicial Circuit Court, Sangamon County Board, State's Attorney, Sheriff, Public Defender, and the City of Springfield – Office of the Mayor.

In 2013, BJA awarded Sangamon County a \$50,000 JMHCP planning grant 2013-MO-BX-0009.



Nature and Scope of the Problem. The population at Sangamon County Jail has exceeded capacity (285) every year since 2002, averaging 336 per day for the past 16 years (SCJ Average Population, 2000 – 2017), due in part to a significant increase in the proportion of court-involved individuals with mental illness (MI) or co-occurring addiction (CMISA). According to the annual report published by the Administrative Office of the Illinois Courts, 22% of all mental health cases filed in 101 downstate Illinois (non-Cook/Chicago) counties in 2015 and 17% in 2016 were filed in Sangamon (Annual Report Statistical Summary, 2015 and 2016). Although 2017 courts data are not available, the number of probationers ordered by the court to engage in mental health treatment increased 40%, from 67 in 2016 to 94 in 2017 (Court Services personnel, 17May2018). During the same period, the total number of probationers increased only 3%.

Sangamon County contracts with Advanced Correctional Healthcare (ACH) to provide mental health services to jailed persons. The frequency of routine observations for high-risk inmates and referrals for mental health services increased 23% from 201 per month in 2016 to 247 in 2017 (SCJ data system accessed by Court Services personnel, 17May2018). The average during the first four months of 2018 is 331 per month, a 34% increase from 2017. Unfortunately, the scope of the County's contract with ACH does not include universal screening or assessment – only crisis monitoring and medication management for individuals with a diagnosed mental illness. Individuals with an undiagnosed MI/CMISA who are jailed and unable to post bond typically experience an accelerated deterioration. These circumstances make recovery for an already vulnerable population more difficult to attain and may contribute to their recidivism.

Sangamon County Court Services (SCCS) identified three reasons for increased MI/CMISA cases: (1) Few police officers and other first responders such as fire department,

emergency services, and dispatchers (POs/FRs) screen individuals for MI/CMISA at the time of initial contact. In 2017, Springfield Police Department received 980 calls for “mental subjects,” but only 150 (15%) were screened prior to arrest, leaving more than 800 missed opportunities for diverting persons from jail (SPD personnel, 22May2018). (2) The County lacks a centralized data system that allows POs/FRs to identify individuals they encounter who have a documented history of MI/CMISA. Furthermore, the agencies lack the staff to convert data collected manually to electronic format to facilitate data sharing and early identification for diversion purposes. (3) The community lacks a formal policy requiring POs/FRs to attend training related to dealing with MI/CMISA persons. Without mandated training, POs/FRs lack the knowledge and attitudes needed to identify and divert the target population from jail.

Successful Efforts. BJA awarded Sangamon County a \$50,000 Planning Grant in 2013 to address the situation described above. As a result, the County and its partners developed a strategic plan, established a mental health/recovery court, and began integrating mental health services at the Sangamon County Jail. The County has operated a Drug Court since December 2010 and began screening inmates for risk of substance abuse in 2017 (see page 1).

Need for Assistance and Resources. Sangamon County has made some progress toward diverting persons with MI/CMISA to specialty courts. However, significant gaps have not yet been addressed, namely early identification and diversion to treatment and support services as an alternative to traditional court case processing and sentencing. For example, the recovery court averages nine cases per week, about one-third of its capacity. Transforming the system from the current reactionary approach to a proactive diversionary approach will require specialized training for POs/FRs and cross-system training for personnel throughout the criminal justice system. The program’s success also is contingent on engaging high-risk, high-utilizing

individuals with MI/CMISA and establishing a centralized data system to share and track data. BJA funding will support the County's efforts to establish a coordinated diversion system and demonstrate the cost-benefit to community stakeholders and potential funders.

Proposed Solution. To address the need described above, SCCS will collaborate with Memorial Behavioral Health (MBH), Southern Illinois University School of Medicine (SIU SOM), and other agencies (see page 10) to plan and implement the Sangamon County Justice Mental Health (JMHC) Collaborative. Key components include using the Sequential Intercepts Model to complete the Planning & Implementation Guide, staffing and deploying a multi-disciplinary outreach (MDO) team, establishing a centralized data system, providing cross-training, and connecting persons with treatment and supportive services.

PROJECT DESIGN AND IMPLEMENTATION

Target Population. The JMHC Collaborative will focus on high-risk adults in Sangamon County with a diagnosis of MI/CMISA or who manifest obvious signs of MI/CMISA during contact with criminal justice personnel. POs/FRs and jail personnel will use evidence-based tools to screen potential participants for criminogenic risk and mental health need (see detail below). The MDO Team will follow-up on all persons with a positive screening result and determine their eligibility for JMHC services as per BJA guidelines.

Priority Considerations

1. Use of criminogenic and violence risk assessments to identify and prioritize treatment and case management services for individuals at risk for committing future violence. SCCS currently uses the Risk and Needs Triage (RANT) and Level Service Inventory-Revised (LSI-R) screening tools during the intake process to determine placement and disposition for probationers. During Phase 1, the JMHC Steering Committee will review the RANT, LSI-R,

and other evidence-based screening tools and select the one(s) most appropriate to implement in Sangamon County using the Sequential Intercepts Model 1 and 2 points.

2. Program evaluation. SCCS will contract with SIU SOM to conduct the program evaluation (see attached plan). Janice Hill, PhD, on faculty at SIU SOM's Department of Psychiatry – Neurosciences Institute, will lead the evaluation effort. Other SIU SOM faculty, interns, and residents will assist Dr. Hill. SCCS and SIU SOM will cooperate with program-related assessments or evaluation efforts conducted by BJA or its designee.
3. Provision of services for female offenders. The number of females in the Sangamon County Jail increased 18% from 158 in 2015 to 187 in 2017; however, the overall jail population only increased 6% during the same period. More than one-fourth (26%) of county detainees in 2017 were female. Despite the increased need for gender-specific services, the community offers few resources for female offenders. For example, no shelter beds are available in Sangamon County for women with a criminal history. We intend to leverage relationships through the JMH Collaborative to increase awareness about this service gap and work toward increasing shelter capacity for this subpopulation.

Opioid Abuse Reduction. Sangamon County residents who struggle with opioid addiction have access to Medication Assisted Treatment (MAT) programs at the local Federally-Qualified Health Centers in Springfield. Furthermore, Gateway Foundation, a substance abuse treatment provider, embeds staff at the county jail to screen all inmates for addictions and refer them for treatment, including MAT. The JMHC Steering Committee and program staff, many of whom serve on the Sangamon County Opioid Task Force, will refer individuals to existing services.

Category 3 Objective and Deliverables. The overall goal of the JMH Collaborative is to divert persons with mental illness from becoming involved in, or, if already involved, from remaining

in the criminal justice system. In addition to increasing public safety in Sangamon County, we propose the following six objectives: (1) Reduce recidivism among the target population (see page 3) by 30% by the end of Year 3 compared to the baseline measure established in Phase 1. (2) Reduce the number of repeat emergency contacts between local police officers and the target population by 10% by the end of Year 3. (3) Increase the number of persons served by the program who progress from identification to engagement to activation by 50% by the end of Year 3 compared to the Year 1 baseline. (4) Divert from jail 50% of individuals with MI/CMISA by the end of Year 3. (5) Increase the number of referrals to the Recovery Court by 300% by the end of Year 3. (6) Provide cross-training to 50 police officers/first responders by end of Year 2.

Phase 1. SCCS will convene a group of executive-level representatives of key partner organizations and other stakeholders to serve as the JMH Steering Committee, including but not limited to the following: SCCS Director; Illinois 7th Judicial Circuit Court; MBH President; Project Evaluator from SIU SOM Department of Psychiatry; Director of Population Health Integration at SIU SOM Department of Family and Community Medicine; Sangamon County State's Attorney, Sheriff, Public Defender, and Administrator; City of Springfield – Office of Mayor and Police Chief; representatives from the Heartland Continuum of Care and Gateway Foundation; and an individual with lived experience with CMISA and a graduate of the Mental Health/Recovery Court. The Steering Committee will be responsible for completing the Planning and Implementation Guide within the first six months of the project period (see attached Timeline). Other activities/deliverables to be completed during Phase 1 include the following:

Start-Up Process: Establish data sharing agreements and MOUs between and among organizations that serve the target population; Select the evidence-based model (see page 8); and Develop a flowchart that maps the possible paths from initial contact to service plan completion.

Multi-disciplinary Outreach (MDO) Team Process: Finalize the MDO Team structure, responsibilities, and accountability; Hire/assign staff to the MDO Team. The preliminary staffing plan includes two full-time positions to be supported by BJA grant funds: Behavioral Health Specialist (co-located at the County Jail) and a Pre-Trial Officer (see page 7).

Data Systems: The Steering Committee will develop a centralized data system to facilitate early identification of persons with MI/CMISA prior to arrest. The JMHC Collaborative intends to adapt one or both of the existing data systems currently in use in Sangamon County: the Crisis Intervention Team (CIT) data form used by the Springfield Police Department and Service Point used by the Heartland Continuum of Care. The CIT form, which currently is used sporadically and is completed manually, will need to be converted to electronic format and linked to a data storage and retrieval system. Service Point will need to be customized for JMHC data collection and tracking. Sangamon County also will execute a Jail Data Link (JDL) contract with the Illinois Department of Human Services. JDL, which cross-references the names of the top 100 high jail utilizers with the top emergency room utilizers, has shown to be effective in alerting local mental health providers and law enforcement officers when a person with a history of MI/CMISA engages with the criminal justice system.

Measurement: Select evidence-based screening tools; and Develop a mechanism to establish baseline measures and track program objectives such as diversion and recidivism rates.

Training. The Steering Committee will develop a detailed training plan that will outline the specific trainings to be offered, the target audience for each type of training, and the timeframe.

Phase 2. Upon BJA approval of the Planning and Implementation Guide, SCCS and the Steering Committee will implement program activities/deliverables as outlined below (also see Timeline).

The *MDO Team* will include representatives from the sectors pertinent to the individual's needs;

therefore, the MDO Team's composition will vary from case to case. In addition to the Behavioral Health Specialist (BHS) and Pre-Trial Officer (P-TO), other MDT members may include a CIT Officer, Specialty Court and State's Attorney representatives, housing provider, addiction counselor, among others. The MDO Team members will develop and implement individualized service plans, provide case management/care coordination, submit reports to the JMHC Steering Committee, and participate in the LEARN (Law Enforcement Agency Response Network) interagency group, which meets monthly to discuss related issues.

Data Systems: Sangamon County Jail will implement the Jail Data Link system and the centralized data system among organizations involved in the JMHC Collaborative. POs/FRs will use a common data form to collect client data among members of the target population they encounter. The system will store the data electronically and issue alerts to the State's Attorney's office and the MDO Team.

Measurement. The Project Director and Project Evaluator will report to the Steering Committee and the LEARN interagency group the progress toward achieving project objectives and seek their input regarding remaining service gaps and possible solutions.

Training. Implement the cross-system training plan developed during Phase 1.

Direct Services: The BHS will provide diagnostic and therapeutic outpatient services to Sangamon County Jail inmates with a diagnosis of MI/CMISA or who exhibit symptoms of MI/CMISA. The P-TO will be a Probation Officer assigned to staff the MDO Team and conduct brief screenings during the intake process at the County jail, refer individuals to the BHS or other treatment provider for further assessment as needed, and supervise all program participants. The MDO Team will refer individuals for wrap-around services as per the Sequential Intercepts Model (Intercepts 1 Pre-Arrest and 2 Post-Arrest) and the individualized service plans, including

but not limited to the Integrated Wellness Clinic, substance abuse treatment, housing counseling, among others. The MDT will provide care coordination to ensure individuals referred for treatment or supportive services keep their appointments and to remove barriers to completing their service plan. If follow-up assessments indicate the individual is not progressing through the stages of change as anticipated, the LEARN group will review the case and recommend one or more interventions to improve the individual's recovery outcomes.

Evidence-Based Programs and Practices. The JMH Collaborative will incorporate elements of the Risk-Need-Responsivity and Sequential Intercepts models that have proven effective with pre-trial diversion and recidivism reduction programs among the target population in other communities. As indicated in Phase 1 above, the Steering Committee will consider the costs and benefits of national models such as LEAD and Stepping Up and select the one that best applies to Sangamon County and the program objectives. For example, if we opt to become a LEAD site, we will have access to free training and other resources; however, we will be expected to mentor other communities.

CAPABILITIES AND COMPETENCIES

Organizational Capacity. The Sangamon County Court Services (SCCS) Department is an integral partner of a model justice system that operates under the authority of the Chief Judge of the 7th Judicial Circuit in Illinois. Our mission is *to reduce recidivism in the community and contribute to public safety by promoting positive behavior change*. To achieve our mission, we operate programs organized into four divisions, one of which is Adult Services, which involves monitoring, supervising, and counseling offenders sentenced to probation, conditional discharge, or court supervision.

Key Personnel. The four key personnel described below possess the knowledge, skills, and

experience to deliver the required services for the JMH Collaborative program and ensure its success. Their resumes and job descriptions are attached, along with the uniform job descriptions for two vacant positions – the Behavioral Health Specialist and Pre-Trial Officer.

Michael Torchia, Director of the Sangamon County Court Services Department (SCCS), will serve as the Project Director/Grant Administrator to ensure the project achieves the established objectives within the designated timeframes. He holds a Master’s degree in Public Administration and has served as Director since 2009. Mr. Torchia’s responsibilities will include facilitating Steering Committee meetings, overseeing project deliverables, submitting reports to BJA, and coordinating evaluation efforts with the local evaluator and with BJA.

Janice Hill, PhD, a research instructor with the SIU School of Medicine Department of Psychiatry, will serve as the Project Evaluator. Dr. Hill’s responsibilities will include overseeing the Sequential Intercepts assessment and collecting and monitoring data for reporting and formative evaluation. She holds a Doctorate degree in Criminology and Criminal Justice.

Probation Manager Kenton Holsopple will serve as the Program Manager, overseeing the daily operations. Mr. Holsopple received a Bachelor’s degree in Social Justice and has held his current position since 1998.

Administrative Support Manager Julie Collins will enter screening and assessment data into the centralized data system and will assist the Project Director with managing financial and program data and preparing reports. Ms. Collins has held her current position since 2009.

Collaborative Partners. See attached letters of support from the following agencies that will participate in the JMHC Steering Committee: SCCS is the Applicant criminal justice agency and will employ the Pre-Trial Officer and contract with the partnering agencies below for other program deliverables. Memorial Behavioral Health (MBH) is an affiliate of Memorial Health

System and one the largest providers of behavioral health care in central Illinois. MBH will employ the Behavioral Health Specialist assigned to the JMHC Collaborative. MBH also employs Mental Health First Aid trainers and has experience training POs/FRs. Southern Illinois University School of Medicine will conduct the local evaluation, provide quality oversight, and continue their effort to increase the use and application of the CIT reporting forms. Other partnering organizations include: Illinois Seventh Judicial Circuit Court; Sangamon County (SC) Board; the Offices of SC Sheriff, State’s Attorney, and Public Defender; Springfield Police Department and the Office of the Mayor. Although not a formal organization, the LEARN interagency group will serve in an advisory capacity to the JMHC Steering Committee.

DATA COLLECTION PLAN

The Office of Justice Programs requires the use of the Grants Management System (GMS) for semiannual and annual reporting. The Project Director, Project Evaluator, Project Coordinator, and one data entry person will be trained to use GMS for data entry and retrieval. Project personnel also will be trained to use the Performance Measurement Tool to collect data for submission to the GMS. All data collection instruments and processes will be approved by the Springfield Committee for Research Involving Human Subjects and will comply with Federal privacy and confidentiality requirements. See attached Preliminary Program Evaluation Plan.

PLAN FOR MEASURING PROGRAM SUCCESS TO INFORM PLAN FOR SUSTAINMENT

During Phase 1, the Steering Committee will identify funding options to sustain the program beyond the three-year federal funding period. We anticipate that the participant outcomes related to increased diversion and decreased recidivism, combined with a significant cost-savings for Sangamon County agencies, will present a strong case for future funding.

Project Time and Task Plan-Sangamon County Justice/Mental Health Collaboration

The three (3) years' timeline is broken down per year presented here has been designed to respond to the project's implementation objective of increase public safety and reduce recidivism among high risk people with MI and CMISA such as: (a) training local enforcement personnel to quickly and accurately identify mentally ill individuals and to appropriately deal with these individuals in an appropriate manner; (b) providing necessary resources and services in order to avoid detaining the mentally ill offender if appropriate; (c) enabling court service personnel and mental health professionals to quickly and accurately identify mentally ill detainees through screening and assessments; (d) initiating and implementing joint discharge planning (i.e., involving both jail staff, pretrial officers, and case managers), (e) following through with the discharge planning after jail exit, and (f) reducing jail recidivism.

Year One-2019

Activity	Month												Responsible Party	
	1	2	3	4	5	6	7	8	9	10	11	12		
Process Activities														
Assign Court Services personnel to project	x													Court Services
SIU-SOM assigns program evaluator to the project	x													SIU-SOM
Hiring Behavioral Health Specialist								x						MBH
Hiring Pretrial Officer								x						Court Services
Screening/Assessment on jail inmates for mental health								x	x	x	x	x		MBH-Behavioral Health Specialist/Pretrial Officer
Convene Steering Committee Meeting	x	x	x	x	x	x	x	x	x	x	x	x	x	Steering Committee*
Convene Multi-Disciplinary Team (MDT) Meetings	x	x	x	x	x	x	x	x	x	x	x	x	x	Steering Committee*/MDT Committee**
Identify training topics and training plan based on Steering Committee's recommendations	x	x	x	x	x	x								Court Services, MBH and SIU-SOM
Develop and Implement agreements/MOUs/contracts	x	x												Steering Committee*
Develop a Implementation Guide	x	x	x	x	x	x								Steering Committee*

Activity	Month												Responsible Party
	1	2	3	4	5	6	7	8	9	10	11	12	
Develop a Data Collection Plan	x	x	x	x	x	x							SIU-SOM
Implement Training Plan							x	x	x	x	x	x	Court Services, MBH and SIU-SOM
Technical Assistance from Technical Assistance Provider	x	x	x	x	x	x	x	x	x	x	x	x	Technical Assistance Provider
Participate with Technical Assistance Provider to complete Implementation Guide	x	x	x	x	x	x	x	x	x	x	x	x	Steering Committee*
Implement Implementation Guide							x	x	x	x	x	x	Steering Committee*/MDT Committee**
Participate in technical assistance meetings/trainings with technical assistance provider (phone, on-site, webinars, etc.)		x		x		x		x		x		x	Steering Committee*/MDT Committee**
Participate in training/consultation on mental health, substance abuse, Seq. Intercept model, CITs, etc.													Steering Committee*
Compile baseline data and system info/Needs assessment	x	x	x										SIU-SOM with input from Steering Committee*
Attend BJA Peer-to Peer Site Visit (Date TBA)				x									Steering Committee*/MDT Committee**
Conduct implementation activities							x	x	x	x	x	x	Steering Committee*/MDT Committee**
Evaluation Activities													
Track planning progress	x	x	x	x	x	x							Court Services and SIU-SOM
Conduct process evaluation interviews							x	x	x	x	x	x	SIU-SOM
Tracking implantation progress							x	x	x	x	x	x	Court Services and SIU-SOM
Prepare required reports	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and

Activity	Month												Responsible Party
	1	2	3	4	5	6	7	8	9	10	11	12	
													SIU-SOM
Data Collection	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and SIU-SOM
Data analysis												x	Court Services and SIU-SOM
<i>* All Steering Committee members include Court Services, Memorial Behavioral Health (MBH), Southern Illinois University (SIU-SOM), Judiciary, States Attorney, Sheriff, Public Defender, Springfield Police Department, Heartland Continuum of Care, Gateway Foundation, and an individual who has graduated from Mental Health Court. **All Multi-Disciplinary Committee members include representatives from the Steering Committee's entities and other service and community providers.</i>													

Year Two-2020

Activity	Month												Responsible Party
	1	2	3	4	5	6	7	8	9	10	11	12	
Process Activities													
Screening/Assessment on jail inmates for mental health/substance abuse		x	x	x	x	x	x	x	x	x	x	x	MBH-Behavioral Health Specialist/Pretrial Officer
Convene Steering Committee Meeting			x			x			x			x	Steering Committee*
Convene Steering Committee Meeting	x	x	x	x	x	x	x	x	x	x	x	x	MDT Committee**
Identify training topics based on Stakeholder's recommendations		x			x			x				x	Court Services, MBH and SIU-SOM
Continue with the implementation of Training Plan			x			x			x			x	Court Services, MBH, and SIU-SOM
Continue with implementation of the Implementation Guide and activities	x	x	x	x	x	x	x	x	x	x	x	x	Steering Committee*/MDT Committee**
Participate in technical assistance meetings/trainings with technical assistance provider (phone, on-site, webinars, etc.)		x		x		x		x		x		x	Steering Committee*

Activity	Month												Responsible Party
	1	2	3	4	5	6	7	8	9	10	11	12	
Participate in training/consultation on mental health, substance abuse, Seq. Intercept model, CITs, etc.	x			x			x			x			Steering Committee*/MDT Committee**
Conduct implementation and sustainability activities			x			x			x			x	Steering Committee*
Evaluation Activities													
Track implementation progress	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and SIU-SOM
Conduct process/outcome evaluation interviews	x	x	x	x	x	x	x	x	x	x	x	x	SIU-SOM
Prepare required reports	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and SIU-SOM
Data Collection	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and SIU-SOM
Data analysis												x	Court Services and SIU-SOM
<p><i>* All Steering Committee members include Court Services, Memorial Behavioral Health (MBH), Southern Illinois University (SIU-SOM), Judiciary, States Attorney, Sheriff, Public Defender, Springfield Police Department, Heartland Continuum of Care, Gateway Foundation, and an individual who has graduated from Mental Health Court. **All Multi-Disciplinary Committee members include representatives from the Steering Committee's entities and other service and community providers.</i></p>													

Year Three-2021

Activity	Month												Responsible Party
	1	2	3	4	5	6	7	8	9	10	11	12	
Process Activities													
Screening/Assessment on jail inmates for mental health/substance abuse		x	x	x	x	x	x	x	x	x	x	x	MBH-Behavioral Health Specialist/Pretrial Officer
Convene Steering Committee Meeting			x			x			x			x	Steering Committee*
Convene Steering Committee Meeting	x	x	x	x	x	x	x	x	x	x	x	x	MDT Committee**

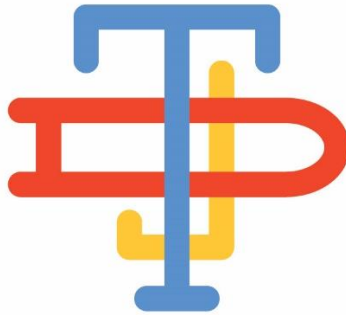
Activity	Month												Responsible Party
	1	2	3	4	5	6	7	8	9	10	11	12	
Identify training topics based on Stakeholder's recommendations		x			x			x			x		Court Services, MBH and SIU-SOM
Continue with the implementation of Training Plan			x			x			x			x	Court Services, MBH, and SIU-SOM
Continue with implementation of the Implementation Guide and activities	x	x	x	x	x	x	x	x	x	x	x	x	Steering Committee*/MDT Committee**
Participate in technical assistance meetings/trainings with technical assistance provider (phone, on-site, webinars, etc.)		x		x		x		x		x		x	Steering Committee*
Participate in training/consultation on mental health, substance abuse, Seq. Intercept model, CITs, etc.	x			x				x				x	Steering Committee*/MDT Committee**
Conduct implementation and sustainability activities			x			x				x		x	Steering Committee*
Evaluation Activities													
Track implementation progress	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and SIU-SOM
Conduct process/outcome evaluation interviews	x	x	x	x	x	x	x	x	x	x	x	x	SIU-SOM
Prepare required reports	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and SIU-SOM
Data Collection	x	x	x	x	x	x	x	x	x	x	x	x	Court Services and SIU-SOM
Data analysis												x	Court Services and SIU-SOM
* All Steering Committee members include Court Services, Memorial Behavioral Health (MBH), Southern Illinois University (SIU-SOM), Judiciary, States Attorney, Sheriff, Public Defender, Springfield Police Department, Heartland Continuum of Care, Gateway Foundation, and an individual who has graduated from Mental Health Court. **All Multi-Disciplinary Committee members include representatives from the Steering Committee's entities and other service and													

Activity	Month												Responsible Party
	1	2	3	4	5	6	7	8	9	10	11	12	
<i>community providers.</i>													

CITY OF MADRAS, OREGON

GRANT WRITING SERVICES

STATEMENT OF QUALIFICATIONS



TJD CONSULTING

Submission Date: November 16, 2023

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November 16, 2023

Nick Snead
Community Development Director
City of Madras
125 SW E. Street, Madras, OR 97741

Dear Mr. Snead:

TJD Consulting is pleased to submit this response to the Statement of Qualifications (SOQ) for Grant Writing Services to the City of Madras (City). As the CEO/Owner of TJD Consulting, I am legally authorized to submit this proposal and enter into a service agreement with the City. TJD Consulting is a small business started in 2018, providing grant prospecting and writing, grant administration, management consulting, and proposal evaluation services to governmental units, nonprofit organizations, and private sector businesses. However, the TJD Consulting team has over 100 years of combined experience writing and managing federal, state and foundation grants; and we stand ready to utilize this expertise to assist the City in expanding its grant portfolio. No other firms will be involved in any services provided to the City.

I have thoroughly reviewed and understand all elements of this SOQ. It is the intent of TJD Consulting to perform the services as outlined in the SOQ. I have no objections to any of the expectations and terms defined in this SOQ by the City. I express my willingness to enter into an agreement under the terms and conditions prescribed therein. All grant related services will be conducted at the offices of TJD Consulting, located at 11517 Cypress Barn, Schertz, TX 78154-2863. The company phone number is 210-883-7408. I appreciate the opportunity to submit this proposal for services to the City of Madras. If any questions arise during the proposal review process, I am the primary contact for TJD Consulting. I can be reached by phone at 210-883-7408, or by e-mail at tim@tjdconsulting.net.

Sincerely,



Tim Dusek
CEO/Owner

Background and Experience

Business Profile

Firm name: TJD Consulting

Location of offices: 11517 Cypress Barn, Schertz, TX 78154-2863

Key Contact Person/Principal: Timothy (Tim) J. Dusek – CEO/Owner
210-883-7408
tim@tjdconsulting.net

Description of Business Organization: Sole Proprietorship

Number of years in business: Five (began operations February 2018)

Types of services and products offered: Grant funding research, grant writing, grant administration, management consulting, and proposal evaluation services

System for Award Management (SAM) status: TJD Consulting is currently registered in SAM and has not been debarred or suspended at any time. The firm's Unique Entity Identifier is UMQ5GJJ9PJJ6 and the DUNS is 081338611.

Information on pending or past litigation/judgments: TJD Consulting has never been involved in any litigation and has never been adjudicated liable for professional malpractice.

Bankruptcy or Re-organization: TJD Consulting has never been involved in any bankruptcy or re-organization proceedings.

Statement of firm's background and financial stability: This statement serves as attestation that TJD Consulting is currently providing grant consulting services to governmental units, including city and county governments, and public utilities. TJD Consulting has sufficient financial resources to complete any project on a cost reimbursement basis and will not request advance payments.

Founded in 2018, TJD Consulting is a small but growing grant consulting firm with 13 public sector clients in 4 states, including the local governmental units of Wayne County, North Carolina; the City of Buda, Texas; and Norwich Public Utilities in Connecticut. We currently have 4 grant writers/managers with over 100 years of combined experience in the public and non-profit sectors; and we plan to add additional team members as our client base expands.

We have built a strong reputation with our clients by being a trusted resource for them, and by providing a high level of familiarity and continuity through a personalized one-on-one relationship that larger firms simply cannot offer. We are experts in the areas of grant funding research and identification, preparing comprehensive and concise grant proposal packages, submitting grants in a timely fashion, and following through after the grant has been submitted. TJD Consulting conducts a thorough funding needs analysis at the outset of a service agreement with new clients and revisits the needs analysis on at least a quarterly basis to discuss any new areas of grant need. Through years of experience, our grant writers have a proven track record of success and have mastered their skills in identifying, researching, and obtaining funding for projects at every level of government. We are diligent and subscribe to a wide range of grant search portals that allow us to track Federal, State, and private grants available in a wide variety of disciplines and public policy areas on a continual basis. Our grant writers/managers have secured over \$150 million in grant awards in their careers, largely from State and Federal agencies. We also have extensive experience in grant administration, grant management, and grant reporting and compliance.

One of the core values of TJD Consulting is to transcend the administrative role of simply being a contractor, and instead serve as an active partner and promoter of our government clients by helping them achieve their goals and vision. Our clients will never be viewed as just another account; instead, we see ourselves as their trustees in developing creative revenue sources to fund capital services, maintenance and operations, and projects that protect the City's natural environment and preserve its culture and history. We will ensure that the City of Madras is strategically poised to capitalize on time-limited historic investments and competitive grant opportunities, including the Infrastructure Investment and Jobs Act (IIJA) and the Inflation Reduction Act (IRA).

Other basic operating tenets we abide by include maintaining confidentiality of customer records, being dependable, delivering thoroughness and accuracy in our work, and exhibiting the utmost professionalism at all times. Ultimately, our primary focus will be ensuring the satisfaction of the City's Mayor and Council, department management, staff, and residents.

Staff Qualifications

The staff who will be assigned to this project include Tim Dusek, CEO/Owner of TJD Consulting and primary point of contact with the City; Vickie Reece, Grant Writer/Manager; Norma Davila, Grant Writer/Manager; and Rene Gonzalez, Grant Writer/Manager. The resumes listed below include qualifications, background, relevant skills, and number of years of experience in grant writing and management services.

Tim Dusek, CEO/Owner of TJD Consulting, is a grant professional with over 20 years of experience conducting grant funding research, as well as writing and administering a wide variety of grants. He has a Bachelor's Degree in Public Administration from the University of Texas at San Antonio. Mr. Dusek has written federal, state and foundation grants ranging in award from \$6,000 to \$44,000,000. In addition to writing a large number of federal and state grants, he also has significant experience managing most of the grants he wrote. His experience managing grants that corresponds to the services sought in this SOQ include program and project design, coordinating with community partners, responding to funder requests for information, preparation and submittal of performance and financial reports to funders, evaluating grant progress to determine a need for changing the scope of work or budget, submitting reimbursement requests, and completing grant close-out activities.

The bulk of Mr. Dusek's professional career as a grant writer has been spent with two large government agencies – Workforce Solutions Alamo (WSA) and the Guadalupe-Blanco River Authority (GBRA), and he has been an independent grant consultant for over five years. Over 90% of the grant proposals he has written were submitted to federal and state agencies, with over \$85,000,000 in awards. He has written numerous proposals across a wide array of disciplines, including grants for:

- Recreational Trails
- Parks / Playgrounds
- Low-Impact Developments / Green Infrastructure
- Electric Grid Improvements
- Library Services and Programming
- Water and Wastewater Treatment Plants Infrastructure
- Flood Protection Planning
- Hazard Mitigation
- Water Conservation and Stewardship
- Water Quality Issues
- River Logjam and Debris Removal
- Health and Human Services
- Workforce/Economic Development
- Youth Development
- Environmental Education

Most of Mr. Dusek's grant writing experience was with Workforce Solutions Alamo (WSA), based in San Antonio, Texas, from 2001-2013. WSA is the local workforce development board for the 13-county Alamo Service Delivery Area, and is charged with administering various employment and training programs. The total annual operating budget for WSA is approximately \$80,000,000. While at WSA, he wrote and administered grants for federal and state workforce development and youth development programs. Funders included the U.S. Department of Labor, U.S. Department of Agriculture, U.S. Department of Health and Human Services, the Texas Workforce Commission, and the Texas Youth Commission.

In 2015, Mr. Dusek began writing and administering grants for the Guadalupe-Blanco River Authority (GBRA), which is based in Seguin, Texas. GBRA is a political subdivision of the State of Texas that was established to develop, conserve, and protect the surface water resources of the Guadalupe River and its tributaries. GBRA provides stewardship for water resources in its ten-county statutory district, which begins near the headwaters of the Guadalupe and Blanco Rivers in the Texas hill country, and ends at San Antonio Bay. The total annual operating budget for GBRA is \$65,000,000. GBRA was created in 1933 with the mandate to develop, conserve and protect the water resources of the Guadalupe River Basin and to make those waters available for beneficial use. GBRA's statutory district covers 10 counties, stretching from near the headwaters of the Guadalupe and Blanco Rivers in the Texas hill country to San Antonio Bay on the Texas Gulf coast. The total population of the 10-county district is nearly 1,000,000 and includes rapidly-growing suburban counties of the San Antonio and Austin Metropolitan Statistical Areas.

GBRA holds a Texas Commission on Environmental Quality permit to 90,000 acre-feet of water per year from Canyon Reservoir for use within the river basin. GBRA's permit to this water facilitates operations such as hydroelectric generation; water and wastewater treatment; treated water distribution; municipal, industrial and agricultural raw water supply; laboratory analyses; and recreation operations. In addition to Canyon Reservoir, GBRA operates Coletto Creek Reservoir, which serves as a cooling pond for a privately-owned electric generating plant near Victoria, TX. GBRA operates 6 water treatment plants, with treatment capacities ranging from 1.5 – 9 million gallons per day (MGD); 14 wastewater treatment plants; 7 hydroelectric plants capable of producing 22 megawatts; a diversion system with 20 miles of canals; and 4 recreational facilities that provide grounds for camping, picnicking, fishing, swimming, and boating.

In addition to writing and administering federal and state grants for the above-mentioned GBRA operations, Mr. Dusek also has experience with grants for habitat conservation plans, watershed protection plans, water quality monitoring, environmental education, low-impact developments, hazard mitigation planning, flood protection planning, and recreational trails. The wide variety of grants that he wrote and administered, many in areas mirroring the City's operations, ensures the City of Madras will be receiving services from someone who is experienced in developing a compelling proposal narrative for grants the City is seeking to maintain and enhance its

operations. He is skilled in presenting technical and statistical information necessary to illustrate the need for grant funding and any consequences of not addressing the issue or problem.

Funders of grants written for GBRA include: Federal Emergency Management Agency, U.S. Department of the Interior – Bureau of Reclamation and the U.S. Fish and Wildlife Service, U.S. Department of Agriculture – Natural Resources Conservation Service, U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, Texas State Soil and Water Conservation Board, Texas Parks and Wildlife Department, Texas Water Development Board, and the Texas Department of Public Safety – Division of Emergency Management.

In 2018, Mr. Dusek started his own business, TJD Consulting, to provide services to non-profits, small governmental organizations and municipalities, and private sector companies in the areas of grant funding needs analysis and research, proposal development, and management consulting. Mr. Dusek currently oversees grants being written for multi-department government entities similar to the City of Madras, including the City of Buda, Texas; Wayne County, North Carolina; and Norwich Public Utilities (Connecticut). He also supervises grant writing services to other government, nonprofit, and private sector clients such as Workforce Solutions Rural Capital Area, and Global Food Products. Grants written for these clients include the U.S. Department of Energy, U.S. Department of Justice, U.S. Department of Labor, and U.S. Department of Agriculture.

Finally, Mr. Dusek is the founder and immediate past president of the Alamo Area Chapter of the Grant Professionals Association (GPA). GPA is an international membership association for everyone in the grants industry, with over 4,300 members and over 50 chapters in the United States and Canada.

Vickie Reece recently retired after 24 years at Workforce Solutions Alamo (WSA), where she served as Workforce Services Program Manager. She has a Bachelor's Degree in Social Work from McMurry University in Abilene, Texas. In her role at WSA under the Texas Workforce System, she provided oversight and consultative technical work in the implementation and administration of federal and state funded employment and training grant programs including Temporary Assistance for Needy Families, Supplemental Nutrition Assistance Program, Non-Custodial Parent Programs, and Summer Earn and Learn Programs for Youth with Disabilities and Teacher Externship Program. Responsibilities included interpreting and ensuring compliance with federal and state rules, laws, regulations and policies, development, and implementation of local plans to meet state contracted goals for service delivery, and coordination with public and private entities to ensure services provided meet the needs for the local area. In addition to her workforce development programs experience at WSA, Ms. Reece also served as Program Administrator III at the Texas Department of Human Services (TDHS) for 19 years. At TDHS she was responsible for the administration (planning, organizing, and directing) of employment services funded under federal and state dollars for Aid to Families with Dependent Children (AFDC) and Food Stamp program participants. Management experience included using data to identify trends and issues that affect services delivered to participants, developing and

implementing strategies to address trends and issues that impact the delivery of quality services and the oversight for a large service delivery area in Texas, including the supervision of service delivery units consisting of supervisors, case management specialist, technicians, and clerical/support staff that provided direct employment-related services to participants.

Norma Davila is a high-performing manager with 35 years of experience developing and managing public health and pre-collegiate programs for non-profit organizations. She has a Bachelor's Degree in Sociology from the University of Texas at San Antonio, and a Master's Degree in Public Health – Community Health from the University of Texas Health Science Center at Houston. She is an experienced Senior Grant Program Director with strong leadership and relationship-building skills. Ms. Davila served as a Senior Research Assistant at the University of Texas Health Science Center at San Antonio, and as Health Program Officer at the Center for Health Policy Development, Inc. in San Antonio. She has served as Assistant Director at the Hispanic Association of Colleges and Universities in San Antonio. Ms. Davila was Senior Program Director/Education at BCFS Health and Human Services in San Antonio, where she wrote and managed multiple grant programs that served youth in foster care and those aging out of the system. Finally, she has been sole proprietor of Education Source in San Antonio for over 20 years, where she develops and implements workshops on preparing for PSAT/SAT/ACT/GRE/TSI tests; provides in-service training workshops on standardized testing, career awareness and workforce development. She also coordinates and implement seminars on college planning and financial aid; and designs and implements pre-collegiate programs, leadership seminars and workforce development programs for non-profit agencies. Some of Ms. Davila's noteworthy achievements include: Honorary Admissions Officer-United States Military Academy West Point; Graduate of New Leaders Academy - National Youth Employment Coalition; Texas Workforce Advocates - Chair of Professional Development; and Certified Workforce Development Professional - National Association of Workforce Development Professionals.

Rene Gonzalez brings 35 years of valuable skills in grant writing and managing grant programs including: program management, development, implementation, and evaluation; partnership development and management; project and grant feasibility analysis; group facilitation and team building; training and teaching/lecturing; presentation and marketing; and bilingual-bicultural presentation skills in English and Spanish. He has Bachelor's and Master's Degrees in Spanish Literature from the University of Texas, and completed a Hispanic Leadership Fellowship with the Woodrow Wilson Foundation and the New Jersey Department of Higher Education. Mr. Gonzalez worked at the University of Pennsylvania for 10 years, where he was the Founding Director of the Greenfield Intercultural Center. In this role, Mr. Gonzalez developed the initial GIC budget, programs, and facilities, including all start-up and sustaining grant-funded programs. He has 20 years of experience at the Hispanic Association of Colleges and Universities, where he managed HACU's grant programs, reviewed grant opportunities, and wrote grant proposals, resulting in \$13 million in grants from federal agencies such as NASA, NSF, DHHS, EPA, and DOC. Included in this total was \$3.54 million in grants and awards from various federal agencies, foundations, and the private sector for projects identifying effective interventions to increase

graduation rates, examining the attitudes of Latino college students toward smoking, increasing internship and career building opportunities, and recruiting student candidates for federal and corporate internships. At HACU, Mr. Gonzalez secured a \$3 million grant from the Wal-Mart Foundation to identify successful graduation and retention practices at HSIs, HBCUs, and TCUs. In his most recent position as Program Director at Healthy Futures of Texas, Mr. Gonzalez managed the agency's first federal grant in the amount of \$4.3 million from the Office of Adolescent Health's (U.S. Department of Health and Human Services) Teen Pregnancy Prevention Program in three rural/border school districts in Eagle Pass, Del Rio, and Carrizo Springs, Texas.

Successfully Funded Applications

Examples of the TJD Consulting team’s successfully funded grant proposals to government agencies that may be of interest and relevance to the City of Madras include the following:

- Funder: PepsiCo Beverages North America
Program: North America Water Replenishment Program
Agency Funded: Guadalupe-Blanco River Authority
Name of Project: Replace Infrastructure and Eliminate Loss of Water Supply in the Guadalupe River Basin and San Antonio River Basin
Amount Awarded: \$1,200,000
Year Awarded: 2022

- Funder: Federal Emergency Management Agency
Program: Cooperating Technical Partners – Fiscal Year 2022
Agency Funded: Guadalupe-Blanco River Authority
Name of Project: Hydrologic Modeling and Flood Risk Mapping in the Middle Guadalupe River Basin
Amount Awarded: \$300,000
Year Awarded: 2022

- Funder: U.S. Department of the Interior – Bureau of Reclamation
Program: Small-Scale Water Efficiency Projects
Agency Funded: Guadalupe-Blanco River Authority
Name of Project: Hog Bayou Emergency Levee Repairs – Phase II
Amount Awarded: \$75,000
Year Awarded: 2021

- Funder: U.S. Department of Labor
Program: H-1B Rural Healthcare Grant Program
Agency Funded: Workforce Solutions - Rural Capital Area
Name of Project: Rural Healthcare Initiative
Amount Awarded: \$2,500,000
Year Awarded: 2021

- Funder: Texas Parks and Wildlife Department
Program: Recreational Trails Grants Program
Agency Funded: Guadalupe-Blanco River Authority
Name of Project: Coletto Creek Park Trail Improvements
Amount Awarded: \$101,900
Year Awarded: 2021

- Funder: U.S. Fish and Wildlife Service
 Program: Section 6 Grants Program
 Agency Funded: Guadalupe-Blanco River Authority
 Name of Project: Habitat Conservation Plan Development for the Guadalupe River Basin
 Amount Awarded: \$1,000,000
 Year Awarded: 2020

- Funder: Texas Parks and Wildlife Department
 Program: Recreational Trails Grants Program
 Agency Funded: Guadalupe-Blanco River Authority
 Name of Project: Canyon Lake Gorge Recreational Trail Construction
 Award Amount: \$200,000
 Year Awarded: 2020

- Funder: Texas Parks and Wildlife Department
 Program: Recreational Trails Grants
 Agency Funded: Guadalupe-Blanco River Trust
 Name of Project: Plum Creek Wetland Preserve Multi-Use Trail
 Award Amount: \$200,000
 Year Awarded: 2018

- Funder: Texas Commission on Environmental Quality
 Program: Clean Water Act Section 319(h) Nonpoint Source Grant Program
 Agency Funded: Guadalupe-Blanco River Authority
 Name of Project: Bacteria Source Tracking, Installation of Low-Impact Developments, and Environmental Education Site Coordinator to Support Implementation of the Geronimo and Alligator Creeks Watershed Protection Plan
 Award Amount: \$127,755
 Year Awarded: 2018

- Funder: Texas Water Development Board
 Program: Flood Protection Planning Grants
 Agency Funded: Guadalupe-Blanco River Authority
 Name of Project: Caldwell and Hays Counties Rainfall Gauges and Warning Sirens
 Award Amount: \$108,094
 Year Awarded: 2016

- Funder: U.S. Department of Agriculture – Natural Resources Conservation Service
 Program: Emergency Debris Removal
 Agency Funded: Guadalupe-Blanco River Authority
 Name of Project: River Debris Removal in Caldwell and Hays Counties
 Award Amount: \$1,639,860
 Year Awarded: 2016

- Funder: U.S. Department of Agriculture – Natural Resources Conservation Service
 Program: Emergency Debris Removal
 Agency Funded: Guadalupe-Blanco River Authority
 Name of Project: River Debris Removal in Calhoun, Refugio, and Victoria Counties
 Award Amount: \$594,056
 Year Awarded: 2016

In addition to the grant awards listed above, below is information regarding current or recently submitted proposals for clients:

- Wayne County, North Carolina; grant proposals for:
 1. Library programming, including a Learning Lab and STEM Academy, submitted to the Burroughs Wellcome Fund in the amount of \$180,000; submitted in June 2023, notification of awards has not been announced
 2. Emergency Medical Services Department for two ambulances funded through the U.S. Department of Health and Human Services in the amount of \$450,000; submitted August 5, 2023
 3. Emergency Medical Services Department for a new EMS Station, proposal currently under development to be submitted to the U.S. Department of Health and Human Services in the amount of \$2,011,000

- Norwich Public Utilities: Electric grid improvements funded through the U.S. Department of Energy in the amount of \$3,534,837.00; submitted June 2023, notification of awards has not been announced.

- City of Buda, Texas: Wastewater service extension funded through the U.S. Environmental Protection Agency; proposal currently under development in the amount of \$1,636,364.00.

Public Sector References

LaMarriol Smith
Guadalupe-Blanco River Authority
512-496-3743
LLS@llsmithenterprises.com
supervisor 2015-2022

Diane Tackett
Workforce Solutions Rural Capital Area
512-244-7966
diane.tackett@ruralcapital.net
client 2020-present

Berry Gray
Wayne County, North Carolina
919-731-1650
berry.gray@waynegov.com
client 2023-present

Wendy Smith
City of Buda, Texas
512-523-1012
wendy.smith@budatx.gov
client 2023-present

Eric McDermott
Norwich Public Utilities
860-823-4173
ericmcdermott@npumail.com
client 2022-present

Scope of Work

The methodology and approach TJD Consulting has successfully implemented to accomplish the tasks outlined in the City's scope of work are described below.

a) Funding Needs Analysis / Bi-Weekly Meetings with Staff

Immediately after contract execution, we will work with City officials to schedule initial meetings with management staff of various departments for the purpose of: (1) discussing the departments' grant needs, priorities, and goals; and (2) acquiring a personal feel for the City and learning first-hand the operations of its various departments. These meetings can be conducted via Zoom or in person, based on the prerogative of the City. TJD Consulting was conducting virtual meetings well before the pandemic; but we also find great benefit in conducting in-person visits to our clients' locales for 2-3 days at the outset of the service agreement. After completing the meetings with City staff, we will compile and analyze the information collected and issue a report detailing our determinations and recommendations for specific project needs. We will also meet with City officials via Zoom on a bi-weekly basis to review grant opportunities found in our funding research, as well as the status of grant applications already submitted.

b) Grant Feasibility Research

TJD Consulting will research and identify potential grants, including conducting a review of identified Request for Proposals (RFPs) and Notices of Funding Availability (NOFAs) to determine a fit with the City's goals and needs. We subscribe to nearly two dozen grant search and agency portals, and receive daily or weekly e-mail blasts of funding announcements, ensuring that our clients are aware of all possible grant opportunities.

Included in the Grant Funding Research task will be a **Bi-Weekly Report** listing possible grant opportunities, with a synopsis describing the funder and program, eligibility requirements, match/cost-share provisions, award range, and due date. The report will be forwarded to the appropriate administration and management staff of the City prior to our bi-weekly meetings. We will assist the City in deciding which grants fit best with the projects identified during the funding needs analysis. We are skilled in advising the City on the strength of their project when competing for the grant, and will make recommendations based on the City's ability to meet the grantor's program guidelines and any match requirements. This task will be completed on a continual basis.

c) Grant Application Preparation

Below is a breakdown of the steps typically included in the proposal development process:

- a. Meet with the appropriate department staff to review highlights of the funding opportunity, determine project ideas and objectives, deliverables, budget, staff

resources required, and potential stakeholders or partners' expected roles and contact information. Phone calls and video conferencing will primarily be utilized, in addition to requested site visits.

- b. Develop a project workplan clearly outlining the timeline for proposal development; any items needed and assignments for City management and staff; and due dates for each step in the proposal development process.
- c. Contact and meet with identified stakeholders to get their commitment and support of the grant proposal, and to obtain any information relevant to the proposed grant project. This task would be accomplished by phone, video conference, e-mail, or during any scheduled site visits to the City.
- d. Draft letters of commitment or support for stakeholder and partner signatures, send to City leadership and management for review, submit to stakeholders and partners, and follow up for signatures.
- e. Develop the proposal narrative/statement of work in accordance with funding announcement's evaluation criteria. This is the most time-intensive step of the proposal development process.
- f. Develop project budget and justification, including any research needed to determine costs for contractual, construction, equipment, and supplies.
- g. Complete all required attachments and standard forms per grantor guidelines.
- h. Submit drafts of cover letter, proposal, budget/justification, attachments, and forms to the City for management staff review and feedback.
- i. Complete all necessary edits and re-submit proposal to City management for final review.
- j. Submit proposal to grantor and confirm successful submittal with City leadership.

The timeframes for developing proposals range from 6-40 hours for foundation grants, 50-70 hours for state and some federal grants, and 70-100 hours for large federal grants.

Taking the lead in developing a grant proposal is something our writers are comfortable doing; and we strive to minimize the time of our clients' staff in the proposal development process. Our clients award service agreements with TJD Consulting with the expectation that a large share of time spent on the proposal development process will be borne by grant consultant staff, allowing City staff to focus on their core day-to-day delivery of services to clients, customers, and ratepayers.

In addition to time spent consulting with City staff concerning proposal development, we will coordinate all other grant services activities with managers, and staff on a regular basis. Coordination will primarily occur through electronic means, with occasional site visits conducted if needed by the City. We will be available for consultation by phone or e-mail during all City business days and hours. If we are not able to answer a call, we will respond to all messages prior to the end of the day in which the voicemail or e-mail was sent.

d) Grant Administration

In the area of grant administration, the TJD Consulting team is able to utilize its vast experience “on the other side of the desk” that many firms solely focused on grant writing may not be able to offer. We have experience serving as grants administrators, which includes assistance with post-award grant management activities, such as grant program design, recommendations for successful implementation and completion of grant activities, communication with funders, compliance with grantor policies and requirements, completion of reimbursement requests, submittal of funder-required performance and financial reports, and interpretation of updates or changes in grantor policies or regulations. We have a proven record of successfully administering grant programs with no disallowed costs or major audit or program monitoring findings.

A key grants administration principle we adhere to is to maintain communications and relationships with funders at all stages of the grants process. This can include meeting with grants project officers prior to proposal development to present project ideas and determine whether these potential projects are within stated, or sometimes unstated, areas of interest of the funder. If a grant proposal is not selected for funding, we request a debriefing to learn of any areas of concern or weakness that may have contributed to the project not being funded.

Maintaining those communications and relationships with funders is extremely critical in post-award grant administration. As grant administrators, we are firm believers in “keeping funders happy.” This includes:

- contacting project officers for any clarification or technical assistance that may be needed, especially in areas of eligibility or allowability
- submitting all program and financial reports accurately and timely,
- following grantors’ cost reimbursement guidelines and timeframes,
- working with funders to correct any issues with reporting or reimbursement requests,
- negotiating and receiving proper approval for scope of work or budget amendments, and
- ensuring timely correction of any items identified by funders in monitoring reviews.

TJD Consulting places great emphasis on regular and open communication with our clients, and delivering exceptional results. We believe that employing the proper project management methodology is key to a project’s success. In our professional experience, we have found that the “agile” project management methodology is the most suitable and practical for the field of grantsmanship. This methodology works well for processes such as grant writing, which require significant flexibility and speed, less control, and real-time communication within a self-motivated team setting. The agile methodology is highly interactive and allows for rapid adjustments throughout a project, both of which are characteristics prevalent - and necessary -

in the grants world. Agile is the preferred methodology for TJD Consulting because it is easier to identify issues quickly and to make any necessary modifications early in the grant development process, rather than having to wait until testing is complete (as is common in other project methodologies such as “waterfall”). Agile means being flexible and only doing what is necessary in order to be successful. Agile has proven to offer repeatable processes, reduces risk, allows for immediate feedback, provides fast turn-around and reduces complexity, all of which are desired hallmarks of grantsmanship. This methodology is also effective in successfully addressing and overcoming administrative challenges in developing a grant proposal, which can include lack of responsiveness from federal or state project officers who are contacts regarding the funding announcement, deficiencies in communication and collaboration between staff and/or stakeholders, or receiving letters of support in a timely manner.

There are twelve key principles that guide agile project management; and they will prove to be very effective in managing a project such as that sought by the City. These guiding principles include:

- *Customer satisfaction is always the highest priority and is achieved through rapid and continuous delivery.*
- *Changing environments are embraced at any stage of the process to provide the customer with a competitive advantage.*
- *A product or service is delivered with higher frequency.*
- *Stakeholders and project developers collaborate closely on a regular basis.*
- *All stakeholders and team members remain motivated for optimal project outcomes, while teams are provided with all the necessary tools and support, and are trusted to accomplish project goals.*
- *Face-to-face meetings are deemed the most efficient and effective format for project success (including video conferencing).*
- *A final working product is the ultimate measure of success.*
- *Sustainable development is accomplished through agile processes whereby development teams and stakeholders are able to maintain a constant and ongoing pace.*
- *Agility is enhanced through a continuous focus on technical excellence and proper design.*
- *Simplicity is an essential element.*
- *Self-organizing teams are most likely to develop the best architectures and designs and to meet requirements.*
- *Regular intervals are used by teams to improve efficiency through fine-tuning behaviors.*

TJD Consulting is confident that we can deliver the services outlined in the SOQ in an efficient and timely manner. We prioritize completing high-quality products that reflect our skill and experience developing proposals and managing grant programs that stand out in an increasingly competitive, and somewhat limited, funding environment.

Cost Proposal

The cost proposal in the first table includes ongoing services that total 1,176 task hours annually, or 98 hours monthly that will be reserved for delivery of services to the City of Madras. The hourly rate for services is \$80.00. However, of the 1,176 task hours, 840 are billable hours broken out by task, with the reduction in billable hours due to a significant discount being offered for Grant Feasibility Research / Bi-Weekly Reports services. The second table provides details regarding the discount. Grant Feasibility Research and a Bi-Weekly Report detailing this research will be billed under one task totaling 432 annual hours (384 hours dedicated to Grant Funding Research, and 48 annual hours for Bi-Weekly Reports). Through the proposed discount, TJD Consulting is guaranteeing up to 8 hours of grant funding research per week (384 hours annually), but the City will only be charged for 1 hour maximum per week (4 hours monthly and 48 hours annually). The proposed monthly discount is \$2,240.00, which equates to an annual savings of \$26,880.00. The total number of hours per task are negotiable; and TJD Consulting has the capacity to increase, or decrease, hours dedicated to grant writing and grant administration based on the City’s desired level of services and amount budgeted. The third table includes reimbursable expenses. Costs for copies, binding, and overnight shipping will only be incurred if the funding agency requires the application be submitted as a hard copy rather than online.

Table 1

Cost Proposal				
Project Task	Hourly Rate	Projected Task Hours	Billable Hours	Total Cost
Bi-Weekly Meetings with Staff / Funding Needs Analysis	\$80.00	64	64	\$5,120.00
Grant Feasibility Research / Bi-Weekly Reports	\$80.00	384	48	\$3,840.00
	\$80.00	48	48	\$3,840.00
Grant Application Development	\$80.00	500	500	\$40,000.00
Grant Administration & Reporting	\$80.00	180	180	\$14,400.00
Total Task & Billable Hours		1,176	840	\$67,200.00
Monthly Cost: \$5,600.00				

Table 2

Grant Funding Research Discount					
Task	Hourly Rate	Task Hours	Billable Hours	Discount	Total Cost
Grant Funding Research	\$80.00	384	48	\$26,880.00	\$3,840.00

Table 3

Reimbursable Expenses	Rates
Travel (Airfare, Hotel, Rental Car, Meals)	At Cost
Copies	\$0.20 per page (Black/White) \$0.40 per page (Color)
Postage, Binding, Overnight Shipping	At Cost

Professional &
Consulting Services

Grant Writing Services

Statement of Qualifications

Proposal to
The City of Madras, Oregon
Global Grant Services
November 2023





Global Grant Services

Stephen Larson, Senior
Principal
William Webster,
Managing Principal

Global Grant Services,
LLC
5293 Klingsell Pl
Fairfield, CA 94533
707.863.1630
[wwebster@globalgrantser
vices.com](mailto:wwebster@globalgrantservices.com)

November 9, 2023

Nicholas Snead
Community Development Director
City of Madras

Dear Mr. Snead,

Global Grant Services, LLC is pleased to present this proposal in response to the City of Madras Statement of Qualifications (SOQ). Global Grant Services, a veteran owned company, are experts in grant writing and grant management. The Senior Principal Stephen Larson has over 20 years' experience in writing and managing grants, including teaching grant writing at two (2) major Universities; The University of Pacific – Stockton, CA, and the University of Phoenix-Sacramento, CA.

Global Grant Services, LLC's experienced Principals will work with the City of Madras staff to research grant opportunities, develop and submit grant applications, and will perform grant management actions such as completing grant cycle reports.

- Stephen Larson, MBA, Senior Principal, a Navy Veteran, and experienced grant manager that has successfully written and been awarded multiple grants to include Department of Transportation, Economic Development Administration, Department of Commerce, Department of Human and Health Services, MARAD, EPA, DOE, Natural Resource Administration, FEMA Disaster Recovery, and FEMA Emergency Management grants. These grants in just the last ten years total over \$140 million in funding toward much needed planning and infrastructure projects for multiple public and non-profit organizations. He has also authored several books to include his latest book "How to Win Your Grant, Write it in Crayon" that is available on Kindle and Amazon.
- William Webster, MBA, Managing Principal, a 20-year Air Force Veteran, is a former health care professional that has successfully written and been awarded multiple emergency management grants for Nonprofits and Special Districts. He is responsible for managing Global Grant Services' team members that will work on grant funded projects such as: Research, writing, auditing, and submitting grants.

EXECUTIVE SUMMARY

Background

The City of Madras has solicited a SOQ for a professional grant writing company or specialist to provide grant writing services for the City's upcoming projects. We have the experience and background in grant management for both city and county governments.

Company Background and Approach

Global Grant Services, LLC is a Veteran-owned company that specializes in all the requirements provided in the SOQ by the City of Madras. We have over 25 years combined experience in researching opportunities, writing grant application narratives, and fulfilling other grant management requirements. We have worked with multiple federal and state funding agencies to fund grants and establish relationships with our clients. Our primary office is in Fairfield CA, and we have a field office in Stockton, CA.

The following is a current list of federal and state agencies we have successfully obtained funding from for our clients:

- Federal Emergency Management Agency (FEMA)
- California Governor's Office of Emergency Services (CalOES)
- California Natural Resources Agency (CNRA)
- Economic Development Agency (EDA)
- U.S. Department of Agriculture (USDA)
- Department of Transportation (DOT)
- Oregon Department of Transportation (ODOT)
- Oregon Department of Environmental Quality (DEQ)

Our unique service includes providing a Director of Accounts and a Senior Grants Analyst that will serve as the primary coordinator in establishing relationships with public agencies to increase the chances of funding. This relationship building also establishes eligibility requirements, other key project requirements, and funding availability.

Company Qualifications

For years, our grant trained staff has had a successful track record of writing and managing over \$140 million dollars in awarded grant funds, with \$35 million awarded from the U.S. Department of Homeland Security. We specialize in researching, writing, submitting, and managing grants through the final phase of the grant closeout. Our goal is to provide the highest quality of services by utilizing our staff of trained professionals to find the eligible grants that meet our client's needs.

MISSION STATEMENT

Our mission statement is to perform grant management services for public agencies and non-profits by connecting our clients with Federal and State financial resources.

Global Grant Services is designed to increase your odds of winning your grant. We do this by staffing our company with grant management professionals trained in grant management techniques to include grant preparation, grant writing, grant submission, and grant reporting.

VISION STATEMENT

We accomplish our mission statement by hiring and training military veterans, women, and minorities in developing their careers in grant management.

SOME OF THE TYPES OF GRANTS WE CAN ASSIST AGENCIES ARE:

Homeland Security Grants

- FEMA Response & Recovery Grants
- FEMA Hazard Mitigation Grants
- FEMA Non-Profit Security Grants (NPSG)

Oregon - Emergency Management Grants

- OES Grants - Firefighters
- OES HZMG – Infrastructure Grants for First Responders

Oregon Community Development Grants

- Oregon Boating & Waterways – Aquatics Centers
- Oregon Natural Resource Agency - Wetlands

Economic Development Administration

- Infrastructure Grants
 - Roads
 - Bridges
 - Grade Separations
 - Master Utility Planning

Oregon Department of Environmental Quality

- Diesel Emissions Mitigation

Senior Leadership Biography's

Stephen Larson, MBA - Senior Principal – Global Grant Services-
slarson@globalgrantservices.com

Stephen Larson has a Bachelor of Science Degree in Logistics Management from Weber State University, and a Master of Business Administration from California State University. Steve graduated from FEMA's National Emergency Management Academy in 2018 and has been accepted into FEMA National Emergency Executive Academy starting in February 2021. His work experience includes positions as a District Manager – Kmart International, Chief Executive Officer United Cerebral Palsy, and a Grants Manager at several Public Agencies. Stephen has been implementing Emergency Management and Homeland Security projects that leverage security needs with operational concerns for over 15 years. Over the past 15 years Stephen has written, been awarded, and implemented over \$35+ million in Homeland Security Grants. These grants include security hardware / software applications into the Emergency Operations Center, training, and physical equipment.

Stephen was tapped by Governor Brown in 2013 to serve on the newly created State of California Cyber Security Task Force where he specifically worked on creating a cyber-security curriculum and learning objectives with State Colleges such as the UC and CSU educational systems.

In 2020, Stephen retired as a fulltime faculty and Area Chair for the College of Healthcare Administration at the University of Phoenix where he spent the last 12 years teaching classes such as: Grant Management, Grant Writing, and Budget Development. From 2021 – 2015 Stephen taught Grant Writing as a three-week workshop for the University of Pacific's Department of Continuing Education. Stephen designed the curriculum and all training materials for the grant writing workshops.

Stephen has also served on the Bay Area Maritime Security Committee and the Cyber Security Sub-Committee. Stephen participates with several security and first responder tabletop exercises and drills every year at the State level to include coordination with the FBI, Customs Border Protection, Coast Guard, the National Guard, and California Maritime Security Committee. Stephen has written and published several books, with his most recent book available on Amazon & Kindle titled: "Win your Grant, Write it in Crayon".

William Webster, MBA– Managing Principal – Global Grant Services

wwebster@globalgrantservices.com

William Webster has a Bachelor of Science Degree in Healthcare Administration from the University of Phoenix, and a Master of Business Administration from California State University Sacramento. His work experience includes 20 years of service in the U.S. Air Force, where he worked as a Cardiopulmonary Laboratory Craftsman. In his final years, he managed a Cardiac Catheterization Lab that provided lifesaving operations for 400 patients a year, provided oversight of the hospital's 2500 employees' continuing education program, and completed key special projects for the hospital's top facilities management administrator.

William also completed the California Department of Corrections and Rehabilitations Officer Academy and was a Corrections Officer that maintained the security and supervision of many inmates, prison employees, ancillary staff, and other officers. He is currently involved with several Global Grant Services' clients, having recently submitted and awarded several FEMA security grants.

Principal's Statement

I am authorized to solicit business and contracts for Global Grant Services. If selected, Global Grant Services intends to enter into a Professional Services Agreement with Central Oregon Intergovernmental Council for the services defined in the SOQ and any Addendum/Addenda thereto. This is a firm offer to perform the work related to the solicitation and is valid for 90 days from November 19, 2023.

We would be pleased to refine this proposal as needed to create the best match between our efforts and the City of Madras goals.

Please contact me directly with any questions, concerns, or comments.

Sincerely,

Stephen Larson
Senior Principal, Global Grant Services

RESUMES

Kristopher Taylor
524 Canvas Back CT
Vacaville, CA 95687
(310) 602-9638

OBJECTIVE.....

Seeking employment where my experience, hard work, positive personality, and can-do attitude will have a positive impact with your company.

EDUCATION.....

Lakewood High School– Lakewood, CA – General Education
Long Beach City College – Long Beach, CA – Business Administration
U.S. Army Training Center- Fort Jackson, SC – Army Basic Combat Training
Fort Lee Military Base- Fort Lee, VA- Advance Individual Training

SUMMARY OF QUALIFICATION.....

- Knowledge of federal and state grant regulations
- Corrdinates with Accounting and Finance Departments
- Grant monitoring and administration oversight

PROFESSIONAL EXPERIENCE.....

Global Grant Services “– Fairfield, CA 6/2019- Present Position: Accounts Director.
As the Accounts Director, I oversee all national accounts, collaborating closely with county departments, including public works, sheriff departments, and County Emergency Management. I collaborate closely with the different County Finance departments to ensure the availability of funds for matching requirements, and that all reporting requirements are being followed in accordance with the Code of Federal Regulations. I am currently managing multiple grant applications in different stages of their life cycle. I have prepared multiple awarded grant applications including:

- Department of Transportation Safe Street For all Grant application: The project focused on the development of a traffic safety action plan which included many stakeholders within the county to put the application together. The county was awarded the grant and is in a contract process with the department of Transportation.
- Oregon Department of Environmental Quality Zero Emission Fueling Infrastructure grant program: The goal of this project is to create a Zero Emission blueprint for the county's public works electric vehicle (EV) charging network. The county is facing challenges in the widespread adoption of EV vehicles due to a shortage of strategically located charging points. To address this issue, grant funds will be utilized to hire a consultant who will be responsible for developing the Zero Emission blueprint.
- Economic Development Administration Public Works and Economic Adjustment Assistance Programs: Under this grant opportunity, I successfully secured awards for two different applications. One was for Jefferson County, The applications aimed to hire a consultant to provide specific services essential for the development of a Broadband Plan and Feasibility Study. I was entrusted with overseeing the full lifecycle of the grant. This involved managing all aspects, from the initial application process to the final implementation and reporting stages. I ensured that the grant funds were effectively utilized and that the project aligned with the County's objectives.

Edward Wanket

209.684.3097 | ewanket@me.com | 6761 Brook Falls Cir. Stockton, Ca. 95219

Professional Summary

I am an experienced Workforce, Economic Development, and Business Engagement Professional experienced in all aspects of Business Retention, Expansion, and Attraction as well as Workforce Development and Training. I am a proven leader, expert in creating partnerships to solve problems, leverage resources, and capitalize on opportunities. I am constantly seeking new challenges and opportunities that will allow me to fully realize my talents and to contribute my expertise assisting businesses to locate and thrive in the often difficult and complex business environment as well as develop and promote programs that will help develop our workforce through education and training initiatives focused on underserved and marginalized groups.

Work History

Global Grant Services Senior Grants Analyst

July 2023 - Present

As Senior Grant Analyst, I work with selected clients to identify their financial needs as it pertains to selected projects and seek and research available grants that may fit these needs. I analyze, track, and administer the grant writing process to ensure the best chance of being awarded selected grants.

City of Tracy, Ca. Economic Development Management Analyst

July 2022 – Feb. 2023

As the City's economic development liaison, I worked closely with the Chamber of Commerce, TCCA, and the San Joaquin Partnership; other organizations, and private and public agencies to promote and facilitate implementation of programs and activities, and exchange of information.

I participated in the development of goals, objectives, policies, and priorities on economic development issues for City administration and for the business and general community.

My responsibilities included planning, scheduling, and coordinating the development of economic development programs and projects from initial planning to implementation, following specific project timetables.

San Joaquin County, Ca. EEDD Analyst II Employment & Economic Development Dept. Economic Development Association

Dec 2008 – June 2022

Responsible for directing programs of the Economic Development Association including; Small Business Assistance, Business Retention & Expansion Program, Business Team San Joaquin, ETP Multiple Employer Contracts, Employer Services, Client Outreach, Rapid Response Program, and Marketing efforts.

From March of 2020 to May of 2022, I served in the capacity of Economic Development Director as well. I oversaw staff, budgets, grants management, operating agreements with other agencies, and was the contact point for any economic development concerns with all municipalities and agencies.

I was responsible for researching, recruiting, contracting with, and monitoring consultants for several projects such as SJC Comprehensive Economic Development Strategy, EIFD's, Incentive Coordination, as well as others.

Collaborated with other business groups, city Economic Development Departments, and federal, state, and local governmental agencies, I develop and coordinated workshops and seminars covering a wide range of business topics, and available assistance programs.

Produced all performance reports and reported those, as well as general updates, to Board of Supervisors, City Councils, Chambers of Commerce, and others.

Apple Computer, Modesto

July 2008 – Dec 2008

I worked with business, government agencies, and educational institutions to provide them with information and support in using/purchasing Apple products to develop and grow their businesses or help their agencies become more efficient by using Apple Computers.

National Business Capital Services (Ind. Contractor)

Dec 2007 – Nov 2008

I worked with National Business Capital Services (NBCS) as an independent contractor analyzing the marketability and suitability of small businesses that are interested in selling their business or finding investors. Reviewed budgets, expenses, and capital assets to determine the viability of their values.

Retail Store Manager, Various

1980 -2007

I worked at various big box retailers throughout California and was accountable for all the results and operations of these stores. I had complete P & L responsibility and was very adept at budget creation and expense management. My duties included hiring, training, counseling, promotion, and termination, of up to 200 employees. I continually developed and promoted associates to management and other key areas of the companies. The companies include West Marine, Home Depot, Michaels, Albertsons, SavOn Drugs, Sports Authority, and Best Products.

Education

University of Oklahoma, Economic Development Institute
Currently working toward CEcd Certification

Currently
Enrolled

California State University, Fresno
Basic Economic Development Course, CalED

2015

California State University, Hayward
Majored in Business Administration with a minor in Economics.

1987 – 1993

Diablo Valley College, Pleasant Hill
Focused on General Education requirements

1978 -1980

REFERENCES



Wasco County, Oregon
2705 East 2nd Street
The Dalles, Oregon 97058
Contact: Mr. Arthur Smith
Public Works Director
(541) 506-2645



Tillamook County Oregon
201 Laurel Avenue
Tillamook, OR 97141
Contact: Ms. Rachel Hagerty
Chief of Staff
(503) 842-3404



Association of Oregon Counties
1212 Court Street NE
Salem, OR 97301
Contact: Ms. Gina Nikkel, PhD.
Executive Director
(503) 930-0349



San Gorgonio Memorial Hospital
600 N. Highland Springs Ave
Banning, CA 92220
Contact: Mr. Joey Hunter Sr.
Director of Security and Emergency Management
(951) 845-1122 Ext. 6377

Proposed Grant Management Services

Phase I: Initial Engagement (December 2023)

Kickoff: Before engaging City leadership in project identification and scoping, the Global Grant Services Principals will meet with City staff in a 1-3-hour kickoff meeting to:

- Establish team and City contacts and communication protocols
- Review and refine schedule for weekly meetings
- Discuss deliverables, outcomes, and expectations for the grant management services
- Discuss City projects
- Discuss City's reporting and invoicing requirements

Preliminary Interviews: We view these initial discussions as critical in setting scope, tone, and level of detail for identifying projects and other City needs. The City leadership also has insights into the relationship of the community they serve, political issues, and key partners that will help with finding grant opportunities. We will make best use of the leadership's time to immerse our staff into the City's vision and direction of analyzing the needs of the community in providing grant writing support where needed.

Scope of Work: The SOQ provides considerable detail on the services requested, and based on our previous experience with the City of Madras and Jefferson County, we are confident we can provide the entirety of the Scope of Work listed in the SOQ.

- At a minimum, weekly meetings with City of Madras and Global Grant Services Staff
- Grant Feasibility Research
- Grant Application Preparation
- Grant Administration & Reporting
- Grant Submission on the City's behalf

Phase II: Grant Management Services

Phase II: After the kick-off meeting, Global Grant Services will assign a Senior Grants Analyst to perform Grant Management Services as listed in the SOQ and in accordance with the direction of the City's leadership.

Deliverables: Key deliverables for Phase II

- Schedule and attend weekly meetings. Schedule additional meetings such as webinars, conferences, or as required to meet grant application deadlines
- Senior Grants Analyst will perform at a minimum, 24 hours per month of grant management services
- A Director of Accounts will oversee all grant projects, and provide at a minimum 10 hours per month
- Principals will attend all meetings when available, and provide a minimum of 10 hours per month of application reviews and submissions
- Establish relationships with funding agencies during current grant opportunity openings
- Meet or exceed grant opportunity deadlines, submission dates, and reporting requirements

Additional Services

At our discretion, we have the ability to assist other public agencies referred to us by the City of Madras. Global Grant Services, LLC will negotiate a service contract with the recommended public agencies requiring grant management services.

Fee For Services

Global Grant Services, LLC is able to confidently meet the Scope of Work requirements for a monthly fee of \$3,500.00.



City of Madras, Oregon

GRANT WRITING SERVICES

STATEMENT OF QUALIFICATIONS

DUE DATE: NOVEMBER 20, 2023, BY 5:00 PM PST

PRESENTED TO:

Nick Snead
125 SW "E" Street
Madras, OR 97741
nsnead@ci.madras.or.us

PRESENTED BY:

First Foster Consulting, LLC
2330 Scenic Highway South
Snellville, GA 30078
Tel.: (844) 277-8077
770-833-4473 (Mobile)
www.firstfosterconsulting.com
UEI: FQFKGZGAN9P3
CAGE Code: 7FWU0

PRIMARY POINT OF CONTACT:

Brittany Opoku, Principal
ceo@firstfosterconsulting.com



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Cover Letter

November 19, 2023

The City of Madras
125 SW "E" Street
Madras, OR 97741
Attention: Nick Snead, Community Dev. Director

Dear Mr. Snead,

Thank you for allowing First Foster Consulting, LLC (FFC) the opportunity to respond to the City of Madras Request for Quotes (RFQ) in response to the need for Grant Writing Services.

FFC has a combined experience of over seventy years assisting organizations across the United States (U.S.) in their grant research, planning, development, writing, submission, administration and reporting endeavors. First Foster Consulting is prepared to provide the City of Madras with grant writing and management services. We possess proven expertise in delivering all the services outlined in the City of Madras's requested scope of work, coupled with additional specialization in the following key areas:

- Grant Feasibility Research
- Grant Application Preparation
- Grant Proposal Development
- Grant Administration & Reporting

Should you need additional information, please contact me at your convenience. FFC confirms that this proposal does not contain any proprietary information. We can maintain all of the minimum insurance requirements outlined in the solicitation. Further, FFC is financially capable of performing the work throughout the period of performance.

We look forward to the opportunity of working with you and the City of Madras.

Regards,

Brittany Opoku

Mrs. Brittany Opoku
CEO/Principal Consultant
First Foster Consulting, LLC
ceo@firstfosterconsulting.com
(770) 833-4473

Company Overview




First Foster Consulting (FFC) has a combined experience of over seventy years with a proven track record of identifying, developing, writing, preparing, and submitting successful proposals for local, state, federal and foundation grants. Founded in 2015, FFC has provided grant writing and government consulting services for over 8 years. FFC has additional expertise in funding needs analysis, grant funding research, grant administration, grant management, project management, market research, monthly reporting, quarterly reporting, annual reporting, project evaluation, and federal government contracting specifically in areas of unhoused services and projects, homeless outreach, food security, workforce development, community development, economic development, justice technology and programs, community planning, social and human services, information technology, medical staffing, training services, management consulting, infrastructure development and maintenance, aerospace, product development, strategic sourcing, risk management, environmental consulting, and legal services.

FFC has extensive experience in utilizing federal, state, and local grant submission and reporting platforms such as Grants.gov, SAMS, E-Snaps, Homeless Management Information System, Ohio Community and Energy Assistance Network, EC-impact, Civicore, Salesforce, SPARS, and HMIS Clienttrack, and Easytrak, as well as proprietary information systems that enable consolidated and visualized data. Our team is experienced in grant research, development, writing, management, administration, and reporting services for federal, state and local governments including but not limited to: the United States (U.S.) Department of Health and Human Services (HHS), Housing and Urban Development (HUD), Minority Business Development Agency (MBDA), Department of Commerce (DOC), Administration for Children and Families (ACF), Department of Labor, Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Agriculture (USDA), Criminal Justice Coordinating Council (CJCC), and Community Development Block Grants (CDBG).





In addition to government grants, FFC has expertise in grant research, development, writing, management, administration, and reporting services for Corporate and Foundation Grants.

Our Grant Writing and Management consultants have won grants and administered the following federal, state, and local entities:





Federal

-  Substance Abuse and Mental Health Services Administration
 - o \$625,000 to provide substance abuse supportive services.
-  U.S. Department of Agriculture
 - o \$50,000 to provide food security for underserved communities.
-  U.S. Department of Housing and Urban Development
 - o \$1,100,000 to serve homeless individuals and families with disabilities.
 - o \$ 212,000 to serve youth led households living in poverty.
 - o \$ 100,000 to provide primary healthcare to underserved population.

State

-  Criminal Justice Coordinating Council
 - o \$76,000 to provide re-entry services to justice involved youth.
-  Ohio Department of Development
 - o \$ 500,000 to provide security for low-income housing developments.
-  City of Columbus
 - o \$ 450,000 capacity building funding for non-profit serving homeless.
-  Franklin County
 - o \$ 290,000 for Substance Use Counseling and Peer Support.

Local (Non-profit, non-government)

-  Cobb EMC Foundation
 - o \$113,600 for operational support and event sponsorship.
-  Bank of America Foundation
 - o \$ 200,000 Neighborhood Builders Program.
-  Legacy Collective
 - o \$ 75,000 to serve previously incarcerated women upon reentry.
-  Huntington Foundation
 - o \$50,000

Technical Approach: Grant Services for Comprehensive Support

Grant Research/Opportunity Monitoring:

First Foster Consulting (FFC) recognizes the importance of a collaborative partnership with the City to optimize the grant research and opportunity monitoring process. Our grant team will take the lead in researching, tracking, and evaluating federal, state, regional, and non-profit grant opportunities that align with the City's specific needs. We will proactively engage in periodic phone calls and meetings with City staff to discuss upcoming opportunities and provide detailed information sheets. FFC will employ a transparent **methodology to assess the City's competitiveness for each grant. The City's role in this process involves** timely communication of specific needs, priorities, and feedback to ensure that our efforts are closely aligned with the City's strategic objectives.

Grant Proposal Development:

In the grant proposal development phase, FFC's grant team will work collaboratively with City staff to craft compelling proposals. FFC will take the lead in drafting, structuring, and presenting the grant proposals while actively seeking input and insights from City staff. The City's role includes providing essential information, data, and contextual details to enrich the proposal content. FFC will present a not-to-exceed estimate for each grant effort, ensuring the City has full transparency and control over the financial aspects of the proposal development process.

Grant Management:

FFC's grant management services are designed to complement the City's role in overseeing the implementation of awarded grants. Our team will take the lead in project set-up, quarterly/annual reporting, labor compliance, and other essential aspects of grant management. The City's role involves providing necessary project-specific details, reviewing and approving reports, and actively participating in compliance-related activities. FFC will offer flexibility in the financial structure of this service, allowing the City to choose the most suitable arrangement, be it a flat fee per grant, inclusion in a retainer, or hourly service rates.

In conclusion, the success of our grant services is contingent on a collaborative partnership between First Foster Consulting and the City. FFC's grant team will take on the responsibilities of research, proposal development, and grant management, while the City's role is to actively engage, communicate specific needs, and provide critical input to ensure that our efforts consistently align with the City's strategic priorities and objectives. Together, we can maximize the effectiveness of grant-seeking initiatives and optimize the City's chances of securing vital funding opportunities.

City of Madras Project Team

At First Foster Consulting (FFC), our commitment to delivering exceptional results is underscored by our tailored approach to the unique needs of the City of Madras. For the upcoming grant services engagement with the City, we are proud to introduce a dedicated team specifically curated to address the distinctive requirements of the City. Our team will be led by Brittany Opoku, assuming the pivotal role of Project Manager. Brittany will orchestrate and coordinate our efforts to ensure a seamless and efficient collaboration with the City.

Kevin Aspegren, our Lead Grant Writer, will bring his 20 years of unparalleled expertise to craft compelling and strategically aligned grant proposals that resonate with the City's objectives. Pamela Keith, serving as a Grant Writing Consultant, will leverage her 11 years of experience to provide invaluable insights into the grant

development process, ensuring a nuanced and comprehensive approach tailored to The City's unique context.

Julia Hagenburger, in her dual capacity as Overall Proposal Manager and Copy Editor, will ensure the coherence, accuracy, and clarity of the final submissions, aligning closely with the City's expectations. This well-structured team is designed to harness diverse skills and experiences to optimize efficiency and maximize the impact of our engagement with the City of Madras.

Our collaborative efforts aim to streamline the proposal development process, offering a seamless and time-effective approach that aligns with FFC's commitment to delivering high-quality outcomes. The next section provides a comprehensive overview of our Grants Team qualifications and experience, highlighting our collective dedication to supporting and advancing the City's initiatives through strategic grant services.

Overall Team Overview, Qualifications, and Experience

Principal Consultant, Project Manager Brittany Opoku has over 13 years of federal government and commercial experience. She has worked in the Contract Management field for the Social Security Administration (SSA), in the Transportation and Logistics Industry for ICAT Logistics, and in the Federal Procurement industry at Deltek, Inc. With a B.A. in Political Science and an M.A. in Government and Certificate in Non-profit Management, she brings a high-level of technical writing experience, contributing to over \$80 million won in federal government contracts within the last seven (7) years. She has added capacity, revenue, and knowledge to small businesses across multiple industries. Mrs. Opoku has a passion for small business success in the federal procurement industry.

Lead Grant Writer, Kevin Aspegren, possesses a distinguished 20-year career marked by his role as a high-impact grant writer and innovative development strategist. With a remarkable track record of securing over \$340 million, Kevin has demonstrated his prowess in executing multi-million-dollar fundraising campaigns across various sectors, including renewable energy (solar, wind, EV), tech commercialization, **rural development (broadband "BEAD"), health, workforce, and higher education (R1). A dynamic and entrepreneurial strategist, Kevin excels in remote work environments, leveraging his diverse background in business, nonprofit, and academia. His expertise lies in amplifying advancement enterprises through strategic data analysis and effective business practices.**

Kevin's success extends to building robust grant and fundraising campaign programs, securing funds from Federal (NIH, DOE, EDA, DOT, USDA, ARPA, IJJA, DOL, ARC, SBIR), State, Foundation, and corporate sources. His front-line approach has resulted in securing 6-7-8 figure gifts for a range of underserved organizations, with a focus on economic development, green energy, medical innovation, healthcare access, and education. Kevin's comprehensive fundraising capital campaign experience, including campaigns of \$50 million, \$220 million, and \$500 million, showcases his ability to design and manage strategies, plan funding priorities, lead large teams in complex organizations, establish development hubs, and implement policies and procedures.

Grant Writing Consultant, Jessica Zufall-Guberman, Ph.D., has more than 25 years of experience working for nonprofit organizations throughout the United States in an executive capacity, supporting diverse missions and populations of people, which has included children and adults with developmental disabilities, specifically autism spectrum disorders, mental health, domestic violence and sexual assault prevention and care programs, low income, at-risk youth, and youth sports programs. She is well versed in all aspects of

grant writing, strategic planning, development, finance, public relations, volunteerism, operations management, board governance and supervision.

Grant Writing Consultant, Pamela Keith, has over 11 years of experience and a strong commitment to the field of grant writing. Pamela is dedicated to delivering compelling, responsive, and reviewable grant proposals, drawing upon her extensive training in Shipley and APMP Best Practices to incorporate effective Win Strategies into her submissions. She has been instrumental in securing over \$4 million in grant income across various projects, demonstrating her proficiency in crafting successful proposals. Notably, Pamela has achieved a remarkable feat of closing 100% of projects either well in advance of schedule or on time, underscoring her strong organizational skills and commitment to project timelines. Leveraging strategic thinking and business acumen, she has secured an impressive 25% of the total organizational project budget, contributing significantly to the financial success of these initiatives. Pamela has been formally recognized for her high performance, a testament to her outstanding contributions in the field. Furthermore, she showcased her leadership by spearheading a construction grant project with a substantial budget of \$8.9 million, highlighting her ability to manage complex projects and deliver successful outcomes. Pamela Keith's accomplishments collectively underscore her effectiveness in grant acquisition, project management, financial impact, and leadership, positioning her as a standout professional in the realm of grant writing and project development.

Grant Writing Consultant, Sarah Mangold, CADC I, CAC I, has 5 years of experience providing grant writing, project management, donor development, and fundraising services for a nonprofit organization located in Marietta, Georgia. In 2021, Ms. Mangold obtained a Grant Writing Certification from The University of Georgia. Ms. Mangold has expertise in all aspects of the grant making and management process with additional expertise in community engagement and business development. She specializes in supporting special populations and disadvantaged communities including individuals with substance use disorder, co-occurring disorders, at-risk youth, low-income individuals, and homeless individuals. Ms. Mangold has extensive knowledge of all aspects of the grant lifecycle process including funding analysis, grant research, grant writing, project development, project implementation, project management, as well as monthly, quarterly, and annual grant reporting including project evaluation. Additionally, Ms. Mangold has extensive experience in the development of sustainable funding pipelines.

Proposal Manager, Julia Hagenburger, manages team proposal schedules and contributes to proposal development and overall compliance. Julia comes to First Foster with more than 10 years of professional experience in federal proposal development. She has worked for several companies, including Weston Solutions, Booz Allen Hamilton, and Choctaw Global Staffing. Julia has written proposals in industries such as environmental remediation, water and wastewater management, design-bid-build construction, other construction, and renovation. She studied Journalism and Public Relations at Texas A&M, and now lives in San Antonio, Texas.

Research Consultant, Christian Wagner, has more than 20 years of experience in Research and Data Analysis. Mr. Wagner has worked in Government Contracting, Automotive, Aviation, Finance, and with various Government Agencies (e.g., DEA, Dept. of Ed., DOL, & USDA). In terms of Education, Mr. Wagner has an MBA in finance from St. John's University and a BS in Political Science from Florida State University.

Subcontractors

At First Foster Consulting (FFC), while we do not intend to utilize subcontractors for the upcoming grant services engagement with the City of Madras, we want to emphasize that we maintain a bench of local writers available to support our efforts. This bench comprises skilled and knowledgeable professionals familiar with the local context, providing us with additional resources when needed. This ensures that we can draw upon local expertise to enhance our understanding of The City's unique challenges and opportunities, adding value to our grant services while maintaining the high standards FFC is known for. Our commitment to leveraging local talent underscores our dedication to delivering tailored and impactful solutions for the City's grant initiatives.

List of References

Client Reference 1	
Client Name:	Milwaukee Area Technical College
Type of Organization:	Higher Education
Point of Contact Name, Title:	Stephanie Townsend, MBA, PMP Manager, Sponsored Projects
Point of Contact Phone, Email:	414-297-6333 townsens@matc.edu
Website:	https://www.matc.edu/
Years of Service:	2023- Present
Key Personnel:	Brittany Opoku, Kevin Aspegren, Pamela Keith
Description of Work:	<p>First Foster Consulting (FFC) is thrilled to announce its recent success in winning the MATC Freelance Grant Writing Services Request for Proposal (RFP). This achievement positions FFC as a valuable partner for Milwaukee Area Technical College (MATC) and MATC Foundation, contributing to their grant writing pool dedicated to securing key private and public funding opportunities.</p> <p>Under the oversight of the Vice President of College Advancement and External Communications/MATC Foundation Executive Director and operational management by MATC's Manager of Sponsored Projects or the MATC Foundation's Chief Development Officer, FFC will play a pivotal role in preparing proposals that align with MATC's strategic priorities.</p> <p>The nature and timing of assignments within this grant writing pool will vary, contingent upon funding opportunities and deadlines. FFC is committed to maintaining an ongoing understanding of MATC's strategic priorities and staying current with key initiatives. This commitment includes regular</p>

Client Reference 1	
	<p>monitoring and assessment of external grant opportunities, anticipated to occur quarterly, to ensure alignment with MATC's initiatives and to maximize the potential for successful proposals.</p> <p>FFC is eager to bring its grant writing expertise to MATC and MATC Foundation, contributing to their efforts to secure essential funding for their initiatives and furthering their mission in the education sector.</p>

Client Reference 2	
Client Name:	Mega International Associates, LLC (MEGA)
Type of Organization:	For-Profit
Point of Contact Name, Title:	Gerald Austin Sr., PhD, Owner
Point of Contact Phone, Email:	770-927-7318; Mega1llc@gmail.com
Website:	https://megainternationalnow.com/
Years of Service:	2018 - 2023
Key Personnel:	Brittany Opoku, Julia Hagenburger, Christian Wagner
Description of Work:	<p>Mega International is a “one-stop-shop” for business resources and community revitalization. Its focus is to revitalize urban and rural communities by resourcing Small Businesses, Nonprofits, Universities and Faith-based organizations by increasing their capacity to realize their vision for their communities.</p> <p>FFC works with MEGA to support its Grant and Federal Procurement needs. For Grant Writing and Management, we provide funding needs analysis, on-call grant research, proposal writing and management support services. We perform needs analysis and research funding opportunity as requested. Our Grant Writing support including writing their SBIR Project Pitch and Phase I application for Artificial Intelligence-enhanced eyewear. Our team initially started with a pre-proposal consultation for the project pitch. During our initial consultation, we evaluated MEGA's project for suitability as a SBIR or STTR project.</p> <p>Our team researched for any major issues, conducted an in-depth, strategic planning discussion with MEGA's team which helped us</p>

Client Reference 2	
	<p>evaluate the project's potential for SBIR/STTR funding. We successfully submitted their project pitch and phase I and are currently waiting notification to proceed to the next phase.</p> <p>As a part of our Federal Procurement support, FFC provides MEGA with proposal writing, development, and management services. We review all review written content for both style and organization. Our team makes minor corrections, such as adding in commas or fixing typo for small proposals. For larger proposals and grants we focus on tone and provide detailed feedback so that the original writer can make extensive corrections.</p>

Client Reference 3	
Client Name:	The Davis Direction Foundation
Type of Organization:	Non-Profit
Point of Contact Name, Title:	Holly Reynolds, former Director of Operations
Point of Contact Phone, Email:	(404) 822-1076; hollyhreynolds@gmail.com
Website:	www.davisdirection.org
Years of Service:	2018 – 2023
Key Personnel:	Sarah Mangold
Description of Work:	<p>The mission of the Davis Direction Foundation is to fight addiction and fuel recovery while we serve as a role model in our community in order to become a national resource for opioid/heroin addiction awareness and change. Ms. Sarah Mangold was responsible for Funding Need Analysis, Grant Funding Research, Grant Proposal Development and Monthly Reporting. The detail of this work is as follows:</p> <ul style="list-style-type: none"> • Funding Needs Analysis – Worked with the development team and program team leadership to assess the validity of current funding priority areas and identify new priority areas for funding. • Grant Funding Research – Conducted research to identify grant resources including, but not limited to federal, state, foundation, agencies, and organizations that support the foundations funding needs.

Client Reference 3	
	<ul style="list-style-type: none"> • Grant Proposal Development – Provided grant proposal writing services associated with the completion of grant applications on behalf of the foundation, including the preparation of funding abstracts, production and submittal of applications to funding sources. • Monthly Reporting – Submitted monthly reports to Development team leadership summarizing the amount of time expended and describing activities undertaken during the previous month. Additional reporting expectations include, but are not limited to, work with programs staff to construct reports to funders for awarded grants, progress reports, and impact reports, metrics, budget, budget narrative, timeline, and sustainability. <p>Our key personnel for this effort reviewed subrecipient agreements and created client files based on grant requirements. We implemented and facilitated programs/projects and completed grant reporting utilizing various platforms including Civicore, Salesforce, SPARS, Easytrak, and Clienttrack.</p>

Client Reference 4	
Client Name:	LTO Ventures
Type of Organization:	Non-Profit
Point of Contact Name, Title:	Mark Olson, President
Point of Contact Phone, Email:	702-353-6540. molson@ltoventures.org
Organization Website:	https://www.ltoventures.org/
Years of Service:	2020-Present
Key Personnel:	Jessica Zufall-Guberman, PhD
Description of Work:	<p>LTO Ventures is a 501(c)(3) nonprofit corporation that develops affordable residential, integrated employment, and social engagement options for adults with intellectual or developmental disabilities.</p> <p>FFC's Consultant, Ms. Jessica Zufall-Guberman, works with the President and LTO Ventures to</p>

Client Reference 4	
	<p>generate funding for housing development for people with disabilities across the United States. We are currently working on housing development projects in Indiana, Ohio, Wisconsin, Texas, Connecticut, and Pennsylvania. Our Grant Writing Consultant:</p> <ul style="list-style-type: none"> • Assists with reviewing and planning of grant applications and proposals to determine financial stability and adherence to policies and procedures. • Understands and utilizes analytical procedures and techniques and mathematical concepts used in evaluating and monitoring agency grants. • Assists with project management activities related to grant program development. • Monitors incoming opportunities for alignment with the companies' goals and abilities. • Communicates with federal, State, local or private foundations to research funding opportunities for grants. • Research appropriate grant databases regularly. Presents to and collaborates with leadership for new application approvals. • Makes recommendations to supervisor and program team about project completion needs and dates to meet grant outcomes and deadlines. • Makes staffing recommendations to leadership, human resources, and program supervisor. • Makes decisions about how to organize and prioritize time at work to ensure proper grant program delivery.

Information Security

First Foster Consulting (FFC) places the highest priority on ensuring the security and confidentiality of the City of Madras's communication, sensitive information, and data. Our firm is dedicated to employing robust information security systems and adhering to industry best practices to safeguard all facets of our operations.

For secure client communication, we utilize encrypted channels, including secure email communication, to exchange sensitive information. Our adherence to secure communication protocols ensures the confidentiality of all communications with the City.

Confidential information and client data are stored onshore within secure, access-controlled environments, underscoring our commitment to data protection. We implement stringent access controls and employ encryption methods to maintain the integrity and confidentiality of stored data. Our servers are equipped with state-of-the-art security features, and regular updates are performed to address emerging security threats.

To enhance the resilience of our security measures, FFC conducts routine penetration testing, simulating attacks on our systems to identify and address potential vulnerabilities. This proactive approach ensures that our defenses are continually strengthened against evolving cyber threats.

Our encryption methods cover both data in transit and data at rest, employing industry-standard encryption algorithms to protect information during transmission and secure storage practices for data at rest. These encryption protocols contribute significantly to the overall security posture of our information systems.

It is imperative to highlight that all client data is stored onshore, within secure facilities that strictly comply with relevant data protection regulations. FFC upholds strict data governance policies, ensuring the trust and compliance of the City with privacy standards.

In summary, First Foster Consulting is unwavering in its commitment to maintaining a high level of information security for the City of Madras. We employ secure communication channels, implement encryption measures, conduct regular penetration testing, and store client data onshore within controlled environments. These practices collectively ensure the confidentiality, integrity, and security of the City's information throughout our operations.

Sample of Research, Solar, Rural Development Funds Raised

We regret to inform you that, due to confidentiality agreements signed with our clients, we are unable to provide a sample of a federally funded grant application. However, we are more than willing to offer a comprehensive list of federally funded grant submissions by agency, providing insight into the breadth and diversity of our experience in securing funding from various federal entities. Please find the detailed list below:

2021 –

USDA REAP (Energy) – \$3.8M total over 5 grant applications.

EDA – \$800K, \$1.3M. Economic Development

SBIR Phase I – \$54K – University Research Fuel Cell Technology

SBIR Phase II - \$330K. University Research Dwarf gene-drug

SBIR Phase II TABA – \$25K. University Research Dwarf gene-drug

VC – Serie B \$2.7M – AI

Angel – \$215K – Cold Storage

Corporate FoundaLon – \$1.7M. Mainly MedTech

FoundaLons – Approx. \$7M. Various OrganizaEons & MedTech

2022 –

USDA – \$2.M, \$125K - Energy

ARPA – \$2M, \$4.3M. Economic Development

SBIR Phase I – \$60K Ammonia

Corporate FoundaLons - \$4.1M. MedTech, Bio, Cardiovascular

FoundaLons – \$3M – CommercializaEon of InnovaEon, mostly Healthcare or SDOH

USDOT - \$2M. Wind

DOL- \$345,381. Homeless Veterans ReintegraEon Program

DOC - \$3M. Broadband Equity and Access Deployment - HBCU
 DOC - \$2M. Broadband Equity and Access Deployment - HBCU
 DOL – \$2.5M. Rural Workforce Dev
 Pre-Seed – \$250K. MedTech

2023 YTD –
 ARPA - \$3M, \$5m. Economic Development, Rural Accelerator
 USDA REAP – \$4.5M over 3 grants. Ag & Energy
 EDA - \$800K, \$650K – Small Biz Assistance
 DOC - \$5.4M. Broadband Equity and Access Deployment - HBCU
 ARC - NC \$300K, WV \$900K. Small Biz Assistance
 DOL – \$2M. Building Pathways to Infrastructure Jobs -
 DOE –\$3.6M (2 grants same organizaLon). EV related
 FoundaLons - \$700K – MedTech & Bio
 Corporate - \$2.75M. MedTech & Bio
 VC – Series A \$1.5M – Bio/Pharma
 EDA RACE Tri- \$475K over two years - University EcoDevo

Fee Structure	
Labor Category	Hourly Rate
Project Manager	\$65.00
Lead Grant Writer	\$80.00
Grant Writing Consultant	\$75.00
Proposal Manager	\$60.00
Research Consulant	\$55.00

Cost Narrative: Developing Flexible and Affordable Labor Rates

At First Foster Consulting (FFC), our approach to developing labor rates reflects our commitment to maintaining a team of highly skilled professionals while providing clients with flexible and affordable options. Our strategic cost structure is rooted in several key principles:

1. **Market Competitiveness:** FFC continuously monitors industry standards and benchmarks to ensure that our labor rates remain competitive. We strive to align our rates with prevailing market conditions, enabling us to attract and retain top-tier professionals.
2. **Professional Expertise:** Recognizing the importance of maintaining a team of seasoned experts, our labor rates reflect the high caliber of talent we bring to our engagements. We invest in ongoing professional development and training to ensure that our team members remain at the forefront of industry best practices.
3. **Client Flexibility:** We understand that each client has unique budgetary constraints and requirements. Our approach allows for flexibility in tailoring labor rates to meet the specific needs of our clients. This ensures that our services are accessible and align with the financial considerations of our diverse clientele.
4. **Transparent Costing:** FFC believes in transparency when it comes to cost structures. Our clients have a clear understanding of how our labor rates are formulated, allowing for informed decision-making. This transparency fosters trust and collaboration throughout the engagement process.

5. Scalability and Affordability: Our pricing model accommodates the scalability of projects. Whether a client requires comprehensive grant services or specific, targeted support, our labor rates are structured to provide scalable solutions that balance effectiveness with cost-efficiency.
6. Value-Based Pricing: FFC is dedicated to delivering exceptional value to our clients. Our labor rates reflect the value that our experienced professionals bring to each engagement, ensuring that clients receive a return on their investment through successful outcomes.

In summary, First Foster Consulting's labor rates are carefully developed to strike a balance between attracting and retaining top talent, ensuring client flexibility, and providing affordable options. Our commitment to transparency, market competitiveness, and value-based pricing underscores our dedication to delivering high-quality services that align with the unique needs and budgetary considerations of our clients.

Key Personnel



BRITTANY N. OPOKU

PROFILE

Brittany N. Opoku (Foster) has a background in Market Research & Analysis and Proposal Development services, specifically in the federal procurement arena. With a B.A. in Political Science, a M.A. in Government and a Certificate in Non-profit Management, she brings a high-level of technical writing experience, customer service, and is well versed in the Federal Acquisition Regulation (FAR). While keeping high academic ranking throughout her collegiate career, she obtained professional experience and contributed to the success of a government agency and private sectors companies.

CONTACT

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(404) 828-1129

LINKEDIN:
www.linkedin.com/brittany-opoku-50376550

EMAIL
ceo@firstfosterconsulting.com

EDUCATION

The Johns Hopkins University
2014
Master of Arts, Government
Morgan State University
2011
Bachelor of Arts, Political Science

WORK EXPERIENCE

Chief Operating Officer
First Foster Consulting
July 2015 - Present
First Foster Consulting was founded based on the growing demand of small businesses wanting to enter into the federal, state, and local government procurement industry. IT small businesses have a plethora of opportunities to go after, with the constant increase in Information Technology (IT) investing by the federal government and other agencies. In this role, she actively supports the following companies:

Business Development
IMPACTQA/APPTREAD
May 2022 -Present
Supports the Business Development activities for ImpactQA and Apptread. ImpactQA is a Software Testing and Quality Assurance company. Apptread, ImpactQA's sister company, is a bespoke software development and digital transformation firm helping Fortune 500 companies untangle their complex issues through our cutting-edge engineering solutions. Responsible for opportunity identification, proposal development, pipeline maintenance, weekly meetings, and partnering events.

IDIQ Proposal Manager
WebWorld Technologies, Inc.
May 2021 – March 2022
She was responsible for leading, scheduling, planning, and overseeing the development and delivery of quality responses to federal business opportunities, from pre-RFP to post-submission activities, in a fast-paced environment. Responsibilities include the following: managing the successful development of compliant, competitive, and winning proposals through effective collaboration across teams that include internal staff, teaming partners, and consultants; leading and analyzing RFI, TORs, RFQs, RFPs and other bid documents for requirements.

Adjunct Professor
Georgia Gwinnett College
December 2014 to December 2017

SKILLS

- Government Contracting
- Grant Writing and Management
- Political Science
- Online Research
- Non-Profit Management
- Government Contracting
- Data Analysis
- Political Science
- Online Research

Taught a college-level introductory Political Science course of American Government. As an Adjunct/Part-time Faculty, my duties included, but were not limited to, reviewing, evaluating and recommending student-learning materials. Also evaluated students to measure their progress in achieving institutional and course goals.

Consultant
Deltek

October 2012 to March 2015

Worked as a Consultant for WMG-Deltek, Inc. As a Consultant, she was responsible for assisting clients in obtaining and or maintaining a General Services Administration (GSA) Multiple Award Schedule (MAS) contract. Performed competitive pricing analysis, market research, contract management tasks, compliance and technical reviews, while guiding clients in the development of proposals. Customer service was a top priority in working with all clients. Performed in-depth contract management, compliance, and marketing trainings. In the event that a client would be receiving a Contractor Assistance Visit (CAV), provided training and assistance to ensure the client was prepared. Provided training to help clients market and sell to federal, state and local agencies. Successfully helped contracts get awarded in a timely manner through strategic contract negotiations. Worked with large and small business contractors with exceptional past performance of working with the federal government. She was a Certified Federal Contract Manager (CFCM) Candidate in order to increase her working knowledge of the Federal Acquisition Regulation (FAR).

Associate Research Analyst
Deltek

August 2011 to October 2012

Worked at Deltek, Inc., as an Associate Research Analyst under the Federal Information Solutions (FIS) Department for the Army Team. Was responsible for conducting and supporting Federal team-wide business opportunities, contacts, existing program, vendor and/or Federal procurement trend research for Army contracting opportunities for our members. The position was responsible for data collection and dissemination of Deltek's federal content through both secondary and primary research. Assisted in tracking requirements resulted in a variety of contract types such as Firm Fixed Price (FFP) or Multiple Award Task Orders (MATOCS). My job entails data-entry, research, and contacting Contracting Officers on a daily basis. Was fully aware of the procurement process, Federal Acquisition Regulations (FAR), and the Department of Defense contracting policies. In addition, she assisted in demos for potential clients and successfully helped in closing deals for a new client.

Student Intern (STEP)
Social Security Administration

June 2009 to July 2011

Worked in the Office of Building Management. Placed calls and service tickets to the mechanical or custodial contractor

depending on the problem. Also, inspected restrooms daily and submitted reports to the custodial contractor to ensure they were meeting the contract requirements. In addition, worked on projects throughout the building using the AutoCAD Drawing Program. Assisted with all clerical duties such as faxing, memos, meeting minutes, and data entry.

Research Assistant

Morgan State University (Institute for Urban Research)

September 2008 to May 2009

Assisted Linda Loubert, PhD (Lead Researcher) in statistical analysis and demographic research through a program called Geographical Information Systems. Also assisted Dr. Loubert in grant writing for the community development.

While working for the Institute for Urban Research, visited local schools in West Baltimore and taught graduating high school seniors how to use the Geographic Information Systems. As a Research Assistant, maintained the clerical duties in the office such as answering the phones, faxing, emailing, data entry, and proofreading documents.

Administrative Claims Assistant

ICAT Logistics

September 2006 to August 2007

Processed claims for damaged and or missing shipment.

Processed the claims including looking at pictures of shipments.

JESSICA ZUFALL- GUBERMAN, PH.D.



PROFILE

Jessica Zufall-Guberman, Ph.D. is an experienced Nonprofit Executive with a deep commitment and passion for the nonprofit sector and improving the quality of life for vulnerable populations. She has nearly 20 years of grant writing experience, and is frequent writer/freelance journalist covering nonprofit business relations, philanthropy, and **women's health for the NY Nonprofit Business Examiner**, eHow, Livestrong, Suite 101, and FACE Magazine.

CONTACT

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(973) 580-3091

EMAIL
jesszufall@outlook.com

EDUCATION

George Washington University
Continuing Education courses in Strategic Public Relations/School of Political Management

Capella University
Master of Science: Addiction Psychology (2001)
Ph.D., Psychology (2003)

State University of New York

WORK EXPERIENCE

Lead Grant Writer
First Foster Consulting
October 2022 – Present
Provides grant writing support to multiple clients. Attends business development meetings. Provides editing support.

President
Grace & Grit Nonprofit Consulting
May 2020 -Present
Highly successful federal, state, local, and foundation grant research, writing, submission, and compliance reporting. Donor Base Management, Donor Prospecting, and Wealth Screenings. Create, administer, and monitor Capital and Annual Appeal Campaigns >\$15,000,000. Strategic Planning and Facilitation. Interim executive leadership. Evidence-based outcome and data evaluation. Executive coaching and management mediation. Ghost writing and content development.

Vice President of Strategic Operations
Community Options, Inc.
November 2018 – February 2020
Returned to Community Options, a \$250MM national organization, to oversee operations in five regions of New York State including Manhattan, Queens, Brooklyn, Binghamton, and Syracuse with a budget of \$30 million. Developed and operated new programming, including but not limited to social enterprise development, group homes, employment, day programs, and transition school to work programs. Worked on seven expansion projects that were completed in FY20. Worked closely with government agencies, including but not limited to the Office for Persons with Developmental Disabilities, Department of Health and the Department of Labor. Successfully implemented a high-level quality assurance and compliance function to maintain integrity with all billing practices. Lead a team of seven direct reports and over 1,000 employees throughout New York State supporting over 1,000 people with intellectual and developmental disabilities. Created and managed the annual budget

Bachelor of Arts; Sociology and
Women's Studies (1998)

process with the chief financial officer and the fiscal
department. Monitored variance reports.

SKILLS

- Grant Writing /
Management
- Content Development
- Data Evaluation
- Technical Writing
- Compliance Reporting
- Quality Assurance
- Program Development
- Meeting Coordination

Chief Executive Officer

Special Citizens Futures Unlimited
October 2012 to November 2018

A diverse human service organization in Manhattan, Queens, the Bronx, Queens, Long Island and Westchester County with over 300 employees that effectively supports hundreds of people with Autism Spectrum Disorders in various capacities. Increased budget from \$11MM to \$16MM. Led grants process through which the organization was awarded the Bernard Fineson, Broome Developmental Center, Brooklyn Developmental Center and Aging Out Initiative awards. Led an acquisition with Lighthouse Guild to begin supporting people in their now closed day treatment program. Prepared organization for a successful international accreditation process with the Council on Quality and Leadership (CQL) for the purposes of becoming a person-centered agency. Secured funding for and created a Therapeutic Outreach Uniting Community Health (TOUCH), the first ever direct access application for people with disabilities, their families, professionals, and educators. Oversaw the operations and development of Individual Residential Alternatives (IRA), Intermediary Care Facilities (ICF), Day Habilitation, Community Habilitation and Medicaid Service Coordination for people with Autism Spectrum Disorders. Developed a social enterprise in Midtown Manhattan that employs people with developmental disabilities, so they could learn a portable skill set to move on to more competitive employment. Named 2016 Most Influential Woman by the Bronx Times. Worked with Board of Directors to facilitate a Strategic Planning Process, coordinate bi-monthly board meetings and to recruit new board members to the organization. Ensured compliance, quality assurance and consumer satisfaction within all programs under OPWDD, OMH and OMIG Regulations including budget monitoring and forecasting. Founded and operated the largest surf camp for children with Autism on the east coast that now supports over 200 children every year in Westhampton (The Kristen Bednar Memorial Surf Camp for Children with Autism).

Vice President, Marketing, Program Development & Public
Relations

Community Options, Inc.

April 2004 to October 2012

Served as the Senior Vice President of Program Development
and Public relations.

Private Practitioner

Solution Focused Counseling

July 2003 to July 2007

Director

Dottie's House – Domestic Violence Transitional Housing

Program

July 2002 to July 2003

Program Director
Anchor House - Drug and Alcohol Prevention Program
May 2000 to July 2002

Rape and Sexual Assault Care Program Director
YWCA of Trenton
March 1999 to May 2000

Residential Director
Concern for Independent Living
June 1998 to May 1999



SARAH MANGOLD

PROFILE

Brittany N. Opoku (Foster) has a background in Market Research & Analysis and Proposal Development services, specifically in the federal procurement arena. With a B.A. in Political Science, a M.A. in Government and a Certificate in Non-profit Management, she brings a high-level of technical writing experience, customer service, and is well versed in the Federal Acquisition Regulation (FAR). While keeping high academic ranking throughout her collegiate career, she obtained professional experience and contributed to the success of a government agency and private sectors companies.

CONTACT

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ceo@firstfosterconsulting.com

EDUCATION

The Johns Hopkins University
2014
Master of Arts, Government
Morgan State University
2011
Bachelor of Arts, Political Science
SKILLS

WORK EXPERIENCE

Chief Operating Officer
First Foster Consulting
July 2015 - Present
First Foster Consulting was founded based on the growing demand of small businesses wanting to enter into the federal, state, and local government procurement industry. IT small businesses have a plethora of opportunities to go after, with the constant increase in Information Technology (IT) investing by the federal government and other agencies. In this role, she actively supports the following companies:

Business Development
IMPACTQA/APPTREAD
May 2022 -Present
Supports the Business Development activities for ImpactQA and Apptread. ImpactQA is a Software Testing and Quality Assurance company. Apptread, **ImpactQA's sister company**, is a bespoke software development and digital transformation firm helping Fortune 500 companies untangle their complex issues through our cutting-edge engineering solutions. Responsible for opportunity identification, proposal development, pipeline maintenance, weekly meetings, and partnering events.

IDIQ Proposal Manager
WebWorld Technologies, Inc.
May 2021 – March 2022
She was responsible for leading, scheduling, planning, and overseeing the development and delivery of quality responses to federal business opportunities, from pre-RFP to post-submission activities, in a fast-paced environment. Responsibilities include the following: managing the successful development of compliant, competitive, and winning proposals through effective collaboration across teams that include internal staff, teaming partners, and consultants; leading and analyzing RFI, TORs, RFQs, RFPs and other bid documents for requirements.

Adjunct Professor
Georgia Gwinnett College
December 2014 to December 2017
Taught a college-level introductory Political Science course of American Government. As an Adjunct/Part-time Faculty, my duties included, but were not limited to, reviewing, evaluating

- Government Contracting
- Grant Writing and Management
- Political Science
- Online Research
- Non-Profit Management
- Government Contracting
- Data Analysis
- Political Science
- Online Research

and recommending student-learning materials. Also evaluated students to measure their progress in achieving institutional and course goals.

Consultant
Deltek

October 2012 to March 2015

Worked as a Consultant for WMG-Deltek, Inc. As a Consultant, she was responsible for assisting clients in obtaining and or maintaining a General Services Administration (GSA) Multiple Award Schedule (MAS) contract. Performed competitive pricing analysis, market research, contract management tasks, compliance and technical reviews, while guiding clients in the development of proposals. Customer service was a top priority in working with all clients. Performed in-depth contract management, compliance, and marketing trainings. In the event that a client would be receiving a Contractor Assistance Visit (CAV), provided training and assistance to ensure the client was prepared. Provided training to help clients market and sell to federal, state and local agencies. Successfully helped contracts get awarded in a timely manner through strategic contract negotiations. Worked with large and small business contractors with exceptional past performance of working with the federal government. She was a Certified Federal Contract Manager (CFCM) Candidate in order to increase her working knowledge of the Federal Acquisition Regulation (FAR).

Associate Research Analyst
Deltek

August 2011 to October 2012

Worked at Deltek, Inc., as an Associate Research Analyst under the Federal Information Solutions (FIS) Department for the Army Team. Was responsible for conducting and supporting Federal team-wide business opportunities, contacts, existing program, vendor and/or Federal procurement trend research for Army contracting opportunities for our members. The position was responsible for data collection and dissemination of Deltek's federal content through both secondary and primary research. Assisted in tracking requirements resulted in a variety of contract types such as Firm Fixed Price (FFP) or Multiple Award Task Orders (MATOCS). My job entails data-entry, research, and contacting Contracting Officers on a daily basis. Was fully aware of the procurement process, Federal Acquisition Regulations (FAR), and the Department of Defense contracting policies. In addition, she assisted in closing demos for potential clients and successfully helped in closing deals for a new client.

Student Intern (STEP)
Social Security Administration
June 2009 to July 2011

Worked in the Office of Building Management. Placed calls and service tickets to the mechanical or custodial contractor depending on the problem. Also, inspected restrooms daily and submitted reports to the custodial contractor to ensure they were meeting the contract requirements. In addition,

worked on projects throughout the building using the AutoCAD Drawing Program. Assisted with all clerical duties such as faxing, memos, meeting minutes, and data entry.

Research Assistant

Morgan State University (Institute for Urban Research)
September 2008 to May 2009

Assisted Linda Loubert, PhD (Lead Researcher) in statistical analysis and demographic research through a program called Geographical Information Systems. Also assisted Dr. Loubert in grant writing for the community development. While working for the Institute for Urban Research, visited local schools in West Baltimore and taught graduating high school seniors how to use the Geographic Information Systems. As a Research Assistant, maintained the clerical duties in the office such as answering the phones, faxing, emailing, data entry, and proofreading documents.

Administrative Claims Assistant

ICAT Logistics
September 2006 to August 2007

Processed claims for damaged and or missing shipment. Processed the claims including looking at pictures of shipments.



JULIA G. HAGENBURGER

PROFILE

Julia G. Hagenburger has a background in proposal management, editing, and technical writing. With a B.A. in Journalism, she brings nearly 20 years of professional experience. Obtained certificate in Grant Seeking Essentials.

CONTACT

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juliah@firstfosterconsulting.com

EDUCATION

Texas A&M University
2002
Bachelor of Arts; Journalism

SKILLS

- Proposal Management
- Editing
- Technical Writing
- Opportunity Identification
- Event Planning
- Online Research
- Photography

WORK EXPERIENCE

Grant/Proposal Manager
First Foster Consulting
June 2018 – Present
Provides proposal management support on multiple federal contract vehicles. Plans, coordinates, and executes multi-company proposal team meetings. Provides editing services on reports, documents, and presentations. Identifies and distributes proposal opportunities on state and federal levels to include corresponding as needed with Government contacts.

Consultant Technical Writer
Oneida Total Integrated Enterprises
April 2017 -Present
On an as-needed basis, provides editing assistance on varied professional reports and documents. Provides project support through research and tracking of program development.

Consultant Technical Writer
Cherokee Medical Services
May 2014 – June 2015
Assisted with proposal development activities including organization, writing, formatting, and compliance assurance.

Technical Proposal Writer
Choctaw Global Staffing
May 2012 to June 2013
Participated in all stages of proposal development, including organization, writing, cover and graphic design, formatting assistance, compliance assurance, and editing.
Technical Writer / Editor
Booz Allen Hamilton
August 2010 to April 2012
Supported Task Order proposals for multiple federal contracts. Performed technical writing, compliance assurance, editing, and formatting assistance. Managed monthly status report review process. Reviewed documents with short turnaround times; often working on multiple proposals and document reviews at the same time. Assisted with and ran proposal kick-off meetings. Consistently met all deadlines.

Proposal Coordinator

Weston Solutions, Inc.
December 2005 to August 2010
Created, managed, and submitted proposals for federal, state, municipal, and commercial contracts. Scheduled and coordinated proposal teams, including representatives from multiple partnering companies. Participated in proposal development activities for both international and domestic divisions. Identified Requests for Proposal opportunities; reviewed and analyzed; performed technical writing, compliance reviews, and editing. Planned multiple events, including participation in conferences, charitable events, and social events.

Kevin J. Aspegren

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Kevin is a high-impact grant writer (over \$340M), innovative development strategist, and fundraising leader with 20 years of experience executing multi-million-dollar fundraising campaigns for nonprofits, in renewable energy (solar, wind, EV) tech commercialization, rural development (broadband “BEAD”, health, workforce), and higher education (R1). As an entrepreneurial strategist, highly effective in remote work environments with a business, nonprofit, and academic background, he amplifies advancement enterprises through strategic data analysis and business practices. He has built a career developing robust grant & fundraising campaign programs, securing Federal (NIH, DOE, EDA, DOT, USDA, ARPA, IJJA, DOL, ARC, SBIR), State, Foundation, and corporate funds through effective grant writing, and a front-line approach securing 6-7-8 figure gifts for a broad range of underserved organizations with a focus of economic development, green energy, medical innovation, healthcare access, and education. His comprehensive fundraising capital campaign experience (\$50 million, \$220 million, and \$500 million) extends to the design & management of strategies including planning funding priorities, managing large teams in complex organizations, building development hubs, and establishing policies & procedures.

Kevin’s grant writing & fundraising for organizations has successfully launched new programs throughout the U.S., as well as Hungary, Bulgaria, India, Botswana, and Nicaragua, and oversaw programs in China, Romania, Serbia, Slovakia, Moldova, Italy, Malaysia, Germany, Argentina, Greece, France, Spain, Poland, and Turkey primarily related to combating human trafficking, mental health, and economic development. He served as the executive director of the Charles Simonyi Center for Entrepreneurship, in Hungary after securing funding provided by the billionaire space tourist and creator of Microsoft Word and Excel. The Simonyi Center (BEDC) has been a model for years bringing together young people from around the world together for Hackathons, Business Planning Competitions, Guest Speakers, Ideation Labs, and Mentoring.

Skill Highlights

-
- Grant Writer-Federal, State, Foundation
 - Policy/program development
 - Capital campaigns
 - NIH, EDA, DOT, USDA, ARC, DOL, ARPA, SBIR
 - 6-7-8 Figure Major Gifts
 - Front Line Fundraiser
 - Brand building & storytelling
 - Crucial analytic skills

Professional Experience

Grant Writer/Fundraiser/Researcher/Editor

Self-Employed Naples, Florida

2014-Present

Global development strategy firm known for helping clients solve their most complex challenges related to grant writing, revenue generation, innovative fundraising, strategic corporate partnerships, capital campaigns, and managing complex and cross-organization projects. Add value and support clients across the full spectrum of consulting, from prospect identification through stewardship and legacy giving. Bring the big ideas, then make them real. Leadership, action, and results.

*Fundraising Consulting Services * Strategic Planning * Complex Projects * Entrepreneurship * KPIs * Revenue Diversification * Growth & Innovation * Collaborative Problem Solving*

SAMPLE REPRESENTATION OF CLIENT WORK

- Regional Hospital System - Provided strategy & tactical services related to a \$60 million capital campaign and soliciting major gifts. Created a digital marketing strategy for cultivating new prospects for the clinical research center. Led public relations & communications with regional news outlets, local city commissioners, and with state regulatory agencies. Forged long-term relationships across leadership, donors, and external partners throughout the medical, pharma, and research sectors.
- Green Energy Nonprofit –Led 3-year strategic planning from launch to sustainability. Created, executed, and syndicated the marketing strategy for the nonprofit franchise model. Created “best practices” model and training series for a variety of events (i.e., galas, luncheons, and auctions. Manage fundraising staff in 7 states. Recruit and train volunteers in 13 states. Implemented Salesforce CRM. Responsible for

financial goals for individual giving, corporate gifts, and special events exceeding \$7.5 million. Developed targeted data-driven projects and deployment strategies that increase donor acquisition and expand major gift pipelines. Managed and oversaw the creation of all brand strategy and marketing (including campaigns for individual verticals). Led the brand strategy for franchisee recruitment including all related campaign deliverables. Developed funding proposals to corporate foundations, state agencies, and federal appropriations.

Director

2002 - 2014

Ohio University – Athens, OH, USA

*Fundraising * Center for Entrepreneurship * Economic Development * Grant Writing * Team Infrastructure * Tech-Savvy & Innovative * Marketing & Brand Relations * Creativity * B2B & B2B2C*

Led university nonprofit with the purpose of demonstrating education equity and the role of the university is to make a meaningful & measurable impact throughout the 36 poorest counties of Appalachia Ohio. Secure grants from EDA, DOL, USDA, ARC, SBIR/STTR, State Appropriations, and Foundation and corporate funds based on 20 years of effective grant writing expertise. Provide strategic, operational, and leadership development & guidance to the rural, underserved community. Directed portfolio of over 30 economic development programs, broadband deployment, innovations, and startups in support of job creation, product commercialization, education equity, and workforce development to the community.

- Instrumental in the success of the \$500 million The Promise Lives capital campaign. Secured six-, seven, and eight-figure gifts to establish the center, support first-generation *scholarships, education access opportunities*, name programs, endow professorships, attract executives in residences, & build out space.
- Secured 6-7-8 figure gifts through effective grant writing & cultivation from individuals, corporations, and foundations to build and then lead to education & healthcare access, transformational applied learning, tech commercialization (Solar, Fuel Cell, Biomass, Broadband), securing SBIR/STTR, NIH R&D grants, and economic development programs.
- Built brand awareness and generated corporate & individual partnerships while managing internal and external marketing campaigns and programs
- Created and directed the university's Center for Entrepreneurship after securing 6-7-8 figure gifts. Secured naming rights for competitions, hackathons, mentoring networks, physical space, speaker series, and ideation lab.
- Served as Director supporting the university's highly successful \$221 million *Bicentennial* capital campaign, securing planned giving gifts, real estate, major individual, corporate, & foundation gifts to expand education equity, entrepreneurship, and economic development.
- Established communication and PR guidelines for effective relations with key partners
- Managed day-to-day operations and staff of 15 responsible for cultivation & solicitation, Salesforce reporting, corporate relations, and program development.
- Increased brand awareness by developing technical and non-technical marketing collateral and presentations, public relations campaigns, articles, and newsletters.
- Capitalized on corporate industry and marketplace trends to strategize marketing solutions and enhance business operations
- Developed creative programs to meet business goals, including corporate partnership building, event sponsorship, activation platforms, and consumer experience design

Executive Director and Founder

Simonyi Center for Entrepreneurship, (Simonyi BEDC) Pecs, Hungary

2005-2015

The Simonyi Center is hosted at the University of Pecs, Hungary. The S.T.E.A.M. learning (Science, Technology, Engineering, Math, + Arts & Design), is mainly focused on promoting the entrepreneurial mindset to K-12 & university students and has extensive outreach that truly goes beyond borders.

- Secured multiple six-figure gifts for Simonyi Center activities from Charles Simonyi Fund for Arts & Science, EU, Corporations, Individuals, and Foundations for 11 years.

- Developed strategies to maximize development and engagement opportunities for constituents, affinity groups, and high-net-worth individuals.
- Created campaign operating procedures, including gift acceptance policies, donor recognition programs, pipeline analysis, and integration strategies for alumni, marketing, development, and volunteers
- Annual secured scholarship fund opportunities for up to 50 students from the University of Pecs to participate in extensive six- or twelve-week Entrepreneurship, Arts & Science internships. Over 500 students participate annually.
- Generate contributed revenue through planning and hosting conferences, competitions, openings, concerts
- In 2010, the Simonyi Center's intensive summer Entrepreneurship, Arts, & Community program received approval from the Hungarian Government to be a recognized internship for Hungarian students' graduation requirements.

Database & Software Experience

Oracle, MocDoc, Cascade Strategy, Gartner, NetSuite, MPOWR, Salesforce, Raiser's Edge, Blackbaud, Tessitura, Kindful, Classy, Access, Pardot, DonorSearch, iWave, Wealth Engine, LexisNexis, QGiv, GuideStar, Microsoft, Mac. Light development proficiency, but strong functional understanding of SQL and business analytic tools and Deep experience implementing, managing software solutions

Education

Master of Science in Entrepreneurship & Innovation

Oklahoma State University, Stillwater, OK

Bachelor of Science in International Business, (Finance & Accounting)

Auburn University, Auburn, AL

Pamela Keith

GRANT WRITER

A highly motivated professional seeking a position as a Grant Writer who will follow grant writing life cycle processes to deliver compelling, responsive, and reviewable grant proposals. The ideal opportunity will enable me to utilize my Shipley and APMP Best Practices training to deliver proposals with Win Strategies. Additionally, this opportunity will allow me to identify NOFOs, NOFAs, FOAs, RFAs, and RFPs, plan and assess whether they are a good match, manage a portfolio of prospects, steward existing partnerships, and seek opportunities to develop those partnerships further.

CORE COMPETENCIES

- Win strategy
- Reviewable & Responsiveness
- Quality Control & Process Improvements
- Best Practices
- Research and Opportunity Alignment
- Proposal Lifecycle Management
- Content Management (CMS) & Planning
- Proposal Planning & Development Lifecycles

RELEVANT WORK EXPERIENCE

Wayside Cross Ministries

Grant Manager (Proposal Manager) - Employee
August 2012 – April 2022

Grant Writer - Contractor
April 2022 - Present

SUMMARY: In response to RFPs, NOFAs, NOFOs, RFAs, FOAs, and opportunities found through general research, I manage city, state, county, and federal grant proposals throughout the proposal development lifecycle that are responsive and reviewable, utilizing Shipley and APMP proposal development industry best practices.

- Serve as the single point of contact for all proposal projects
- Breakdown and assign project tasks to individual team members based on skillset and business unit
- Utilize financials to prepare project budgets and determine grant requests
- Respond to clarification and proposal revision requests
- Lead multiple proposal projects through collaboration with cross-functional teams
- Manage and write content for proposals
- Schedule and lead project kickoff and status meetings
- Strategize with proposal team to develop risk mitigation plans for keeping projects on task
- Manage and participate in team reviews
- Write responsive and reviewable proposals using Shipley and APMP Best Practices
- Provide grant budget projections and forecasting utilizing financial statements and revenue reports
- Research and identify RFPs, NOFAs, NOFOs, RFAs, and FOAs that align with business development goals

- Review project scope to determine required deliverables, and set milestones and hard due dates

Accomplishments:

- Projects awarded over \$4M in grant income
- Closed 100% of projects either well in advance of schedule or on time
- Secured 25% of total organizational project budget utilizing strategic thinking and business acumen
- Recognized for high performance
- Spearheaded a construction grant project with a budget of \$8.9M

FEDERAL GOVERNMENT PROPOSAL EXPERIENCE

Department of Housing and Urban Development, Department of Justice, Small Business Administration, Department of Education, and Department of Commerce

INDUSTRIES

Insurance, Telecom, IT, Energy, Non-Profit Organizations, Legal

OTHER WORK EXPERIENCE

<p>BP – Americas BSC Technical Support (AM/PM) May 2008 – May 2011</p>	<p>Innovative Artistic Programs, Inc. Project Manager September 1993 – May 2011</p>	<p>Metamor Industry Solutions (GE) Technical Support Manager October 1998 – August 1999</p>
<p>OAO Technology Solutions (IBM/Ameritech) Sr. Technical Support Analyst Nov. 1996 – Aug. 1998</p>	<p>LaSalle National Bank/ABN AMRO Technical Support Analyst July 1995 - October 1996</p>	<p>University of Illinois at Chicago Project Team Lead March 1992 – February 1995</p>

EDUCATION/TRAININGS

Department of Housing and Urban Development, Department of Justice, Small Business

DeVry University; B.S., Computer Information Systems, October 1992

DePaul University; Project Management Certificate, March 2010

Joliet Junior College; Grant Writing, September 2011

Shipley Business Winning Certification, September 2022

APMP Training

Loopio Library Certifications, 2022

SOFTWARE/PROGRAMMING LANGUAGES/EMAIL SYSTEMS

Windows, MS Office, Internet Explorer, Firefox, WebEx, GoTo Assist, CLIPPER, DBASE, Active Directory, Paradox, Pascal, Turbo C++, Unix, Lotus, FoxPro, FoxBASE, COBOL, CICS, SQL, WordPerfect, MS-Access, Lotus, MS Word, MS Excel (VLOOKUP), MS-PowerPoint, ProComm Plus, CloseUp, ccMAIL, Lotus Notes, GroupWise, Exchange, BackupExec, Oracle 8-10, Access, Outlook, GHOST, MS Project, Visio, Slack, Google Docs, Jira, Loopio, SaaS, Adobe, SharePoint, Google Docs

Firm Information

Social Goody specializes in organizational development, communications strategies and campaigns, and revenue maximization for municipalities and government agencies nationwide. Our work is focused on the development of competitive federal, state, and foundation grant proposals. We have specific experience serving governments in the grants space, including municipal, county, and state governments, public utilities, public K12 school districts, state university systems, and federally-qualified health centers.

Social Goody is a single member, New York State Limited Liability Company and woman-owned business. Through innovative funding and development strategies, Social Goody has secured over \$340 million in grant funding to support 90+ high-impact projects in 4 countries since 2006. Our projects support our clients' strategic development goals in education, health care, social services, infrastructure, economic development, and environmental initiatives. Our first-hand experience, research acumen, and strategic mindset allow us to align clients' institutional strengths and resources with broader policy priorities for maximum impact. Whatever project is before us, we leverage our experience working with diverse stakeholder groups to achieve social good and drive better outcomes.

Social Goody's passion is helping organizations align their strategic priorities with a sustainable development framework to achieve better outcomes for planet, people, and prosperity. Our work builds public-private partnerships that develop programs, deliver funding, and advance policy to move the needle on the most pressing community needs. We are particularly interested in changemaking for social, racial, and climate justice.

Services

→ Consult with City departmental leadership on priority areas and need for funding

Social Goody has worked with numerous city, county, and state governments to develop community infrastructure and capital improvement projects in transportation, justice, law enforcement, emergency preparedness, environmental conservation and mitigation, housing, planning, education, engineering, economic empowerment, and public health. Services provided under this proposal will be exclusively performed by Social Goody's sole owner, Susan Perri, with the occasional support of a qualified research assistant as needed.

Social Goody Consulting supports local governments nationwide by providing full-cycle grants support and solutions, including prospect research, program development consultation, and proposal writing. Understanding that successful grantseeking requires a collaborative approach, Social Goody utilizes an inclusive process to engage all stakeholders in proposal planning and development. Social Goody offers full-scale grant development services designed to enable increased competitiveness and results. Services are proposed according to the following three phases:



→ **Identification and notification of funding opportunities**

Aligned with the City Grant Strategy Memo, Social Goody will develop a customized Grant Prospects Report for areas of particular need at the beginning of the contract period. The report may include government and/or private funding opportunities, and will feature feasibility assessments of open grant opportunities to ensure the City’s projects or initiatives are eligible and competitive. The Grant Prospects Report will highlight multiple specific grant opportunities for which the City is eligible and likely competitive, including application requirements, deadlines, and links to all relevant materials. The report will also include a calendar of all relevant opportunities to create a roadmap for the grant consulting contractual period and ensure an efficient workflow. Social Goody will also provide customized identification and prioritization of significant funding opportunities as needed at regular intervals coinciding with funding cycles and predetermined areas of focus. Each week, Social Goody will compile and circulate an email bulletin summarizing any and all applicable funding opportunities for the City.

→ **Assistance with preparing grant applications**

Social Goody will offer regular and ongoing strategic guidance throughout all grant projects. Each grant project typically has a point of contact assigned by the City responsible for liaising with Social Goody, providing relevant project background information, conducting iterative reviews of grant content generated by Social Goody, and coordinating with any appropriate internal and/or external stakeholders as needed. At the beginning of each project, Social Goody designs and deploys a project planning guide and project timeline. These planners designate responsible parties among all project stakeholders and lay out a roadmap of the intended work, with timing, deliverables, and responsible staff for each. This ensures continuity of process and a competitive proposal by the grant deadline. A project specific Slack channel may also be established at the beginning of each project with all responsible parties included as requested. Site visits may also be arranged on request and as needed.

Typically, Social Goody conducts 3 – 5 different draft iterations before reaching the final proposal. Social Goody also provides guidance on the development of both new and existing programs based on years of relevant industry expertise. Social Goody will identify model programs, analyze strengths and weaknesses, and suggest refinements. Social Goody will assist with grant application development, writing, review, and revision, and facilitate the City’s internal team of subject-matter experts as they generate a grant proposal, conduct pre-proposal data analysis, and other content such as best practice and literature reviews. Social Goody will package each final proposal that the City will submit to the appropriate funding agency.

At the conclusion of each project, Social Goody engages all grant project points of contact in a debrief call. The debrief process offers an opportunity to: (1) Evaluate the previously completed grant application; (2) Address follow-up questions; (3) Assist in the implementation of key findings; (4) Survey accessibility and relevance of services; and (5) Outline potential queries/discuss recommendations for next opportunities.

→ **Assistance with preparation to meet grant funding requirements**

Upon receiving any notices of award for grant funding sought, Social Goody will review all post-award reporting and compliance requirements with the City and create a schedule of such items for reference. Social Goody will meet quarterly with grant project leadership and City accounting to ensure grant milestones are met and proper reporting procedures are understood and followed. Social Goody can also assist with preparing project progress and reporting documentation to grant funders as needed.

Funding Landscape Knowledge

Social Goody specializes in organizational development, communications strategies and campaigns, and revenue maximization for municipalities and government agencies nationwide. Our work is focused on the development of competitive federal, state, and foundation grant proposals. Our recent work is focused on supporting local governments effectively compete for Bipartisan Infrastructure Law (BIL) funding. Our recent work with municipal and clean energy technology clients is focused on identifying funding and designing programs/proposals to meet federal priorities established via IRA/IIJA/GGRF. In 2023 we focused primarily on Justice40 grants and community benefits planning in critical infrastructure areas of energy, transportation, economic and workforce development, community revitalization and reinvestment, and greenhouse gas reduction. Clients include:

- ⇒ **Climate Finance Solutions:** Environmental finance firm specializing in the development and scaling of climate solutions; \$776M secured with a 90% success rate.
- ⇒ **The Ferguson Group:** Washington D.C. based firm supporting municipal clients with advocacy and grants consulting; over \$3 billion secured in federal funding, grants, and loans.
- ⇒ **Nevada GrantLab:** Support Nevada nonprofit organizations and their government partners to access and administer federal grants.

Social Goody’s passion is helping organizations align their strategic priorities with a sustainable development framework to achieve better outcomes for planet, people, and prosperity. Our work builds public-private partnerships that develop programs, deliver funding, and advance policy to move the needle on the most pressing community needs. We are particularly interested in changemaking for social, racial, and climate justice.

Susan Perri MPA, Social Goody LLC Principal: Social Goody is a single member New York State Limited Liability Company and woman-owned business, with principal Susan Perri bringing eighteen years of experience developing programs for organizations nationwide. Ms. Perri will serve as the primary contact and grant consultant through this contract. She is the firm’s founder and has been its sole member since its inception in 2013.

As a national fundraising consultant for some of the top research and development firms in the United States, Susan has provided comprehensive development strategy for all units of government, environmental organizations, international nonprofits, community health centers, and top-tier research universities. For example, as a consultant for the City and County of Denver, Susan worked extensively with then Mayor Hickenlooper’s cabinet to secure federal, state, and foundation funding for economic development and environmental restoration initiatives across the community. As former Development Director at Hawaii Island Land Trust, she cultivated large foundation funding support to facilitate a multi-stakeholder conservation initiative with international conservation NGOs and federal and Hawaii state governments. Most recently Susan completed a one-year contract as grants consultant for the State of Hawaii Department of Education. Additionally, Susan serves as an advisor for competitive multimillion dollar grantmaking programs through the United Way, the U.S. Department of Education, and the U.S. Department of Health & Human Services. She holds a Master of Public Administration degree with certificate in Nonprofit Management.

Skills: Strategic planning, campaign management, communications and relationships, fundraising, project design and management, proposal development, grant writing and administration, organizational capacity building. Focus areas are education, community revitalization, economic development, healthcare, and infrastructure.

Experience: Assist government clients with high-impact projects, including communications, strategic planning, and fundraising. Provide government and nonprofit clients with technical expertise to secure unrestricted, multi-year 6-7 figure grant awards. Manage diverse project teams across project stakeholder groups. Track legislation and policies that affect client funding priorities. Conduct philanthropic research to enable sustainable development goals. Consult on governmental and private grantmaking programs and select awardees aligned with funding targets. Monitor funding opportunities and cultivate stakeholder relationships, including public agency funders, government officials, NGOs, industry, and philanthropic organizations. Manage complex and politically sensitive campaigns in high-profile organizations. Develop monitoring and evaluation frameworks with key performance indicators for government projects. Work closely with high-level officials and policymakers to negotiate and maintain long-term partnerships across multiple assets. Support clients in building partnerships that engage communities and drive advocacy.

Grant Expertise

Social Goody has also worked with numerous local governments to develop community infrastructure and capital improvement projects. The following summarizes some of our recent work supporting municipal governments in designing projects and securing grant funding:



- **\$250M** to build state electrical grid resiliency and energy equity through infrastructure upgrades (Georgia)
- **\$7.45M** to support affordable tribal housing (North Carolina)
- **\$7.85M** to engage and support Hispanic student success in college and career preparation (Washington State)
- **\$500,000** to build a visitor center to commemorate Revolutionary War battles and historic canals (Chesapeake, VA)
- **\$998,107** to digitize and collect neighborhood photos from official records in a centralized repository (Denver, CO)
- **\$809,661** to promote public housing for low-income families (Roanoke, VA)
- **\$450,000** to provide parents addicted to alcohol and drugs with treatment and parenting education to promote family reunification (Georgia)
- **\$458,896** to improve statewide delivery of attorney services via teleconferencing technology, significantly reducing costs and enhancing services (Maryland)
- **\$4M** for a citywide STEM education initiative for 2,000 students (Boston, MA)
- **\$10M** project to address the state opioid epidemic (New York State)
- **\$103,000** for a municipal carbon footprint reduction program (Denver County, CO)
- **\$1.8M** for health education and health services for 24,000 students from the Centers for Disease Control (Portland, OR)
- **\$123,383** for youth substance abuse diversion and positive development from the Substance Abuse and Mental Health Services Administration (Maui County, HI)
- **\$2,380,785** through the US Department of Health and Human Services to support Head Start programming for children of migrant and seasonal farmworkers (Kings County, CA)

References

For work history details, performance, and references, please contact:

1. Shannon Koki, Hawaii State Department of Education Procurement and Contracts
808-675-0130
shannon.koki@k12.hi.us
2. Nicole Sibilski, Manager of Grants Innovation and Training at The Ferguson Group
202.705.3042
nsibilski@tfgnet.com
3. Emelie Lucas, Director of Grants Management at Climate Finance Solutions
(970) 703-5690
emelie@climatefinancesolutions.com
4. Nicole Bomer, Director of Grant Services at Nevada Grant Lab
702-899-0581
nicole@nevadagrantslab.org

Availability and Timelines

The following timeline details the proposed scope of grant consulting services over a 12-month contract period.



SERVICES	ACTIVITY	TIMING	~ HOURS
Consult with City departmental leadership on priority areas and need for funding	Review of relevant planning documents, consultation with appropriate staff	Month 1	12 hours
	Meet with departmental leaders	Month 1	3 hours
	Prepare and deliver funding needs analysis	Month 2	15 hours
	Regular meetings with City Administration for progress updates	Monthly	1 hour per meeting
Identification and notification of funding opportunities	Research and evaluate a broad range of available grant funding opportunities open to city/local governments	Month 2	15 hours
	Prepare and deliver grant funding prospects report with recommendations and schedule	Month 2	15 hours
Assistance with preparing grant applications	Organize and convene project kick-off meeting with relevant staff and stakeholders, prepare and disseminate grant planning guide and timeline	First week of project	8 hours
	Work collaboratively on project timeline for multiple cycles of iterative grant draft development	3 – 5 cycles of drafting and editing per grant project over 3 – 6 weeks	60 hours per project
	Organize and convene regular project team meetings for project design consensus and draft review/discussion	Weekly throughout project	1 hour per meeting
	Finalize and submit grant application	3 days prior to official grant application deadline	6 – 8 hours
	Organize and convene project close-out meeting and debrief	Within 1 week post-application deadline	1 hour
Assistance with City preparation to meet grant funding requirements	Establish schedule for grant reporting requirements and deadlines	Within 2 weeks of notice of award	4 – 6 hours
	Meet with relevant grant project leadership to ensure reporting compliance and assist with report development	Quarterly during grant award period	1 hour per meeting 6 hours per report

Cost Proposal

Social Goody LLC is a full service woman-owned strategic planning and grant writing firm. We secure funding to design and implement projects for sustainable, resilient, and inclusive communities. Social Goody supports governments nationwide by providing full-cycle grants support and solutions, including SOQ for Grant Writing Services

prospect research, program development consultation, and proposal writing with a fixed per project or time period fee model. Our fixed hourly cost is \$125.

The proposed costs below reflect the ability of the City to request grants work as outlined in this proposal, as well as the right to request expedited work of particular urgency, and to match the frequency and duration of services utilized across a contractual term. Professional grant writing ethics ([GPA Code of Ethics](#)) prohibit grant consultants from receiving any portion of a grant award as compensation.

**Grant application preparation times will vary based on the number, type, and complexity of applications the City chooses to pursue.*

Net 30 terms will apply. The Contract Amount covers all labor costs.

No additional fees will be charged without prior written consent by the City.

Writing Sample

Social Goody's standard consulting agreement protects client information and confidentiality. Our work products become client intellectual property at project closeout. The terms of our agreement prohibit us from sharing confidential client information without express permission. A press release for a recently funded proposal through the U.S. Department of Energy, considered public record, is published [here](#). This funded proposal will upgrade electrical transmission throughout the State of Georgia while integrating renewable energy and training underserved populations for transmission line employment via a \$250 million award (one of just eight projects funded nationally).



November 20, 2023

Nick Snead
State of Wyoming
City of Madras
125 SW E Street
Madras, OR 97741

Mr. Snead,

Thank you for the opportunity to respond to the Statement of Qualifications for Grant Writing Services. We are interested in assisting the City of Madras with this service. We are uniquely qualified to provide value to your organization based on our expert knowledge and experience in successfully providing municipal grant management services.

GirlWrites LLC is an experienced full-service grant management firm that provides our clients with financial analysis, program evaluation, strategic planning, and comprehensive consulting services. The staff assigned to this project have over 20 years of combined experience and have provided services to states, counties, municipalities, cooperatives, non-profits, and other public agencies. We have a reputation for working successfully with management, teams, and governing bodies. We believe in a high level of dialogue and stakeholder input, and our proposal speaks to that level of effort. GirlWrites ensures that each of our projects is given the appropriate resources and attention, resulting in high-quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and consistently high-caliber work products.

We are a woman-owned, veteran-owned small business based in Bend, Oregon.

This proposal will remain valid thirty (30) days from submission. Please call or email if you have any questions or require additional information.

Sincerely,

Gina Williams

Cheers,

Gina Williams
CEO
541-788-1507
GIRLWRITESGRANTS@GMAIL.COM

Technical Proposal

Executive Summary

GirlWrites LLC, located in Bend, Oregon, was founded in 2020 and is dedicated to providing community-driven management for mission-driven projects. We aim to build, strengthen, and sustain communities by increasing community-focused organizations' effectiveness and overall impact. We partner with public, private, for-profit, and nonprofit entities to identify opportunities that exponentially increase project capacity and effectiveness through expert funding research, grant and proposal writing, project oversight and execution, and reporting.

Our team of passionate, talented, and socially conscious professionals, led by founder Gina Williams, brings over 20 years of experience. Focus on several fields of expertise; we specialize in projects related to community betterment. We have over 25 partners in Oregon, Maryland, and New York and are expanding into additional states across the United States.

Proposer's Background and Experience

Founded in 2020, GirlWrites LLC (GW) is a full-spectrum grant management consulting firm. GW has over 20 years of experience assisting cities, counties, and nonprofit organizations with administrative and analytical needs. The firm's focus areas are grant management services: project management, program implementation, administrative support, program evaluation and analysis, development of strategic management tools, and policy/procedure development.

GW is a private Oregon-based Limited Liability Corporation (registered in 2020), headquartered at 425 Riverside Boulevard, Suite 2, Bend, OR 97703, and woman and veteran-owned. The founder/CEO is the sole employee and onboards key personnel as needed.

Without exception, our programs and projects have met our intended commitments; communications were successful with our clients. We were able to assist each agency in successfully implementing our recommendations. All projects were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients indicates our firm's reputation as a quality organization that can be relied on to produce comprehensive, sound, cost-effective recommendations and solutions. GirlWrites, LLC has a reputation for being "hands-on" with the ability and expertise to implement its ideas and suggestions through completion in many organizational environments.

Clients we have provided similar grant-writing and management services to include Bend Chamber of Commerce, Bend, OR; City of Rockville, MD; Tompkins County, NY; BendNEXT Foundation, This Is My Quest Nonprofit; Muscle Shoals Songwriters Foundation; Phoenix Zone Initiative, Queen Anne's County, MD, and many more. We have specific experience in focus areas, including public housing and housing-related programs, public safety, emergency preparedness, records management, senior, family, and youth programs, parks and recreation, energy efficiency/sustainability, community engagement, diversity initiatives, transportation, and infrastructure development/maintenance, among others. Our hands-on experience extends to full grant management audits of government entities, creating best practices, standard operating procedures, and government-wide grants management procedures, and working with customized department-level grants management procedures.

References – Relevant Projects

Agency & Project	Contact
<p>Eleventh House Solutions Grant Writer, Researcher, and Consultant for small government contracts – Rockville, MD; Queen Anne’s County, MD; Tompkins County, NY; Montgomery County, MD; Commerce City, CO, and Queen Anne’s County Public Schools, and various ad hoc clients. Since 2020, it has had a 100% Federal Grants win rate and an 85% overall grants win rate.</p>	<p>Neoma Salvage CEO 667-280-8316</p>
<p>BendNext Foundation Grant writer and consultant for the grants management program. Gina Williams/GirlWrites LLC is the project lead for an organizational-wide grants program audit. She conducted training and created best practices, policies and procedures, and extensive staff training. Additionally, she works with key stakeholders to build and foster funder relationships and performs monthly grant searches.</p>	<p>Talena Barker Executive Director 541-647-4907</p>
<p>Muscle Shoals Songwriters Foundation Grant Writer, consultant, and researcher for nonprofit organizations. Gina Williams/GirlWrites LLC evaluated programming and current grants management practices. Contract awarded three years in a row.</p>	<p>Lillian Glanton Executive Director 256-497-7343</p>

Single Point of Contact

Gina Williams will be the point of contact for all contract management activities. Ms. Williams can be reached at 541-788-1507 or girlwritesgrants@gmail.com

Proposer’s Project Work Plan

GirlWrites LLC shall fulfill completely and wholly all requirements and deliverables outlined in the Statement of Qualifications for Grant Writing Services via the following methodology:

Consult with the City of Madras leadership on priority areas and needs for funding. GW will understand the needs of the City of Madras by reviewing the City’s current Grant Management System. This task will involve interviews with various leadership and persons within departments with a touch point with grants. GW will measure each department’s grant habits and compare practices to industry best practices to determine the areas of opportunity to maximize City grant assets and opportunities. GW will identify opportunities for interdepartmental collaboration and leveraging funds between departments. GW will present a thorough report to the city, sharing the findings of our review. This review will identify what is and is not working and make recommendations for improvement while providing a formal funding analysis, an overview of current City priorities, and a prospectus of available funding opportunities.

GW is an industry leader and subject matter expert on available Federal, State, and private funding sources. Using a combination of research practices obtained by staff with over 20 years of combined experience and up-to-date knowledge of best techniques at every government level, GW will provide the City of Madras with a comprehensive list of funding sources most aligned with the City’s mission and funding needs. GW has over an 80% grant win, both internally and externally.

This rate of success ensures that we only provide clients with funding opportunities that are attainable and realistic. GW will consult with the City to implement a long-term Grants Management Policy that will increase the odds of the City's long-term success with funding.

GW holds several contracts with various municipalities to perform grant writing services. In addition to providing full-spectrum grant consulting, we specifically identify, write, and apply for grants on behalf of these entities. GW is flexible in entity application assistance to execute the entire application independently and fully. GW will train City staff on strategies and best practices for completing the grant application efficiently and promptly. Additionally, our grant expertise guarantees City employees tasked with grant duties are trained on effectively gathering information required for grant application and efficiently identifying resources to cover local-share funding requirements, providing technical assistance about grant requirements. This training will be delivered in a written SOP document, verbal "on-the-job training," and other means requested, including but not limited to virtual and in-person training.

GW will develop the framework and procedures necessary to facilitate successful grant implementation, management, monitoring, and reporting when the City is awarded grant funding. This training will be delivered in a written SOP document, verbal "on-the-job training," and other means requested, including but not limited to virtual and in-person training.

Services are billed at an hourly rate of \$105 per hour. Monthly pricing is available.

Project Management Plan

GirlWrites LLC provides innovative project management through streamlined and cost-effective processes. We define project management as the process of directing a multidisciplinary approach to implement the assigned work of a project effectively and efficiently, as well as within a specific time, budget, and scope. Our diverse experience allows us to effectively manage both our large-scale and small-scale projects.

Our organization has an extensive background working with government agencies; we have been providing services for three years and are currently providing ongoing assistance to the Bend Chamber of Commerce and stakeholders, Tompkins County, NY, Rockville, MD, and many other entities. This experience allows us to manage this project, targeting your unique needs and serving the City competently from the contract's start.

Essential elements include:

Formulating strategies to boost communication among stakeholders and keep them involved in the project, including but not limited to:

1. List all the deliverables, detailed execution steps, milestones, and resources needed using Smart Sheet (project management software).
2. Planning the project's execution.
3. Forecast any barriers during the project and plan accordingly.
4. Suggesting after-contract maintenance and improvement.

GW tackles conflicts arising during the project management process and maintains harmonious relationships with all parties to keep them working towards the common objectives of the team and guarantee the project meets the deadline as well as financial commitments.

An indispensable part of project management is measuring and reviewing the work frequently. Weekly task and milestone reviews help confirm everything is on the right track. GW will produce monthly reports in written and verbal fashions, data collection, and quantitative analyses to observe how well different project sections are done.

Once all stakeholders accept the final deliverables and meet quality requirements, all contracts with other external parties will expire, and remittances will be made according to these agreements. The final report will be delivered, whereas all documents will be stored in an archive for later use. Concurrently, it's time for GW to prepare consecutive maintenance, update, and troubleshooting plans.

GW has the capacity and resources to be flexible if and when successful project outcomes require it.

Project Delays

In the unexpected case of project delays, GirlWrites LLC will communicate the anticipated delay and reason for the delay with the City of Madras as soon as possible. GW will take every necessary precaution to ensure this project is done on time and within budget by maintaining resources and allowing sufficient bandwidth for work plans and timelines. If projects require more resources than anticipated, GW will contract with subject matter experts at GW's cost.

Contract Exceptions

Girl Writes LLC acknowledges that we ask that no contract exceptions be made.

Staffing and Project Organization

An organizational Chart is not applicable, as Gina Williams will be responsible for all elements of the work proposed in this narrative.

Key Personnel:

Gina Williams (Project Manager) -

Gina has been in the grant management and proposal sector for over 20 years and has worked in multiple capacities throughout her career, including work with county and city governments, serving on grant proposal review panels, grant writing, coordination of deliverables, and proposal requirements, to name just a few.

Gina will be responsible for project management, onboarding, contract deliverables and ultimately accountable for the entire project.

Value Add

Central Oregon is a special place with unique needs. There is a certain way that business is conducted. The big-city approach and tactics don't work in Central Oregon. Ms. Williams has spent much of her adult life living, working, and playing in Central Oregon. She understands the value of rural communities and the various ideologies encompassing the rural landscape. GirlWrites is vested in Central Oregon and its future. It will bring top-notch professionalism to this project and an understanding of the traditional practicality valued by all Central Oregonians.

GirlWrites LLC Service Availability

GirlWrites maintains the following hours of operation:

- Monday – Friday: 9:00 a.m. – 5:00 p.m. PST
- After-hours availability: Our staff are very responsive and respond to all calls and emails within 24 business hours. Many check emails after 5:00 p.m., but this cannot be guaranteed.
- Our assigned team members will be available to the City throughout the contract term. Should any trusted team member be unavailable, we will find an agreeable replacement.

Communication with The City of Madras

Our typical communication model includes status updates to inform the client of where we are during each project phase. We find that most communication can be managed through emails and phone calls.

Post-Implementation Consultation and Support

Should The City of Madras request additional onsite meetings and/or training after implementing the work and/or other specific, identifiable work efforts, such as additional requirements or expanded reporting, we would honor our composite hourly rate for actual hours spent assisting The City of Madras.

Standing of the Firm

GirlWrites LLC has been in business since 2020 and has always been in good standing. It is financially stable, has no past or pending litigation, and has no conflict of interest with The City of Madras. GirlWrites is non-discriminatory in all dealings and has an equal opportunity mindset.

Gina Williams
541-788-1507
girlwritesgrants@gmail.com

Career Overview – a highly qualified mission-driven management professional with fundraising, financial, and business experience.

Relevant Skills – supervisory and management experience, fundraising and grants experience, advanced accounting skills, excellent customer service, professional communication, and oral, Raiser’s Edge software expert, excellent computer and social media skills, detail-oriented, team player, highly organized, 25 years mission-driven experience and extensive knowledge of inter-mountain west.

Work Experience

Eleventh House Solutions *Grant Writer and Consultant* *May 2020 to present*
Providing community-oriented projects and grant management support in the public, private, for-profit, and nonprofit sectors. Specializing in full-service grant writing and management services for cities, counties, and municipalities. Grant writing for HUD, DOE, DHCD, and Energy Programs for LMI. Grants management consulting for small governments.

GirlWrites, LLC *Owner* *January 2021 to present*
Provide complete grant writing services and nonprofit business consulting – not limited to Board of Directors training, grant writing coaching & teaching, grant readiness, nonprofit startup, for-profit grants, fundraising plans, relationship building, funding research, statistics research, grant evaluation services, and post-award reporting. Fully remote capability. Total of 500 million won, 84%-win rate. Focal areas: arts, conservation, and affordable housing.

First Story *Business Development Manager* *February 2019 to January 2021*
Nonprofit dedicated to regional affordable housing. First point of contact for all new relationships – vendors, donors, clients. Plans and oversees marketing initiatives and strategies. Researches and develops individuals and organizations to find new opportunities for revenue streams. Community education, outreach, and partner development. Planned and executed large, high-end annual fundraising galas and golf tournaments. Fundraising and grant writing responsibilities. Grants management.

Heart Mothers *Treasurer, Board Member* *October 2016 to Present*
An active member of a nonprofit that supports young women rescued from sex trafficking. Heads up fundraising efforts and grant writing and oversees all financial aspects of the organization. Creates the annual budget. I have hands-on experience with centers in Cambodia, including program management. Fundraises at the grassroots level and participates in advocacy.

Flathead Valley HS Association *Educational Coordinator* *November 2014 to October 2016*
Maintained educational records for 60 home-schooled students and their families. Ensured credit hours, coordinated college visits, and managed senior class graduation and activities.

Conducted monthly parent meetings. Fundraised and sought educational grants for the organization.

Greater Gardiner City Council Board Member May 2009 to October 2014

Researched and wrote grants for the city of Gardiner, MT, to revitalize the community. Participated in public outreach and education. Researched and co-chaired a successful effort to bring a resort tax to the town. Chaired and co-chaired several improvement projects.

Yellowstone Association Development Coordinator April 2009 to October 2016

Managed the daily logistics and flow of incoming memberships from visitor centers, mail, and the web. Oversaw and trained new development assistant. Maintained and implemented sustainability goals for the department as the Green Team Representative. Created, maintained, and executed records and letters for the following gifts: annual, Society, Institute, tribute and memorial, annual, complimentary, gift memberships, upgrades, and corporate matching. Received and responded to membership inquiries, recommendations, and complaints. Processed all credit cards associated with memberships and donations. Cultivated, stewarded, and grew the Guardian program and Guardian members. Various other duties: event coordination- planning, execution, and attendance; coordination of new member packets for the visitor centers; design of membership publications and brochures; overseeing the process of converting all paper member files to an electronic filing system; managed inventory flow; capital campaign gifts; budget and fiscal year planning; and Yellowstone National Park trip planning for members.

Yellowstone Association Information Specialist

Worked in the sales bookstore and managed the information desk. Performed all duties and functions of a sales associate, from basic stocking and inventory to item staging and cashiering duties. Greeted customers and sold items and memberships. Provided trip planning and interpretive information for Yellowstone National Park and the surrounding areas. Prepared the weekly sales reports and deposits. Was responsible for customer complaints and resolutions. Performed training for fellow sales associates.

Sagewalk, The Outdoor School Business Manager March 2000 to June 2003

Managed human resources assistant, admissions assistant, and payroll assistant. Maintained employee records. Performed all office duties, including front desk responsibilities. Successfully created and implemented new marketing tools, which increased annual revenue by 50 percent. Oversaw admissions and student intake and processing.

Trex, Inc. Bookkeeper January 1998 to March 2000

Maintained monthly cashbooks and bank account reconciliation. Oversaw all banking, financial management, and bookkeeping. Prepared financial statements. Performed ledger maintenance. Kept abreast of the latest guidelines and procedures. Processed bimonthly payroll.

USMC Logistics and Intelligence August 1993 to August 1995

Oversaw and coordinated Marines and their equipment for deployment. Served as a personal assistant for the company general. Performed technical writing for classified deployments and sensitive information.

Education

University of Portland

Linfield College

United States Marine Corps

Canyon High School

Nonprofit Management

Business Management

Logistics Business College

Honor Courses

Masters

Bachelor of Arts

Certificate of Completion

GPA 4.0

Laura LaRocca

laura.larocca@gmail.com

CAREER OVERVIEW

Mission-driven professional with research, grant writing, and project management experience

RELEVANT SKILLS

Professional communication, excellent customer service skills, extensive computer skills, detail-oriented, organized, team player.

PROFESSIONAL EXPERIENCE

GirlWrites LLC

May 2023–present

Grants and Proposals Writer

Develop proposals and grant applications. Conduct research relevant to grant applications to help create a strong and compelling narrative. Research and identify funding sources.

Freelance Writer and Editor

2005–present

Grant Writing

As the grant writer for a mission-driven organization, successfully secured annual operating funds for ten years and grants for special projects. Research data to support the grant writing process, develop logic models, and write grant applications and grant impact reports.

Writing and Editing

Write magazine articles and website content. Produce marketing materials, including press releases, newsletters, and promotional flyers. Edit website content, articles, and fiction and non-fiction books in various genres.

United Way

Grant Reviewer

2023

As part of the grant review team, read and assess applications according to a rubric and then meet to discuss as a team to make funding recommendations.

PROFESSIONAL DEVELOPMENT

- A to Z Grant Writing — ed2go
- A to Z Grant Writing II: I'm Beyond the Basics— ed2go

The Safety Action Plan (SAP) for Queen Anne's County (QAC), Maryland, will identify a comprehensive set of data-driven projects and strategies and incorporate best practices, stakeholder input, equity, and environmental considerations to address the safety problems. Innovative approaches and technologies will be molded to the needs of the area, promoting safety and equity.

The SAP will support the County's efforts in progressing its safety performance by providing information to all stakeholders on the specifics of the crash problem in their jurisdictions and offer guidance on how those problems can be addressed through multi-modal, multi-discipline engineering, education, and enforcement strategies.

The SAP is expected to use safety investigations and tools such as safety assessments, crash data, crash reports, and HSM analysis. MDOT procedures will be used to identify the problem's nature and appropriate countermeasures for engineering, education, and enforcement. The technical process will analyze crash data in corridors or locations with common characteristics, identify focus areas, engage with public and private stakeholders, develop projects, programs, and strategies, and include legislative and policy actions. The SAP is expected to present a vision and identify goals and objectives that support and deliver the purpose of the SS4A program, as well as the SS4A required public commitment to an eventual goal of zero roadway fatalities and serious injuries (Vision Zero). The SAP will have a lens on equity. Building off the Safe System Approach, additional factors beyond safety will be incorporated, including equitable investment in the safety needs of underserved communities.

The SAP will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to promote safety; employ low-cost, high-impact strategies that can improve safety over a wider geographic area; ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities; incorporate evidence-based projects and strategies; and align with the Department's mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and competitiveness. Identifying action items to address the mounting roadway safety crisis will comply with USDOT's required components, including goal setting, safety analysis, public engagement, equity analysis, policy and process proposals, and progress reporting.

The consultant hired to create the SAP will perform the following tasks to facilitate delivering the required SS4A Grant elements.

Task 1: Project Initiation

The consultant will understand the requirements of the SS4A Action Plan Grant and demonstrate an understanding of all required Federal and USDOT guidance, as well as a sense of MDOT's safety program documents. All documents are intended to inform and guide the Plan development. A Project Steering Committee (PSC), Technical Advisory Committee (TAC), stakeholder list, and project timeline will be established to facilitate the development of the SAP. The PSC will be comprised of local city and County staff. The TAC will primarily consist of members of the state and local transportation planning agencies, law enforcement, traffic safety boards, human service, and community organizations that will guide the study throughout the planning process. The composition of the TAC will be determined collaboratively by the consultant and PSC. The consultant will hold an internal project kick-off meeting with the PSC. The technical and logistical elements of the SAP will be reviewed. A project start-up meeting will be held by the consultant with the TAC and members of the PSC. This will include reviewing and discussing the approach to network screening, coordination with MDO, local government partners, the public involvement process, and additional topics relevant to project start-up. A project website will be developed by the consultant and used throughout the study process to ensure the accessibility, transparency, and documentation of the planning process for public information.

Task 2: Analysis of Crash Data

The consultant will analyze existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries across the County. A benchmark crash data analysis for all roadways will be performed. Six (6) years of reportable crash data will be included for all public roads. This will consist of an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.). A geospatial identification of higher-risk locations (a High-Injury Network or equivalent) will be developed based on the analysis performed. The benchmark crash data will include geographic locations of crashes with related attribute data, tables, and maps of crash types and factors, comparisons of crash frequency data to other areas of Maryland, and initial crash rates based on regional Vehicle Miles of Travel. The benchmark crash data will include crash data involving alternative modes (pedestrians, bicyclists, public transit users, etc.) and crash data within underserved communities within the jurisdiction(s), noting any disproportional safety impacts.

Task 3: Targeted Safety Investigation

The consultant will provide technical services to analyze crash problems at specific sites, corridors, or locations with common characteristics on the County- or city-owned roads by undertaking detailed safety investigations. The safety investigations will utilize tools previously referenced. The top third of the intersections will have safety investigations completed as part of this task. The type and location of the investigations will be identified in consultation with the TAC. A geospatial identification of higher-risk sites will be developed based on the analysis. MDOT procedures will be utilized to determine the nature of the problem, identify appropriate countermeasures for engineering, education, and enforcement as needed, and in the case of engineering, identify SS4A candidate projects (site specific) or programs of projects (systemic) that reduce the risk of certain types of crashes occurring. The analysis completed will include statistical, geospatial, and graphic outputs to illustrate the safety problems and their relation in the geographic and socio-demographic context of QAC.

Task 4: Stakeholder Outreach

The consultant will provide a stakeholder outreach methodology to ensure that a robust engagement, including the private sector, community groups, and the public, that allows for both community representation and feedback will be undertaken. Information received from engagement and collaboration will be reviewed and incorporated into the SAP. Outreach processes will be coordinated and aligned with other governmental plans and planning strategies to the extent practical. Focus group meetings will be organized with public and relevant safety stakeholders to discuss existing safety concerns, projects, or programs in the area and current safety-related data, analyze output, and elicit community engagement and feedback. Staff will provide a list of active safety partners within QAC to be considered in identifying stakeholders. A local public survey will supplement the stakeholder meeting. The survey will be developed with the PSC, administered by staff, and summarized for incorporation into the SAP. In coordination with the County, the consultant will provide translation services, as needed, throughout the process. Information gathered through this outreach will inform the planning process by serving as the basis for an inventory of local knowledge regarding roadway safety. Throughout the data-collection process, the consultant will work with stakeholders to identify inadequacies or systemic barriers in existing data sources or data-collection programs and propose strategies for addressing any identified inequity to provide equal access to opportunities and benefits and ensure a 40% allocation of federal resources to low-income and underserved communities.

Task 5: Vision and Goal Development

Following stakeholder outreach and with the data analysis underway, the consultant will develop an initial vision, goals, and objectives for the Safety Plan with the PSC. SAP objectives will be developed consistent with the USDOT National Road Safety Strategy, Safe Systems Approach, Vision Zero, Complete Streets, MDOT, and other relevant documents as outlined in Task 1. To guide proposed safety actions, SAP goals must include a commitment and timeline for eliminating roadway fatalities and serious injuries achieved through one or both of the following: 1) a target date for achieving zero roadway fatalities and serious injuries, or 2) an ambitious percentage reduction of roadway fatalities and severe injuries by a specific date, with an eventual goal of eliminating roadway fatalities and serious injuries. Support and evolution of the draft vision will be anticipated throughout the stakeholder outreach and public participation process. This will include working with elected leaders to achieve an official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body to achieve zero roadway fatalities and serious injuries. The staff will work directly with elected leaders to support the goal and carry the message of Vision Zero throughout the County area. Vision and goal development will inform and shape the Policy and Process Recommendation. The linkage between the TAC and stakeholders will allow elected and community-based champions to emerge.

Task 6: Public Involvement

The public will be invited to collaborate with safety partners, including transportation agencies, public transit agencies, nonprofit organizations, traffic safety educators, businesses, community groups, and interested public members, to participate in the safety planning process. Involvement will prioritize citizens from persons belonging to underserved population groups to ensure the impact of roadway safety on these groups is understood and addressed.

Task 7: Focus Areas and Strategies

The consultant will draft focus areas for the Safety Plan in consultation with the PSC and the TAC using information gathered in the data analysis, stakeholder outreach, and public involvement. Unique issues like crash patterns shall be identified during analysis and noted as additional focus areas. Data and input from stakeholders and the public will support all focus areas. Draft systemic and site-specific strategies that are proven to reduce fatal and severe injury crashes and that reduce crash rates within the various focus areas will be identified. FHWA's Proven Safety Countermeasures, low-cost, high-impact safety improvements at both a system and site-specific level, and complete street principles will be considered. Policies, education, enforcement, and emergency management services programs will also be incorporated. The identified strategies should consider potential implementers, funding sources, data needs, timeframes, and challenges, aiming to support Maryland's safety performance measure targets. A comprehensive Safe System Approach involving all available tools will develop a list of focus areas and strategies. The consultant will confer with PSC and the TAC to review the list of focus areas where behavioral research and interventions, education, technical assistance, outreach and dissemination to partners, alcohol- and drug-impaired driving interventions, and agency or organizational messaging are appropriate will be addressed.

Task 8: Racial Equity and Environmental Justice

The SAP will be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous, Native American, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. The Safety Plan will further focus on the disproportionate adverse safety impacts that affect specific groups on our roadways, particularly people walking and biking in underserved communities. Underserved communities are identified through data and the HOCTC Environmental Justice Analysis 2021 and in collaboration with community partners. The analysis includes population characteristics and initial equity impact assessments of the proposed projects and strategies. In support of E.O. 13985 Advancing Racial Equity and Support for Underserved Communities, the consultant shall assess the focus areas and identify strategy through racial equity.

Task 9: Climate Change, Sustainability, and Economic Competitiveness

As climate change continues to reshape the environment, its future effects on roadway safety will be considered. Vulnerable roadway transportation systems and infrastructure undergoing severe weather events often experience disruption by reducing traffic mobility, increasing weather-related crash risk, and delaying evacuation processes, compromising roadway safety for all users. In addition to causing closures or delays, extreme rain, snow, fog, ice, heat, etc., may damage facilities, compromise roadway safety, and contribute to road fatalities. The consultant will consider the effects of climate change and extreme weather events and incorporate, where feasible, safety-based countermeasures, evidence-based practices, and policy changes that should also work toward mitigating climate change effects and increasingly extreme weather events. Drawing from the data, stakeholders, and the public, the consultant will identify the disproportionate impacts on underserved communities and propose strategies or policy recommendations addressing any inequities related to climate change, sustainability, and economic competitiveness. A specific lens will be applied to underserved communities, rural communities, vulnerable populations, and others to improve multi-modal transportation systems and incorporate affordable transportation options such as public transit and micro-mobility. The SAP should also demonstrate projects or actions that advance quality jobs and workforce programs and/or provide workforce opportunities for historically underrepresented groups.

Task 10: Strategy and Project Selection

Identify a comprehensive set of projects and strategies shaped by data, the best available evidence, equity considerations, and stakeholder and public input that will address the safety problems described in the SAP. These strategies, countermeasures, and projects focus on a Safe Systems Approach and effective interventions and consider multidisciplinary activities. To the extent practical, data limitations have been identified, mitigated, and discussed in prior tasks. Once identified, the list of projects and strategies will be prioritized by time ranges for when the process and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies or descriptions of programs of projects and strategies and explain the prioritization criteria used. The list should contain infrastructure, behavioral, and/or operational safety interventions. The list will be ordered within each timeframe by order of magnitude, determined by the estimated project cost and significant challenges to implementation.

Task 11: Policy and Process Recommendations

The consultant shall assess current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The USDOT National Roadway Safety Strategy Safe System Approach acknowledges that both human mistakes and human vulnerability must be incorporated into the discussion of roadway safety; the Safety Plan will recognize that to attain the goal of zero fatalities, safety countermeasures will have to focus on more than just infrastructure recommendations but encompass programs and policy decisions that impact human behavior, emergency response, and administrative actions. Other policy-oriented decisions include but are not limited to land-use recommendations, increasing safe mobility options through context-sensitive design, and addressing barriers to economic competitiveness because of the disproportionately high environmental and climate-related cumulative impacts on health in disadvantaged communities.

Task 12: Draft Safety Action Plan

A detailed draft, including an executive summary, will be developed that incorporates an overview of the crash data evaluated through the benchmarking and network screening tasks, summarizes the stakeholder involvement and contribution to the Safety Plan development, and includes the public outreach and participation in shaping focus areas and strategies; describes the proposed focus areas and methods to reduce fatal and severe injury crashes and crash rates; explains how these strategies may assist the counties in meeting safety performance targets; discusses the impacted people and areas that experience inequality in transportation safety; addresses climate change impacts on resiliency; discusses potential effects on job availability; and identifies a list projects, programs, and strategies that are potentially eligible for implementation using SS4A and other Federal and State safety funds. The draft Safety Plan is expected to be understandable to a non-technical audience and includes judicious use of tables and graphics.

Task 13: Public Outreach and Education

This task will inform, educate, and gain feedback from the entire community on the draft plan. This will consist of public workshops, including locations where underserved communities are provided equal opportunity for input.

Task 14: Final Safety Action Plan

A final draft document will be prepared in consultation with the PSC and TAC, and the final SAP will be developed after the public review period has ended and all comments are reviewed. If significant issues with the content of the Safety Plan are found, another draft and review period will be initiated.

Task 15: Progress and Transparency

The consultant will provide a methodology to measure progress after the SAP is developed or updated, including outcome data, to ensure ongoing transparency with the public and other stakeholders. The methodology, such as a web-based Dashboard, must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and the public posting of the plan online. The methodology shall include a recommended update schedule for the SAP and a maintenance schedule for all public-facing components.



Consultant Network: Writer Profile and Awards Summary

Chase Consulting Solutions, LLC

**** About Chase Consulting Solutions ****

Chase Consulting Solutions, LLC is a premier grant writing and nonprofit consulting firm dedicated to helping organizations secure funding to make a meaningful impact.

Upheld by a proven track record of success, we provide a tailored approach to meet the grant writing needs of our clients. Our [network](#) of consultants offer a robust combined experience of **more than two centuries** across the grant funding and nonprofit landscape, securing **more than \$1.5 billion** in grant funding across a range of industries.

Visit Our Website: www.chaseconsultingsolutions.com

**** Writer Profile ****

Our average writer and consultant offers **15 to 20 years** of professional experience across various industries (from education, to healthcare, to municipalities, to nonprofits [and more]), supported by a successful track record of **more than \$90 million** in grant funding secured, on average. More than **90 percent** of our writers hold **Bachelor's or Master's Degrees**, with more than **30 percent** having attained **Doctoral Degrees**. More than 60 percent of our writers and consultants qualify as minority-owned or women-owned businesses.

**** Grant Awards Summary ****

Refer to the list below for a snapshot of recent awards secured by our team of writers. This list is not exhaustive.

- \$8,150,000.00** – Texas State TCLAS Grant Program (2023)
- \$5,000,000.00** – US Department of Energy, 5 Year Project (2023)
- \$3,750,000.00** – US Department of Education, IAL Grant Program (2023)
- \$2,000,000.00** – TIRCP California, 5 Year Project (2023)
- \$1,000,000.00** – US Department of Energy, 5 Year Project (2023)
- \$45,000.00** – Graduate School of Miami University, 2 Year Project (2023)
- \$30,000.00** – Choose Kindness Everybody Belongs, Foundation Grant (2023)
- \$15,000.00** – Frank Weyenberg Charitable Trust, 1 Year Project (2023)
- \$10,000.00** – University of Pennsylvania Foundation, 1 Year Project (2023)
- \$6,000.00** – Montgomery County Foundation MBF Center Fund PIN Program (2023)

\$160,000,000.00 – National Science Foundation, 10 Year Project (2022)
\$38,000,000.00 – Texas State Disaster Recovery CDBG Program (2022)
\$9,300,000.00 – US Department of Energy, 5 Year Project (2022)
\$3,000,000.00 – US Department of Energy, 5 Year Project (2022)
\$2,000,000.00 – US Department of Energy, 5 Year Project (2022)
\$750,000.00 – US Department of Agriculture, 3 Year OPPE Project (2022)
\$550,000.00 – US Department of Labor Youthbuild Grant Program (2022)
\$300,000.00 – US Department of Agriculture, 3 Year NRCS Project (2022)
\$270,000.00 – Texas State Department of Education, TEHCY Grant Program (2022)
\$200,000.00 – US Department of Agriculture, 3 Year Project (2022)
\$129,000.00 – Desert Healthcare District and Foundation Grant, 2 Year Project (2022)
\$50,000.00 – Rees Jones Foundation, 2 Year Project (2022)
\$50,000.00 – AIDS Healthcare Foundation, 1 Year Project (2022)
\$25,000.00 – Katrina Menzing Deakins Charitable Trust, 1 Year Project (2022)
\$20,000.00 – US Department of Agriculture, (1) Resilience Grant Program (2022)
\$20,000.00 – City of Riverside CDBG Program, 1 Year Project (2022)
\$20,000.00 – US Department of Agriculture, (2) Resilience Grant Program (2022)

\$380,000.00 – LGBT (+) California State Grant Program, 2 Year Project (2021)
\$126,000.00 – Jewish Federation Real Estate Fund, 1 Year Project (2021)
\$75,000.00 – Sun Life Foundation, 1 Year Project (2021)
\$64,000.00 – Riverside County EFSP (ARPA) Grant, 1 Year Project (2021)
\$50,000.00 – Philadelphia Foundation DEI Grant Program, 1 Year Project (2021)
\$30,000.00 – San Diego County Capital Grant Program, 1 Year Project (2021)
\$25,000.00 – AIDS Healthcare Foundation, 1 Year Project (2021)
\$20,000.00 – Ocean First Corporation Foundation (2021)
\$20,000.00 – United Way of Walworth County, 2 Year Project (2021)
\$15,000.00 – Robert Schumann Foundation, 1 Year Project (2021)

\$100,000.00 – Missouri State Small Farming Business Grant (2020)
\$90,000.00 – The Hope and Faith Foundation, 1 Year Project (2020)
\$20,000.00 – Kansas State Small Business Grant Program (2020)
\$10,000.00 – Wyandotte County Small Business Grant (2020)

Prior to 2020.

\$7,000,000.00 – Homelessness Trust Fund Grant Program, Multi Year Project (2013)
\$1,000,000.00 – Robert Wood Johnson Foundation, 5 Year Project (2017)
\$1,000,000.00 – National Science Foundation, 5 Year Project (2016)
\$550,000.00 – Jackson County Treatment Gateway Grant, 2 Year Project (2012)
\$250,000.00 – United Way Texas, 1 Year Project (2012)
\$150,000.00 – Walmart Foundation, 1 Year Project (2012)
\$120,000.00 – Missouri State Department of Transportation, 2 Year Project (2012)
\$100,000.00 – Reach Healthcare Foundation, 2 Year Project (2012)

All names and contact information have been redacted.

- RESEARCH AREAS** Nonprofit Management/Leadership, Public Administration, Public Policy, Public Affairs, Latino Critical and Critical Race Theory, Social Innovation, Latino Community Issues, Latino Health Equity
- EDUCATION** University of Texas, Arlington, Arlington, TX USA
PhD, Public Administration and Public Policy, December 2020
- Fields: Nonprofit and Public Policy
 - Advisors: Karabi Bezboruah (Chair), Maria Martinez-Cosio, Alejandro Rodriguez
 - Dissertation: *Application of the Critical Race and Latino Critical Theories to Explore Social Innovation in Nonprofit Services Addressing HIV/AIDS Issues in Texas*
- University of Texas, Arlington, Arlington, TX USA
Master of Public Administration, May 2013
- Capstone Project: *Customer Government Satisfaction Analysis for the City of Kennedale, 2013*, published and presented to city council. Results used for implementation of new city and public policy
- University of North Texas, Denton, TX USA
Bachelor of Arts, International Studies, December 2008
- Concentration: Peace Studies and Latin America
 - Minor: Spanish
 - Dean's List Scholar, 2006 – 2008
- SCHOLARSHIPS** Center for Mexican American Studies, Graduate Scholarship for dissertation research focused on Latino issues, 2019
- AWARDS** Diversity Scholar Program, 2018 – 2019
Association for Research on Nonprofit Organizations and Voluntary Action

ACADEMIC WORK
EXPERIENCE

Assistant Professor, Public Affairs and Administration,
California State University – East Bay, 2023 (current)

Assistant Professor of Instruction, Public
Administration/Public Affairs, University of South Florida,
2022 – 2023

Legislative/Tallahassee Internship Program Coordinator,
School of Public Affairs, University of South Florida, 2022 -
2023

Instructor, Public Administration, Tarleton State University,
2021 - 2022

Lecturer, Political Science, University of Texas, Arlington, 2018
– 2021

Adjunct Instructor, Government, Tarrant County Community
College, 2016 – 2021

WORK
EXPERIENCE

Grant Management Associates, Program Manager/Grant
Writer/Consultant, Durham, CA, Contractor

Office of the Attorney General of Texas, Child Support
Officer/Court Officer, Fort Worth, TX, 2014 – 2015

Community Council of Greater Dallas, Dallas, TX,
Medicaid/CHIP Benefit Counselor, 2013

AmeriCorps VISTA, Salvation Army, Arlington, TX, Grant Writer
and Program Manager, 2012

Tarrant Co. Community Supervision Department, Community
Supervision Officer, Fort Worth, TX, 2008 - 2010

PUBLICATIONS

WORKING PAPERS

- PRESENTATIONS *The Continuing Stigmatization of Latina Health: A Latino Critical Theory Based Examination of HIV Service Priority for Latinas*, PA Theory Conference, Portland, OR, 2023
- Walking a Tightrope of Advocacy: Community Organizations as Mediators between Voter Suppression and Voter Participation* (paper and presentation) Independent Sector/ARNOVA Nonprofit Public Policy Symposium, 2022
- A Tightrope of Advocacy: Nonprofits Negotiate the Promise and Perils of the US Census 2020* (Paper), Association for Research on Nonprofit Organizations and Voluntary Action, Virtual Conference, 2020
- Creating Social Innovation in Nonprofit Service Delivery: Fighting: HIV/AIDS in the Texas Latino Community* (paper), Association for Research on Nonprofit Organizations and Voluntary Action, San Diego, CA 2019
- Creating Social Innovation in Nonprofit Service Delivery: Fighting HIV/AIDS in the Texas Latino Community* (poster), Association for Public Policy Analysis and Management, Irvine, CA 2019
- SERVICE MPA Advisory Board, School of Public Affairs, University of South Florida, 2022 – Present
- Undergraduate Diversity Scholars Program Committee, Association for Research on Nonprofit Organizations and Voluntary Action, 2022 – Present

Recruitment, Department of Public Administration, Tarleton State University, 2021 - 2022

Mentor to undergraduate African American and Latino/a/x students, Men of Distinction, University of Texas at Arlington, 2020 - 2021

Associate Editor of Marketing and Social Media, Journal of Public and Nonprofit Affairs, 2021 – 2023

Editorial Board, Journal of Nonprofit Education and Leadership, 2023 - current

LANGUAGES

English (Native Speaker), Spanish (Conversational), Nahuatl (Beginner)

TECHNOLOGY

Windows, Office Suite, Mac OS, Asana Program Management, Google Application Suite, NVivo, SPSS, Canvas, Social Media Expert

SKILLS

Grant Writing (Federal, State, Local, Foundation), DEI Initiatives, Program Development, Program Management, Organizational Management, Teaching, Research (Qualitative, Quantitative), Writing/Editing, Publishing, Social Media Management

Ambitious and responsible individual with over 20 years of experience in:

- ◆Grant Writing and Fund Research
- ◆Program Design and Project Planning
- ◆Non-Profit Writing and Editing
- ◆Fundraising and Contract Development
- ◆Project Management and Website Design
- ◆Strategic Planning and Marketing

EMPLOYMENT

2014- Present

Responsible for researching, development and writing all government, international, foundation and corporate opportunities for local primary medical clinics, full-spectrum human service programming and all global initiatives. I manage the accounts/reporting/submittals/ and agency requirements for both New York State and Federal (mainly HRSA) programs, contracts and applications. I also work closely with international relief agencies (primarily Direct Relief) to secure essential medication/medical equipment and supply contract ordering for global sites. Took on the project management and creative re-design of the agency website, and manage those updates. Other responsibilities include: development of fundraising strategies (local and global), writing/editing of various documents for various purposes, development of programming ideas, and participating in fundraising activities.

Heritage Centers / Heritage Centers Foundation – Buffalo, New York **2005-2014**

Program Development Coordinator / Grants Manager

Responsible for researching and writing all foundation and corporate grant opportunities, as well as manage, coordinate and write government contracts. Composed all fundraising letters, corporate/event packages and agency marketing pieces. Managed all aspects of community outreach opportunities and media relations. Handled the day-to-day management of the agency website (which recently included a complete re-design). Other responsibilities included: design and collaboration of new programming ideas; wrote & managed internal & external newsletters; took all agency photos; and participated in all special events and fundraising activities.

The Orchard Foundation – Colorado Springs, Colorado **2007-2009**

Fund Development Consultant

Developed grants for missionaries involved in human service, community development and evangelical projects. Consulted with The Christian Missionary Alliance National Headquarters, The Orchard Foundation (their fundraising arm), and Compassion & Mercy Associates on multiple projects, developing new programs/initiatives and needed fundraising strategies for each. Also researched potential funding sources and grant opportunities.

The Salvation Army – Buffalo, New York **2000-2005**

Director of Grants and Media

Responsible for researching, writing and securing all request for proposal (grant) opportunities. Managed all aspects of community outreach and media relations. Worked daily to build community and business partnerships. Had complete creative freedom to conceptualize, plan and implement fundraising events. Other responsibilities included: community speaking engagements, design and implementation of new programming ideas and all forms of writing from newsletters, appeal letters and brochures to magazine articles.

EDUCATION

State University College of New York at Buffalo

Bachelor of Arts Degree in Public Communication, May 1992

State University of New York at Buffalo

Psychology Major, 1987 – 1990

SUMMARY

Adept grant writer and regulatory affairs manager with more than 10 years of experience and proven success in securing over **\$30.0M** in funding from government agencies and other grantmakers. 3 years of experience and success in securing funding from federal infrastructure opportunities including NTIA's Broadband Infrastructure Program. Established expertise in regulatory affairs, proposal writing and grant project management including pre- and post-award compliance, 2 CFR 200, NEPA and Section 106 compliance. Driven to clearly and effectively communicate complex technical projects to a variety of non-technical audiences.

EDUCATION

2012 - 2016

Peacebuilding and International Development

Eastern Mennonite University

2021- current

SOFTWARE

ARCGIS Pro 

QGIS 

LAStools 

Adobe Suite 

Monday.com 

Quickbase 

Quickbooks 

WORK EXPERIENCE

Regulatory Affairs Manager

Frontier Communications Parent Inc.- Grant Administration

2023 -Pres.

Analyze and advise on a wide array of legal, legislative, and regulatory issues including: pending and enacted legislation, regulatory proceedings, and public interest initiatives such as IIJA, CPF/SLFRF, BEAD/BIP, NEPA, and others.

Coordinate the submission of grant proposals and ensure compliance with all deadlines and requirements.

Prepare strategically written responses to infrastructure grant opportunities, including Requests for Information, Requests for Proposal, and state and federal grant applications.

Communicate with state and federal broadband grant administrators as needed for clarification of rules, requirements and processes.

Track and analyze grant-related data to provide regular reports to senior leadership.

- Responsible for more than \$500M in applications pending award across multiple states.
- Developed processes for high volumes of applications for overlapping opportunities.
- Ensure quality control and review of final proposal narrative and spatial data.

Grant Writer

Upward Broadband LLC - Paradise, PA

2020 -2023

Evaluate funding opportunities and develop compelling proposals to secure funding for projects.

Create and maintain accurate network coverage and demographic maps utilizing GIS for infrastructure network design.

Ensure compliance with program guidelines and federal law including NEPA review during the construction and implementing necessary mitigation measures.

Provide technical expertise and guidance to team members and stakeholders on funding opportunities including state and federal regulations on procurement, wage determination, and environmental review requirements.

- Awarded over \$24.0M in competitive funding for Infrastructure projects throughout PA.
- Developed LiDAR processing method for viewshed and line of sight modeling.

OTHER SKILLS

Fundraising	<div style="width: 75%;"></div>
Program Design Monitoring & Evaluation	<div style="width: 80%;"></div>
System Analysis	<div style="width: 70%;"></div>
Drone Piloting	<div style="width: 75%;"></div>
Circle Process	<div style="width: 75%;"></div>
Qualitative Analysis	<div style="width: 75%;"></div>
Board Development	<div style="width: 75%;"></div>

ORGANIZATIONS

Our Community Place

VP, Board of Directors

Dusty Joy Foundation

Board Member

World Animal Guardians

Board Member

American Evaluation Assoc.

Member

INTERESTS

Community Nonprofit Development

Positive Reinforcement Dog Training

Tabletop Roleplaying Games

Trauma Awareness and Resilience

Law in Virtual Worlds

WORK EXPERIENCE

Grant Writer

Freelance - Harrisonburg, VA

2013 - 2023

Research grant opportunities for individuals and nonprofit organizations.

Develop compelling case for funding through proposal narrative.

Prepare a realistic program budget according to needs.

Provide support and guidance on grant administration and reporting requirements throughout the lifecycle of the grant.

- Successful awards range from \$20k to \$1.0M.
- Individual awards include: Fulbright Scholar and Fernand Braudel Senior Fellowship.

Process Manager

Paradise Energy Solutions - Harrisonburg, VA

2020-2022

Responsible for writing and submitting USDA and local grant proposals.

Coordinate with local and state agencies to obtain permits and interconnection agreements.

Coordinate with internal and external stakeholders to ensure that all necessary documents are submitted and that all deadlines are met.

- Secured \$500k in USDA REAP funding for farmers and small business owners.
- Developed multiple simultaneous projects ranging from 10kW to 600kW.

Programs and Development Associate

Syrian Expatriate Medical Association- Address

2019 (6mo)

Forge strategic partnerships and served as liaison for all in-country affairs.

Responsible for advancing a diverse and sustainable funding portfolio.

Implement budget and fundraising action plan for capital projects in Syria and Iraq.

- Over \$200k increase in funding from foundations and private donors.
- Oversaw compliance of program expansion into Yemen.

Research Assistant and Copy Editor

Washington and Lee University School of Law under
Joshua A. T. Fairfield

2017 (6mo)

- Research for and edit book proposal for Cambridge University Press: Owned (2017).
- Identify and write fellowship grants for then upcoming sabbatical for Joshua Fairfield.

Monitoring and Evaluation Consultant

Women's Peacebuilding Leadership Program, Virginia

2017 (6mo)

- Provided instruction, guidance and feedback on DM&E Principles in educational context.
- Led qualitative coding data analysis from program and instructor reviews.

Professional Summary

- Re-branded \$100 million statewide lottery-funded grant program, The Fund for Veterans' Assistance. Increased funding by over 106% by collaborating with the Texas Lottery Commission to revamp ticket appearance. Created, implemented, and executed compliant grant application materials, award selection processes, and a grant monitoring program.
- Oversaw the creation of federal grant pass-through documents for \$782 million of American Rescue and Reinvestment funds for use with Texas' institutions of higher education.
- Texas Fiscal Officers' Academy 2012 graduate and 2014 instructor. A biennial invitational leadership development program for state professionals. Presented an overview of federal pass-through requirements and OMB guidance.
- Appointed by Governor Perry to the State Employee Charitable Campaign Advisory Committee to evaluate nonprofit organizations for the annual giving campaign.
- Obtained a \$38 million Community Development Block Grant Disaster Recovery grant for the City of Seguin for flood mitigation improvements.
- Member of the revision committee for the State of Texas' Uniform Grant Management Standards/Texas Grant Management Standards.

Skills

Master of Business Administration (MBA)	Public Speaking
Federal Grant Management Certification	Online Course Instruction
Financial Management	Leadership
Project Management	

Work Experience

October 2019 to Present

- Responsible for all city grants including all pre-award, submission, and post-award activities.
- Increased grant portfolio over 6000% in two years to over \$50M in awarded federal and state funds
- Secured \$38M CDBG mitigation grant to address four substandard drainage areas.
- Presentations at City Council meetings, as required.

Acting CFO, Best Texas Travel, Seguin, Texas

July 2017 to October 2019

- Established all back-office accounting, management procedures, payroll, and payment systems for Son's Island.

Grants Contractor, Austin, Texas

September 2014 to October 2019

- Easterseals Central Texas. Secured over \$2 million in federal and state funding for workforce programs, housing assistance, and an adaptive gym facility for people with disabilities.
- Department of Public Safety. Reviewed contracts greater than \$20 million for adherence to state contracting guidelines, included federal grant procurement under 2 CFR 200.
- Heroes Lodge Project. Started a veteran nonprofit to build affordable housing units in the Austin-area using repurposed modular containers financed with HUD-VASH grant funds.

Director, Fund for Veterans' Assistance, Texas Veterans Commission, Austin, Texas

August 2012 to December 2014

- Managed the Fund for Veterans' Assistance, the largest lottery-funded veteran grant program in the country. Leveraged knowledge and relationships to bring this grant program into state compliance. The Fund contains housing, mental health, specialty court, and general assistance grants with bi-annual awards of over \$48M.
- Directed a staff of over twelve grant professionals and a nine-member state appointed advisory committee.
- Presented grant education and grant awards to numerous veteran organizations throughout the state. Attended and presented at state Senate and House of Representatives committee hearings regarding the Fund and current business matters.

Director, Contracts and Grants, Texas Higher Education Coordinating Board, Austin, Texas

April 2008 to June 2012

- Established a contract and grant department to centralize over \$1 billion of federal and state funding. Staffed new department with six internal and external candidates. Oversaw pre- and post-award grant programs, purchasing department, HUB program, and audit compliance staff.
- Implemented a contract and grant SaaS routing system to track and approve all documents. This was the first time the agency was able to view all contract and grant documents in one system and to encumber funds per GASB.

Senior Financial Analyst, St. Jude Medical, Austin, Texas

July 2006 to April 2008

- Functioned as part of a finance team that administered sales commissions to over 1,800 sales reps.
- Assisted in software implementation that moved company from a manual process to a web-based solution.

Senior Analyst, Texas Association of School Boards, Austin, Texas

October 2001- July 2006

- Responsible for assistance with risk management, financial planning, budgeting, and audits.

Worldwide Revenue Manager, Micro Processor Division, AMD, Austin, Texas

1998 to October 2001

- Coordinated worldwide processor revenue of over \$1.2 billion annually according to revenue recognition accounting principles.
- Implemented a worldwide accounting tracking process that enabled revenue projections within 1% at quarter end.

Education

University of Houston

Master of Business Administration (MBA)

Rhodes College

Bachelor of Arts (BA) with Honors, International Studies/Arabic

PROFESSIONAL SUMMARY

- Energetic, experienced, and accomplished professional with a proven record of intuitive and insightful leadership that fosters inclusion, team building, fiscal accountability, and dynamic problem solving.
- Career characterized by more than 18 years of academic success at universities that offer **baccalaureate degrees, master's degrees**, and doctorates in administrative, leadership, and teaching roles.
- More than 11 years of experience in the nonprofit arena including donor relations, program evaluation, program design, grant writing, grant reviewing, grant management, and major gifts.

EDUCATION

- 2005 Capella University | Minneapolis, MN | *Doctor of Philosophy in Human Services*
- 2002 Columbia College | Columbia, SC | *Master of Arts in Human Behavior and Conflict Management*
- 1995 Columbia College | Columbia, SC | *Bachelor of Arts in Public Affairs*

EXPERIENCE

1/2015 – Present

Independent Grant Consultant/Contractor

Key Responsibilities

- Conduct grant prospecting and research for various nonprofit entities.
- Assist nonprofits in developing short and long-term strategic plans.
- Assist nonprofits with program planning and program evaluation.
- Write and submit grant proposals to private foundations, corporate foundations, and federal government agencies for nonprofit clients.

08/2019 – 11/2022

Big Brothers Big Sisters of America

National Director of Development

Key Responsibilities

- Prepared superior quality grant applications, proposals, reports, presentations, and other communications for submission to funders in a timely manner
- Maintained the reporting calendar for tracking all proposals and grant submission deadlines
- Attended, coordinated, and assisted with foundation-related donor meetings and events
- Conducted research to identify suitable funding prospects

Major Accomplishments

- Successfully secured more than \$10 million in grant awards

10/2014 – Present

Indiana Wesleyan University

Adjunct Assistant Professor of Human Services

Key Responsibilities

- Teach graduate and undergraduate human services courses

07/2010 – 06/2020

Southeastern University

Assistant Professor of Human Services

Key Responsibilities

- Taught graduate and undergraduate human services courses
- Created course curriculum for master's level classes
- Advised graduate students

06/2016 – 09/2017

Thurgood Marshall College Fund

National Director of Major Gifts and Grants

Key Responsibilities

- Was responsible for the cultivation, solicitation and stewarding of a portfolio of major gifts (at least \$1 million) donors and prospects
- Managed a portfolio of 50 major gift prospects to meet annual team goals in conjunction with traveling to meet individuals
- Researched and wrote grants for both private, corporate, and federal entities

Major Accomplishments

- Successfully secured a \$5 million grant award from a major corporation

02/2013 – 06/2014

Providence Hospitals Development Foundation

Grant Writer/Research Associate/Major Gifts

Key Responsibilities

- Researched prospective funding sources and provided information to the development staff concerning guidelines and concept development
- Tracked, wrote, edited, prepared and submitted all grant proposals and other solicitations to corporate, foundation and individual donors
- Provided assistance in planning and development of the foundation's proposals, including preparation of budgets
- Maintained database to track proposals, funders, fund restrictions and reporting requirements
- Collaborated with the Director of Direct Mail and Individual Giving in an analysis of the donor database to seek out new major gift prospects and to structure appropriate strategies for building relationships

Major Accomplishments

- Successfully secured more than \$1 million in grant awards

08/2010 – 12/2011

Dorn Research Institute

Executive Director

Key Responsibilities

- Provided leadership, direction and administration by managing a budget of over \$1 million and a staff of 10
- Developed long-term strategic plans for the organization's management and growth
- Was responsible for the execution of industry-sponsored grants and contracts with VA faculty researchers

08/2006 – 08/2010
Allen University
Director of Research and Sponsored Programs

Key Responsibilities

- Led the university's strategy for growing and diversifying revenue in the institutional advancement program
- Researched and wrote grant proposals for various university programs
- Had complete oversight of the university's Title III program
- Managed a Title III budget of \$5.3 million and a program staff of 25
- Created programs for student retention and academic success

Major Accomplishments

- Successfully secured grant funding for facility projects, scholarships, endowments and special projects in excess of \$22 million
- Was instrumental in getting faculty to begin writing grant proposals in an effort to make their departments self-sustaining.

07/2005 – 08/2006
Allen University
Special Assistant to the President

Key Responsibilities

- Worked directly with the President and the Chair of the Board of Trustees in planning and executing Board meetings
- Provided high-level administrative support to the President, as well as to the Assistant Vice President for Strategic Initiatives and members of the senior leadership team when assigned by the President
- Served as a key resource and provided ongoing public relations on the President's behalf to students, faculty, staff, trustees, donors, dignitaries, and other constituents
- Performed a variety of writing and presentation assignments, which included announcements, reports, speaking points, analyses, meeting minutes, presentation slides, and other written material
- Generated, reviewed, and revised materials, reports, and correspondence as necessary, including written material developed by other offices as needed
- Attended meetings and events on and off campus as assigned
- Did dispute resolution among faculty and staff

01/2002 – 06/2005
Mental Illness Recovery Center
Housing Director

Key Responsibilities

- Oversaw the day-to-day operations of four apartment complexes for mentally ill clients
- Managed staff members, such as case managers and other mental health professionals who worked at the apartments
- Trained new staff and evaluated and monitored staff performance
- Coordinated and oversaw the delivery of services for residents

CERTIFICATES

- Diversity, Equity, and Inclusion in the Workplace Certificate (University of South Florida — Muma College of Business)
- The Workplace and Personal Wellness Foundations Certificate (M3 Center — University of South Florida)

- Inclusive and Ethical Leadership Certificate
(M3 Center — University of South Florida)
- Racial Reconciliation and Healing Certificate
(American Association of Christian Counselors)

PROFESSIONAL ORGANIZATIONS

National Organization for Human Service Professionals (NOHS) (member since 2014)

COMMUNITY SERVICE ORGANIZATIONS

Alpha Kappa Alpha Sorority, Inc. (member since 2003)

Proposal Development, Project Management, Strategic Thinking, Research & Analysis, Writing & Editing, Collaboration & Leadership, Proposal Review & Quality Assurance, Relationship Building, Financial Acumen, Proposal Management Tools, Organizational Effectiveness, Contractual Knowledge, Problem Solving, Time Management, Presentations & Communication, Continuous Improvement, Change Management, Compliance & Risk Assessment, Milestones & Timelines, Strategic and Business Management.

Work Experience Highlights

Consultant

2011-Current (Concurrently)

Self-Employed

San Antonio, TX

- Provided **grant writing** and consulting services to nonprofit organizations, community agencies, political candidates, & small business owners.
- Supported **grant writing, budgeting, fundraising, organizational development, marketing, & strategic planning.**
- Conducted thorough research to **identify** grant opportunities and **potential funding sources**, ensuring a strategic and **targeted approach** to fundraising.
- Demonstrated **excellent writing skills**, crafting persuasive narratives, and **effective budgets.**
- Performed in-depth **organizational analyses** to identify and address internal challenges, utilizing critical thinking and problem-solving skills to **develop effective solutions** and drive organizational change.
- Conducted **regular grant compliance reviews**, identifying any discrepancies or issues and taking appropriate actions to address them.
- Collaborated with program staff to assess the effectiveness of programs, collect data for **performance indicators**, and **evaluate program outcomes.**

San Antonio ISD

2021-2022

Grants Specialist I

San Antonio, TX

- Developed **complex proposals** for federal, state, local, and foundation funders totaling more than **\$12M**, including needs statements, objectives, **performance measures**, and **budgets** on behalf of district-wide initiatives.
- **Collaborated** with program staff and finance department to gather relevant information and data to support grant applications and continued these efforts throughout the post-award phase. Monitored grant activities, including **project implementation, budget tracking, and evaluation.**
- Managed project plans, outlining **key milestones**, tasks, and deadlines, effectively **managing multiple proposals simultaneously** and meeting deadlines.
- Managed the proposal development process from prospect research and project initiation through timely submission, **coordinating cross-functional teams** to produce **high-quality, compelling proposals.**
- **Managed a portfolio** of grants in the post-award phase, **ensuring compliance** with grant agreements, **reporting requirements**, and budget guidelines.

Texas Historical Foundation

2020

Development Director

Texas (statewide)

- Duties included **project management**, grant writing, creating & overseeing a strategic marketing plan, **hiring & supervising contractors**, planning conducting a complete website overhaul, and **developing SOPs, goals, and KPIs.**
- Led **change management initiatives**, guiding stakeholders through transitions, **ensuring successful adoption** of new processes, technologies, operations, and organizational structures.
- Assessed **administrative operations** & made recommendations for succession planning, growth & innovation, & long-term sustainability. Developed policies and procedures for **organizational effectiveness.**
- Spearheaded organization's first **CRM database implementation** with Salesforce. Guided project from creation of policies through implementation as the organization's **Salesforce administrator.**

YOSA (Youth Orchestras of San Antonio)
Development Director

2017-2018
San Antonio, TX

- Developed and executed a comprehensive fundraising and marketing plan, surpassing fundraising targets and **generating over \$900,000 in revenue. Orchestrated successful campaigns** to secure major gifts, corporate funding, event sponsorships, matching funds, foundation & government grants, and planned gifts.
- **Led and managed** grant writing projects, event planning, and fundraising outreach efforts, ensuring **alignment with organizational objectives**. Established and implemented fundraising policies and procedures to **streamline processes** and enhance effectiveness. Oversaw digital fundraising activities, volunteer management programs, annual fund campaigns, and donor database management.
- **Fostered collaboration** among the Executive Director, Board of Directors, development staff, and volunteers, **creating a cohesive team environment**. Organized and facilitated a board giving program, provided guidance to board. **Devised and executed targeted approaches** for donor acquisition, cultivation, solicitation, and stewardship. Provided supervision and mentorship to staff and interns, encouraging professional growth, and **achieving program success**.

Autism Community Network
Marketing & Community Coordinator

2015-2016
San Antonio, TX

- Successfully **secured winning grants** by crafting compelling proposals. Cultivated relationships with corporate donors, individuals, and foundations, **fostering ongoing support for the organization**.
- **Developed and implemented** a strategic fundraising plan to maximize revenue generation and diversify funding sources.
- Oversaw donor **database management**, ensuring accuracy and generating reports for leadership & accounting teams. Maintained meticulous records to facilitate effective donor stewardship and financial tracking.
- **Led all aspects of agency communications**, including social media management, newsletters, and press releases. **Delivered engaging presentations** and served as a knowledgeable community liaison, fostering collaborative relationships, and promoting the organization's mission and impact.
- **Orchestrated successful events**, coordinating venues, guest speakers, sponsorships, marketing materials, and vendor management. Ensured seamless event execution resulting in enhanced visibility, increased engagement, and **strengthened partnerships**.

Institute for Economic Development
Research Assistant

2011-2012
Univ. of TX San Antonio

- **Analyzed, compiled, and summarized** data for research papers, policy briefs, needs assessment reports, and economic impact studies, **supporting evidence-based decision-making**.
- Successfully applied **project management**, research, writing, editing, and **qualitative & quantitative data analysis skills** to generate easily understood content and facilitate knowledge dissemination.

Education

Certified Fundraising Executive (CFRE), awarded November 2020 by CFRE International
Master of Professional Studies, Community Development, 3.55 GPA, University of North Alabama
Bachelor of Interdisciplinary Studies, Business/Sociology, 3.40 GPA, University of North Alabama

Awards & Community Involvement

“Most Money Raised” - Second place in category award during The Big Give SA (San Antonio's Community Giving Day), 2018

“Best Volunteer Program”- Second Place Award at the 2014 **International Festivals & Events** Association Conference (IFEA)

Association of Fundraising Professionals San Antonio Board of Directors 2018-19, 2021-2023

Mission Trail Rotary Club: 2021-22; Charity Bike Race Committee

EXPERIENCE

Project Manager -Government Proposals January 2023 to Present CVS Health, Clinical Trials Services (CTS) Real World Evidence (RWE) Safety Surveillance & Collaboration (SS&C), Nationwide

- Lead key department expansion of government contracts and grants by identifying potential government contracts and grant opportunities that match the RWE and SS&C mission and developing government contracts and grant proposals.
- Plan and execute the government grantmaking process by working with the CTS RWE scientific, analytical, legal, program, and finance teams to research funding opportunities
- Develop responses to requests for information and proposals, develop grant budget, manage documents and deadlines, and track grantee results.
- Design tracking mechanism and analysis tool for tracking and reporting on all opportunities, located, submitted, and awarded.

Contracted Project Manager/Grant Writer -Government Proposals August 2022 to January 2023 CVS Health, CTS RWE SS &C, Nationwide

- Lead key department expansion of government contracts and grants by identifying potential government contracts and grant opportunities that match the RWE and SS&C mission and developing government contracts and grant proposals.
- Plan and execute the government grantmaking process by working with the CTS RWE scientific, analytical, legal, program, and finance teams to research funding opportunities
- Develop responses to requests for information and proposals, develop grant budget, manage documents and deadlines, and track grantee results.
- Design tracking mechanism and analysis tool for tracking and reporting on all opportunities, located, submitted, and awarded.

Senior Grant Writer 2018-August 2022 Chestnut Health Systems, Illinois and Missouri

- Lead cross organizational meetings designed to identify needs, grant proposal direction and content, expected outcomes, and potential funding sources.
- Create and implement annual grants budget with dollar goals and timelines.
- Provide quarterly details/reports regarding grant acquisition, research and denied applications.
- Initiate and coordinate off-site and on-site tours for potential partners and funders.

Executive Director June 2017-2018 St. Charles County Family Resource Center, St. Charles, MO

- Directs and evaluates the programs of the organization, developing new programs and activities in response to assessment of community needs. Develops and recommends for Board adoption policies to carry out the operation and services of the agency.
- Works with the Board and management staff to ensure the fiscal health of the Agency.
- Manages the Agency's annual budget, delegating its preparation to the Business Director.
- Hires, develops, and supervises Agency personnel, delegating such responsibilities as are appropriate to staff.
- Administers personnel policies to ensure positive employee and volunteer relations within legal guidelines.
- Markets the Agency to the public through speaking engagements, media interviews, and publications. Oversees the development of reports, brochures, newsletters, and educational materials, delegating design and production responsibilities to appropriate staff members.

- Demonstrates awareness of socioeconomic and cultural diversity.
- Promotes Performance Quality Improvement of the Agency's services and operations.
- Communicates with local, state, and national organizations to increase the impact and visibility of the Agency's work.
- Serves on regional and statewide planning and coordinating bodies as appropriate.
- Acts as liaison to the Board of Directors, keeping it informed of Agency operations so that it has adequate information to carry out its policy-making responsibilities.
- Offers professional advice to the Board when Board action is required.
- Attends or is represented by a designee at all meetings of the Board of Directors and Committees of the Board.
- Supports Board actions to the public and staff.

Grants and Communications Coordinator 2016-June 2017 Safe Connections, St. Louis, MO

- Lead quarterly inter-departmental meetings designed to identify needs, grant proposal direction and content, expected outcomes, and potential funding sources.
- Serve as social media manager, including the development of content, copy editing and scheduling of posting to all social media accounts.
- Create and implement annual grants budget with dollar goals and timelines.
- Provide monthly details regarding grant acquisition progress for Board of Directors.
- Initiate and coordinate off-site and on-site tours for private foundations and corporate donors.
- Support all public awareness efforts as needed through messaging and organizational status reports.
- Schedule and organize interviews with area news outlets regarding public awareness for issues pertaining to domestic and sexual violence when appropriate.

Grant Manager/Juvenile Detention Alternative (JDAI)-Disproportionate Minority Contact (DMC) Coordinator 2015-2016 Juvenile Office, St. Charles, MO

- Identify populations who are overrepresented at different stages of the Court system than similarly situated Caucasian youth and families.
- Develop plans, policies, and procedures to reduce populations who are overrepresented at different stages of the Court system than similarly situated Caucasian youth and families.
- Ensure that various policies and procedures of the Juvenile Office are following grants and JDAI core strategies and philosophies.
- Provide clarification regarding Juvenile Office policy on utilization of the Juvenile Detention Assessment (JDTA) and ensure proper implementation of the JDTA in the Juvenile Office
- Develop and implement strategies including programing to reduce youth detained at the Juvenile Center in St. Charles County, MO.
- Develop and implement strategies to reduce formal case filing on youth and families subject to the Court's Jurisdiction.
- Develop and implement strategies to reduce youth committed to Division of Youth Services (DYS) and/or youth certified as an adult.
- Schedule and facilitate various community meetings including but not limited to the St. Charles County JDAI Collaborative and St. Charles County DMC Committee meetings.
- Complete and submit all grant applications, grant reports and JDAI reports accurately by specified due dates.
- Create quarterly and annual Juvenile Office Reports for the Juvenile Office and the Community with information regarding the overall performance of the Juvenile Office.
- Track and monitor legislation relevant to Missouri's Juvenile Justice System.
- Provide updates regarding Missouri Juvenile Justice System, DYS, Children's Division (CD), JDAI, the JDTA, DMC, the trauma informed approach, the adolescent brain, and legislative updates to the Juvenile Officer and at community meetings held at the Juvenile Office.

- Conduct various presentations to the community including law enforcement regarding the Missouri Juvenile Justice System, JDAI, the JDTA, DMC, the trauma informed approach and the adolescent brain.

Deputy Juvenile Officer (DJO)-Child Protection Unit 2003-2015 Juvenile Office, St. Charles, MO

- Create treatment plans for families with history of abuse and/or neglect
- Attend meetings to communicate with family support teams regarding a family’s progress on treatment plans.
- Communicate a family’s treatment progress to the Court in a Courtroom setting.
- Develop case plans for cross over including the appropriateness of DYS as a treatment option.
- Identify and develop strategies to eliminate barriers for families’ subject to the Court’s jurisdiction.
- Develop exit plans for youth prematurely exiting foster care placement.
- Enter and maintain accurate data in Justice Information System (JIS).
- Maintain and manage online surveys for program research and evaluation.
- Obtain up to date information regarding best practices for sexual abuse cases.

EDUCATION

Grant Proposal Writing Training, Grantsmanship Center	2017
Advanced training on JDAI philosophy and reducing DMC	2015-2016
Certificate in Grant Proposal Writing-Fort Hays State University	April 2013
Master of Business Administration-Lindenwood University	June 2009
Master of Art in Counseling-Lindenwood University	May 2003
Bachelor of Art in Psychology-Lindenwood University	May 2000

ADDITIONAL EXPERIENCE

Governance Board Member

St. Charles County Family Resource Center	2013-June 2017
Child Center Inc.	2010-2012

Panel /Committee Member

JDAI Collaborative Member/Moderator	2015-2016
Juvenile Justice Planning Committee Member/Moderator	2015-2016
Disproportionate Minority Contact Committee Member/Moderator	2015-2016
Saint Charles Kids Needs Panel Member/Moderator	2011-2013
Juvenile Office Charity Committee Member/Moderator	2011-2012

EDUCATION

The University of Texas at Dallas

Naveen Jindal School of Management

B.S. in Human Resource Management; Minor, Public Policy

Richardson, Texas

May 2019

Brite Divinity School

Courses towards a Master of Divinity

Fort Worth, Texas

August 2019-May 2020

EXPERIENCE

My Health My Resources of Tarrant County (MHMR)

Grant Supervisor

Fort Worth, Texas

March 2023-Present

- Facilitates the submission of 20+ local, state, and federal grant applications per year
- Provides support for post-award reporting and management for 5+ local and federal grants
- Direct supervisor for the Grant Specialist (1 FTE)
- Provides ongoing support for the MHMR Foundation including the submission of grants from private philanthropy, donor stewardship, and event support

Grant Coordinator

July 2021-March 2023

- Led the writing and submission for 12+ proposals to various federal, state, and local agencies
- Assists the Senior Director of Development with the preparation and submission of 30+ proposals per year
- Manages the donor database for the MHMR Foundation

Ronald McDonald House Fort Worth

Resident Manager (part-time)

Fort Worth, Texas

April 2021-June 2023

- Maintains a working knowledge of the House's crisis manual
- Responds to after-hours emergencies in a trauma-informed and person-centered manner
- Provides support as-needed to the House Relations team during inclement weather staff absences

Weekend Manager (part-time)

February 2020-April 2020

- Managed daily operations of the house including referral intake, facilitating the check-in/check-out process, running background checks, supervising volunteers, and tracking in-kind donations

The Cliburn

Development Associate

Fort Worth, Texas

March 2020-July 2021

- Submitted 40+ grant requests to various foundations and government entities
- Managed grant reporting for grants from 20+ foundations and government entities
- Assisted with database management, filing, and other administrative needs for the development team
- Assisted with printing 7+ mass mailings that range from 200-1,500 donors

Wesley-Rankin Community Center**Dallas, Texas***Donor Relations Coordinator*

December 2019-March 2020

- Regularly researched new foundations and major donor prospects for Development Manager and Executive Director
- Performed regular data entry and maintained DonorPerfect database
- Produced weekly donor acknowledgements for Executive Director

Development Assistant

May 2019-December 2019

- Wrote 5+ grants to fund 2020 programming
- Solicited in-kind donations from 25+ corporations and received donations valued over \$2,000

FREELANCE WORK

Various Clients**Fort Worth, Texas***Grant Writer and Consultant*

October 2022-Present

- Provides freelance grant writing services for various arts and agricultural organizations.

VOLUNTEER WORK

US Department of Education**Washington, D.C.***Grant Panelist*

July 2023-Present

USDA Rural Development**Washington, D.C.***Grant Panelist*

June 2023-July 2023

USDA Agricultural Marketing Service**Washington, D.C.***Grant Panelist*

June 2022-Present

The Trevor Project**Los Angeles, CA***TrevorText Crisis Counselor*

February 2020-May 2022

Texas Commission on the Arts**Austin, Texas***Grant Panelist*

August 2020-February 2021

ADDITIONAL INFORMATION

Affiliations: Grant Professionals Association (GPA) North Texas & International, member**Awards:** Eagle Scout, US-UK Fulbright Commission Summer Institute Grant**Technical:** Blackbaud Raiser's Edge, DonorPerfect, and various grant portals (eRA Commons, eGrants, JUST Grants, ZoomGrants, Foundant, Grants.gov, etc.)

Summary of Qualifications: Strong writing professional with excellent fiscal management, operations skills, and professional relationship-building ability that are sincere and effective. Expert communications professional who can manage national public relations campaigns and writing projects with precision, clarity, timeliness, and strong leadership. Able to strategically plan, research, write and manage writing projects ranging from custom business process and procedures training manuals to proposals. Seasoned grant writer and development strategist with over 20 years of experience. Volunteer television producer and talent with innovative ideas for programming regarding self-help methods in counseling.

Professional Experience

Wise Writers and Speakers, Owner, 2001 to Present

Professional Writing and Consulting Company

Project Highlights

- * 2020 – Ongoing Volunteer Television Producer for Faith-Based Sexual Abuse Recovery
- * Technical Writer of SOPs and other documentation
- * Thumbtack’s Number One Resume and Business Writing Service Award Winner in Kansas City with seven years of Thumbtack’s Customer Service Awards
- * Overcoming Sexual Abuse Book Series Author & Faith-Based Counselor/Case Manager - Lead and managed the team for a faith-based project for preschoolers, school-age children, teenagers, and adults – taken series from concept to marketplace
- * Successful Grant Writer and 501c3 Application Writer for various non-profit organizations
- * Author of Hola! Academic Success Student Case Management Book Series

H&R Block Corporate Communications Project

2009-2010 Tax Season Latino Public Relations Consultant – Created and managed the first Latino Public Relations Plan in Chicago, Houston, Dallas, Los Angeles, New York, and Puerto Rico

2009 Latino Public Relations Consultant Income Tax Course – Successfully managed the first Latino public relations efforts to promote ITC in Chicago, Houston, Dallas, and New York to increase Latino Media Coverage

2008 United Excel Corporation Merriam, Kansas- Independent Contractor/Writing Consultant for a major construction company in Merriam, Kansas. Successfully wrote three custom training manuals for company use in the areas of video conferencing, human resources, and processes & procedures

Armourdale Renewal Association, January 2016 to July 30, 2018

Part-time Executive Director

- * Fiscally trimmed budget and established a new dynamic image and positive rapport with the community
- * Increased budget by 250% in 23 months with grants and community partnerships and brought the organization out of debt
- * Created a welcoming public relations campaign so the community gains access to services
- * Established a solid working relationship with vendors and community partnership on behalf of struggling community members
- * Gained rapport with business leaders, politicians, residents, and local institutions

Comprehensive Mental Health Services (CMHS) Jan 2011 to June 4, 2013

- * Grant writer who raised over three million dollars each year with a team member in grants, contracts, and durable goods for agency
- * Public Relations/Cultural Competency Consultant/Sustainability and Strategic Planner
- * Grant schedule creator of current grant filing system for CMHS

Kansas Workforce Partnership, Kansas City, Kansas, June 18, 2007- April 4, 2008

Career Coach/ Public Speaker/Workshop Presenter

- * Assist over 150 individuals with resume writing daily in Career Center
- * Disseminate current career opportunities to clients in a very timely fashion
- * Conduct career-related workshops for a vast array of clients

KCKATS Kansas City, Kansas, 2004-2007

Diversity Facilitator/Retention Specialist for a higher education facility

- * Increased the number of the Hispanic student population by 150%.
- * Gained a \$25,000.00 grant for bilingual advertising from the Kauffman Fund and a \$100,000.00 grant for a robot
- * Created recruiting marketing material for Latino high school and post-secondary students
- * Counseled students who are experiencing “crisis” situations and created Student Case Management
- * Increased the number of Non-Traditional students by 30%
- * Successfully recruited 80-90 new students to KCKATS

Medina & Associates Kansas City, Missouri, 1993 -2001

Owner/President

- * Gained 500 clients in cold calling in 6 months for Hispanic Business book, La Lista Latina
- * Assisted clients in targeting the Hispanic market for Missouri Lottery and Missouri Tourism
- * Created the Latino Expo at Bartle Hall in 1995, 1996 and 1997

Education

- * 2001 Word Bible College Doctorate in Christian Psychology
- * 1999 M.A. in Liberal Arts Baker University
- * 1999 M.A. in Business Management & Leadership Baker University
- * 1988 B.A. Communication Studies UMKC
- * 1988 B.A. Political Science UMKC

Communications Background

Grant Writing and Board Member Relationship Building Experience

2022 USDA Grant for \$200,000
2022 Empowerment Pitch Grant Winner \$3000
2022 Wyandotte County Resilience Grant \$5,3000
2022 USDA Resilience Grants for two clients \$20,000 each
2020 State of Missouri Small Farming Business Grant for CBP \$100,000
2020 Wyandotte County Small Business Grant \$10,000
2020 State of Kansas Small Business Grant \$20,000
2020 UMKC Small Business Resilient Grant \$5,000
2017 & 2018 Neighborhood Rising Fund Grant \$3000 for ARA
2017 \$50,000 Shawnee Park 14 Exercise Station Project
2017 H&R Block Grant for \$7,500
2016 & 2017 Unified Government & Hollywood Casino Grant \$9.000
2015 Neighborhood Rising Fund \$3000 Grant for CABA
2015 Major Gift Broker for an \$800,000 building of the former Renaissance West to Client
2014 The Sexual Abuse Restoration Program Inc. Kansas Business Plan Writer
2014 Where Are All the Christian Men at Faith-Based Organization Consultant
2014 Boys 2 Men 501c3 Application and Business Plan Writer
2014 KC Kids on Track Inc. 501c3 Application Writer and Board Building
2013- 14 Ambiance on the Water Project Planner
2013 Hickman Mills Prevention Coalition SAMHSA Drug-Free Community Continuation
\$750,000 Application
2013 Hickman Mills Prevention Coalition Sustainability Plan Author
2011-2012 Beyond the Conviction (BTC) Grant Writer and Program Developer who secured
BTC's first \$30,000.00 in grants
BTC's Career Tools for Women Program creator funded by the Greater Kansas City Women's
Foundation
Comprehensive Mental Health Services 2011 to June 4, 2013
Smoking Cessation Grant \$8000.00
2011 -2013 United Way Annual Certification
Missouri Department of Transportation MEHTAP 2011 and 2012 \$12,000
Missouri Drug Courts Contract Renewal \$100,000
Jacob and Ella Loose Foundation \$10,000.00
Missouri Department of Transportation 5310 Vehicle Replacement Grant 2011 and 2102
–Successful -Placed number one and twelve out of fourteen slots for \$120,000
Homelessness Trust Fund Grant \$7,000.000
H&R Block Community Grant \$10,000.00
Reach Healthcare Foundation Audit 2011 and 2012 \$100,000
Combat Treatment for Gateway 2011 2012 \$550,000

Volunteer Grant Writing

2013 Lead Fund Raiser for the J.C. Harmon Class of 1984 Reunion - \$7700.00 goal attained
from individual donors
2007 Kansas State Department of Education Matching Grant for Technical Equipment for a
\$100,000.00 robot at the Kansas City Kansas Area Technical School
2006 Kauffman Fund Bilingual Advertising Fund for Kansas City Kansas Area Technical School

\$25,000.00

2006 State of Kansas/SRS Welfare to Work Technical Plan of Action for Kansas City Kansas Area Technical School \$70,000.00

2001 Mother to Mother of Johnson County Women's Grant for \$10,000.00

1997 Missouri Tourism Matching Advertising Grant \$25,000.00

1996 Missouri Tourism Matching Advertising Grant \$25,000.00

1997 Whatsoever Community Center Ford Motor Company \$5,000.00

1996 Whatsoever Community Center Ford Motor Company \$5,000.00

1997 Whatsoever Community Center Kansas City Missouri Tourism Fund \$10,000.00

1996 Hispanic Chamber of Commerce Kansas City Missouri Tourism Fund \$10,000.00

1995 Hispanic Chamber of Commerce Kansas City Missouri Tourism Fund \$10,000.00

Education and Staff Development

Technical Manual Writer for Student Services and Instruction Personnel portion of the KCKATS Manual for Kansas State and Federal Accreditation 2006

Diversity Facilitator and Life Skills Instructor at KCKATS 2004-2007

KCKCC Public Speaking Instructor Leavenworth Kansas 1999-2001

Full Employment Council Genesis School Media Instructor 1993-1997

Education Books

Author of Hola! Academic Success Student Case Management featuring the 12 Student Success Factors Onda Books 2011

United Excel Corporation - Process and Procedures Manual, Human Resource Manual, and Teleconferencing Manual 2008- 2009

National - Local Public Relations and Sales Campaigns

GLAM Prom Dress Store Manager Seasonal Contract Position January – May 2014 Generated \$100,000 in sales

2013 KCK Neighborhood Stabilization Program (NSP3) Press Release Author and Media Consultant for Realtor Rebecca Hatch

H&R Block Corporate Communications

2009-2010 Tax Season Latino Public Relations Consultant – Created and managed the first Latino Public Relations Plan in Chicago, Houston, Dallas, Los Angeles, New York, and Puerto Rico.

2009 Latino Public Relations Consultant Income Tax Course – Successfully managed the first Latino public relations efforts to promote ITC in Chicago, Houston, Dallas, and New York to increase Latino Media Coverage

Media/Public Relations Basic Letter Writing Lion of The Tribe of Judah Ministries Jacksonville, Florida 2008

National Newsletter Writer and Public Relations Manager of Spoken Word Ministries Jacksonville, Florida 1999-2002

Medina & Associates Public Relations, Brochures, and Promotional Manuals for over 400 clients ranging from mainstream and over 100 small Latino businesses in the Greater Kansas City Area. 1993-2003

Missouri Lottery and Missouri Tourism Latino Public Relations Outreach 1993-1997

Print Media Projects

Technical Manual for Urenda Tools 1996
National Newsletter Writer for Project Equality 1990- 1993
National Membership Publication for Project Equality 1993
Creator of Kansas City's First Hispanic Business Directory, "La Lista Latina" 1993-1997
Aldo Dominguez Attorney at Law Promotional Brochures 1995
Diaz Construction Promotional Brochures 1995

Television Producer and Talent

2020 Television Producer for Faith-Based Program
2010 H&R Block Talent for Flagship Office
Television Writer, Producer, and Talent for International Christian Television Program
Breakthrough 1999-2000
Newschannel Four News Assignment Editor, Reporter, and Writer, and Hispanic beat reporter
1990-1994

Radio Projects

KCUR Radio Producer and Talent for Presencia Hispana 1988-1990
KKFI Community Radio 1988 -1991

Special Events Management

2012 Expo Americas Sales Manager Consultant
1997 Latino Expo Bartle Hall 600 client event
1996 Latino Expo Bartle Hall 500 client event
1995 Latino Expo Kansas City Market Center 300 clients



Cost Proposal: Grant Writing Services

Chase Consulting Solutions, LLC

**** Fee Structure ****

The company proposes the following fee structure for the provision of grant writing services.

New Client Onboarding Package \$ 4,500.00 / Project.

Includes client onboarding packet, funding needs analysis, comprehensive assessment of currently available grant funding opportunities across a six to twelve month period, and funding opportunity matrix (grant opportunity calendar and database) development; based upon the client’s geographic scope (e.g. state, regional, national, etc.), funding agencies’ alignment with the client’s mission and programs, and potential uses of funds (e.g. general operating support, program or project implementation, capital support, etc.).

Grant Writing Services Varies / Project.

Includes grant writing and proposal composition services; working in conjunction with clients to obtain necessary information to compose project descriptions, narratives, research strategies, project objectives, intended outcomes, and other necessary components.

<u>Letter and Concept Paper Writing</u>	<u>\$ 1,500.00</u>	<u>/</u>	<u>Project.</u>
<u>Foundation Grant Writing</u>	<u>\$ 5,000.00</u>	<u>/</u>	<u>Project.</u>
<u>State Government Grant Writing</u>	<u>\$ 8,000.00</u>	<u>/</u>	<u>Project.</u>
<u>Federal Grant Writing</u>	<u>\$ 14,000.00</u>	<u>/</u>	<u>Project.</u>

Services above and beyond the scope of the above mentioned services, including but not limited to consulting and coaching, content development and editing, and proofreading shall be charged at \$100.00 per hour. Services conducted on grant requests equal to or less than \$14,999.99 shall be charged at \$100.00 per hour. Projects requiring an expedited completion and delivery date of sixteen (16) calendar days or less from the specified deadline will incur an additional fee of \$3,000.00 for expedited turnaround.

PROJECT NARRATIVE

INTRODUCTION

The proposed three year project will be used to implement the plan developed from the one year awarded Fiscal Year 2019 HRSA project Rural Communities Opioid Response Program-Planning. Through this planning project Chestnut and the consortium members were able to complete a thorough needs assessment, a strategic plan and a workforce plan all aimed at improving outcomes for individuals in recovery from Opioid Use Disorders (OUD) in the defined service area. Regrettably, OUD continues to be a widespread problem in the proposed region. The implementation of this developed plan will address the OUD crisis in the area and reduce the prevalence of OUD.

Planning by Chestnut Health Systems (Chestnut) for the opioid epidemic in Illinois began in 2016 by developing a community centered plan to combat opioid related issues. As a result of this planning, Chestnut has applied for and received seven Illinois funded grants to treat and prevent OUD in various catchment areas including two county funded grants to expand Medication Assisted Treatment (MAT). Planning and implementation will continue to remain a priority for Chestnut, including the continued expansion into rural counties, all in an effort to assist community prevention of opioid use and overdose deaths, while ensuring available and affordable evidence based treatment services to assist individuals with achieving and maintaining recovery.

The project proposed in this application will be crucial to the implementation of the developed plan to address the identified needs related to OUD in the service area. The project will also be critical to the continued planning, data collection, and public education along with communication between the developed consortium and various local organizations and groups including the general public. Inside of three years, efforts from the implementation plan will include the establishment of prevention, treatment and recovery services along with the continual forward movement of community resources and a sustainable plan to carry on work completed by this project. The end result of the project will be increased OUD services in the designated service area that reduce the negative outcomes associated with the area's opioid epidemic.

The proposed three year project will strengthen prevention, treatment, and recovery services in the rural tracts of Bond, Clinton and Madison counties, along with the rural county of Marion, all in regards to opioid use, OUD, overdoses, and death from overdoses.

Within three years, the results of these efforts will include the following:

1. An implementation of additional resources for prevention and treatment of OUD to fill the identified gaps of resources determined by the complete analysis of current resources in the defined service area. The implementation of these services will support individuals coping with OUD obtain and maintain recovery.
2. The execution of the developed strategic plan to move forward with the implementation of community resources regarding opioid use for each county.
3. The execution of the developed workforce plan to bring additional medical and behavioral health professionals to the identified service area including the implementation of said services.
4. A continual analysis of any remaining gaps in resources for prevention, treatment and recovery support in each of the focus area counties.
5. A sustainability plan to carry on work conducted by each consortium organization and services provided to obtain and maintain OUD recovery.

Though the project focuses on the below listed specific targeted rural areas it is important to demonstrate how widespread the effects of substance use disorder (SUD) and OUD is in each county as a whole.

Specific Targeted population(s)/areas of rural service areas/census tracts include:

- **Section I:** Section I is a list of non-Metro counties arranged by State. The entire area of these counties is considered rural: Marion County.
- **Section II:** is a list of Metropolitan counties in which we have identified certain Census Tracts that are considered rural. Only the area of the identified tracts is considered rural in those Metropolitan counties:
 - Bond, Clinton and Madison:
 - Bond County: 17005951200 , 7005951300
 - Clinton County : 17027900200, 17027900300, 17027900401, 17027900402, 17027900500, 17027900601
 - Madison County: 17119403601, 17119403603, 17119403604

Prevalence and/or incidence rate of OUD in the catchment area has only increased since our awarded FY2019 RCORP - Planning Grant. Regrettably, from 2016 to 2018, the negative effects of OUD and SUD in this area only increased. For example, the Illinois Department of Public Health (IDPH) indicated that the identified region had a combined 317 overdose deaths in the specified time period. Additionally, 2016 saw a combined 92 overdose deaths, while 2017 saw a combined 113 overdose deaths, with 2018 demonstrating a combined 112 overdose deaths. This indicates that overdose deaths from 2016 to 2018 increased by 22%. Further information regarding overdose data as reported by the IDPH from the proposed service area is provided in the chart below.

County	2016 Overdose Deaths	2017 Overdose Deaths	2018 Overdose Deaths	Total of Overdose Deaths from 2016 to 2018
Madison	72	94	95	261
Bond	3	4	5	12
Clinton	6	6	4	16
Marion	11	9	8	28
Total for the Service Area:				317

Specifically speaking to the opioid crisis, the below charts depicts the number of opioid overdose deaths in the service area from 2016 to 2020. This data is also from the IDPH.

County	2016 Opioid Overdose Deaths	2017 Opioid Overdose Deaths	2018 Opioid Overdose Deaths	2019 Opioid Overdose Deaths	2020 Opioid Overdose Deaths	Total of Opioid Overdose Deaths from 2016 to 2021
Madison	57	82	79	89	84	391
Bond	2	4	4	3	2	15
Clinton	4	3	3	4	3	17
Marion	8	7	6	12	10	43
Total for the Service Area:						466

From 2016 to 2020, opioid overdose deaths increased from 71 to 99 which is an astounding 39% increase. More has to be done for the residents in these communities.

To further illustrate, the chart below gives a deeper dive into the demographic profile of heroin and opioid overdose deaths in the counties of proposed service area. This information has been compiled from the IDHP’s Statewide Semiannual Opioid Report Illinois Department of Public Health (August 2021) and the US Census Bureau. Please note the data is a reasonable estimation based on the sources cited. Please also note the IDHP data for this chart is based on 2020 data.

	Madison	Bond	Clinton	Marion
Population:	262,966	16,589	37,634	37,743
Age:				
10-14	6	0	0	1
15-24	11	0	0	1
25-34	12	0	1	1
35-44	12	0	0	1
45-54	12	1	1	2
55-59	7	0	0	1
60-64	7	0	0	1
65+	17	1	1	2
Gender:				
Male	41	1	2	5
Female	43	1	1	5
Race:				
Caucasian	73	1	2	9
African American	7	1	1	1
Asian	1	0	0	0
Other	3	0	0	0
Ethnicity:				
Hispanic/Latino	3	0	0	1
No Health Insurance Coverage:	4	1	1	1
Below the Poverty Line:	9	1	1	2
Unemployed:	3	1	1	1

The below chart from the 2018, “Opioid Crisis in Illinois: Data and the State’s Response” demonstrates the total number of naloxone dosages administered in Illinois as reported by Emergency Medical Service (EMS) events from 2013 to 2018.

Year	Totals
2013	7,301
2014	7,657
2015	9,396
2016	14,312
2017	15,036
2018	16,451

From 2013 to 2018 there was a 125% increase of reported naloxone administrations in Illinois. While this statistic does demonstrate the state’s key community stakeholders embracing naloxone distribution and administration, it more accurately describes the negative realities of Illinois’ opioid epidemic and the need for more prevention, treatment and recovery services.

To demonstrate the prevalence of OUD in the designated service area, the chart below provides a demographic profile of heroin and pain reliever/opioid usage in each county. This information has been compiled from the, 2018-2019 National Survey on Drug Use and Health: Model-Based Prevalence Estimates (50 States and the District of Columbia) and the US Census Bureau. Please note the data is a reasonable estimation based on the sources cited.

	Madison	Bond	Clinton	Marion
Population:	262,966	16,589	37,634	37,743
Age:				
10-14	499	31	81	227
15-24	928	76	162	456
25-34	1,072	65	174	457
35-44	1,000	72	162	425
45-54	1,072	75	174	489
55-59	572	50	93	262
60-64	573	41	81	260
65+	1,429	101	232	685
Gender:				
Male	3,480	264	604	1,608
Female	3,665	247	555	1,653
Race:				
Caucasian	6,230	465	1,086	3,016
African American	593	39	39	121
Asian	93	2	7	20
Other	229	5	27	104
Ethnicity:				
Hispanic/Latino	243	18	36	65
No Health Insurance Coverage:	372	29	44	212
Below the Poverty Line:	757	73	89	577
Unemployed:	272	16	30	310

If treatment infrastructure is not increased, the negative outcomes represented in all of the above charts will only continue to grow.

Although our Consortium is still in its early stages, the applicant organization, Chestnut Health Systems has an extensive history of working in partnership with public health, public safety, and other service providers representing multiple disciplines and perspectives. We have provided multiple trainings on the region’s opioid epidemic. We have also provided trainings on Narcan administration and distributed Narcan to area first responders, hospital staff, schools, key community members, and families. Even more so, Chestnut staff members are active in several highly functioning coalitions in Madison and St. Clair Counties, including but not limited to, the St. Clair County Healthcare Commission, Suicide Prevention Alliance, St. Clair County Youth Coalition, Lewis and Clark Area Youth Alliance, Alliance for Substance Abuse Prevention, and the Drug Free Alton Coalition. Additionally, Chestnut is a participating member in the following

rural coalitions, Clinton County Take Action Coalition, Bond County Inter-Agency Group, the St. Clair County Drug Prevention Alliance, the Partnership for Drug Free Communities (Madison County), Macoupin and Montgomery Counties Addiction and Behavioral Health Coalition along with Coalitions in Marion and Washington counties. In addition to these groups, staff from Chestnut’s Prevention programs maintains leadership roles for various groups, coalitions and consortiums.

Chestnut is also involved in the following Recovery-Oriented System of Care (ROSC) councils, The Metro East Recovery Council (ROSC) who serves Madison County, the Bond County ROSC Council, who operates in Bond County, and the Take Action Coalition ROSC Council who serves Clinton County. For our project, we will work in partnership with these three ROSC councils in the defined service area.

NEEDS ASSESSMENT

A needs assessment from our FY19 RCORP-Planning project is an attachment (Attachment 10) as part of this application. Please note the needs assessment only includes Madison, Bond and Clinton Counties, but excludes Marion County as it was not a part of the service area for our awarded FY 2019 RCORP Planning grant. Additionally, when the original Needs Assessment from FY 2019 is compared to the updated data from this narrative, though the data points are not exactly the same, there is a clear indication for the need of our project.

Target Rural Population

Measure	Baseline	Data Source
Total population in the project’s service area	Total from all counties- 354,932 Specifically Rural areas – 85,312	US Census Bureau
Number of individuals screened for SUD	Approximately 1,007	Consortium Members 2021
Number of non-fatal opioid overdoses in the project’s service area	480 from 2019	Illinois Department of Public Health -Illinois Opioid Data Dashboard - 2019 Data
Number of fatal opioid overdoses in the project’s service area	466 from 2020	Illinois Department of Public Health -Illinois Opioid Data Dashboard - 2020
Number of healthcare providers within the project’s service area who have a DATA waiver	<u>6- total in service area</u> Consortium totals with waiver by type 6: o Physicians - 2 o Psychiatrists - 0 o Physician Assistants - 1 o Nurse practitioners - 3 o Clinical nurse specialists - 0 o Certified nurse-midwives - 0 o Certified registered nurse anesthetists -0	Chestnut Health Systems’ Rural Opioid Response Planning Needs Assessment; Real Count Consortium Members 2021

Population Demographics

#	Measure	Data for Target Rural Population	Comparative Data	Data Source(s)
1	Percentage of target rural population with health insurance	94.7%	Illinois- 93.2% National- 90.8%	US Census Bureau
2	Breakdown of target rural population by race/ethnicity			
	Caucasian:	91.08%	Illinois- 71.4% National- 72%	US Census Bureau
	African American:	5.75%	Illinois- 14.1% National- 12.8%	US Census Bureau
	Asian:	.73%	Illinois- 6.7% National- 5.7%	US Census Bureau
	Other:	2.44%	Illinois- 8.9% National- 9.5%	US Census Bureau
	Hispanic/Latino:	3%	Illinois- 17.5% National- 18.4%	US Census Bureau
3	Breakdown of target rural population by sex			
	Male:	50.45%	Illinois- 49.1% National- 49.2%	US Census Bureau
	Female:	49.46%	Illinois- 50.9% National- 50.8%	US Census Bureau
4	Breakdown of target rural population by age:			
	Children/Adolescents (0-17):	21.25%	Illinois- 22.3% National- 22.2%	US Census Bureau
	Adults (18-64):	60.83%	Illinois- 61.6 % National- 77.6%	US Census Bureau
	Elderly (65 and over):	17.92%	Illinois- 16.1% National- 16.4%	US Census Bureau
5	Percentage of target rural population who are unemployed:	4.75%	Illinois- 4.8% National- 4.5%	US Census Bureau
6	Percentage of target rural population who are living below the federal poverty line:	12.55%	Illinois- 11.5% National- 12.3%	US Census Bureau

SUD/ODU Prevalence

#	Measure	Data for Target Rural Population	Comparative Data	Data Source(s)
1	Number of OUD hospitalizations and/or emergency room visits in the target rural service area(s)	<u>Approximately -266</u> -Madison – 234 - Marion – 32 - Clinton - >10 - Bond - >10 2021	Illinois- Approximately 18,481 2021 National- 589,652 2020	Illinois Department of Public Health -Illinois Opioid Data Dashboard - 2021 Data National Health Statistics Reports 2020 US Census Bureau
2.	Number of Individuals with OUD in the targeted service area	12,076 2018-2019	Illinois- 394,625 2018-2019 National- 12.8 million 2020	2018-2019 National Survey on Drug Use and Health US Census Bureau
3	Additional Prevalence/at Risk Information			

	3a. Alcohol Usage/Excessive Drinking	22% 2021	Illinois- 22% National- 18%	Robert W. Johnson Foundation County Rankings 2021 America's Health Rankings 2021
	3b. Youth in foster care/substitute care	970 2020	Illinois- 18,295 2020 National- 426,749 2019	Annie E. Casey National Kids Count 2020
	3c. Frequent Mental Distress	15% 2021	Illinois- 12% National- 13%	Robert W. Johnson Foundation County Rankings 2021 America's Health Rankings 2021
	3.d Severe Housing Problems	12% 2021	Illinois- 14% National- 17%	Robert W. Johnson Foundation County Rankings 2021 America's Health Rankings 2021
	3e. Food Insecurity	11% 2021	Illinois- 10% National- 10%	Robert W. Johnson Foundation County Rankings 2021 America's Health Rankings 2021

Existing SUD/ODU Services

All of the data illustrated above indicates the communities in the proposed service area are in dire need of a more intensified recovery oriented system of care through a collaborative effort. Small not-for-profit organizations attempt to provide engagement and recovery coach services in pockets of the area, however more infrastructure is needed to make a meaningful impact on the OUD issues faced in these communities. For example, in the counties where treatment services are not available the average drive to access services is 43 miles. Compounding this matter is that the average wait for intake into said services is around 22 days.

In regards to Madison County, Centerstone and Chestnut Health Systems are the primary Substance Use Disorder (SUD), OUD and additional related behavioral health care providers in the area. Given that there are only two comprehensive options in the proposed service area to combat drug and alcohol related issues there are few options in terms of services for opioid related issues thus the documented outcomes continue to be at crisis levels.

Consortiums consisting of individuals from faith based organizations, small non-profit agencies, probation/court services, rural hospitals and schools have formed and continue discussions around the need for assistance in addressing effects the Opioid Epidemic has had in the defined service areas. However, smaller non-profit organizations and rural counties just do not have the means or the training needed to organize and mobilize their efforts to make real change. Only with the implementation of a well-thought-out plan with the services needed to combat OUD will we see improved outcomes in the defined service area.

Federal funding through the state of Illinois for distribution of naloxone in all Illinois counties is available. Training those who receive naloxone is also provided. Chestnut is one of the agencies charged with this task. Currently, Chestnut distributes naloxone in Madison and Bond counties

through funding provided by the Illinois Department of Health Services (IDHS)-Substance Use Prevention and Recovery (SUPR) Division. However, Chestnut does not currently have naloxone distribution services for Clinton or Marion Counties. Chestnut was also awarded an Office for Victims of Crimes opportunity to treat youth exposed to their parents' and/or care takers opioid use, however these services were only available to youth in Madison and St. Clair Counties. Additionally, in 2018, Chestnut along with 3 other organizations were awarded state funds to implement the Hub and Spoke model to treat OUD throughout 4 regions in the state of Illinois. This grant does provide MAT services to both Clinton and Bond County, two counties who are part of the defined service area, however more infrastructure is needed through this proposed project to make a real impact in each of these counties.

As indicated, Madison County has a greater number of treatment services available, including MAT service locations. The remaining counties have different profiles when we look closely at the available services. Bond County currently has one MAT service location and one substance use treatment agency, however, survey results indicated there is a waiting list for enrollment into this MAT program. Additionally, Bond County clients currently start MAT services at Chestnut (through the Hub and Spoke program) and services are then transferred back to the Bond County provider. A transition and travel barrier that will become unnecessary through this project. Our project partner, the Community Resource Center does provide initial MAT screening for clients in both Bond and Clinton County, but these clients then have to travel to start MAT services with a provider, which is around an hour of travel time to actually engage in MAT services. Again an obstacle that would be removed through this project.

As illustrated there are some pockets of treatment and services for the residents in the defined service area, however, it clearly has not been enough to combat the area's opioid related issues. If treatment infrastructure is not increased, the upward trend of negative outcomes represented in the data above will only continue to grow.

Gaps and Unmet Needs:

As stated, Centerstone and Chestnut Health Systems are the primary OUD providers in the Madison County area. The other identified communities are in dire need of more intensified recovery oriented services through a collaborative effort. Again, small not-for-profit organizations attempt to provide engagement and recovery coach services in pockets of the area, but no real organized efforts have been accessible and/or sustainable since our efforts in our FY2019 RCORP-Planning grant. Licensed substance use disorder treatment services continue to be limited in the area, and the average drive for many to access services is 24 miles. In other segments of the service area treatment services are not even available and the average drive to access services can be up to 43 miles.

Additionally, minimal medical professionals exist in the area that are available to provide MAT. Pockets of providers are available, but minimal organization exists and there is no defined referral process. Follow up services and/or comprehensive behavioral wrap around services also fall short, all making recovery unachievable or sustainable. Furthermore, the counties in the service area have the major interstate/highway I-55, which replaced Route 66 connecting Chicago and St. Louis as the major road used for automobile travel running through or near each of them. As a result, much heroin, illicit fentanyl, and other opioids pass through each of these counties. Even more so, each county in the defined service area are designated as HRSA shortage areas for mental health and primary care.

In terms of Prevention, Treatment and Recovery the following needs have been identified for each activity in the catchment area. Please see the attached needs assessment for further information on the needs of the defined service area.

Prevention:

- The community lacks general knowledge regarding substance use.
- There are not enough prevention and wellness management services available in the community.
- There is a lack of public outreach and education about the dangers of substance use.
- A stigma exists in the community around substance use disorders and seeking treatment.
- There are not enough positive youth activities available or a substance use education curriculum in schools.
- There is a lack of community education about substance use and how to recognize situational factors that may lead to use.

Treatment:

- There is not a sufficient number of treatment services available in the community.
- Barriers to treatment are not addressed.
- Interim services are not available for those on waiting lists or not ready to commit to treatment.
- Partnerships do not exist between agencies providing substance use, mental health, and supportive services.
- There is a shortage of Medication-Assisted Treatment (MAT) providers and support staff.
- The community lacks a clear referral process to treatment.

Recovery:

- There is a limited number of substance use meetings and recovery services available, specifically in the evening and on the weekends.
- The system is lacking to connect those in recovery with others in recovery.
- Recovery supports do not exist in the community, including peer support, housing, and transportation.
- The community does not acknowledge or accept the achievement of people in recovery.

METHODOLOGY

Below is a description of methods to address the service gaps and unmet needs with in the defined service area. Please see the attached work plan/strategic plan for additional information regarding the methodology for the designated services area.

Additionally, staff for the project will include the following: Project Director at a level of effort (LOE) of 25%, a Data Coordinator at an LOE of 20%, a Clinical Trainer at a LOE of 85%, an Advanced Practiced Nurse (APRN) at a LOE of 20% and two Recovery Coaches at a LOE of 100%. All positions are to be determined (TBD) at this time with the exception of the Project Director.

The Project Director is a key staff member for this project. This person will be responsible for ensuring all grant requirements are completed. Additionally the Project Director will maintain and develop strong relationships with partnering agencies in the project area while facilitating and assisting with meetings at community agencies that are involved in the project. The project director for this project will be Mr. Daniel Hutchison, Chestnut Health Systems' Medication

Assisted Recovery Coordinator. Mr. Hutchison has over 16 years' experience in the behavioral health field including treatment for youth and adults with COD/SUD/OD. Mr. Hutchinson also has extensive experience as both treatment and lead supervisor roles for youth and adults. Similarly, he has considerable experience implementing evidence based treatment protocol in both residential and outpatient settings. The Data Coordinator is also a key position and will ensure all data collection required is collected. The position will also help evaluate the extent to which we are implementing services in a manner that is achieving positive outcomes. The Clinical Trainer will provide a variety of clinical training materials and programs for project staff, including but not limited to trauma informed services, recovery orientated services and Community Reinforcement Approach. The Clinical Trainer will also provide community trainings and education consistent with each county's unmet needs in prevention, treatment, and recovery. The APRN will provide MAT, psychiatric evaluations, medication monitoring, conduct follow-up appointments and collaborate with the Project Director and other project staff as appropriate. The APRN will also be available via video conferencing to prescribe medication to clients as appropriate. Use of video conferencing will be particularly useful as many of the targeted clients struggle with transportation. The two Recovery Coaches will assist and support clients' rehabilitation by modeling recovery skills and will provide housing assistance linkage through referrals and the self-help recovery community. The Recovery Coaches will also be involved in completing screenings. These positions will be critical to the development and implementation of increased services and treatment for SUD and OUD. Both positions will also provide enhancements to the current nominal recovery based community in the service area.

Chestnut Health Systems uses evidence-based practices (EBP) to treat behavioral health conditions and will work with the project's partners to implement best practices. Chestnut has experience in the following EBPs: 1. Motivational Enhancement Therapy (MET); 2. Screening, Brief Intervention, and Referral to Treatment (SBIRT); 3. Motivational Interviewing (MI); 4. Housing First; 5. Permanent Supportive Housing (PSH); 6. Collaborative Care; 7. Individual Placement and Support (IPS); 8. Seeking Safety, 9. Community Reinforcement Approach (CRA), 10. Adolescent Community Reinforcement Approach (CRA); 11. Wellness Recovery Action Plan (WRAP).

Chestnut also has experience in developing Assertive Community Treatment (ACT). ACT is form of community-based mental health care for individuals experiencing serious mental illness that interferes with their ability to live in the community, attend appointments with professionals, and manage mental health symptoms. Chestnut's ACT program began implementation in summer 2020. In May 2021, Chestnut was able to convert existing community support services and personnel to create our ACT team. Our team is overseen by the Director of Care Integration, who supervises the ACT Team Lead. The team is comprised of the following six full-time equivalent (FTE) staff, in addition to the team lead:

- 1 advanced practice psychiatric nurse (0.5 FTE)
- 1 registered nurse (1.0 FTE; an additional RN is being recruited)
- 2 integrated care specialists, who provide case management and therapy services (2.0 FTE)
- 1 co-occurring disorders clinician who provides integrated co-occurring disorders treatment (1.0 FTE)
- 1 recovery support specialist (peer specialist; 0.5 FTE)
- 1 program assistant (1.0 FTE)

Our ACT team will be leveraged with this program to provide any ACT services clients from this project may need.

We will also coordinate with surrounding providers in the defined service area and adjacent to the defined service area who are not participating in this project to ensure services are not duplicated. This includes a FY 2021 RCORP Implementation awardee serving Marion County.

Methods for fulfilling all Core Activities:

Foundational Core Activities:

1. Track and collect aggregate data and other information from consortium members to fulfill HRSA reporting requirements, and use this data to support continuous improvement of services and activities.
 - a. Coordinate with all consortium members to identify current data reports available and data reports that will need to be developed.
 - b. Develop a plan for reporting and analysis that can be shared with partnering agencies, stakeholders, the consortium and the Chestnut continuous quality management team.
2. Develop processes for achieving financial and programmatic sustainability beyond the period of performance, including (but not limited to) training providers, administrative staff and other relevant stakeholders to optimize reimbursement for clinical encounters through proper coding and billing across insurance types.
 - a. Provide insurance reimbursement and negotiation guidance to local behavioral health agencies.
 - b. Offer enrollment trainings for agencies who serve clients that are eligible for insurance, but often not enrolled.
3. Address the SUD-related needs of populations that have historically suffered from poorer health outcomes or health disparities, as compared to the rest of the target rural population. Examples of these populations include, but are not limited to, persons/people experiencing homelessness, racial and ethnic minorities, people who are pregnant, adolescents and youth, LGBTQ individuals, the elderly and individuals with disabilities, etc.
 - a. Identify reports that will allow the consortium to examine data on access to services, and the relative amounts of services received at different levels of care—outpatient, inpatient, crisis and emergency room—across race/ethnicity, gender, sexual orientation, and veteran/military-involved status.
 - b. Establish policies and procedures to ensure that the cultural and communication needs of underserved sub-populations are met, including adherence to the Culturally and Linguistically Appropriate Services Standards.
 - c. Develop an implementation plan of program activities to ensure the cultural and linguistic needs of clients are effectively addressed, particularly in sub-populations for which there are disparities
4. Leverage partnerships at the local/community, state and regional levels, including rural counties and municipalities, health plans, law enforcement, community recovery organizations, faith-based organizations and others to secure buy-in for the proposed project, and ensure that it complements (versus duplicates) existing SUD/ODU resources.
 - a. Oversee the data collection for updated needs assessments in each rural service area to identify gaps in services.
 - b. Reach out to local agencies to present the project activities, proposed timeline, and ensure buy-in for implementation, and that services are not duplicated.

Prevention Core Activities:

1. Support culturally and linguistically appropriate substance use prevention activities and evidence-based programs, delivered in diverse environments (e.g., schools, community centers) and to diverse participants.
 - a. Develop a workgroup who will encourage the implementation of stigma reduction along with discrimination policies and practices in schools, community agencies, criminal justice systems and social service organizations.
 - b. Offer multiple stigma reduction trainings for local behavioral health staff and criminal justice agency staff.
 - c. Reach out to local colleges and universities to promote the inclusion of stigma reduction and addiction education in their curriculums.
 - d. Develop a stigma reduction marketing campaign in each county of the focus area.
 - e. Create a speakers bureau that is available to provide ongoing stigma-reduction presentations in the focus area.
2. Increase access to naloxone within the target rural service area, and provide training on overdose prevention and naloxone administration for community members likely to respond to an overdose.
 - a. In coordination with Chestnut Illinois State Opioid Response grants, train grant staff by November 30, 2022, and offer free Naloxone trainings to behavioral health and criminal justice agencies that are likely to respond to an opioid overdose.
 - b. Utilize recovery support staff to train the community on Naloxone education and distribution.
 - c. Provide education and outreach to MAR providers to encourage the distribution of Naloxone kits for all clients at their MAT induction appointments.
3. Train community members and other stakeholders on safe storage and disposal of prescription drugs with potential for misuse.
 - a. Partner with local law enforcement and community agencies to identify and implement year-round drug take-back programs, including local DEA take back initiatives scheduled during April and October.
 - b. Create a media campaign that promotes said community based drug take-back programs in each county of the focus area.
4. Identify and screen individuals at risk for SUD/ODU and co-occurring disorders disorders/infectious complications (including HIV, viral hepatitis, mental illness, etc.), and provide, or make referrals to, prevention, harm reduction, early intervention, treatment and other support services.
 - a. Work with primary care offices and local recovery centers to screen individuals who may be at risk for SUD/ODU, and develop referral processes for prevention and early intervention services.
 - b. Develop partnerships with local health departments on developing strategies to screen and refer clients with infectious complications.
5. Train and strengthen collaboration with and between law enforcement and first responders to enhance their capability of responding and/or providing emergency treatment to those with SUD/ODU.
 - a. Partner with law enforcement agencies to provide education in accordance with the new Illinois reform bill (House Bill 3653 Law Enforcement Training Requirements).
 - b. Required areas of training are:
 - i. Neuroscience of Addiction for Law Enforcement
 - ii. Medication-Assisted Treatment

- iii. Criminogenic Risk-Need for Health and Safety
- iv. Why Drug Treatment Works?
- v. Eliminating Stigma for People with Substance-Use Disorders and Mental Health
- vi. Avoiding Racial Bias in Deflection Program
- vii. Promotion Racial and Gender Equity in Deflection
- viii. Working With Community Partnerships
- ix. Deflection in Rural Communities

Treatment and Recovery Core Activities:

1. Recruit, train, mentor and retain interdisciplinary teams of clinical and social service providers to support an integrated approach to SUD/ODU treatment, including evidence-based behavioral therapy (e.g., cognitive behavioral therapy, community reinforcement approach, etc.), U.S Food and Drug Administration-approved pharmacotherapy (e.g., buprenorphine, naltrexone) and any other necessary supportive services. This activity must include providing support to providers who are seeking DATA 2000 waivers.
 - a. We will contract with an external agency to provide MAR trainings quarterly for qualifying medical providers to support their decision to become a MAR provider.
 - b. Develop an MAR incentives plan to encourage provider participation.
 - c. Identify and distribute toolkits for new and existing MAR providers.
 - d. Create formal partnership with local universities to provide qualifying students the opportunity to take MAT online trainings as part of their clinical training, and support their waiver application.
 - e. Identify agencies who can expand their workforce to either implement initial SUD/ODU treatment or expand to higher levels of treatment services.
 - f. Provide ongoing consultation for agencies working on implementing initial SUD/ODU treatment services, and higher levels of treatment services.
2. Create community linkages and referral systems for a seamless entry into MAT/ODU/SUD treatment from primary care, emergency departments, law enforcement/first responders, community-based organizations, social service organizations, etc..
 - a. Provide trainings for existing social services and criminal justice agencies to establish a care coordination system, including a warm hand-off model with local MAR services.
 - b. Identify and increase current telehealth efforts in the focus area, and educate treatment staff on telehealth regulations specific to Illinois.
 - c. Recruit potential sites, and identify their unique technical and training needs for implementing telehealth services.
 - d. Work with partnering agencies to develop a clear system of coordinated care in Bond County that utilizes peer recovery support to assertively link individuals to needed resources.
 - e. Work with partnering agencies to develop a clear system of coordinated care in Madison County- Highland Area that utilizes peer recovery support to assertively link individuals to needed resources.
 - f. Work with partnering agencies to develop a clear system of coordinated care in Clinton County that utilizes peer recovery support to assertively link individuals to needed resources.

- g. Work with partnering agencies to develop a clear system of coordinated care in Marion County that utilizes peer recovery support to assertively link individuals to needed resources.
3. Ensure linkages to, and coordination with home and community-based social services (such as case management, housing, employment, food assistance, transportation, etc.) to support individuals in recovery, including those discharged from inpatient treatment facilities and/or the criminal justice system.
 - a. Support peer recovery support positions and community members in developing a partnership between local recovery communities, criminal justice agencies and treatment facilities.
 - b. In year three, provide an overview of all behavioral health and related services available in the focus area, including gaps and plans to address the gaps long term.
 - c. Provide communities in each county with publications documenting the system and the resources it includes supporting better coordination among service providers.
 4. Expand the peer workforce to provide support in various settings, including hospitals, emergency departments, law enforcement departments, jails, SUD/ODU treatment programs and in the community.
 - a. Identify agencies to partner in hosting an annual training course on Certified Peer Recovery Specialist (CPRS) certification requirements.
 - b. Identify individuals in recovery who are willing to participate in training and become ambassadors to increase awareness and education about recovery.
 - c. Offer annual CPRS requirements training course, and provide additional mentoring support throughout the year for individuals who complete the training.
 5. Support the development of recovery support services such as recovery community organizations, recovery homes, mutual aid groups and other recovery resources and infrastructure to expand the availability of access to recovery support services.
 - a. Create a recovery workgroup who will focus on recovery support initiatives with efforts covering all counties in the focus area.
 - b. Starting in year two, create a plan to develop additional opportunities for recovery support meetings in each county of the focus area.
 - c. Identify and train individuals in the recovery community to implement the Self-management and Recovery Training (SMART) model and/or other recovery models (MARA) in each county of the focus area.
<https://www.smartrecovery.org/>
<https://www.mara-international.org/>
 - d. Identify key partners within the focus area that currently support recovery efforts, and propose the development of two recovery support centers.
 - e. Identify and apply for public and private funding sources in order for organizations to operate and provide recovery services.
 - f. Coordinate a long-term schedule to offer support to local recovery activities and events, such as National Recovery Month and Overdose Awareness Day.

Please see our Work Plan/Attachment 1 for a detailed description of our approach to implement our project's Core Activities.

Also please note we will coordinate with surrounding providers in the defined service area and adjacent to the defined service area who are not participating in this project to ensure services are not duplicated. This includes a FY 2021 RCORP Implementation awardee serving Marion County.

Methods for Addressing Health Access and Outcome Disparities

Our project will address disparities in health care access by developing an integrated approach through the project's services. Chestnut and the project partners will pull from their experience as key community stakeholders in the area. Chestnut will also pull from its extensive experience in telehealth to search for strategies of integrated care including Hub and Spoke type models. Chestnut will also use its experience in developing FQHC programs and our involvement with the CCBHC certification process. Our ACT team will also be utilized for this program to provide any ACT services clients from this project may need. All of this will aid in the institution of integrated care and reduced health disparity in the defined service area.

Furthermore, in August of 2019 Chestnut underwent an organizational restructure to create full integration of services. Chestnut's goal behind this restructure is to be "one stop shop" for all health/behavioral health services including primary care. As this plan moves forward we are adding a Health Center to our St. Clair County location along with additional strategies to ensure all services are fully integrated. Our Madison County location currently has a Health Center. There will be no wrong door for any client to enter regardless of their presenting concern. Through this plan we also will develop mobile outreach for integrated care including behavioral health, primary care, medication management and MAT. All aimed at improving access for all in need of treatment and services.

Additionally, research indicates that low-cost investment in incentives can encourage primary care visits. This conclusion can easily be translated to this project for both access to OUD/SUD services as well as primary care visits. Our budget requests a total of \$4,500 for treatment incentives. Research on this matter can be found in an article published in the Journal of Substance Abuse Treatment titled, "Contingency Management: New Directions and Remaining Challenges for An Evidence-Based Intervention," by Carla J. Rash, Ph.D, Maxine Stitzer, Ph.D. and Jeremiah Weinstock, Ph.D.

We will also work to create integrated networks of providers in the area, as at present there are no networks that link school districts, mental health providers or primary care in a seamless, integrated system. Likewise, most primary care practitioners are not aligned with any form of prevention continuum, early intervention and/or treatment available through community based providers. Our project will improve upon integration as we work to achieve better networks and full integration and access of behavioral and health services.

We will ensure information regarding services is available in multiple languages and forms of communication to help ensure equal access. Language assistance and other communication needs will be provided as appropriate to facilitate timely access to all health care and services. We will also work to create policies, practices and procedures that are inclusive, equitable and accessible for all.

Please see our Work Plan/Attachment 1 for more information regarding addressing health access and outcome disparities

Methods for Sustaining Project Beyond Period of Performance

This three year implementation grant is a continued investment in future sustainability to address OUD in the defined areas. The negative effects related to OUD have only grown since our FY2019 RCORP-Planning grant and are not likely to be reversed without increasing the availability of treatment and services.

Additionally, Chestnut is also Community Mental Health Center certified and Illinois Medicaid Certified. Through this, Chestnut has a history of utilizing federal grants to establish treatment infrastructure, strong community relationships, robust networks and systems of care well beyond federal funding mechanisms. This is achieved by identifying clients who qualify for Medicaid/Medicare and helping them obtain said benefits. One recent example of this process involves obtaining a federal grant from the Office of Victims of Crime (OVC) to provide behavioral health services to youth subjected to their parent/caretakers opioid use. Through this three year project Chestnut was able to hire clinicians who provided behavioral treatment to 400 identified youth. Funding from this grant has ended yet the provisions of services to over 100 youth and counting each year remains.

Furthermore, through this project we will continue the development of partnerships and networks with existing service providers, boards and coalitions. Including service coordination with surrounding providers in the defined service area and adjacent to the defined service area who are not participating in this project to ensure services are not duplicated. This includes a FY 2021 RCORP Implementation awardee serving Marion County. From this strategy it is feasible and cost effective to establish comprehensive behavioral health services in a community. Deprived of this approach, services area will continue to function in an unorganized manner, increasing costs to provide said services all while the prevalence of OUD continues to rise. Conversely, through this approach the defined service area will have the cost effective tools needed for its residents afflicted with behavioral health issues, achieve recovery. These results will be vested in the services provided, individuals treated, achieved recovery, along with the knowledge, skills and additional plans developed by the consortium members to continue the provision of OUD services developed through this project. These outcomes will then show improvements socially and economically for the served communities as a whole by reducing the overall costs related to untreated OUD. These outcomes will also demonstrate that when access to health and behavioral health treatment is increased the following occurs:

- Decreased criminalization of mentally ill individuals by diverting individuals from jail/detention to treatment
- Decreased expenses related to psychiatric hospitalization
- Decreased expenses related to health related hospitalization
- Decreased expenses related to first responders
- Decreased expenditure/burden for family
- Decreased costs for criminal justice systems

Consortium members will continue to become more experienced in dealing with opioid issues as a part of the team and will be able to continue their role as difference makers in their communities. Consortium members will also be primed for sustaining the work of the consortium. Each project staff member will have specialty training and experience devoted to the opioid issues faced by the area. The involvement of community members from the consortium will also increase sustainability. As members share work completed by the

consortium, we will be in a good position to advocate for additional gaps in treatment, recovery resources and/or policy changes supportive of recovery.

Leveraging existing OUD efforts at the federal, state, and local levels will occur through information sharing, aligning activities, strengthening referral systems, expanding services, securing community support and establishing commitment with potential future partners such as MAT providers. In terms of OUD services, Chestnut Health Systems provides MAT in Madison, St. Clair and McLean Counties through Illinois State funded Hub and Spoke projects. Chestnut also continues to work with the state agency, Substance Use Prevention Recovery (SUPR) to develop plans to provide MAT services within rural counties using a combination of traveling staff (nurses and recovery coaches) and prescriber services provided via telehealth. Chestnut Health Systems has a five year history of providing prescriber services via the use of telehealth equipment and anticipates using methods for combining video counseling and online cognitive behavioral therapy curriculum perfected through a SAMHSA funded research grant to expand SUD treatment services within rural counties. Chestnut's prevention programs are also part of a recently awarded telehealth equipment grant as part of a rural education project funded by the USDA designed to bring classroom instruction and SUD/OUD prevention to rural classrooms who otherwise could not afford to provide these programs. Additional funding for telehealth/distance learning will continue to be investigated. By leveraging not only all of the items discussed above, but the experience of each organization involved in the project in regards to OUD and community outreach, we will make a tangible impact in both services and education provided to underserved areas.

Similarly, Chestnut Health Systems believes diverse funding streams are critical to consistent program delivery and operation. Chestnut has an entire department devoted to researching and submitting applicable grant opportunities year round, including opportunities for unmet needs in the communities we serve. This practice gives Chestnut the opportunity to leverage new resources with existing resources. An example involves using supplemental county funding to expand MAT for additional Illinois residents. To this end Chestnut intends to research and apply for various funding opportunities to sustain the proposed project and remove barriers as it relates to local, state and federal opportunities including, specifically Illinois Medicaid.

In summary and/or addition, sustainable strategies will include:

1. Investigate other methods of payment for potential services such as private insurance, Medicaid, and potential local funds before utilizing grant funding.
2. Identify agencies who serve clients that are eligible for insurance, but often not enrolled.
3. Provide insurance enrollment and best practices training for staff to ensure clients eligible for insurance are enrolled in insurance programs.
4. Immediately building public and policymaker understanding and support for a range of actions to address the needs of the community.
5. Support implementation efforts to build sustainable projects for the community at the federal, state, and local levels.
6. Support efforts to promote the development of a trauma informed community/increased mental health literacy in the defined service area.
7. Support targeted efforts to advance the building of a resilient community set on improving the public health and well-being of its community members..

WORK PLAN

See Attachment 1 for full Work Plan.

The work plan was developed using both quantitative and qualitative data to gain insight into the impact of opioids and substance use in the defined service area. The data identified numerous strategic areas related to prevention, treatment, and recovery services.

RESOLUTION OF CHALLENGES

Chestnut trusts with its capacity, ability to plan and its established community partnerships that the challenges and barriers for the project and its continuation after the funding stream ends will be limited and overcome. However, even with the best laid plans obstacles are bound to occur during and after the project.

Challenges may include staff turnover, though Chestnut has a strong reputation of maintaining its well-trained, highly qualified staff, while other difficulties may include marketing and community awareness of the project including generating appropriate referrals to the program. Conversely, as the program's awareness grows, the program is likely to reach capacity and require additional staff to meet the needs of the community. Utilizing the sustainability strategies discussed above along with demonstrating why this program is crucial to not only individuals in recovery from the area's opioid epidemic but the community as a whole will only support the project's goal and objectives while adding to the success of the program's outcomes.

Additionally, ongoing consortium meetings (during and after the funding stream ends) will help continue the work completed by the group and allow for the continual assessment of need and treatment gaps in the service area. This will be aided in the completion of a renewed needs assessment at the end of year three of this project than every three years and/or as appropriate as the project continues beyond this funding stream.

Barriers may also exist in the form of individuals not wanting to be involved in services as they fear family secrets will be shared. This may also manifest in the form of criminal justice/child welfare involvement and/or stigma, fearing that once an individual identified as an opioid user they will face court involvement, be separated from their family and/or socially isolated from the community. These particular barriers will be continually addressed by engaging potential clients and their families at a level which they are comfortable. Additionally, services will be offered multiple times to ensure individuals have an opportunity to participate in the program. This will also be addressed through our prevention education and stigma reduction initiatives throughout the project and beyond the funding stream.

Additional challenges for the project during and after the funding stream include:

1. **Time constraints-** Individual community members and agency representatives have busy schedules and are already committed to working on issues related to substance use. We will work diligently to make sure potential/current consortium members understand both the importance of the work the consortium will be completing and the time commitment. We will make every effort to schedule meetings, trainings and other related events at times that are convenient for the majority of the group and will tailor the meetings to ensure agenda items are discussed in a timely and well organized manner. Meetings will also be available via teleconference when appropriate and/or feasible. This will all continue upon the project's end.
2. **Cooperation/Communication between counties/communities-** Lack of cooperation/communication between the counties on some issues can be expected. Chestnut Health Systems has extensive experience in establishing relationships among key community

stakeholders that will enable us to work with all interested parties to continue the work of the consortium. This will also continue upon the project's end.

Additionally, Chestnut believes good communication will be a key element of the consortium's work. Each of the proposed staff position and consortium members will have the responsibility for ensuring that clear, appropriate communication with stakeholders in and designated service area is affirmatively maintained.

EVALUATION AND TECHNICAL SUPPORT CAPACITY

The Data Coordinator in coordination with the additional proposed project staff will be responsible for the implementation of data tracking. Chestnut has extensive experience in the collection and reporting of program service and performance data. We collect data on every program and strategy for the purpose of ongoing feedback, planning, reporting and self-evaluation. It is our practice to begin the collection of outcome measure data as soon as feasible, starting with a baseline measure as part of the initial community assessment. When determining short- and long-term outcomes as part of our programs' processes, we note how each outcome will be measured and reported.

Chestnut's staff has extensive experience in reporting requirements for local, state and federal funding opportunities. These grants involve monthly, quarterly, and annual reports regarding progress toward meeting all grant required deliverables. We collect, maintain and analyze all data in order to effectively report back our progress to both our communities and funders. Staff members work hard to complete all aspects of program or project evaluation with validity and reliability.

As staff members collect progress and outcome data, we will take great care to organize it in a manner that allows the data to be easily understood and accessed. Data is and will be organized and maintained electronically and/or via print materials. Records related to specific programs are typically organized by strategy. For instance, meeting agendas, sign-in sheets and minutes will be kept together and organized sequentially by fiscal year. Rosters, satisfaction surveys and content logs will be organized and maintained by strategy and fiscal year. Staff will utilize Word, Excel, and PowerPoint to track, summarize, analyze and report qualitative and quantitative data. All data and files related to specific programs and grants are ultimately organized by fiscal year and stored for seven years.

Additionally, Chestnut operates under a Quality Improvement (QI) Plan approved by our Board of Directors. The plan provides structure and outlines activities designed to improve service care and health outcomes of our clients. Operation and organization of the QI System is the responsibility of the Corporate Director of Quality Improvement in coordination with Chestnut's Executive Leadership Council. Chestnut collects QI data, reviews it, and when appropriate, acts upon it on a monthly basis. Performance management, safety and quality improvement data is gathered on a continual basis. It is reviewed no less than quarterly on program, regional and corporate levels. When a performance measurement system identifies an opportunity for improvement in services or organizational functioning, Chestnut will respond to the opportunity in a matter and fashion that is most likely to bring about a timely and desired outcome.

For this project, tracking and monitoring data on emergency department and hospital admissions for OUD related issues will be captured. Arrests for drug possession or sales will also be tracked

along with infectious disease cases, linkages to care following opioid overdoses and wait time for treatment.

Data tracking and maintenance for this project will also include:

- Newly implemented services
- Where service implementation has occurred
- Consortium rosters, MOUs, along with meeting agendas, minutes, and attendance
- Key stakeholder contacts and interview notes
- Training notes, attendance, evaluations and participant comments
- Data on opioid overdose deaths, naloxone administrations and detox participation
- Treatment admissions
- Recovery support program attendance and participation
- Referrals made to SUD/mental health resources by consortium members
- Any data/information needed for grant required Progress Reports, Performance Integrity Management System (PIMS) Reports and Integrity and Performance Reporting

We will also track and report on the following (Decreases to each data point is expected):

- Criminalization of mentally ill individuals by diverting individuals from jail/detention to treatment
- Expenses related to psychiatric hospitalization
- Expenses related to health related hospitalization
- Expenses related to first responders
- Expenditure/burden for family
- Costs for criminal justice systems

The project staff and consortium will have access to all collected data. Results will be presented to the consortium at meetings to guide improvement. When appropriate changes to planning will be made and documented. Results will also be available to the public, HRSA, SAMHSA and to other organizations interested in our results. Additional key audiences may include:

- State associations of county and city health officials
- Law Enforcement
- Fire Departments
- Probation/Parole Offices
- Parole Boards
- Local hospitals, emergency departments and emergency medical services
- Local county and state jail/prison systems
- State Offices of Rural Health (SORH)
- Hospital associations
- Public health associations
- Rural health associations
- Caregiver groups
- Universities and charitable foundations
- Federal agencies
- Community groups
- Faith-based organizations
- State and county extension offices

- Schools
- Local government
- Health care providers/centers

We will also share information/data through consortium member's social media accounts, websites, supervisor meetings, staff meetings, trainings and local presentations to key community stakeholders. Other methods of dissemination will include the following:

- Publishing program or policy briefs
- Publishing project findings in national journals and statewide publications (if appropriate)
- Presenting at national conferences and meetings of professional associations
- Presenting program results to local community groups and other local stakeholders
- Presentations at Colleges and Universities
- Creating and distributing program materials, such as flyers, guides and pamphlets
- Creating toolkits of training materials and curricula for other communities
- Summarizing findings in progress reports for additional funding sources
- Discussing project activities on the local radio
- Publishing information in the local newspaper
- Issuing a press releases
- Hosting health promotion events at health fairs and school functions

Through this strategy the work of our project will capture a wide audience demonstrating its methodology and outcomes. This will then lead to the acceptance of our project, the empowering of community stakeholders to make decisions about the program's sustainability, and whether they will participate in future programs and the possibility of generating interest for others who seek to address similar issues in their own rural communities.

Please note that personal information and/or client specific information will not be shared in any shape or form. Also note that our information sharing strategy was influenced by material on the Rural Health Information (RHI) Hub's website regarding best practices for disseminating and that Chestnut Health Systems has extensive experience with similar dissemination techniques through many of its projects/programming.

ORGANIZATIONAL INFORMATION

Chestnut Health Systems is a not-for-profit 501(c)(3) organization governed by a volunteer Board of Directors. Founded in 1973 as a drop-in center to keep clients with substance use disorders out of the criminal justice system. Chestnut now offers a comprehensive scope of services and continues to be one of the largest treatment providers in Illinois. Our mission is to make a difference and improve quality of life through excellence in service. This excellence is demonstrated in our continuous accreditation by The Joint Commission (JCAHO) since 1975.

Chestnut provides SUD prevention and treatment services, psychiatric services, outpatient mental health, MAT, specialized treatment for COD, case management and supportive housing. Chestnut also has its own research Division titled the Lighthouse Institute (LI). LI conducts applied research, program evaluation and training, consultation and management services.

Chestnut's SUD treatment services has a full continuum of services and serve over 8,000 unduplicated clients annually through its diverse service line. As part of this service line

Chestnut also has a Federally Qualified Health Center, Chestnut Family Health Center (CFHC). CFHC has locations in the Illinois counties of Madison and McLean. CFHC provides primary health care, behavioral health and MAT to all patients regardless of socioeconomic barriers including the ability to pay. CFHC has a strong MAT program which provides Suboxone and Vivitrol to more than 200 patients per year. The CFHC also offers a 340b prescription drug assistance program which provides significantly discounted prescription medications for any CFHC patient.

Chestnut has an extensive history of working in partnership with public health, public safety and victim service providers representing a variety of disciplines and perspectives. We have provided multiple trainings on the region's opioid epidemic. We have provided training on Narcan administration and distributed Narcan to area first responders, hospital staff, schools, key community members and families. We have provided Mental Health First Aid Training to over 1,200 individuals in the last 5 plus years. Chestnut is also the treatment provider for the Madison County Drug Alternative Treatment Court and partners with the Madison County Jail in an OUD program that provides Vivitrol injections and post-release linkage services to persons with OUD incarcerated in the Madison County Jail. Through this program we also work with jail and probation staff to screen, identify and engage potential clients. Upon release, Chestnut enrolls participants in continuing care and treatment.

Chestnut staff members are active in several highly functioning coalitions in Madison and St. Clair Counties, including but not limited to, the St. Clair County Healthcare Commission, Suicide Prevention Alliance, St. Clair County Youth Coalition, Lewis and Clark Area Youth Alliance, Alliance for Substance Abuse Prevention, and the Drug Free Alton Coalition. Additionally, Chestnut is a participating member in the following rural coalitions, Clinton County Take Action Coalition, Bond County Inter-Agency Group, the St. Clair County Drug Prevention Alliance, the Partnership for Drug Free Communities (Madison County), Macoupin and Montgomery Counties Addiction and Behavioral Health Coalition along with Coalitions in Marion and Washington counties. In addition to these groups, staff from Chestnut's Prevention programs maintains leadership roles for various groups, coalitions and consortiums.

In addition to these groups, staff from Chestnut's Prevention programs maintain leadership roles for various groups, coalitions and consortiums, including the following:

- **Partnership for Drug Free Communities-** For over 10 years, Chestnut's Prevention staff has coordinated the Drug Free Coalitions of Madison County. This group focuses on gathering community coalition leaders for drug prevention efforts on a county-wide level. In early 2016, the group changed its focus to one of response to the prescription drug/opioid crisis in the Metro East area. Chestnut staff were instrumental in guiding the group through this transition and helped the group grow its membership to include over 60 different agencies, governmental entities, law enforcement groups and businesses. The group includes several family members and individuals with lived experience. Currently, three staff members serve on the Partnership's Executive Committee.
- **St. Clair County Drug Prevention Alliance-** Chestnut's Prevention team was asked to help build a new coalition in St. Clair County in response to their most recent IPLAN (Illinois Project for the Local Assessment of Need). This group has been a resounding success for St. Clair County. Through extensive communication with local partners, we assembled a strong network of individuals committed to working on two issues related to substance use. Decreasing youth use and decreasing the number of opioid-related deaths

in St. Clair County. A Chestnut staff member serves as the Coordinator of the coalition and several other Prevention and Treatment staff serves as coalition members.

- **Take Action Coalition in Clinton County-** A Chestnut staff member serves as the Coordinator for this coalition. This group was established to bring committed individuals together to work on issues related to SUD and OUD. Please note Clinton County is part of the defined service area for the proposed project.
- **Three Recovery-Oriented System of Care (ROSC) Councils** including- the Metro East Recovery Council (ROSC) who serves Madison County, the Bond County ROSC Council, who operates in Bond County, and the Take Action Coalition ROSC Council, who serves Clinton County. Recovery-Oriented System of Care (ROSC) Councils are a coordinated network of community-based services and supports that is person-centered and builds on the strengths and resiliencies of individuals, families, and communities to achieve recovery and improved health, wellness, and quality of life for those with or at risk of substance use disorder.

Furthermore, Chestnut has experience in pay-for-performance and value-based environments, including, but not limited to Targeted Case Management (TCM). For the past seven years Chestnut has been a leader in providing TCM services for high-cost, at-risk Medicaid populations with both SUD and mental health issues. To date, we have never failed to provide improved outcomes on desired Healthcare Effectiveness Data and Information Set (HEDIS) measures while reducing total cost of care in the process. Chestnut's experience in its Federally Qualified Health Center (FQHC) program has helped address the comorbidity of primary care issues for our clients diagnosed with SMI and SUD. Our work with the Primary Care Behavioral Health Improvement Plan (PCBHIP) with SAMHSA has provided a major focus on wellness education thus achieving better outcomes for our clients. Additionally, as indicated above, Chestnut has experience in developing Assertive Community Treatment (ACT). Our ACT program began implementation in summer 2020. In May 2021, Chestnut was able to convert existing community support services and personnel to create our ACT team. Through our ACT team we are able to provide community-based mental health care for individuals experiencing serious mental illness that interferes with their ability to live in the community, attend appointments with professionals, and manage mental health symptoms.

Even more so, in order to address service demand, we have created ambitious goals to ensure access to treatment. We then measure our performance toward these goals. For example, we measure the number of service calls that roll over to voice mail and the time it takes from an initial service call to be made offering a first appointment. We also offer immediate access for a full range of services. If we believe wait times are longer than local standards, we modify our staffing to decrease these wait times. Since developing this approach, we have handled upwards of 1,000 calls per day and admit 650-750 new clients a month. Our service efficiency is augmented by same-day appointments, immediate access and walk-in appointments. We also utilize just-in-time scheduling for our medical services.

Likewise, we are committed to aggressively monitoring compliance with our policies. Much of this monitoring effort is provided by our Quality Improvement (QI) Program and internal auditor who routinely conducts internal audits for matters that have regulatory or compliance implications. We also routinely seek other means of ensuring and demonstrating compliance with laws, regulations and organizational policies and procedures.

Furthermore, Chestnut has and/or is presently receiving funding from the following: 1. SAMHSA for our Project Wellness Program, 3. Madison County 708 Mental Health Board for Specialty Court Services, 4. St. Clair County 708 Mental Health Board for Substance Use Disorder Prevention and Youth Outpatient treatment, 5. Illinois Criminal Justice Information Authority for Violence Prevention, 6. Illinois Children's Healthcare Foundation for our Integrated Care grant and our Systems of Care grant and 7. OVC Enhancing Community Responses to the Opioid Crisis: Serving Our Youngest Crime Victims.

Regarding accounting, Chestnut maintains an accounting system that meets contemporary professional business practices and regularly updates any implemented accounting software to allow its accounting system to meet generally accepted accounting principles. Chestnut has also been awarded two Illinois state funded opportunities to participate in a Recovery Oriented Systems of Care planning groups for Madison, St. Clair and McLean Counties. These awards led to the establishment of networks, the identification of service gaps and the implementation of OUD treatment and services to fill these gaps. Chestnut Health Systems was also awarded SAMHSA opportunities to become a Certified Community Behavioral Health Clinic (CCBHC) in our southern region location and a Community Mental Health Center (CMHC) in our central region location.

The additional Consortium Members/Organizations include the following:

1. **Community Resource Center**, provide programs for the prevention, intervention and treatment of common mental health disorders and substance use. Education, advocacy, and outreach are also available. Focus area includes Clinton County and Marion County.
2. **Clinton County Probation Department**, provide supervision of juvenile and adult offenders sentenced to a term of court supervision or probation by the Clinton County Court system.
3. **Prairie Counseling Center – Bond County Health Department**, is a community behavioral health clinic funded to provide comprehensive community based services for mental health and substance abuse issues in the Bond County area.
5. **Macoupin County Health Department**, is a behavioral health program and medical facility that utilizes medication-assisted recovery and other evidence based practices to successfully serve clients in Macoupin County and other surrounding counties. Macoupin County is not part of the defined service area, however this organization provides behavioral health services to many of the residents from the counties in the defined service area.
6. **Hospital Sisters Health Systems (HS) St. Joseph's Hospital, Highland Illinois**, is a healthcare organization focused on delivering the best primary care in the communities they serve: Madison, Bond, and Clinton Counties.

Each of our project partners are located in HRSA designated rural county or census tract and services will only be provided to clients from HRSA designated rural areas.

See Attachments for more information regarding this application.

B. Introduction

Food safety is critical to the success of the agriculture sector and farm businesses as a whole. However, minority and historically underserved farmers, ranchers, and producers have not received the amount of specialized training and technical support that would benefit the growth, resilience, and success of their agricultural enterprises. This

initiative is intended to address this problem by increasing access to food safety training and professional development opportunities, and by assisting historically marginalized and underserved farmers in developing and modifying food safety training curricula to meet new FSMA rules for a variety of agricultural production and processing systems. The proposed project will address these concerns in the states of Oklahoma (where the national headquarters is located), Tennessee, and Florida.

This project will consist of state chapter leader personnel to serve as Outreach Coordinators across the project lifecycle. The headquarters will also provide oversight, outreach, and technical assistance across the life of the project. is partnering with innovative leaders in the new frontier of agricultural and food safety initiatives, including

Data and grant management will also be contracted to qualified parties. Dr. Tennessee state chapter leader, will serve as Data Management Specialist; and Mr. Jacob Chase, Founder and CEO of Chase Consulting Solutions, LLC, will serve as Grant Manager and third-party evaluator. We are also excited to partner with Indian Territory Freedmen Black Indians History Museum, among others.

As the largest minority-serving agriculture nonprofit organization in the United States, we have the capacity, innovation, knowledge, skill set, and the foot soldiers to connect and deliver food safety outreach programs to minority, women, veteran, and other historically underserved farmers, as well as future farmers. The problems addressed within our proposed project are two-fold: (1) the ongoing challenges of inequality among minority farmers, ranchers, and producers requiring essential outreach in technical and educational assistance, related to food safety, storage, and preservation methods; and (2) solution(s) to the declining ownership and success of farms and ranches, particularly among minority populations, and the negative impacts on health, wellness, and natural resources that this implies.

C. Rationale and Significance

Historically, minority farmers, ranchers, and producers have not participated in adequate food safety programs and other professional development opportunities, to the same extent as other farmers and producers, due in part to a combination of inadequate outreach and assistance, as well as discrimination towards these communities. In the early years of this country's establishment by Europeans, education was utilized as a device designed to be afforded to its indentured servants. Though countless will argue the 15th Amendment to the Constitution immediately gave freedom and equal access to things like education and voting, an overwhelming majority of those who are descendants of the oppressed would argue otherwise.

The most desired solution would be to provide additional training and funding to proven existing grassroots and community-based organizations, which is represented herein by the

and its state chapters possess a comprehensive outreach experience, nationwide capacity, and most importantly, diversity as reflected in their producers and members. Just as in many community-based outreach programs where agencies are seeking to make an impact, it is critical and prudent that those groups be represented in the people who have their "boots on the ground." offers a long-standing commitment to diversity and inclusion in agriculture, and attributes its success in participation to its accessibility and ability to meet producers on their level, both culturally and educationally. This serves to build trust in an otherwise distrustful group of producers.

Partnering with proven, effective nonprofits, able to provide continued and targeted outreach, while boasting trusting relationships with producers, is the logical and innovative step offered in this funding opportunity. The has the

expertise, the cultural understanding, and can easily build on already-established relationships to advance food safety and other USDA outreach programs.

Another disturbing trend in the agricultural sector is the status of farm ownership and operation in general, and minority farmers, especially African American farmers, in particular. The number of farms in the United States declined eight (8) percent between the 1997 and 2017 censuses. Further concerns are noted in the decline of farmland, which was six (6) percent in the same timeframe. After peaking at 6.8 million farms in 1935, the number of United States farms fell sharply until the early 1970s. Rapidly falling farm numbers during the earlier period reflected growing productivity in agriculture and increased nonfarm employment opportunities. Since then, the number of farms has continued to decline, but much more slowly. In the most recent survey, there were roughly two million farms in 2021, down from 2.20 million in 2007. With 895 million acres of land in farms in 2021, the average farm size was 445 acres, only slightly greater than the 440 acres recorded in the early 1970s.

On a more positive note, smaller farms of less than ten acres increased slightly. This fact highlights the small farmer and producer, and perhaps the urban faction. It points to the changing atmosphere in agriculture. In 2017, the census data revised the demographic data collected, altering true comparisons with previous census data. Nonetheless, data indicates a decline in African American operated farms of three percent, with an average size of 132 acres. Only sixty-two percent report access to the internet. However, data suggests an increase in African American producers of five percent. Although African American producers show an increase of five percent since 2012, closer scrutiny reveals that the percent of total United States producers who are African American remained constant at 1.4 percent; all United States producers were up seven percent, growing at a higher rate than African American producers.

Another concern is for next generation African American farmers. Of the 2017 census reported African American producers, 71 percent are males, with 94 percent older than 35 (43 percent of

USDA-NIFA FOOD

COLLABORATIVE EDUCATION AND TRAINING PROJECT

Budget Narrative

The total amount of \$550,000.00 is requested by the
to fund the
Training Project in the states of Oklahoma, Tennessee, and Florida.

This initiative will provide essential services, which include offering unique and culturally attractive food safety outreach programs in the states of Oklahoma, Tennessee, and Florida; strengthening community partnerships with other community-based organizations, local farmers, ranchers, producers, and farm businesses who represent historically marginalized and underserved segments; and continuing to support local communities through a variety of engaging agriculture, health, and wellness programs. Funds will support personnel costs and materials for project implementation, as well as travel costs for related activities.

As a **Training Project supporting significant collaboration among community-based organizations serving underserved populations, the**
is requesting a Collaborative Engagement Supplement as part of this budget request above the budget maximum for Collaborative Education and Training Projects, for a total request of across the three-year project period).

A. Personnel (\$297,500.00)

Project Director, will be responsible for coordination of onsite and virtual outreach. She will oversee every aspect of the project, work closely with partners and employees to ensure maximum benefit to our schools, youth, and families. We estimate a population in excess of 2,500 within a one mile radius of the

will work diligently with partners to secure maximum benefit for curricula across all educational formats.

Executive Assistant, will be responsible for the coordination of all program activities on behalf of the Project Director. will oversee interns, handle communications with staff and project partners, review online data and promotional activities, registration, collect data from various sources, and dispense such data as appropriate. She will also serve as editor and provide other services as needed.

Dr. state chapter leader and Tennessee state Outreach Coordinator and Ms.

state chapter leader and Florida state Outreach Coordinator will network in underserved and food desert regions and counties in the states of Tennessee and Florida, especially among minority and underserved farmers and producers to ensure they have equal opportunity to apply for food safety outreach, training, and professional development opportunities to enhance their existing farms and farm businesses.

Salary (3x)	% Effort	Duration	Request
	8.00 %	36 Months	\$108,500.00
	30.00 %	36 Months	\$45,000.00
	30.00 %	36 Months	\$90,000.00
	30.00 %	36 Months	\$54,000.00

B. Travel (\$67,380.00)

Guest speaker and outreach coordinator travel is estimated at 2,500 miles per individual, at \$0.625 per mile, in addition to lodging at \$150.00 per night, and meals at \$60.00 per day. Figures are calculated under the assumption that travel will occur once per quarter, per year, per individual, across the three-year project period. The total requested funds to be allocated to guest speaker and outreach travel is \$63,810.00 over the three-year grant period.

C. Supplies (\$9,500.00)

Office Supplies (36 months)	\$2,500.00
Advertising (radio, newspaper, film, social)	\$5,000.00
Overhead Projector	\$1,500.00
Projector Screen (portable)	\$500.00

D. Contractual (\$127,220.00)

KPMG Financial Services (36 months)	\$28,620.00 ¹
Interpreter (virtual and on-site, 36 months)	\$1,800.00
Photographer and Videographer (same)	\$1,800.00
Venue Rental (rates vary, 5-10 locations)	\$3,000.00

Mr. Jacob Chase, Grant Management \$54,000.00 ⁴

¹ KPMG Financial will provide financial auditing and financial reporting services.

_____ has elected for the “Professional” managed accounting option, ideal for businesses with two to three hundred monthly transactions, less than ten bank accounts, and project accounting for three to four projects. These services are estimated at \$795.00 per month.

² Ms. _____ and guest speaker, will be responsible for advisory council, developing food safety training, workshops, seminars, and other project-related outreach events. Rates for guest speaking and instructional services under _____ will be charged at \$20.00 per hour. Total funds requested is \$2,000.00.

³ Dr. _____ Data Management Specialist, will be responsible for handling data following USDA, state chapter, and other applicable guidelines. His duties include analyzing and validating data, updating records, storing documents, data entry, and ensuring data security. Rates for data management services under Dr. _____ will be charged at \$1,000.00 per month across the three-year project period.

⁴ Mr. Jacob Chase, Founder and CEO of Chase Consulting Solutions, LLC, will be responsible for collaborating with KPMG, leadership, and finance team to work within the project budget, support project staff, manage documents and deadlines, track grantee results, and manage grant reporting requirements. Rates for grant management and reporting services under Mr. Chase will be charged at \$1,500.00 per month across the three-year project period.

E. Total Direct Costs (\$501,600.00)

F. Indirect Costs (\$48,400.00)

Note:

G. Total Budget (\$550,000.00)

Budget	Year 1	Year 2	Year 3	Total
Direct	\$167,200.00	\$167,200.00	\$167,200.00	\$501,600.00
Indirect	\$16,133.33	\$16,133.33	\$16,133.34	\$48,400.00
Total	\$183,333.33	\$183,333.33	\$183,333.34	\$550,000.00



Exemption Request: Workers' Compensation and Insurance Coverage
Chase Consulting Solutions, LLC

Chase Consulting Solutions, LLC
2544 North Frederick Avenue, Unit 111
Milwaukee, Wisconsin 53211

Subject: Workers' Compensation and Insurance Coverage Exemption Request

To whom it may concern:

I hope this letter finds you well. We are writing to request Chase Consulting Solutions' exemption from workers' compensation and other insurance requirements.

As a result of our unique network-based operational structure and the remote nature of our business activities, we do not have any employees on our payroll who would necessitate workers' compensation or other insurance coverage.

Thank you for your understanding and cooperation.

With appreciation,

Jacob B Chase
Chief Executive Officer
Chase Consulting Solutions, LLC

Email: info@chaseconsultingsolutions.com
Phone: (262) 325-3812
Website: www.chaseconsultingsolutions.com
Schedule an Appointment: [Click Here to Schedule](#)

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Jacob B Chase</i>	Date ▶ 01-01-2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AIRPORT HANGAR LEASE WITH CAT-AG AVIATION, LLC**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

Council to approve and execute the Airport Hangar Lease between the City of Madras and Cat-Ag Aviation, LLC.

OVERVIEW:

The attached lease is a five-year lease with the City of Madras and Cat-Ag Aviation to rent the hangar and surrounding property on Demer's Drive known as the Demers Hangar. Items of interest to note in the lease are:

- The lease provides the ability to renew for two additional five year terms
- Base rent for the hangar and property is \$1,235.00 a month with a 3% escalation each year.
- Lighting and access fee is \$68.72 a month with a 3% escalation each year.
- City maintains the building shell and all hardware associated with the building shell (doors, windows, etc.) In addition City maintains electrical system and HVAC system.
- Tenant is responsible for general maintenance.

STAFF ANALYSIS:

The Airport owns several hangars which one of them (noted as the Demers' Hangar) is located at the southern end of the Airport on Demers Drive. The building originally was a ground lease with Precision and reverted to the City in 2016. Prior to the building reverting back to the City, Cat-Ag Aviation had a sub-lease from precision for their commercial spray operation. In 2016 when the buildings and ground reverted back to the City, Cat-Ag Aviation approached the City to execute a hangar and ground lease since they were already operating out of the location. Cat-Ag Aviation has been paying a monthly rent until the lease could be finalized. The lease has been finalized and signed by Cat-Ag Aviation. In order to fully execute the lease, City Council needs to make a motion to approve the lease.

Staff's recommendation is to approve the lease as presented.

FISCAL INFORMATION:

The hangar and ground lease generates \$14,820 in revenue to the Airport the first year and generates \$824.64 in revenue for the Airport as a lighting and access fee. The lease and lighting and access fee escalates 3% each year.

SUPPORTING DOCUMENTATION:

Airport Lease for Aeronautical Use between Cat-Ag and City of Madras

STRATEGIC GOAL:

Goal 4 (b) 4

AIRPORT LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(City-Owned Hangar)

This Airport Lease for Aeronautical Use Improvements (City-Owned Hangar) (this "Lease") is dated November 27, 2023 (the "Execution Date"), but made effective for all purposes as of September 1, 2015 (the "Effective Date"), and is entered into between City of Madras ("Landlord"), an Oregon municipal corporation, whose address is 125 SW E Street, Madras, Oregon 97741, and Cat-Ag Aviation LLC ("Tenant"), an Oregon limited liability company, whose address is PO Box 734, Madras, Oregon 97741.

RECITALS:

A. Landlord is the owner, sponsor, and operator of the Madras Municipal Airport, a public municipal airport located in Madras, Oregon (the "Airport"). Landlord is the owner of certain real property (and the approximately 2,048 square foot aircraft hangar (the "Hangar") and related improvements and facilities located thereon) commonly known as 1838 NW Demers Drive, Madras, Oregon 97741, all of which is more particularly described and depicted on the attached Exhibit A (collectively, the "Property"). The Property consists of approximately 1.64 acres (71,438.40 square feet) of total leasable area.

B. Subject to the terms and conditions contained in this Lease, Tenant leases the Property from Landlord, and Landlord leases the Property to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASE; OCCUPANCY

1.1 Initial Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Property to Tenant and Tenant leases the Property from Landlord. The term of this Lease and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until August 31, 2028 (the "Initial Term"), unless sooner terminated or extended as provided in this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and each Extended Term (as defined below), if applicable.

1.2 Property Possession. Tenant obtained possession of the Hangar (and no other portion of the Property) for storage purposes on or about the Effective Date. Tenant obtained possession of the Property (which includes the Hangar) on or about April 1, 2016.

1.3 Airport Facilities. Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's runways, ramps, taxiways (including, without limitation, the Connection (as defined below)), and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's runways, ramps, taxiways (which includes the Connection), and aprons will be for the sole purpose of the landing, takeoff, flying, taxiing, and towing of aircraft in connection with Tenant's use of the Property for the Permitted Use. Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).

1.4 Extended Term. If Tenant is not then in default under this Lease, Tenant has the option (each an "Extension Option") to extend the Initial Term for two consecutive additional terms of five years each (each an "Extended Term"). Tenant will exercise an Extension Option by providing Landlord written notice (the "Notice of Extension") no less than one hundred twenty (120) days prior to the last day of the Initial Term or first Extended

Term, as applicable. Subject to the terms and conditions contained in this Lease, giving of the Notice of Extension will be sufficient to make this Lease binding for the applicable Extended Term. Each Extended Term will commence on the day immediately following the expiration of the Initial Term or first Extended Term (as the case may be). The terms and conditions for each Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below) and L/A Fee (as defined below) (which are subject to annual escalation as provided below), and (b) Tenant will no longer have the Extension Option that has been exercised.

1.5 Tenant's Financial Capability; Authority. Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; and (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

1.6 No Representations or Warranties. Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport and Property. Tenant accepts the Airport and Property in their "as-is" and "with all defects" condition as of the Effective Date, except as provided in Section 1.7, below. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Property. Except as expressly provided in Section 1.7 and Section 5.1, Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport and/or Property.

1.7 Landlord Repairs. Prior to the Execution Date, Landlord completed, at Landlord's cost and expense, those Property repairs and/or improvements identified in the attached Schedule 1.7 as the "Repairs." Before the Execution Date, Tenant had full opportunity to inspect and examine the Repairs and to ask questions and receive answers concerning the Repairs. Tenant accepts and approves the Repairs in all respects as of the Execution Date.

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum monthly base rent, without offset, in accordance with the following schedule ("Base Rent"):

September 2015 – March 2016	\$350.00 (Hangar only)
April 2016 – June 2019	\$1,065.00 (entire Property (which includes the Hangar))

Commencing on July 1, 2019, and continuing thereafter during the Lease Term, Base Rent will be the amount determined in accordance with this Lease. Base Rent is payable on or before the first day of each month without invoice from Landlord. Base Rent will be prorated with respect to any partial month in which the Lease Term commences and ends. Tenant's first payment of Rent is due and payable on the Effective Date. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time. Base Rent will be increased (escalated) annually in accordance with Section 2.2.

As of the Execution Date, and notwithstanding anything contained in this Lease to the contrary, Base Rent is as follows:

July 1, 2023 – June 30, 2024	\$1,235.00 (entire Property (which includes the Hangar))
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2.2 Base Rent Escalation; LA Fee Escalation. Commencing on July 1, 2019, and continuing on the same day each year thereafter during the Lease Term, (a) Base Rent will increase (escalate) by three percent (3%) over Base Rent for the last month of the immediately preceding twelve-month period, and (b) L/A Fee will increase

(escalate) by three percent (3%) over L/A Fee for the last month of the immediately preceding twelve-month period.

2.3 Additional Rent.

2.3.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Property (including, without limitation, the Hangar) (collectively, "Additional Rent"): (a) all taxes (real property and personal property, if any), system development charges, general and special assessments, fuel, insurance costs, telephone charges, licenses, L/A Fee, utility charges, and all costs, expenses, and/or charges identified under Sections 2.3.2 and 2.3.3, below; (b) all costs and expenses incurred in connection with Tenant's use, occupancy, maintenance, improvement, and/or repair of the Property; (c) all applicable Airport charges, fees, and/or assessments that may be imposed or assessed from time to time; and (d) all other sums Tenant is required to pay or reimburse Landlord or any third party under this Lease or otherwise, including, without limitation, reimbursing Landlord for the Property insurance identified under Section 6.2. Additional Rent is due and payable to the applicable payee commencing on the Effective Date. All Rent payable under this Lease will be net to Landlord and all costs, expenses, and obligations imposed on Tenant under this Lease and/or arising out of or due to Tenant's use, occupancy, maintenance, and/or repair of the Hangar will be paid by Tenant. Tenant will furnish Landlord with receipts or other proof of payment of Additional Rent within ten (10) days after Landlord's written request. For purposes of this Lease, the term "Rent" means both Base Rent and Additional Rent. Subject to the terms and conditions contained in this Lease, Tenant will not be required to reimburse Landlord for the costs and expenses Landlord incurs to perform Landlord's maintenance and repair obligations under Section 5.1.

2.3.2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Property, including, without limitation, charges and expenses for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, internet, and janitorial services. Commencing on the Effective Date, in addition to any other fees, charges, and/or expenses provided under this Lease, Tenant will pay Landlord a right-of-way, lighting, and access fee of \$65.71 per month (the "L/A Fee"). The L/A Fee will be increased (escalated) annually in accordance with Section 2.2, above. As of the Execution Date, the L/A Fee is \$68.72.

2.3.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, and all other charges of every description levied on and/or assessed against the Property, any improvements located on or about the Property, and/or personal property and/or fixtures located on or about the Property. Tenant will make all such payments directly to the applicable governing authority. If any such tax assessment or charges may be paid in installments, Tenant may elect to do so provided each installment together with interest is paid before it becomes delinquent. Tenant acknowledges that the Property is exempt from real property tax pursuant to ORS 307.120 (and may remain exempt from real property tax provided Tenant does not take any action (or fail to take any action) resulting in the Property's disqualification from exemption under ORS 307.120.

3. USE OF PROPERTY

3.1 Permitted Use. Subject to the terms and conditions contained in this Lease, Tenant will use the Property for aircraft storage (in the case of the Hangar) and Tenant's operation of its aerial application business (the "Business"), including agricultural chemical storage, loading, and maintenance operations (collectively, the "Permitted Use"). Tenant will not use the Property for any purpose other than the Permitted Use.

3.2 Conditions, Limitations, and Restrictions. In addition to any other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Permitted Use, Business, and/or Airport:

3.2.1 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Property for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Business and/or Permitted Use, and/or by reason of Tenant's use of the Property and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws. Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease, occupy, and use the Property for the Permitted Use, including, without limitation, all reviews, studies, and approvals required under Landlord's leasing policies and regulations. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Property, Airport, Business, and/or Permitted Use, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws (as defined below), all rules and/or regulations promulgated by the Oregon Department of Environmental Quality, United States Environmental Protection Agency, United States Department of Transportation ("DOT"), Federal Aviation Administration ("FAA"), and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Landlord's municipal code, Landlord's policies governing agreements involving the use or disposition of Airport property for aeronautical activities, Airshow Regulations (as defined below), and Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.2 Tenant will store all aircraft, vehicles (if any), equipment, tools, and/or supplies on the Property (including the Hangar) in a safe, neat, clean, and orderly manner (which aircraft, vehicles, equipment, tools, and/or supplies must be used by Tenant in connection with Tenant's operation of the Business). Tenant will store all aircraft, vehicles (if any), equipment, tools, and/or supplies wholly within the fenced area of the Property; provided, however, subject to the terms and conditions contained in this Lease, Tenant's agricultural chemical-based products will be mixed or synthesized on the established concrete mix pad and catch basin. Notwithstanding anything contained in this Lease to the contrary, but subject to the first sentence contained in this Section 3.2.2, Tenant is not permitted to store any recreational vehicles, boats, all-terrain vehicles, and/or other personal property on or about the Property. Tenant will refrain from any activity which would make it impossible to insure the Property against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Property and/or Airport, all as determined by Landlord. Tenant will conduct and operate the Permitted Use, Business, and all activities at the Airport in a safe, prudent, professional, and lawful manner.

3.2.3 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Property. Without otherwise limiting the generality of the immediately preceding sentence, but subject to applicable Laws, Tenant may use, store, and/or otherwise handle on or in the Property only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Business provided such Hazardous Substances are first approved by Landlord in writing; provided, however, Tenant will use, store, and/or otherwise handle on or in the Property the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will remove all Hazardous Substances from the Property that have been stored, loaded, disposed, spilled, leaked, and/or otherwise released on, under, and/or about the Property on and after the Effective Date. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions.

3.2.4 Tenant acknowledges and agrees that as of the Effective Date there are no Hazardous Substances located on, under, and/or about the Property except for those traceable amounts, if any, specifically identified in the following site assessments (individually and collectively, the "Baseline Environmental Report"): (a) a certain Wallace Group Phase I Environmental Site Assessment (Technical Memorandum) dated October 2, 2015; and (b) a certain Wallace Group Phase II Environmental Site Assessment dated May 9, 2018. Tenant has had full opportunity to investigate, examine, and review, and to ask questions and receive answers concerning, the Baseline Environmental Report and/or the Property's environmental condition as of the Effective Date. Tenant has obtained all the information Tenant desires in connection with the Baseline Environmental Report and/or the Property's environmental condition and has not relied on any representations or warranties made by Landlord concerning the Property's environmental condition. Upon the earlier termination or expiration of this Lease, Tenant will obtain, at Tenant's cost and expense, an environmental report and assessment similar to the Baseline Environmental Report concerning the Property's then environmental condition from a licensed, bonded, and insured company approved by Landlord (the "Tenant's Environmental Report"). Tenant will provide Landlord a copy of the Tenant's Environmental Report. If any item(s) are identified in the Tenant's Environmental Report that were not identified in the Baseline Environmental Report, Tenant will promptly complete, at Tenant's cost and expense and to Landlord's reasonable satisfaction, all reports, testing, and actions necessary or appropriate to remove and/or remediate the item(s) identified in the Tenant's Environmental Report.

3.2.5 Tenant will conform and comply with all rules and regulations concerning the Airport and/or Property, which now exist or may hereafter become effective, including, without limitation, all Airport security, screening, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective thirty (30) days after Landlord provides Tenant notice of such adoption or amendments.

3.3 Aviation Easement; Aeronautical Uses. Tenant's use of the Property is secondary and subordinate to the operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Property together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, Tenant will protect the Airport and Airport property for aeronautical and related uses, will not interfere or impede, and will conduct all activities in a manner that will not adversely affect or interfere with, Landlord's operations and/or those of other tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport property, and/or aeronautical activities is specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

3.4 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, hangars, aprons, and parking facilities. Landlord may impose certain taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Hangar and/or Airport. Tenant is responsible for securing and safeguarding the Property, including all property (aircraft) placed in the Hangar. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.5 Construction Activities. Tenant's use of the Property and/or Airport may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in the use of the Property and/or Airport due to the aforementioned activities;

provided, however, in connection with Landlord's improvement, construction, development, remodeling, and/or other activities on or at the Airport, Landlord will make a good faith and reasonable effort to minimize any significant and/or material disruption with Tenant's use of the Property and/or Airport.

3.6 Non-Discrimination; Unfair Practices. Tenant covenants and agrees as follows: (a) if any facilities and/or improvements (including, without limitation, Alterations (as defined below)) are constructed, maintained, and/or otherwise operated on the Property for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person on the grounds of race, color, national origin, and/or other protected classification will be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in connection with the Business, Permitted Use, and/or use of any facilities located on or about the Property; and (c) in the construction of any improvements on, over, and/or under the Property and the furnishing of services thereon, no person on the grounds of race, color, national origin, and/or other protected classification will be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.

3.7 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Property pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Property. Tenant will provide Landlord copies of any written documentation related to the foregoing.

3.8 Aircraft Identification. All aircraft based at the Airport must be registered with the Oregon Department of Aviation in accordance with ORS 837.040 (to the extent registration is required under such statute and related regulations). Based aircraft is defined as those aircraft based at the Airport for more than thirty (30) consecutive days. All aircraft located on or in the Property and/or Airport, including, without limitation, those aircraft under repair and/or inoperable aircraft, will be stored in a neat and orderly manner.

3.9 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and (b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

3.10 Airshow of the Cascades. Tenant's use of the Property and/or Airport may not interfere with the operation and/or activities of The Airshow of the Cascades (the "Airshow") during the Airshow Days (as defined below). To this end, (a) Tenant will modify or alter its use and operations on and from the Property and Airport during the Airshow Days (which modifications or alterations must be approved by Landlord) to accommodate Airshow activities and/or operations, and (b) Landlord will not be in default (and Tenant will not receive any Rent abatements and/or other concessions) under this Lease due to Tenant's modifications or alterations in its use and operation on and from the Property and/or Airport. Landlord will endeavor to (y) provide Tenant no less than ninety (90) days' advance written notice of the three consecutive days in August that the Airshow will be held (the "Airshow Days") during the applicable year, and (z) consult with Tenant concerning any potential commercially reasonable measures that may be taken to minimize the disruption the Airshow may have on Tenant's operations. Tenant will maintain adequate levels of communication with the Airshow organizer and Landlord to ensure maximum cooperation and coordination between Tenant, the organizer, and Landlord concerning Tenant's activities and operations from the Property and/or Airport during the Airshow Days.

3.11 Airshow Regulations. Tenant will comply with all reasonable rules and regulations concerning the Airport and/or Property that Landlord may adopt from time to time concerning the Airshow (the "Airshow

Regulations"). Tenant will not perform (or caused to be performed) any acts or carry on any practice prohibited by the Airshow Regulations. Landlord is permitted to amend the Airshow Regulations (or adopt new Airshow Regulations) from time to time as Landlord reasonably determines necessary or appropriate. Any permitted adoption or amendment to the Airshow Regulations will be effective thirty (30) days after Landlord provides Tenant notice of such adoption or amendments.

3.12 Annexation. Tenant consents to any Landlord annexation of the Property. Upon Landlord's request, and at Landlord's expense, Tenant will execute all consent to annexation applications, documents, and/or instruments Landlord reasonably deems necessary or appropriate concerning annexation of the Property.

4. ALTERATIONS; CATCH BASIN

4.1 Alterations.

4.1.1 Excepting any ordinary and necessary maintenance and/or repairs performed (or caused to be performed) by Tenant to the Hangar's interior and/or other improvements located on the Property as of the Effective Date, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Property of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices on, in, and/or to the Hangar (individually and collectively, "Alteration(s)"), without Landlord's prior written consent; provided, however, Tenant is permitted to install the Catch Basin (as defined below) subject to and in accordance with this Section 4.1 and Section 4.2. Subject to Section 8.4, Alterations performed in or to the Property by either Landlord or Tenant will be the property of Landlord.

4.1.2 As a condition to Tenant's completion of any Alterations, Tenant will, at Tenant's cost and expense, timely make application for, and obtain, all necessary construction, building, and other permits, approvals, authorizations, and consents, including, without limitation, all necessary approvals from the FAA, Landlord, and Jefferson County. Construction of any exterior Alterations must be approved (i.e., must receive a "no objection" determination) by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations. Tenant will timely pay all applicable application, permit, and processing fees.

4.1.3 Any Alterations approved by Landlord will be made in a good and workmanlike manner (i.e., the Alterations must be completed in a manner customarily done by competent and skillful licensed and bonded contractors in Jefferson County, Oregon), in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Hangar and surrounding properties. Once Alteration construction or installation has commenced, Tenant will prosecute the construction and installation expeditiously and with diligence. Tenant will timely pay, or cause to be paid, all costs, expenses, and charges related to or concerning the Alterations, including, without limitation, costs of installation, construction, and/or connection of utilities. Each contractor performing work on or about the Property must conform and comply with this Section 4.1. Tenant will ensure that each contractor conform and comply with the terms and conditions contained in this Section 4.1. Each contractor will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, the Laws. Each contractor will obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct the contractor's business and perform the subject construction work. Each contractor will properly manage and dispose of all waste, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations, including, without limitation, the Laws. Each contractor will pay when due all charges for labor and materials used for the contractor's construction work and will keep the Property free from all liens and/or other claims. Landlord will have the right to inspect the construction at reasonable intervals to ensure Tenant is complying with its obligations under this Lease.

4.2 Chemical Catch Basin. On or about October 23, 2018, Tenant completed the construction and installation, at Tenant's cost and expense, of that certain 2,393-gallon capacity chemical catch basin (20' x 8' x 2')

depicted in the attached Exhibit B (the "Catch Basin"). Tenant represents and warrants that Tenant constructed and installed the Catch Basin subject to and in accordance with this Lease, including Section 4.1. Tenant will, at Tenant's cost and expense, maintain the Catch Basin in good condition, repair, working order, and appearance and subject to and in accordance with the Laws.

5. MAINTENANCE AND REPAIRS

5.1 Landlord Maintenance and Repairs. Subject to the terms and conditions contained in this Lease, Landlord will perform, at Landlord's cost and expense, the following Hangar repairs and maintenance:

5.1.1 Repair and maintain the Hangar's roof and gutters, exterior walls, load bearing walls, structural members, floor slabs, and foundation.

5.1.2 Repair and maintain the Hangar's interior plumbing system, electrical system, and HVAC system (including the space heater located in the bathroom wall). Repair and maintain the Hangar's switches and wiring (other than ordinary repairs and maintenance, which is Tenant's responsibility). Repair and maintain the exterior water, sewage, gas, and electrical services up to the points of entry of the Hangar.

5.1.3 Repair and maintain the Hangar's doors, windows, and related hardware.

Except for those Landlord repair and maintenance obligations expressly identified in this Section 5.1, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements in or to the Property (including, without limitation, the Hangar).

5.2 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant's cost and expense, the Property (including, without limitation, the Hangar's interior) in good condition, repair, working order, and appearance, and will preserve the Property, normal wear and tear excepted, and will not commit or permit waste. To this end, Tenant has the following non-exclusive repair and maintenance obligations, which Tenant will complete at Tenant's cost and expense:

5.2.1 All Hangar glass (exterior and interior) is at the sole risk of Tenant, and any broken glass will be promptly replaced by Tenant with glass of the same size, kind, and quality; provided, however, Landlord will repair, at Landlord's cost and expense, any glass broken due to tornado, earthquake, storm (i.e., an unusually violent disturbance of atmosphere with strong winds and rain, thunder, lightning, or snow), and/or other acts of God. All sweeping, mopping, trash collection and removal, and washing required to keep the Property clean and orderly, including, without limitation, snow removal concerning the Hangar and immediately surrounding areas. Repair and maintain all areas located outside the Hangar (including, without limitation, staging areas) including, without limitation, sweeping, landscaping, and snow, ice, debris, and rubbish removal.

5.2.2 Repair and maintain lighting fixtures, interior walls and surfaces (including, without limitation, flooring and ceiling materials), and fire hose connections, fire sprinklers and extinguishing systems, and fire alarm and smoke detection systems and equipment (including, without limitation, hand-held fire extinguishers).

5.2.3 Any repairs or maintenance necessitated by the negligence of Tenant and/or Tenant's Agents (as defined below), except as provided in Section 6.6 dealing with waiver of subrogation, including, without limitation, repairs and maintenance that would otherwise be the responsibility of Landlord under Section 5.1. Any repairs, maintenance, replacement, and improvements required under Tenant's obligation to comply with the Laws. All other Property repairs, maintenance, replacement, alterations, and/or improvements which Landlord is not expressly required to make under this Lease.

5.3 Signage; Encumbrances. Tenant will not be permitted to erect or maintain any signage on or about the Property without Landlord's prior written consent. Any signage authorized by Landlord will be erected

and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Property and will keep the Property free from all liens and encumbrances. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and will be payable on demand. Landlord's payment of Tenant's claims or discharge of any Tenant lien will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If a lien is filed as a result of nonpayment, Tenant will, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.

5.4 Reimbursement. If Tenant fails or refuses to complete any repair or perform any maintenance that is required under this Lease, Landlord may make the repair or perform the maintenance and charge the actual costs of repair or maintenance to Tenant. Tenant will reimburse Landlord's expenditures on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure. Except in an emergency creating an immediate risk of personal injury or property damage, Landlord will not perform any repairs or maintenance which are the obligation of Tenant (and charge the Tenant for the resulting expense) unless, at least ten (10) days before work is commenced, Landlord provides Tenant written notice outlining with reasonable particularity the repair or maintenance required and Tenant fails within that time to satisfactorily complete such repair or maintenance.

5.5 Property Inspection. Except in the case of an emergency, upon twenty-four (24) hours' prior notice to Tenant, Landlord has the right to enter and inspect the Hangar (and all other Property areas) to determine the necessity of repair and/or the condition of the Hangar (and other Property areas). Whether or not such inspection is made, the duty of Landlord to make repairs will not mature until a reasonable time after Landlord has received written notice from Tenant of the required repairs. For purposes of this Section 5.5, the phrase "reasonable time" means no more than thirty (30) days, unless Landlord requires additional time due to fires, hurricanes, tornadoes, earthquakes, and/or other acts of God, unavoidable casualty, insurrections, war, riot, sabotage, strikes, boycotts, lockouts, labor disputes, inability to procure contractors, labor, and/or materials, failure of power, governmental sanctions or requirements, national, regional, and/or local emergency, and/or other extenuating circumstances outside Landlord's reasonable control.

5.6 Taxiway Connection. The Property is served by that certain asphalt taxiway connection identified and depicted in the attached Exhibit C (the "Connection"), which Connection provides a non-exclusive connection from the Property (and other Airport properties) to the Airport taxiway. The Connection is Airport property owned and controlled by Landlord. Landlord will repair and maintain the Connection in accordance with its standard practices and procedures (and Landlord will add the Connection to Landlord's Airport maintenance program); provided, however, Landlord will exercise reasonable efforts to maintain adequate levels of communication with Tenant concerning Connection repairs and maintenance to minimize any disruption to Tenant's use and operations from the Property. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in its use of the Connection. Tenant is prohibited from performing or completing (or causing another to perform or complete) any improvements, maintenance, and/or repairs to the Connection.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 No Transfer. Tenant will not sell, exchange, gift, assign, lease, sublease, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Tenant's interest in this Lease and/or the Property (collectively, "Transfer"). For

purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer – or series of related sales, assignments, encumbrances, or transfers – of fifty percent (50%) or more of the shares or other ownership interest of Tenant, regardless of whether the sale, assignment, encumbrance, or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

6.2 Tenant Insurance. Landlord will keep, at Tenant's cost and expense, the Hangar insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage (Tenant will reimburse Landlord for Landlord's actual cost of obtaining and maintaining this insurance on a monthly basis as Additional Rent). Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property, furniture, furnishings, and fixtures belonging to Tenant located in, on, or about the Property.

6.3 General Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising out of Tenant's activities on, or any condition of, the Property, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability insurance. Tenant's general liability insurance required to be carried under this Section 6.3 will have a general aggregate limit of no less than \$2,000,000.00 and a per occurrence limit of no less than \$1,000,000.00; the aircraft liability insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without ten (10) days' prior written notice to Landlord. Tenant's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant ninety (90) days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.4 Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following (individually and collectively, "Indemnification Event(s)): (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's operation of the Business; (c) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport and/or Property; (d) Tenant's use of the Property and/or Airport; (e) Tenant's maintenance, repair, use, and/or occupancy of the Property and/or any condition of the Property; (f) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Property; and/or (g) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 for the Indemnification Events will survive the expiration or earlier termination of this Lease.

6.5 Reconstruction After Damage. If Tenant and/or Tenant's Agents damage or destroy the Hangar (and/or other Property improvements) during the Lease Term, whether or not covered by insurance, Tenant will promptly repair the damage and restore the Hangar (and other Property improvements). The completed repair,

restoration, and/or replacement hangar (and other improvements) will be equal in value, quality, and use and will be restored to the condition of the Hangar immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring the Hangar (and other improvements), which repairs and restoration will be completed no later than one hundred twenty (120) days after the date of the fire or other cause of damage. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Hangar (or other improvements), nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.

6.6 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to exercise its reasonable, good faith effort to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

7. DEFAULT; REMEDIES

7.1 Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within ten (10) days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within thirty (30) days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days; and/or (e) Tenant's failure for thirty (30) days or more to occupy the Property for the Permitted Use.

7.2 Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

7.2.1 Landlord may terminate this Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

7.2.2 Following reentry or abandonment, Landlord may relet the Property, and in that connection may make any suitable alterations or refurbish the Property, or change the character or use of the Property, but Landlord will not be required to relet the Property for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Property, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured; provided, however, the loss of reasonable rental value will not exceed twelve (12) months; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Property upon termination and leave the Property in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Property for the period commencing on the earlier of the date of trial or the date the Property is relet and continuing through the end of the Lease Term. Landlord will exercise its good faith effort to mitigate its damages subject to and in accordance with applicable law.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after ten (10) days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

7.4 Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant, (b) by either party with or without cause by providing the other party no less than ninety (90) days' prior written notice of such termination, and/or (c) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

8.1 Property Condition. Upon the earlier termination or expiration of this Lease, Tenant will surrender the Property (including, without limitation, the Hangar) to Landlord in good condition, repair, working order, and appearance, broom-clean (free of debris), reasonable wear and tear excepted. All maintenance and repairs for which Tenant is responsible will be completed to the latest practical date prior to surrender.

8.2 Personal Property. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Property all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain Tenant's property under this Lease. If Tenant fails to do so, this will constitute an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it will cease or, by written notice given to Tenant within ten (10) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account. Tenant will be liable to Landlord for the cost of

removal, transportation to storage, and storage with interest at twelve percent (12%) per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate the Property at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term and extensions), except that Base Rent will be equal to one hundred fifty percent (150%) of the then applicable Base Rent. Failure of Tenant to remove the Alterations (if applicable), trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property which Tenant is required to remove under this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than thirty (30) days prior to the termination date which will be specified in the notice.

8.4 Alterations – Removal and Ownership.

8.4.1 Upon the earlier termination or expiration of this Lease, Landlord may require that Tenant remove any Alterations from the Property (including, without limitation, Alterations in and to the Hangar), at Tenant's cost and expense. Tenant's removal of the Alterations will be completed to Landlord's satisfaction prior to the earlier termination or expiration of the Lease. If Landlord does not require Tenant to remove the Alterations, Landlord will accept ownership of the Alterations (without payment of any consideration) free from all claims, rights, encumbrances, and/or interests of Tenant and/or any third party (and no additional conveyance document will be needed to effectuate the transfer of ownership unless requested by Landlord, in which case Tenant will execute any Landlord requested documents).

8.4.2 If Tenant fails to timely remove the Alterations from the Property under Section 8.4.1 to Landlord's satisfaction (including any resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (a) cause the Alterations to be removed at Tenant's cost and expense, and/or (b) treat Tenant as a holdover tenant under Section 8.3.

9. MISCELLANEOUS

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses immediately set forth below, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning the Transfer of this Lease by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

Notice to Landlord will be sent as follows:

City of Madras
Attn: Public Works Director
125 SW E Street
Madras, Oregon 97741

Notice to Tenant will be sent as follows:

Cat-Ag Aviation LLC
Attn: Chris A. Tatro
1838 NW Demers Drive
Madras, Oregon 97741
catatro@yahoo.com

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Property for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord), including, without limitation, to show the Hangar to a prospective tenant. Except in the case of an emergency, Landlord will endeavor to provide Tenant not less than twenty-four (24) hours' prior written notice before entering the Property. In addition, Landlord will have the right, at any time during the last ninety (90) days of the Lease Term, to place and maintain upon the Property notices for leasing the Property. If Rent (or other payment due from Tenant) is not received by Landlord within ten (10) days after it is due, Tenant will pay a late fee equal to ten percent (10%) of the payment or One Hundred Dollars (\$100.00), whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of twelve percent (12%) per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurance; Governing Law; Venue. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Jefferson County, Oregon. All parties submit to the jurisdiction of courts located in Jefferson County, Oregon for any such disputes.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to each party's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received thirty (30) days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have thirty (30) days to cure or remedy the default before

Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

IN WITNESS WHEREOF, the undersigned have caused this Lease to be executed as of the Execution Date but binding and effective for all purposes as of the Effective Date.

LANDLORD:
City of Madras,
an Oregon municipal corporation

TENANT:
Cat-Ag Aviation LLC,
an Oregon limited liability company

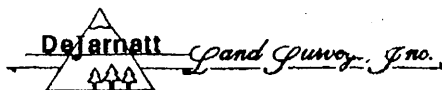
By: Mike Levin, Mayor

By: Chris A. Tatro, Manager and Member

Exhibit A
Property Description and Depiction
(including Hangar and related Hangar facilities and improvements)

[attached]

Exhibit A



63885 N. Hwy. 97 ▲ Bend, OR 97701 ▲ (503) 382-4192

Jan. 27, 1993
City of Madras
Job #92049A

Lease for Precision
Applications

A tract of land situated in the Northwest Quarter (NW¼) of Section Thirty-five (35), Township Ten (10) South, Range Thirteen (13) East of the Willamette Meridian, Jefferson County, Oregon, more particularly described as follows:

Commencing at the Northeast corner of said Section 35, From which the North One-Quarter corner of said section 35 bears South 89° 46' 33" West, 2644.11 feet, said bearing is shown per County Survey No. 93-001, recorded January 28, 1993 in Instrument No. 930225 of surveys in the County Clerk's Office; thence South 83° 11' 10" West, 3917.51 feet to an angle point of a Wooden, barbwire and sheet metal fence; thence South 00° 33' 01" West along said fence a distance of 466.85 feet to an angle point of said fence; thence leaving said fence South 00° 35' 33" West, 103.31 feet to angle point of a chain link fence and the True Point of Beginning; thence South 00° 06' 59" West along said chain link fence a distance of 396.60 feet to an angle point of said chain link fence; thence North 86° 32' 30" West along said chain link fence a distance of 179.89 feet to an angle point of said chain link fence; thence North 00° 06' 59" East along said chain link fence a distance of 396.60 feet to an angle point of said chain link fence; thence South 86° 32' 30" East along said chain link a distance of 179.89 feet to the True Point of Beginning.

Containing 1.64 acres more or less.

Together with access from the West end of said property to the Airport tie-up area.

* Note original description defines this as the South end.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Gary L. DeJarnatt

OREGON
JULY 17, 1986
GARY L. DEJARNATT
2208

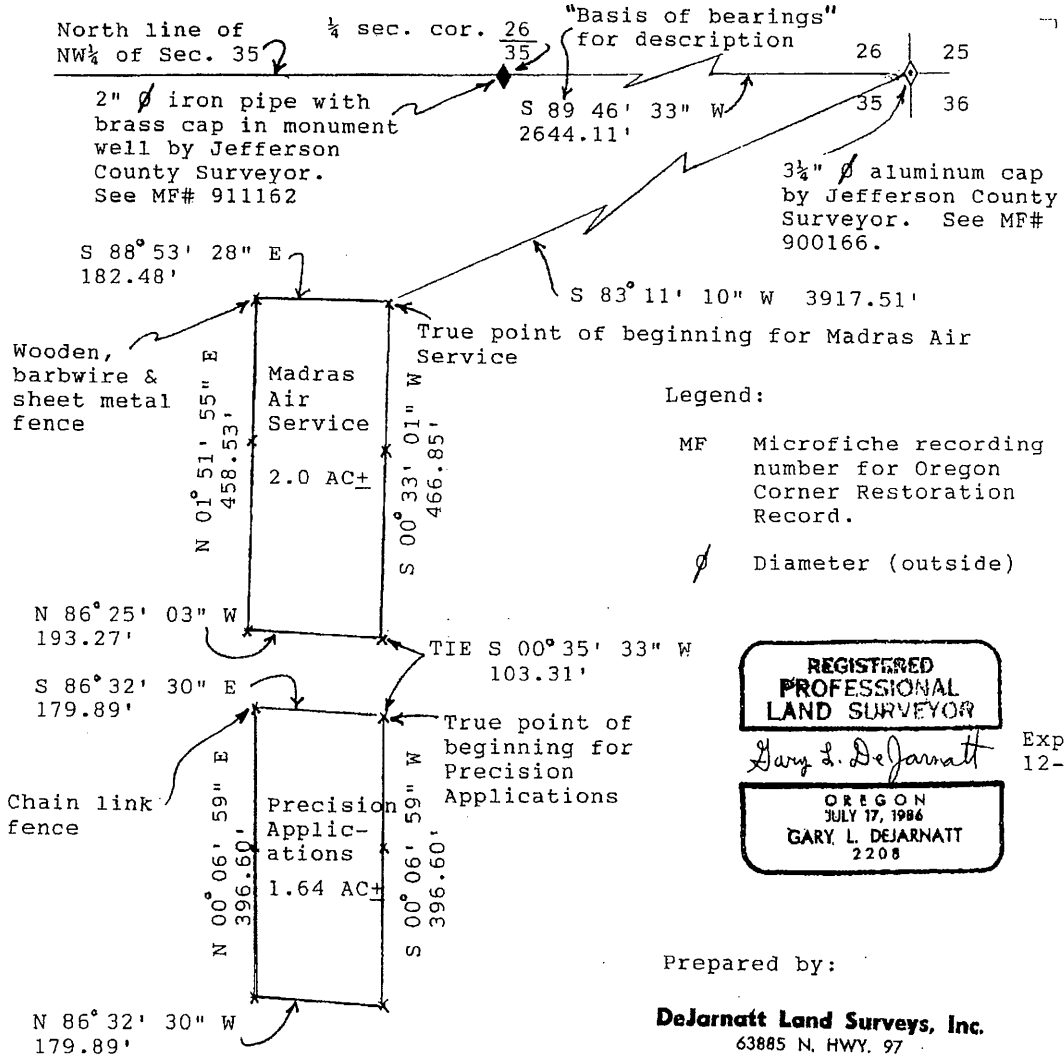
Expires
12-31-93



Two lease located in the NW¼ of Section 35, T.10S., R.13E., W.M., Jefferson County, Oregon.

For: City of Madras

Scale 1"=200'



Legend:

- MF Microfiche recording number for Oregon Corner Restoration Record.
- ∅ Diameter (outside)

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Gary L. DeJarnatt

Expires
12-31-93

**OREGON
JULY 17, 1986
GARY L. DEJARNATT
2208**

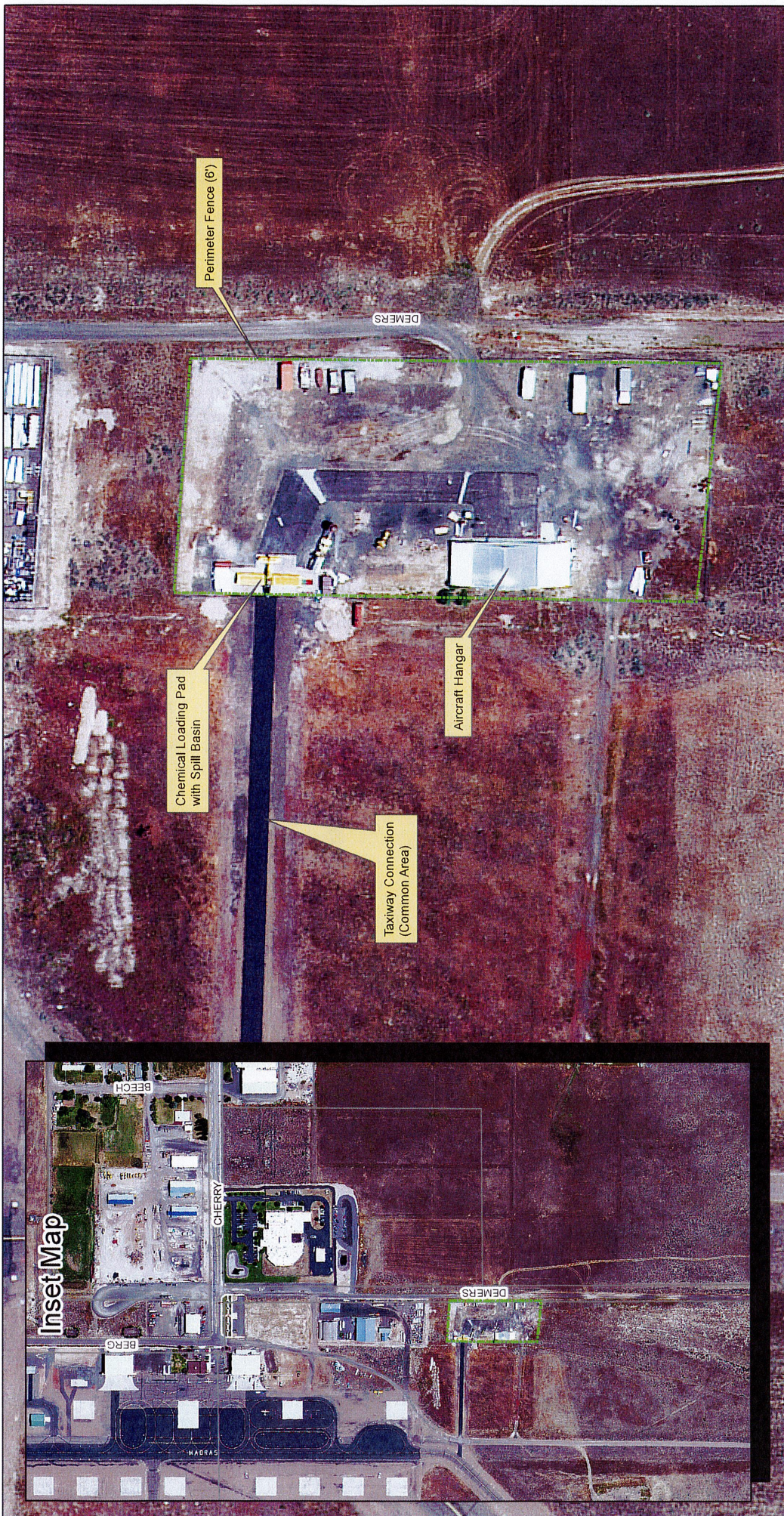
Prepared by:

DeJarnatt Land Surveys, Inc.
63885 N. HWY. 97
BEND, OR 97701

Also see attached Lease Descriptions

Jan. 27, 1993
Job #92049A

Cat-Ag Aviation, LLC



This City of Madras GIS data is provided for informational purposes only. It is not intended for use in any legal proceeding or for any other purpose. The City of Madras does not warrant the accuracy, completeness, or reliability of the data and assumes no liability for any errors or omissions. The City of Madras is not responsible for any damages, including consequential damages, arising from the use of this information.



1 inch = 70 feet

N.Snead, City of Madras, 3/5/2018

Approximate Lease Area



Exhibit B
Catch Basin

[attached]

Exhibit B

SC
9/12/2018

Existing Pad = 2040 SF
Existing Tank = 4x8x5 (1000 GAL)

Additional EVAP / STORAGE 1500 GAL

Proposed Additional PAD = 840 SF

CAT AC
LOADING AND CONTAINMENT PAD
1838 NW DAMERS DR.
MADRAS OR 97741

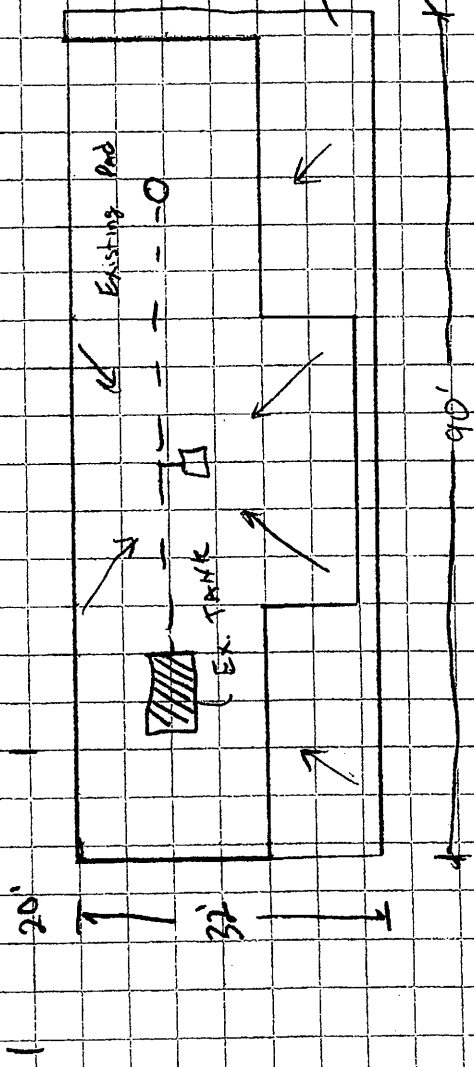
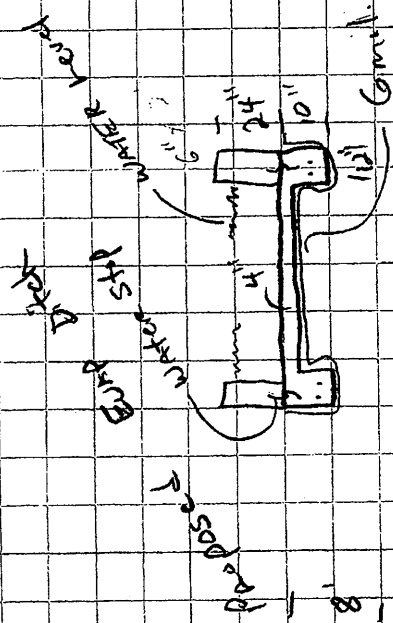


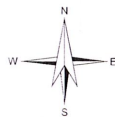
Exhibit C
Taxiway Connection

[attached]



Approximate Limits of Taxiway Connection

100



Jefferson County uses GIS data in support of its internal business functions and the public services it provides. This GIS data, which Jefferson County distributes, may not be suitable for other purposes or uses. It is the requestor's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Jefferson County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Jefferson County assumes no legal responsibility for this information.

Jefferson County GIS

Schedule 1.7
Repairs

Prior to the Execution Date, Landlord completed, at Landlord's cost and expense, the following Repairs:

1. Replacement of sliding glass door on west side of the office with a new vinyl sliding glass door.
2. Rekeyed man doors.
3. Installed latches on main hangar door so that they lock together from the inside.
4. Placed 3/4" aggregate base over the entire Property.
5. Abandoned existing electrical and re-wired with new wires and switches.
6. Installed new water heater.
7. Installed new sheetrock in the bathroom; textured and painted walls.
8. Installed space heater in the bathroom.
9. Removed old plumbing coming out of the floor. Plumbing cut off flush with the floor to avoid potential hazards.
10. Repaired perimeter fence. Installed new gate on the Demers Drive side.
11. Removed rabbit brush alongside the building.
12. Removed the pile of landscape rocks on the north side of the building.
13. Install gutters above the man door on the north side.
14. Confirm proper operation of water heater; confirm non-existence of leaks.
15. Water heater blow off piping – plumb through exterior wall for outlet to outside to protect inside space if the event of it overheating or other drainage event.

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **AIRPORT LEASE FOR AERONAUTICAL USE IMPROVEMENTS SOUTH WWII MILITARY HANGAR**
Hangar Lease between City of Madras and New Moon

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approves the Airport Lease between the City of Madras and New Moon for rental of the South WWII Military Hangar.

OVERVIEW:

The City owns the South WWII Military Hangar, and it is currently occupied by New Moon, who provides aviation maintenance services at the Airport. The attached lease solidifies the current month-to-month agreement for rental of the Hangar at \$2,000 per month. The lease expires July 1, 2024, as we may have a new FBO and the current situation with New Moon may change.

STAFF ANALYSIS:

City Counsel working with New Moon and the previous Airport Manager (Derek Ables) prepared the lease. The Public Works Director (acting as interim Airport Manager) has reviewed the lease and is in agreement with the terms and conditions proposed. Items of interest to note

- The lease becomes effective at the time that New Moon occupied the Hangar, which is July 1, 2023.
- The lease is for the South WWII Military Hangar but allows the City access to the southeast portion of the building for electrical controls of the taxiway and runway lighting.
- The lease includes a 20-foot perimeter around the building as ground area for the tenants to use related to their business.
- The lease expires June 30, 2024 unless extended. Extension requires 120 days notice of the request and the City is under no obligation to grant the extension.

FISCAL INFORMATION:

The lease between the City of Madras and New Moon will generate \$24,000 a year in lease revenues.

SUPPORTING DOCUMENTATION:

Airport Lease for Aeronautical Use Improvements between City of Madras and New Moon

STRATEGIC GOAL:

Goal 3C

AIRPORT LEASE FOR AERONAUTICAL USE IMPROVEMENTS
(City-Owned Hangar)

This Airport Lease for Aeronautical Use Improvements (City-Owned Hangar) (this "Lease") is dated December 12, 2023, but made effective for all purposes as of July 1, 2023 (the "Effective Date"), and is entered into between City of Madras ("Landlord"), an Oregon municipal corporation, whose address is 125 SW "E" Street, Madras, Oregon 97741, and New Moon Aviation LLC ("Tenant"), an Oregon limited liability company, whose address is 2028 NW Berg Drive, Madras, Oregon 97741.

RECITALS:

A. Landlord is the owner, sponsor, and operator of the Madras Municipal Airport, a public municipal airport located in Madras, Oregon (the "Airport"). Landlord is the owner of a certain WWII airplane hangar located at Airport consisting of approximately 11,500 square feet commonly known as the South WWII Military Hangar (the "Hangar"), which Hangar is more particularly described and depicted on the attached Exhibit A. The Hangar has been constructed on certain Landlord-owned Airport real property consisting of approximately 23,472 square feet, commonly known as 2128 NW Berg Drive, South Hangar (the "Property"), which Property is more particularly described and/or depicted on the attached Exhibit B.

B. Subject to the terms and conditions contained in this Lease, Tenant will lease the Hangar from Landlord, and Landlord will lease the Hangar to Tenant, for the Permitted Use (as defined below).

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASE; OCCUPANCY

1.1 Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Hangar to Tenant and Tenant leases the Hangar from Landlord. The term of this Lease, Tenant's right to possession of the Hangar, and Tenant's obligation to pay Rent (as defined below) commenced on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, until June 30, 2024 (the "Initial Term"), unless sooner terminated or extended as provided in this Lease. For purposes of this Lease, the term "Lease Term" means the Initial Term and each Extended Term (as defined below), if applicable; unless the text clearly provides otherwise, the term "Hangar" means the Hangar and Property.

1.2 Airport Facilities. Subject to the terms and conditions contained in this Lease, during the Lease Term Landlord grants Tenant a limited, revocable, non-exclusive license to use the Airport's common hangar related facilities (if any) and that portion of the Airport's approach areas, runways, ramps, taxiways, and aprons reasonably necessary to facilitate the expeditious movements of aircraft to and from the runway and takeoff areas. Tenant's use of the Airport's approach areas, runways, ramps, taxiways, and aprons will be for the sole purpose of the landing, takeoff, flying, taxiing, and towing of aircraft in connection with Tenant's use of the Hangar for the Permitted Use. Tenant's use of the Airport facilities (and all flight and ground operations on and at the Airport or otherwise) will be made subject to and in accordance with the Laws (as defined below).

1.3 Extended Term.

1.3.1 Subject to the terms and conditions contained in this Section 1.3, if Tenant is not then in default under this Lease, the Initial Term may be extended for one or more additional terms (each an "Extension") of one year each (each an "Extended Term"). Tenant will request (subject to Landlord's prior written approval as provided below) each Extension by providing Landlord written notice (the "Extension Request") no less than one

hundred twenty (120) days prior to the last day of the Initial Term or applicable Extended Term (as the case may be). Upon receipt of the Extension Request, Landlord will review the Extension Request and determine whether to approve Tenant's Extension Request for the applicable Extended Term. Landlord may condition its approval of an Extension Request on any terms and conditions which Landlord may reasonably require and/or impose. Notwithstanding anything contained in this Lease to the contrary, Landlord has no obligation to approve an Extension Request. Landlord's approval of any Extension Request will not be deemed approval of any further Extension Request and/or a waiver of Landlord's right to withhold approval of any Extension Request.

1.3.2 If Landlord approves any Extension Request(s), the subject Extended Term will commence on the day immediately following the expiration of the Initial Term or Extended Term (as the case may be). The terms and conditions for each Extended Term will be identical with the Initial Term except for (a) Base Rent (as defined below) and L/A Fee (as defined below) (which are subject to annual escalation as provided below), and (b) Additional Rent (as defined below).

1.4 Tenant's Financial Capability; Authority. Tenant represents and warrants the following to Landlord: (a) Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due; (b) Tenant has full power and authority to sign and deliver this Lease and to perform all Tenant's obligations under this Lease; and (c) this Lease is the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms. Tenant represents, warrants, and covenants that as of the Effective Date (y) Julian Duran ("Guarantor") is Tenant's sole member and manager, owning 100% of Tenant's ownership interest, and (z) Guarantor has full power and authority to sign and deliver this Lease on behalf of Tenant.

1.5 No Representations or Warranties. Tenant is bound in accordance with the terms of this Lease from and after the Effective Date. Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Airport and Hangar. Tenant accepts the Airport and Hangar in their "as-is" and "with all faults and defects" condition as of the Effective Date. Tenant has not relied on any representations or warranties made by Landlord and/or Landlord's Agents (as defined below). Landlord makes no representations or warranties of any kind, whether express or implied, with respect to all or any part of the Airport and/or Hangar. Landlord has made no promise or agreement to repair, alter, construct, and/or improve all or any part of the Airport and/or Hangar.

1.6 Personal Guaranty. Guarantor will personally guaranty Tenant's timely payment and performance of Tenant's obligations under this Lease. Guarantor will sign the personal guaranty where indicated on the signature page of this Lease.

1.7 Lighting Regulators. Tenant acknowledges and agrees that the Airport's lighting regulators are located in the southeastern portion of the Hangar (covering an area of approximately 500 square feet) (the "Regulator Location"). Tenant will not interfere, damage, disturb, and/or disrupt Landlord's use of the regulators and/or Regulator Location. Tenant will not operate and/or adjust the lighting regulators without first obtaining Landlord's prior consent.

1.8 Personal Property Removal. Landlord will remove those items of personal property located on the Property which have been abandoned by Tenant's predecessor. Landlord will complete the removal of personal property no later than January 31, 2024. Tenant will provide Landlord access to the Property for the purpose of removing the personal property.

2. BASE RENT; ADDITIONAL RENT; TAXES; ASSESSMENTS

2.1 Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum annual base rent, without offset, in the amount of \$24,000.00 (\$2,000.00 per month) (\$0.174 per square foot) ("Base Rent"). Base Rent is payable in twelve (12) equal monthly installments on or before the first day of each month without invoice from Landlord. Tenant's first payment of Rent is due and

payable on the Effective Date. Base Rent will be prorated with respect to any partial month or year in which the Lease Term commences and/or ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time. Tenant acknowledges and agrees that Tenant's base rental rate has been reduced in consideration of the limited use of the Regulator Location and Tenant's compliance and cooperation with Section 1.7.

2.2 Base Rent Escalation. Commencing on the first-year anniversary of the Effective Date, and continuing annually thereafter during the Lease Term upon the anniversary of the Effective Date, Base Rent will escalate (increase) by three percent (3.0%) over Base Rent for the immediately preceding twelve-month period. Commencing on the fifth-year anniversary of the Effective Date, and continuing on the anniversary of the Effective Date every five years immediately thereafter, Base Rent will be equal to the Hangar's fair market rental rate (which fair market rental rate is subject to annual escalation thereafter in accordance with this Lease), which amount will be mutually and reasonably determined by Landlord and Tenant. If Tenant and Landlord are unable to agree on the fair market rental rate no less than ninety (90) days prior to the then-applicable anniversary of the Effective Date, Tenant and Landlord will each employ a commercial real estate appraiser familiar with aeronautical airport properties in Central Oregon to assist in the determination; in which case the commercial real estate appraiser will be employed no less than sixty (60) days prior to the then-applicable anniversary of the Effective Date. Tenant will choose the commercial real estate appraiser from a list of no fewer than three qualified commercial real estate appraisers provided by Landlord. If Tenant fails to choose a commercial real estate appraiser from the list within five days after Tenant's receipt of the list, Landlord may name any commercial real estate appraiser from Landlord's list. Within thirty (30) days after his or her appointment, the commercial real estate appraiser will return his or her decision as to the Hangar's fair market rental rate, together with a discussion of the facts, considerations, and opinions on which the determination is based. Subject to the terms and conditions contained in this Lease, the commercial real estate appraiser's determination as to the Hangar's fair market rental rate will be binding on Tenant and Landlord. The cost and expense of the commercial real estate appraiser will be borne by the parties equally.

2.3 Additional Rent.

2.3.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Hangar (collectively, "Additional Rent"): (a) all taxes (real property and personal property, if any), insurance costs, telephone charges, licenses, utility charges, fuel, and all costs, expenses, and/or charges identified under Sections 2.3.2 and 2.3.3, below; (b) all costs and expenses incurred in connection with Tenant's use, occupancy, improvement, maintenance, and/or repair of the Hangar; (c) all applicable Airport charges, fees, and/or assessments that may be imposed or assessed from time to time; and (d) all other sums Tenant is required to pay Landlord or any third party under this Lease or otherwise. Additional Rent is due and payable to the applicable payee commencing on the Effective Date. All Rent payable under this Lease will be net to Landlord and all costs, expenses, and obligations imposed on Tenant under this Lease and/or arising out of or due to Tenant's use, occupancy, maintenance, and/or repair of the Hangar will be paid by Tenant. Tenant will furnish Landlord with receipts or other proof of payment of Additional Rent within ten (10) days after Landlord's written request. For purposes of this Lease, the term "Rent" means both Base Rent and Additional Rent.

2.3.2 Without otherwise limiting Section 2.3.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Hangar, including, without limitation, charges and expenses for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, internet, and janitorial services (including, without limitation, all connection fees, costs, and expenses related thereto). Commencing on the Effective Date, in addition to all other fees, charges, and/or expenses provided under this Lease, Tenant will pay Landlord a right-of-way, lighting, and access fee of \$159.00 per month/\$1,914.00 per year (\$0.0145 per square foot) (the "L/A Fee"). Commencing on the first-year anniversary of the Effective Date, and continuing on the same day each year thereafter during the Lease Term, the L/A Fee will increase (escalate) by three percent (3%) over the L/A Fee for the last month of the immediately preceding twelve-month period.

2.3.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Hangar (which includes the Property), any improvements located on or about the Hangar, and/or personal property and/or fixtures located on or about the Hangar. Tenant will make all such payments directly to the applicable governing authority. If any such tax assessment or charges may be paid in installments, Tenant may elect to do so provided each installment together with interest is paid before it becomes delinquent.

2.4 Security Deposit. Upon Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of \$2,000.00 as security for Tenant's timely payment of Rent and for the full, timely, and faithful performance of all Tenant's other obligations under this Lease (the "Security Deposit"). Landlord may commingle the Security Deposit with its funds and Tenant will not be entitled to interest on the Security Deposit. Landlord will have the right to offset against the Security Deposit any sums owing from Tenant to Landlord not paid when due, any damages caused by Tenant's default, the cost of curing any default by Tenant if Landlord elects to do so, and the cost of performing any repair or cleanup that is Tenant's obligation under this Lease. Offset against the Security Deposit will not be Landlord's exclusive remedy but may be invoked by Landlord, at Landlord's option, in addition to any other remedy provided by law or this Lease for Tenant's breach or nonperformance of any term or condition contained in this Lease. Landlord will give written notice to Tenant each time an offset is claimed against the Security Deposit and, unless this Lease is terminated, Tenant will, within ten (10) days following Tenant's receipt of such notice, deposit with Landlord a sum equal to the amount of the offset so that the balance of the Security Deposit, net of offset, will remain constant throughout the term of this Lease. Provided Tenant is not in default under this Lease and has performed its obligations under this Lease, Landlord will return the Security Deposit (or any balance thereof), without interest, to Tenant within sixty (60) days after the date Tenant surrenders the Hangar to Landlord in compliance with this Lease.

3. HANGAR USE

3.1 Permitted Use. Tenant will use the Hangar for the operation of Tenant's aircraft repair and maintenance business (and limited aircraft storage for those aircraft receiving repair and/or maintenance services) from Tenant (the "Permitted Use"). Tenant will not use the Hangar for any purpose other than the Permitted Use. Tenant will, at its cost and expense, obtain and maintain all licenses, permits, and authorizations required under the Laws and/or otherwise necessary for Tenant to provide and perform aircraft repair and maintenance services from the Hangar, including, without limitation, all necessary permits, licenses, and approvals from the FAA (as defined below) and Landlord. Tenant will perform and provide aircraft repair and maintenance services subject to and in accordance with the Laws.

3.2 Conditions, Limitations, and Restrictions. In addition to all other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Hangar and/or Airport:

3.2.1 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Hangar for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Hangar and/or Airport. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) the Laws and understands the Laws. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Hangar, Airport, and/or Permitted Use, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws (as defined below), any rules or regulations promulgated by the Federal Aviation Administration ("FAA") and/or any other federal airport authority (including, without limitation, Landlord's Grant Assurances and requirements under 14 CFR Part 77), Landlord's municipal code, Landlord's policies governing agreements involving the use or disposition of Airport property for aeronautical and/or non-aeronautical activities,

the Airshow Regulations (as defined below), and the Rules and Regulations (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.2 Tenant will store all aircraft, vehicles (if any), equipment, tools, and/or supplies within the Hangar walls in a safe, neat, clean, and orderly manner; Tenant will not permit any aircraft, vehicles, equipment, tools, and/or supplies to remain unattended on Airport property outside the Hangar. Tenant parking is only permitted in designated areas. Overnight parking must receive the prior written consent of Landlord's Airport manager or administrator (or their respective designees). Tenant will refrain from any activity which would make it impossible to insure the Hangar against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Tenant will refrain from any use and/or activities which would be reasonably offensive to Landlord, other users of the Airport, and/or neighboring property, and/or which would tend to create or cause fire risk, a nuisance, and/or damage the reputation of the Hangar and/or Airport, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities at the Airport in a safe, prudent, professional, and lawful manner.

3.2.3 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Hangar. Without otherwise limiting the generality of the immediately preceding sentence, Tenant may use, store, and/or otherwise handle on or in the Hangar only those Hazardous Substances typically used, stored, sold, and/or handled in the prudent and safe operation of the Permitted Use; provided, however, Tenant will use, store, and/or otherwise handle on or about the Hangar the Hazardous Substances in a safe, neat, clean, and orderly manner consistent with applicable Laws. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances from the Hangar. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions.

3.2.4 Tenant will conform and comply with all rules and regulations concerning the Airport and/or Hangar, which now exist or may hereafter become effective, including, without limitation, all Airport security, screening, and/or fire safety rules, regulations, and procedures (collectively, the "Rules and Regulations"). Tenant will not perform any acts or carry on any practice prohibited by the Rules and Regulations. Tenant acknowledges and agrees that Landlord is permitted to adopt new Rules and Regulations, or amend the Rules and Regulations, from time to time as Landlord determines necessary or appropriate. Any adoption or amendment to the Rules and Regulations will be effective thirty (30) days after Landlord provides Tenant notice of such adoption or amendments.

3.3 Aviation Easement; Aeronautical Uses. Tenant's use of the Hangar is secondary and subordinate to operation of the Airport and Laws. Landlord reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the Hangar together with the right to cause noise, vibration, dust, fumes, smoke, vapor, and other effects inherent in the navigation or flight of aircraft and/or operation of the Airport. Notwithstanding anything contained in this Lease to the contrary, Tenant will protect the Airport and Airport property for aeronautical and related uses and will not interfere or impede Airport operations and/or use of Airport property for aeronautical and related uses. Tenant will conduct all activities in a manner that will not adversely affect or interfere with Landlord's operations and/or those of other tenants and authorized users of the Airport or general public. Any Tenant activities that Landlord determines interfere or impede with the operation, use, and/or maintenance of the Airport, Airport property, and/or aeronautical activities are specifically prohibited and will constitute an Event of Default (as defined below) under this Lease.

3.4 Airport Operations; Security. Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to control and regulate all Airport property, facilities, and/or operations, including, without limitation, taxiways, ramps, runways, hangars, aprons, and parking facilities. Landlord may impose certain

taxi proceedings, requirements, and/or controls to promote efficient and orderly operation of other operators. Tenant acknowledges and agrees that Landlord does not provide continuous security for the Hangar and/or Airport. Tenant is responsible for securing and safeguarding the Hangar and all personal property located therein. Landlord will not be liable for any loss and/or damage to Tenant's property due to theft, vandalism, and/or any other causes, including forces of nature.

3.5 Construction Activities. Tenant's use of the Hangar and/or Airport may be disrupted by certain expansion, improvement, construction, development, remodeling, and/or other activities on or at the Airport, including, without limitation, runway maintenance and repairs. Landlord will not be in default under this Lease (and Tenant will not be entitled to any abatement of Rent and/or other concessions) if Tenant is disrupted (temporarily or otherwise) in the use of the Hangar and/or Airport due to the aforementioned activities.

3.6 Non-Discrimination; Unfair Practices. Tenant covenants and agrees as follows: (a) if any facilities and/or improvements (including, without limitation, Alterations (as defined below)) are constructed, maintained, and/or otherwise operated on the Hangar for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed under 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as amended; (b) no person on the grounds of race, color, national origin, and/or other protected classification will be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use of any facilities located on or in the Hangar; and (c) in the construction of any improvements on, over, and/or under the Hangar and the furnishing of services thereon, no person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination.

3.7 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any enforcement, clean-up, removal, and/or other governmental or regulatory action is instituted, completed, and/or threatened concerning the Hangar pursuant to any Environmental Laws; and/or (b) any claim is made or threatened by any person against or concerning Tenant, Tenant's activities, and/or the condition of the Hangar. Tenant will provide Landlord copies of any written documentation related to the foregoing.

3.8 Aircraft Identification. All aircraft based at the Airport must be registered with the Oregon Department of Aviation in accordance with ORS 837.040 (to the extent registration is required under such statute and related regulations). Based aircraft is defined as those aircraft based at the Airport for more than thirty (30) consecutive days. All aircraft located on or in the Hangar and/or Airport, including, without limitation, those aircraft under repair and/or inoperable aircraft, will be stored in a neat and orderly manner.

3.9 Subordination – United States. Notwithstanding anything contained in this Lease to the contrary, (a) this Lease is subordinate to the terms of any agreement between Landlord and the United States concerning Airport operations and/or maintenance (the terms of such agreement will supersede the terms of this Lease), and (b) during times of war or national emergency, Landlord may lease the Airport's landing area (or any part thereof) to the United States for military or naval use (and, in connection therewith, the provisions of this Lease will be suspended to the extent inconsistent with Landlord's lease with the United States).

3.10 Airshow of the Cascades. Tenant's use of the Property and/or Airport may not interfere with the operation and/or activities of The Airshow of the Cascades (the "Airshow") during the Airshow Days (as defined below). To this end, (a) Tenant will modify or alter its use and operations on and from the Property and Airport during the Airshow Days (which modifications or alterations must be approved by Landlord) to accommodate Airshow activities and/or operations, and (b) Landlord will not be in default (and Tenant will not receive any Rent abatements and/or other concessions) under this Lease due to Tenant's modifications or alterations in its use and operation on and from the Property and/or Airport. Landlord will endeavor to (y) provide Tenant no less than ninety (90) days' advance written notice of the five consecutive days a calendar year that the Airshow will be held (the "Airshow Days") during the applicable year, and (z) consult with Tenant concerning any potential

commercially reasonable measures that may be taken to minimize the disruption the Airshow may have on Tenant's operations. Tenant will maintain adequate levels of communication with the Airshow organizer and Landlord to ensure maximum cooperation and coordination between Tenant, the organizer, and Landlord concerning Tenant's activities and operations from the Property and/or Airport during the Airshow Days.

3.11 Airshow Regulations. Tenant will comply with all reasonable rules and regulations concerning the Airport and/or Property that Landlord may adopt from time to time concerning the Airshow (the "Airshow Regulations"). Tenant will not perform (or caused to be performed) any acts or carry on any practice prohibited by the Airshow Regulations. Landlord is permitted to amend the Airshow Regulations (or adopt new Airshow Regulations) from time to time as Landlord reasonably determines necessary or appropriate. Any permitted adoption or amendment to the Airshow Regulations will be effective thirty (30) days after Landlord provides Tenant notice of such adoption or amendments.

4. ALTERATIONS

Excepting any ordinary and necessary Hangar maintenance and/or repairs performed (or caused to be performed) by Tenant to the Hangar's interior, Tenant will make no additions, improvements, modifications, and/or alterations in or to the Hangar of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or devices (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense, and consistent with the general appearance, quality, and décor of the Hangar. Subject to Section 8.4, Alterations performed in or to the Hangar by either Landlord or Tenant will be the property of Landlord. Construction of any exterior Alterations must be approved (i.e., must receive a "no objection" determination) by the FAA through the notice of proposed construction review process, submittal of FAA Form 7460-1, and will be subject to all applicable Laws. Tenant will timely file FAA Form 7460-2 Supplemental Notice concerning the Alterations (Landlord will, at no cost and expense to Landlord, reasonably cooperate with Tenant's filing of the FAA Form 7460-2 Supplemental Notice).

5. MAINTENANCE AND REPAIRS

5.1 Landlord Maintenance and Repairs. Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements in or to the Property (and/or the Hangar), including, without limitation, snow removal. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Property and/or Hangar will be made by Tenant at Tenant's cost and expense.

5.2 Tenant Maintenance and Repairs. Tenant will maintain, at Tenant's cost and expense, the Hangar (interior and exterior) in good condition, repair, working order, and appearance, and will preserve the Hangar, normal wear and tear excepted, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant's cost and expense, the following maintenance and repairs: (a) any sweeping, mopping, trash collection and removal, and washing required to keep the Hangar clean and orderly, including, without limitation, snow removal concerning the Hangar and immediately surrounding areas; (b) ordinary Hangar maintenance, including, without limitation, replacing light bulbs, air filters, and repairing broken windows; (c) any repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant's Agents (as defined below); and (d) any repairs, maintenance, and/or improvements required under Tenant's obligation to comply with the Laws. If, after Landlord provides Tenant ten (10) days' prior written notice, Tenant fails or refuses to perform a Tenant obligation under this Section 5.2, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, or maintenance to Tenant. Tenant will reimburse such expenditures on Landlord's demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure until paid in full. Landlord may enter and inspect the Hangar from time to time to determine the condition of the Hangar and identify the necessity of repairs and/or maintenance.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Hangar without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Hangar free from all Encumbrances (as defined below). Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Hangar and will keep the Hangar free from all Encumbrances. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed as a result of nonpayment, Tenant will, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2. For purposes of this Lease, the term "Encumbrance(s)" means any liens, mortgages, pledges, security interests, reservations, restrictions, adverse claims, and/or other encumbrances.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION

6.1 No Transfer. Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease and/or the Hangar (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent, which consent Landlord will not unreasonably withhold, condition, and/or delay. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of fifty-one percent (51%) or more of the shares, membership, and/or other ownership interests of Tenant, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

6.2 Transfer Notice. Tenant will provide Landlord no less than sixty (60) days' prior written notice of a proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's condition (financial and otherwise), style of operation, business reputation, and use of the Hangar is consistent with the terms of this Lease and that Landlord's interests in the Hangar and Airport will not be adversely affected in any material respect; (b) Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; and (d) any other conditions that Landlord may reasonable impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 6.2 is reasonable under this Lease.

6.3 Transfer Conditions. If Landlord consents to a Transfer, the following will apply: (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) consent will not be deemed consent to any further Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease and/or the Hangar, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any

liabilities and/or obligations Tenant and/or any guarantor of this Lease may have under this Lease. Landlord may consent to subsequent assignments, subletting, and/or amendments or modifications to this Lease with assignees of Tenant without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action will not relieve Tenant of any liability under this Lease.

6.4 Tenant Insurance. Tenant will keep the Hangar insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property, furniture, furnishings, and fixtures belonging to Tenant located in or on the Hangar. The amount of the insurance will be no less than one hundred percent (100%) of the replacement cost of the Hangar and will also be sufficient to prevent Tenant from becoming a coinsurer under the provisions of the policies. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.5 General Liability Insurance. Tenant will procure, and thereafter will continue to carry, (a) general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Hangar, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease, and (b) aircraft liability and pollution exposure insurance. Tenant's general liability insurance required to be carried under this Section 6.5 will have a general aggregate limit of no less than \$4,000,000.00, a per occurrence limit of no less than 2,000,000.00; the aircraft liability and pollution exposure insurance will have a general aggregate and per occurrence limit of no less than \$1,000,000.00. Each liability insurance policy required under this Lease will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without ten (10) days' prior written notice to Landlord. Tenant's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant ninety (90) days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.6 Tenant Release and Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Hangar provided such damage, loss, and/or injury to person or property is not caused by Landlord's gross negligence or willful misconduct; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Airport and/or Hangar; (c) Tenant's use of the Hangar and/or Airport; (d) Tenant's maintenance, repair, use, and/or occupancy of the Hangar and/or any condition of the Hangar; (e) the use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Hangar; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.6 will survive the expiration or earlier termination of this Lease.

6.7 Reconstruction After Damage. If the Hangar is damaged or destroyed by fire or any other cause at any time during the Lease Term due to Tenant's acts or omissions (and/or the acts or omissions of Tenant's

Agents), whether or not covered by insurance, Tenant will promptly repair the damage and restore the Hangar. To the fullest extent possible, the completed repair, restoration, and/or replacement hangar will be equal in value, quality, and use and will be restored to the condition of the Hangar immediately before the damage or destruction. Tenant will pay all costs and expenses of repairing and restoring the Hangar. Tenant will promptly and without delay commence all repairs and restorations after the date of the fire or other cause of damage. Repairs and restoration must be completed expeditiously and no later than twelve (12) months after the date of the fire or other cause of damage; provided, however, if the repairs and/or restoration work are of such a nature that they cannot be completed within the twelve-month period, Landlord may provide Tenant such additional time as Landlord reasonably determines necessary or appropriate to complete the repairs and restoration. Once repairs and/or restoration have commenced, Tenant will prosecute such work expeditiously and with diligence. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Hangar, nor will any other obligations of Tenant under this Lease be altered or terminated except as specifically provided in this Lease.

6.8 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

6.9 Estoppel Certificates. Each party will, within thirty (30) days after notice from the other party, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect, and specifying any modifications, outstanding obligations, and alleged breaches by the other party. The certificate will state the amount of Rent, the dates to which Rent has been paid in advance, and the amount of any prepaid Rent or other charges. Failure to deliver the certificate within the specified time will be conclusive upon the party from whom the certificate was requested that this Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

7. DEFAULT; REMEDIES

7.1 Default. The occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within ten (10) days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within thirty (30) days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within thirty (30) days; and/or (e) Tenant's failure for thirty (30) days or more to occupy the Hangar for the Permitted Use.

7.2 Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

7.2.1 Landlord may terminate this Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Hangar, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

7.2.2 Following reentry or abandonment, Landlord may relet the Hangar, and in that connection may make any suitable alterations or refurbish the Hangar, or change the character or use of the Hangar, but Landlord will not be required to relet the Hangar for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Hangar, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Hangar, alone or in conjunction with other properties, for a term longer or shorter than the Lease Term, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of Rent set forth in this Lease from the date of the Event of Default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Hangar upon termination and leave the Hangar in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Hangar for the period commencing on the earlier of the date of trial or the date the Hangar are relet and continuing through the end of the Lease Term.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.6, will survive the termination. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after ten (10) days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

7.4 Termination Rights. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Landlord and Tenant, and/or (b) by Landlord immediately upon notice to Tenant if Landlord reasonably determines that Tenant's acts or omissions cause or threaten loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.6, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination right under this Section 7.4.

8. SURRENDER; HOLDOVER

8.1 Hangar and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all Hangar maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Hangar (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance, free of waste and debris, normal wear and tear excepted. If Tenant fails to timely surrender the Hangar in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within ten (10) days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all reasonable out-of-pocket costs and expenses Landlord actually incurs to cause the Hangar to be surrendered in accordance with this Section 8.1 with interest at twelve percent (12%) per annum from the date of expenditure by Landlord until paid in full.

8.2 Tenant Personal Property Removal Obligations. Prior to the earlier termination or expiration of this Lease, Tenant will remove from the Hangar all aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely remove the aircraft, vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at Landlord's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within ten (10) days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all reasonable out-of-pocket costs and expenses Landlord actually incurs to cause the property's removal and/or storage with interest at twelve percent (12%) per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Hangar in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term and extensions, if any), except that Base Rent will be equal to one hundred fifty percent (150%) of the then applicable Base Rent. Failure of Tenant to timely surrender the Hangar and remove its trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than thirty (30) days prior to the termination date which will be specified in the notice.

8.4 Alterations Removal and Ownership. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Landlord may (a) require Tenant to remove the Alterations from the Hangar (and surrender the Hangar to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease, or (b) accept ownership of the Alterations (without payment of any consideration) then located on the Hangar free from all claims, rights, encumbrances, and/or interests of Tenant and/or any third party (if Landlord accepts ownership of the Alterations under this Section 8.4, no additional conveyance document will be needed to effectuate the transfer of ownership unless requested by Landlord, in which case Tenant will execute any Landlord requested documents). If Tenant fails to timely remove the Alterations from the Hangar under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (a) cause the Alterations to be removed at Tenant's cost and expense, and/or (b) treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Alterations and Hangar's restoration with interest at twelve percent (12%) per annum on all such expenses from the date of expenditure by Landlord until paid in full.

9. MISCELLANEOUS

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If an Event of Default occurs, Tenant will pay Landlord, within ten (10) days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning Transfers, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Hangar for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord), including, without limitation, to show the Hangar to a prospective tenant. Except in the case of an emergency, Landlord will endeavor to provide Tenant not less than twenty-four (24) hours' prior written notice before entering the Hangar. In addition, Landlord will have the right, at any time during the last ninety (90) days of the Lease Term, to place and maintain upon the Hangar notices for leasing the Hangar. If Rent (or other payment due from Tenant) is not received by Landlord within ten (10) days after it is due, Tenant will pay a late fee equal to ten percent (10%) of the payment or One Hundred Dollars (\$100.00), whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of twelve percent (12%) per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurances; Governing Law; Venue. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Jefferson County, Oregon. All parties submit to the jurisdiction of courts located in Jefferson County, Oregon for any such disputes.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by

delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received thirty (30) days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have thirty (30) days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Lease.

IN WITNESS WHEREOF, the undersigned have caused this Lease to be binding and effective for all purposes as of the Effective Date.

LANDLORD:
City of Madras,
an Oregon municipal corporation

TENANT:
New Moon Aviation LLC
an Oregon limited liability company

By: Mike Lepin, Mayor

By: _____

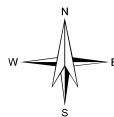
Personal Guaranty

Guarantor irrevocably and unconditionally guarantees to Landlord the full and prompt payment and performance of all present and future obligations of any kind or nature owed by Tenant to Landlord under this Lease (the "Obligations"), including, without limitation, Tenant's obligation to pay Rent. Upon Landlord's demand, Guarantor will immediately pay and perform the then-due Obligations. Guarantor is Tenant's only manager and member and owns 100% of Tenant's membership/ownership interests. In view of the business relationship between Guarantor and Tenant, the consideration from Landlord to Tenant under this Lease will inure to the benefit of Guarantor.

Julian Duran

Exhibit A
Hangar Depiction and Description

[attached]



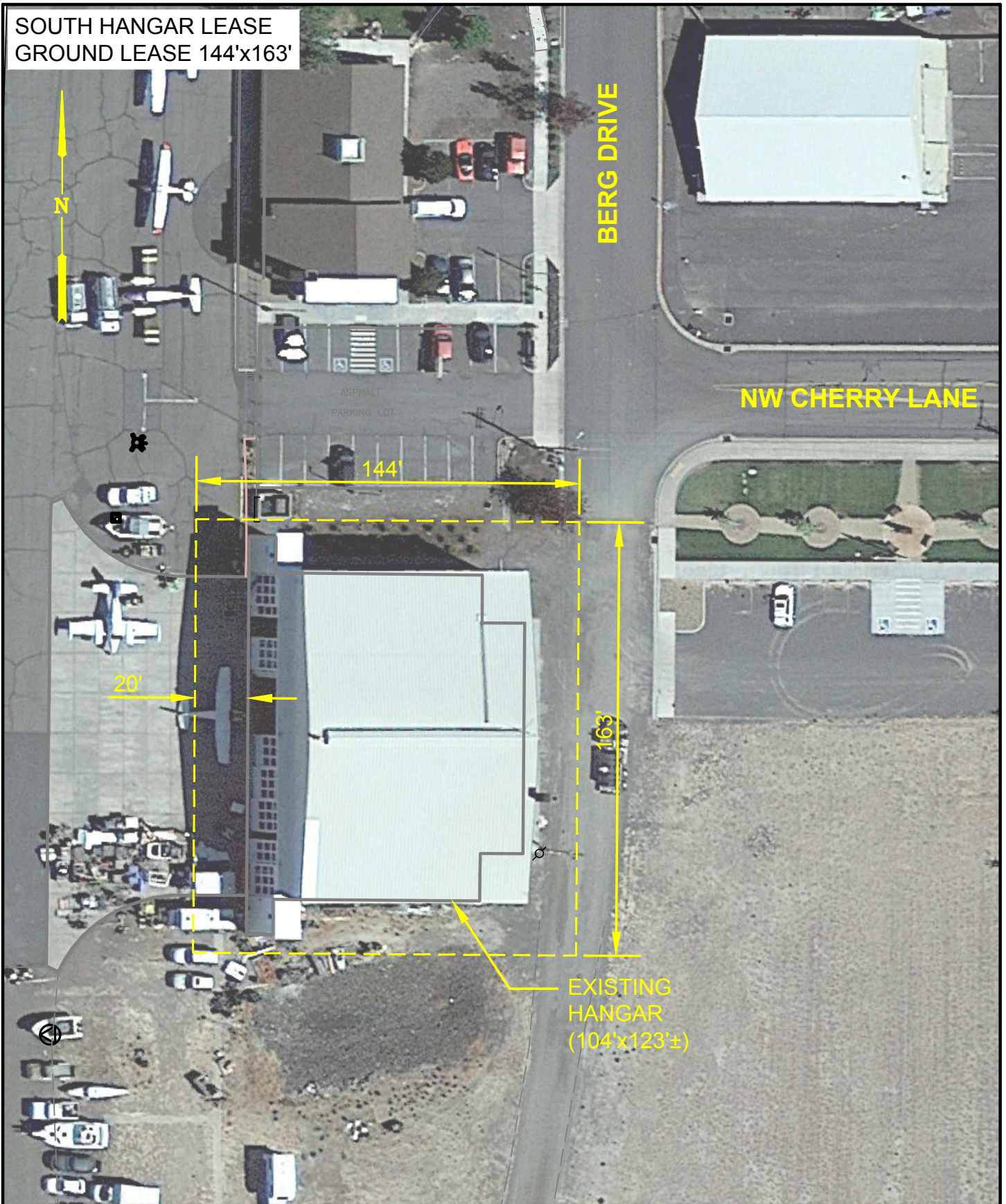
Jefferson County uses GIS data in support of its internal business functions and the public services it provides. This GIS data, which Jefferson County distributes, may not be suitable for other purposes or uses. It is the requestor's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Jefferson County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Jefferson County assumes no legal responsibility for this information.

Jefferson County GIS

Exhibit B
Property Description

[attached]

**SOUTH HANGAR LEASE
GROUND LEASE 144'x163'**



DESIGNED BY: -	CHECKED BY: WHB
DRAWN BY: WHB	SCALE: 1"=50'
PROJECT NO.: 10149.038.01	

--

 <p>CENTURY WEST ENGINEERING</p>	BEND OFFICE 1020 SW EMKAY DRIVE BEND, OR 97702 541.322.8962 541.382.2423 FAX
	<p>S. HANGAR LEASE</p>

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **SELECTION OF HEARINGS OFFICER CONTRACTOR FOR HEARINGS OFFICER SERVICES CONTRACT**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council authorize the City Administrator to execute a Professional Services Agreement with Cable Huston, LLP for Hearings Officer Services, subject to City Attorney approval.

OVERVIEW:

On June 27, 2023 the City Council passed Ordinance No. 978 that standardized the City's enforcement process throughout City Code established the ability to utilize a Hearings Officer to assist with the resolution of code enforcement cases. The City does not have a Hearings Officer to use on Code Enforcement matters. The City Attorney has recommended that the City utilize a Hearings Officer for Code Enforcement. Staff agrees and finds that utilization of a Hearings Officer can only improve resolution Code Enforcement cases. As such, City staff issued a Request for Qualifications for Hearings Officer Services. The City received one Statement of Qualifications from Cable Huston, LLP. The City Attorney (Chrostek) has affirmed that the firm is capable and qualified to provide the needed services. At the December 12, 2023 Council meeting, staff will request that the Council authorize the City Administrator to execute a Professional Services Agreement with Cable Huston, LLP for Hearings Officer Services, subject to City Attorney approval.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

No fiscal impact as current budget allocations will allow the contractor to provide the needed services. Costs to be allocated between Community Development: 101-104-520-2503 and Community Clean-Up: 205-205-520-2503.

SUPPORTING DOCUMENTATION:

Statement of Qualifications from Cable Huston, LLP
Request for Qualifications for Hearings Officer Services

STRATEGIC GOAL:

N/A



STATEMENT OF QUALIFICATIONS

**CITY OF MADRAS
*HEARINGS OFFICER SERVICES***

LAURA WESTMEYER
1455 SW Broadway, Suite 1500
Portland, Oregon 97201
(503) 224-3092
lwestmeyer@cablehuston.com

December 1, 2023



Sent via E-Mail to nsnead@ci.madras.or.us

City of Madras, c/o Nick Snead
Community Development Director
125 SW E Street
Madras, OR 97741

Re: Statement of Qualifications for Hearings Officer Services

Mr. Snead:

Cable Huston LLP is pleased to submit this Statement of Qualifications to provide Hearings Officer Services to the City of Madras. In addition to providing the information requested in the City's RFQ, I am writing to provide the City with some background information about the firm.

Cable Huston is a full-service law firm with a dedicated group of attorneys focused on representing public entities as general counsel, special counsel, and litigation counsel. Our public clients include cities, counties, intergovernmental entities, public utilities, and special purpose districts. Our attorneys regularly appear before state and federal courts, administrative agencies, local governments, hearings officers, and the Oregon Land Use Board of Appeals in our representation of those public clients. In addition to providing general counsel services, we have attorneys who specialize in many of the niche areas of law that traditionally impact municipalities.

Two of the attorneys in our municipal practice provide code and land use hearings officer services to local governments across the state. Laura Westmeyer would serve as the principal hearings officer for the City of Madras. Tommy Brooks would serve as a secondary hearings officer for the City, during periods of a higher caseload or unavailability of the principal hearings officer.

Please note that our offices are based in Portland. This has typically proven to be beneficial to our work as hearings officers in jurisdictions outside of the Portland-metropolitan area, as there is less likely to be conflicts of interest or any personal knowledge of the persons or property at issue in the cases that come before us. We can, and do, routinely conduct virtual-only and hybrid (virtual/in-person) hearings for jurisdictions across the state. It would be a privilege to serve as a hearings officer for the City of Madras. Thank you for your time and consideration.

Very truly,

A handwritten signature in blue ink that reads "Laura Westmeyer".

Laura Westmeyer

1455 SW Broadway, Suite 1500, Portland, Oregon 97201-3412 • 503.224.3092 • Fax 503.224.3176 • www.cablehuston.com



STATEMENT OF QUALIFICATIONS HEARINGS OFFICER SERVICES

I. Education, Professional Qualifications, and Experience



LAURA WESTMEYER

Practice Emphasis: Municipal Law, Land Use Law, Energy and Public Utility Law.

Education: Juris Doctorate, Lewis & Clark Law School, *Editor of the Environmental Law Review*; *President of the Public Interest Law Project*. Bachelor of Arts, Willamette University.

Areas of Practice: Ms. Westmeyer is deeply committed to serving public entities, and her legal training and practice over the past twelve (12) years has included representing all levels of government in both civil and criminal matters. Ms. Westmeyer is honored to serve as a hearings officer for jurisdictions around Oregon in a variety of code and land use enforcement matters. Ms. Westmeyer is also trained as a professional mediator.

Prior to entering the legal field, Ms. Westmeyer focused in land use, working as a staff city planner in the processing of current development proposals, for a state agency assessing the impacts of long-range land use and transportation planning in local communities throughout Oregon, as a planning consultant for a private developer, and as a research aid for a planning and communications firm contracted with local governments. Ms. Westmeyer has a comprehensive understanding of the legal needs of local governments, having worked as both in-house counsel and staff for several Oregon municipalities. At Cable Huston, Ms. Westmeyer's practice is focused on municipal law. She advises cities, intergovernmental entities, and special purpose districts in all matters of local governance and daily operations, including public procurements, meetings and records, local budget law, intergovernmental agreements, franchise negotiations, code enforcement, and policy formation, as well as in land use matters such as the adoption of comprehensive plan and zoning ordinance amendments, and the interpretation of state and federal statutes and administrative rules.

Professional Activities: Oregon City Attorney's Association, Government Law Section of the Oregon State Bar, Oregon Chapter of the American Planning Association, Legislative and Policy Affairs Committee, Real Estate & Land Use Section of the Oregon State Bar, Oregon Women Lawyers' Association.

Admitted to Practice: Oregon State Courts.



TOMMY A. BROOKS

Practice Emphasis: Land Use, Municipal Law, Energy and Public Utility Law.

Education: Juris Doctorate, University of Oregon School of Law, Order of the Coif. Bachelor of Science degree, Forest Resources, University of Georgia *magna cum laude*.

Areas of Practice: Mr. Brooks' practice focuses on municipal law, with an emphasis on land use, energy law, and other regulatory issues. His municipal experience spans nearly two decades. Prior to attending law school, he worked in the Office of the Mayor in Portland, Oregon, for four years where he served as the mayor's policy aide for planning, utility, environment, and economic issues.

Since joining Cable Huston, Mr. Brooks has assisted in the representation of public and private entities in all types of land use regulatory matters, including issues related to real estate transactions, condemnation proceedings, land use permitting, zoning, interpretation of statutes and rules, and the enactment of proposed statutory and rule changes. These projects often involve leading teams of consultants in complex development matters combining land use and other environmental permitting issues. Mr. Brooks also represents consumer-owned utilities of all types. He specializes in local government law and all aspects of ratemaking.

Professional Activities: Oregon State Bar Local Government Executive Committee member, Oregon State Bar member, Multnomah Bar Association member, Washington State Bar Association member and American Bar Association member.

Admitted to Practice: Oregon State and Federal Courts, Washington State and Federal Courts, and U.S. Court of Appeals, Ninth Circuit.

II. Experience

Laura Westmeyer has been providing hearings officer services for the past four years. She currently serves as a code and land use hearings officer for Hood River County, Deschutes County, Clatsop County, and the City of Sisters. Ms. Westmeyer also has substantial experience drafting, reviewing, and implementing municipal codes, including previously representing Marion County as in-house legal counsel for all code enforcement matters, and currently representing a variety of public entities in drafting code provisions for adoption by the governing body. Tommy Brooks also has a breadth of municipal experience and has been providing land use hearings officer services for nearly four years. He currently serves as a land use hearings officer for Deschutes County and Clatsop County.

III. Familiarity with Madras Municipal Code

Although we do not routinely work within the City of Madras Municipal Code, we have reviewed Chapter 2.30 of the Madras Municipal Code and in particular the sections on code hearings before a hearings officer and feel confident that we will be able to provide the services requested. If

selected to be a hearings officer for the City, we would propose an initial meeting with the City's code enforcement personnel so as to understand which areas of the Municipal Code are more commonly enforced and are likely to appear before a hearings officer. Prior to conducting any code hearing, we would review the complete case file, evidence received from all parties, and all applicable sections of the Municipal Code.

Availability

Laura Westmeyer will be available to schedule and conduct hearings within twenty business days of a request; to schedule additional proceedings and decide any preliminary matters (such as a stay of an enforcement order under Madras Municipal Code 2.30.330); and to issue a written opinion within sixty calendar days after the close of the hearing. As noted in our Cover Letter, we propose to conduct hearings by appearing virtually from our offices in Portland. If the City would prefer an in-person decision maker, or the need for an in-person decision maker arises, Ms. Westmeyer would be available to travel to Madras to conduct an in-person hearing. During periods of a higher City caseload for hearings, or in the event of unavailability of Ms. Westmeyer, Mr. Brooks would be available to conduct the code hearing.

Please note that we check for conflicts of interest prior to conducting each hearing. Although we do not anticipate conflicts of interest arising, we would alert the City in the event that we do find a conflict of interest in providing hearings officer services for a given matter. In the event of a conflict of interest, we believe that twenty days will be sufficient time to resolve the conflict; or, if unresolvable, to decline to hear the matter and for the City to reschedule the hearing with an alternative hearings officer.

Fee Structure

Our 2024 rate for hearings officer services is \$250 per hour. Our rates may increase from time to time, and we would notify the City in advance of any such increase. Cable Huston typically invoices monthly for services performed during the preceding month. The firm could alternatively invoice the City separately for each case, after the issuance of a final order (i.e., after the close of a given code matter), if the City would prefer. Reimbursable expenses that might appear on an invoice may include any postage or mailing charges, and miscellaneous expenses such as ordering court transcripts, or large photocopy jobs. We do not charge clients for printing or scanning. For in-person hearing requests, we would charge our hourly rate for travel time and no additional mileage fees.

City of Madras

REQUEST FOR QUALIFICATIONS
FOR
HEARINGS OFFICER SERVICES

November 3, 2023

CITY OF MADRAS

REQUEST FOR QUALIFICATIONS FOR HEARINGS OFFICER SERVICES

1. General.

1.1 Introduction. City of Madras (“City”), an Oregon municipal corporation, is soliciting statements of qualifications (“SOQs”) from persons interested in providing hearings officers services for and on behalf of City. This is not a request for proposals or other competitive bidding process; rather City is compiling a list of prospective persons interested in providing hearings officer services for and on behalf of City. Persons interested in providing the services described herein to City are encouraged to submit a statement describing their qualifications and related performance information to City.

1.2 City Background. The City of Madras, population of nearly 7,000, is located in Jefferson County, nearly 45 miles north of Bend. The Madras City Council is a Mayor-Council form of government. The Mayor is a two-year term, directly elected office and does not vote except to break tie votes. The six council positions are elected at-large on staggered four-year terms. All elected positions are uncompensated volunteers. The City Administrator is appointed by the City Council and serves at the pleasure of the City Council. The Police Chief, City Attorney and Recorder are appointed by the Mayor, per recommendation by the City Administrator.

The City of Madras is organized into five departments made up from a total of 39 budgeted FTE and 6 volunteer Police positions with an operating budget of \$38.9 million. These include the Police, Human Resources and Administration, Community Development and Planning, Finance and Administration, and Public Works. Code enforcement is presently conducted by a combination of police officers and Community Development staff. Pursuant to an intergovernmental agreement with Jefferson County Fire and EMS, the City also provides certain code enforcement services for Jefferson County Fire and EMS.

1.3 Potential Scope of Services. City is issuing this Request for Qualifications for Hearings Officers Services (this “RFQ”) to establish a pool of qualified persons to provide professional hearings officer services. The hearings officers will conduct public hearings on code enforcement and other matters assigned by City on a contractual and/or as-needed basis (collectively, the “Services”).

1.4 Desired Skills and Traits. City desires that persons submitting SOQs be (a) familiar with administrative hearings and with the rules of evidence and procedure; (b) experienced in interpreting and implementing municipal codes and enactments; (c) able to schedule hearings within twenty (20) business days of notification of the need for a hearing and within five (5) business days in the event of an case presenting an imminent hazard to public health, safety, and welfare; (d) able to consistently, efficiently, promptly and fairly hear and decide cases; (e) able to agreeably work with people and to deal evenhandedly with all parties to a hearing; (f) able to issue legally defensible written decisions to each party within sixty (60) days after close of the hearing; and (g) be able to keep accurate itemized and detailed records for the purpose of computing compensable time and submit monthly billings.

2. SOQ Content.

SOQs from qualified persons must address the information below. City is not interested in brochures, boilerplate filler, and/or general information that is not relevant to the Services.

2.1 Education and Professional Qualifications. Provide an overview of all educational and professional qualifications relevant to providing the Services.

2.2 Experience. Describe all experience and expertise relevant to providing the Services.

2.3 Familiarity with Madras Municipal Code. Describe your familiarity with the Madras Municipal Code.

2.4 Availability. Describe your availability to perform the Services.

2.5 Fee Statement. Describe the hourly fee, not a range, for performing the Services and any other applicable charges related to the performing the Services.

3. Submission Requirements.

3.1 Hearings Officer List. City will use the requested information to create a list of prospective hearings officers. City intends to use the list to solicit services for future hearings officer needs for which the direct appointment procedure or informal selection procedure is an authorized selection procedure. City may ask for additional information from one or more responding persons. City may reissue this RFQ from time to time and persons that previously submitted SOQs will need to resubmit to avoid being purged from City's list of qualified hearings officers.

3.2 Submission. If interested in being on City's list of qualified hearings officers, please submit an SOQ to City C/O Nick Snead, Community Development Director, via email at nsnead@ci.madras.or.us or mail at 125 SW E Street, Madras, Oregon 97741. Please submit your statement not later than December 1, 2023.

4. Additional Information.

4.1 Contract Not Guaranteed. This RFQ does not obligate City to award a contract and/or to procure the Services described herein. City reserves the right to award contracts to multiple persons. Persons responding to this RFQ do so at their own expense and City is not responsible for any costs and/or expenses associated with the preparation and/or submission of any SOQ. No guarantee of work, financial commitment, and/or other assurance is made to any respondent of this RFQ. City intends to obtain the Services only on an as-needed basis.

4.2 Contract. Any contract entered into by City and a selected hearings officer(s) will contain terms and conditions required under applicable law and will otherwise be in form and content satisfactory to City. Without otherwise limiting the generality of the immediately preceding sentence, the contract will include terms and conditions concerning, among other things, acceptable standards of performance, compensation, minimum insurance requirements, compliance with laws, indemnification, and representations and warranties.

4.3 False Information; Questions. If City determines, in City's sole discretion, that a submitted SOQ contains false or misleading statements, references, and/or any other matter which does not support a function, attribute, capability, and/or condition as stated by the person submitting, the submittal will be rejected and not included on City's list of qualified hearings officers. Questions regarding this RFQ should be addressed to: Nick Snead, Community Development Director, via email at nsnead@ci.madras.or.us or mail at 125 SW E Street, Madras, Oregon 97741. Please submit your question not later than November 17, 2023.

4.4 Confidential Information.

4.4.1 Any SOQ submitted may be subject to public information requests as permitted by Oregon Public Records Law. City will attempt to maintain the confidentiality of materials marked "Confidential" to the extent required under Oregon Public Records Law. If it is necessary to submit trade secrets and/or other confidential information in order to comply with the terms and conditions of this RFQ, each submitter must label any information that it desires to protect from disclosure to third parties as a trade secret under ORS 192.345(2) and/or confidential under ORS 192.355(4) with the following: "This

material constitutes a trade secret under ORS 192.345(2) [and/or confidential information under ORS 192.355(4)] and is not to be disclosed except as required by law." Each page containing the trade secret and/or other confidential information must be so marked.

4.4.2 City will take reasonable measures to hold in confidence all such labeled information, but in no event will City be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise, and will also be immune from liability for disclosure or release of information as provided under ORS 646.473(3).

4.4.3 In submitting an SOQ, each interested person agrees that City may (a) reveal any trade secret and/or other confidential materials contained in the SOQ to City staff and to any City consultant, and (b) post the SOQ on City's intranet or internal network for purposes related to its review. By responding to this RFQ, each submitter agrees to defend, indemnify, and hold harmless City each City officer, employee, representative, and agent from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the proposer has designated as a trade secret and/or as confidential information. Any person that designates its entire proposal as a trade secret may be disqualified.

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **HOMELESS ADVISORY COMMITTEE MEMBER REMOVAL AND APPOINTMENT**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move that the City Council remove Tony Lansing from the Community Partner position on the Homeless Advisory Committee and appoint Trenton Titus to same position.

OVERVIEW:

On May 14, 2023 the Council established Homeless Advisory Committee (HAC) via Resolution No. 03-2023. This Resolution identifies the membership of the Committee. Section 2(i) identifies that there is a "Community Partner" member to be on the Committee. Currently Tony Lansing is serving on the HAC in this position. Mr. Lansing has not attended a HAC meeting since the May 22, 2023 HAC meeting. Staff brought this to the attention of the HAC at their December 4, 2023 meeting at which time there was consensus amongst the Committee members that Tony Lansing needed to be removed from the Committee and that they supported Trenton Titus to be appointed to the same position. Per Section 4 of Resolution No. 03-2023, "*a member may be removed by the Council for any of the following reasons: (a) failure to attend three regular Committee meetings...*" As a result, staff requests that the Council remove Tony Lansing from the Community Partner position on the HAC and appoint Trenton Titus to serve in the same position on the Committee.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

Resolution No. 03-2023

STRATEGIC GOAL:

N/A

RESOLUTION NO. 03-2023

A RESOLUTION OF CITY OF MADRAS CREATING THE HOMELESS ADVISORY COMMITTEE; AND PRESCRIBING THE COMMITTEE'S POWERS AND DUTIES.

WHEREAS, the Madras City Council (the "Council") is aware of concerns related to homelessness and homeless camping within the incorporated limits of the City of Madras ("City"); and

WHEREAS, the Council desires to establish a citizen advisory committee to work with knowledgeable community members to, among other things, (a) assist City in responding to homelessness and homeless camping within City's incorporated limits, and (b) provide advice to the Council on matters concerning homelessness and homeless camping.

NOW, THEREFORE, BE IT RESOLVED, by and through Madras City Council meeting in regular session, as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Creation; Membership. This Resolution No. 03-2023 (this "Resolution") hereby establishes the Homelessness Advisory Committee (the "Committee"). The Committee will operate subject to, and in accordance with, this Resolution. The Committee will consist of thirteen (13) members, nine voting members and four non-voting members. All members will be appointed by the Council. The nine voting members will consist of the following individuals: (a) one Council member; (b) Jefferson County Health Department director; (c) one Best Care Treatment Behavior Health staff member; (d) one Faith Based Network staff member; (e) City's chief of police; (f) Jefferson County sheriff; (g) Jefferson County Fire & EMS staff member; (h) legal advocate; and (i) community partner. The four non-voting members will consist of the following individuals: (w) city administrator; (x) a City police sergeant; (y) City's community development director; and (z) City's public works director. Members will receive no compensation but will be reimbursed for expenses authorized by the Council. If the Council is unable to fill the Committee membership with individuals meeting the classifications identified above after the exercise of reasonable efforts, the Council may appoint individuals to the Committee to fill the unfilled membership classification(s) even though such individuals may not meet the unfilled membership classification(s).
3. Term. Each member is appointed to serve on the Committee commencing on his or her appointment. Each member is appointed to serve until his or her successor is appointed by the Council. Any vacancy in the Committee will be filled by the Council.
4. Removal of Committee Members. Notwithstanding anything contained in this Resolution to the contrary, a member may be removed by the Council for any of the following reasons: (a) failure to attend three regular Committee meetings; (b) commission of a felony; (c) incompetence; (d) failure to declare conflicts of interest; and/or (e) any other member act of misconduct or nonperformance.
5. Committee Duties. The Committee will act as an advisory body to the Council. To this end, and except as otherwise provided or directed by the Council from time to time, the Committee will have the following advisory duties and responsibilities: (a) serve as an advisory body to the Council concerning homelessness and homeless camping within City's incorporated limits; (b) development of City's homeless camping time, place, and manner regulations (which regulations

are required under ORS 195.530); and (c) provide advice to the Council concerning any other policy issues concerning homelessness and/or homeless camping concerning or affecting City which the Council may identify from time to time. The Committee will review homelessness and homeless camping-related issues that have been referred to the Committee by the Council from time to time and will make recommendations on these issues.

6. Member Responsibilities. In addition to any other duties and/or responsibilities assigned to the members under this Resolution, each member must regularly attend Committee meetings and must notify the city recorder or chair when he or she will be unable to attend a Committee meeting. In addition, if requested by the Council, one or more members will attend any Council meeting that relates to homelessness, homeless camping, and/or related issues that may impact or affect City. Prior to each Committee meeting, members will review all pertinent written documents in preparation for deliberation and decision making. All Committee recommendations and suggestions made to the Council will be in writing.

7. Election of Officers. The Committee will, at its first meeting, elect a chair, vice-chair, and secretary. The chair and vice-chair will hold office at the pleasure of the Committee. The chair and vice-chair must be voting members of the Committee. The secretary need not be a member of the Committee. The secretary will receive no compensation but will be reimbursed for expenses authorized by the Council.

8. Duties of the Chair and Vice-Chair. The chair will call Committee meetings, preside at all meetings, and sign all correspondence on behalf of the Committee. The vice-chair will perform the duties of the chair in the absence of the chair and such other duties as may be assigned by the chair from time to time. In the absence of the chair and vice-chair, the Committee will elect a temporary chair for the particular meeting in question.

9. Minutes; Reports. The secretary will keep an accurate record (e.g., audio recording or written minutes) of all Committee proceedings. The recording or written minutes will be delivered to the city recorder for filing. Committee minutes are a public record available for public inspection. At the request of the Council, the Committee will prepare and deliver to the Council a written report summarizing all Committee activities, actions, and matters before the Committee (and any other information requested by the Council).

10. Staff to the Committee. The city administrator, city attorney, and other City staff requested by the Committee will support the work of the Committee. The city attorney will act as the Committee's legal advisor in the conduct of all hearings and matters. Notwithstanding anything contained in this Resolution to the contrary, the Committee must obtain the consent of the city administrator prior to requesting the assistance of the city attorney and/or other City staff.

11. Committee Meetings. Commencing in March 2023, the Committee will hold one or more monthly meetings, unless canceled at the direction of the chair due to lack of Committee business or other reason. In addition to the regular meetings, the Committee will meet at such other times, dates, and places as may be deemed necessary or appropriate to carry out Committee business. Special meetings may be called by the chair, a majority of the members, city administrator, city attorney, or the Council by giving at least forty-eight (48) hours' prior notice. All meetings of the Committee will be held in accordance with applicable Oregon law.

12. Quorum; Voting. A majority of voting Committee members constitute a quorum. A majority vote of a quorum is necessary to act on any matter before the Committee.

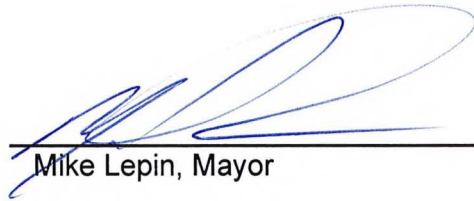
13. Conflict of Interest Activities. A member will not participate in any Committee proceeding or action in which any of the following has a direct or substantial financial interest: (a) the member or the spouse, brother, sister, child, parent, father-in-law, mother-in-law of the member; (b) any business in which the member is then serving or has served within the previous two years; or (c) any business for which the member is negotiating or for which the member has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential conflict of interest will be disclosed at the meeting of the Committee where the action or proceeding is being taken.

14. Authority; Expenditures. The Committee will operate at the direction of the Council and in conformance with, and subject to, this Resolution, Oregon law, and all City rules, procedures, resolutions, and ordinances now in force and/or which may hereafter be created, amended, modified, enacted, and/or promulgated. The Committee has no authority to bind City or represent to any person that the Committee may bind City. The Committee has no authority to make expenditures on behalf of City, or to obligate City for payment of any sums of money, unless and until the Council has authorized such expenditures by appropriate ordinance or resolution (which ordinance or resolution will provide the administrative method by which funds will be drawn and expended).

15. Interpretation; Severability; Errors. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. Any reference to a federal, state, or local law means the federal, state, or local law as now existing and hereafter amended. This Resolution will be in full force and effect from and after its approval and adoption.

ADOPTED by the City Council of the City of Madras and signed by the Mayor this 14th day of March, 2023.

Ayes: 5
Nays: 0
Abstentions: 0
Absences: 1
Vacancies: 0



Mike Lepin, Mayor

ATTEST:


Lysa Vattimo, City Recorder

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Tim Plummer, Police Chief, Lysa Vattimo, PD

Through: Will Ibershof, City Administrator

Subject: **TASER PURCHASE FOR MADRAS POLICE DEPARTMENT**
Axon Taser 7 Bundles

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council approve the purchase of up to 20 Axon Taser 7 bundles for the Madras Police Department with a cost not to exceed \$65,000.00 payable over five (5) years.

OVERVIEW:

Tasers are a less-lethal option to control violent or potentially violent individuals. In 2014, Madras Police Department purchased eleven Taser X2 devices. Since that time, this inventory has steadily dwindled as Tasers became inoperable and were removed from the Police Department's inventory. At present, the Police Department has a total of six (6) Taser X2's in inventory. This inventory is insufficient to equip the department.

STAFF ANALYSIS:

In June 2023, MPD staff contacted the manufacturer about purchasing additional Taser X2 devices, as well as the required accessories (batteries, holsters, cartridges, etc.). Through this inquiry we learned Axon International had recently announced its intentions to discontinue the Taser X2, as the technology is now over a decade old. At this writing, the X2 series is discontinued and Axon no longer provides repair or replacement for the X2 model. Axon recommended replacement of the Police Department's current Taser X2's with the updated Taser 7 model.

The Taser 7 was deployed in late 2018 and has become the new industry standard for police departments across the United States. Axon Taser 7's are used by Jefferson County Sheriff's Office, Oregon State Police, Redmond Police Department, Bend Police Department and Prineville Police Department. The Taser 7 Basic Plan most effectively meets the needs of the Madras Police Department.

FISCAL INFORMATION:

Cost for 20 tasers is \$64,920.30 payable over five (5) years (see attached quote).
Cost Center Code: 101-106-520-1403 (Body Cameras)
Body Cameras cannot be purchased until server space issues are resolved.

SUPPORTING DOCUMENTATION:

Quote from Axon Enterprises

STRATEGIC GOAL:



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-492308-45260.679JR

Issued: 11/30/2022

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 108046

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business:Delivery:Invoice-125 SW E St 125 SW E St Madras. OR 97741-1346 USA	Madras Police Dept. - OR 125 SW E St Madras OR 97741-1346 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Romain Phone: (480) 847-1054 Email: jromain@axon.com Fax: (480) 847-1054	Angela Elder Phone: (541) 475-2424 Email: aelder@madraspd.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$64,920.30
ESTIMATED TOTAL W/ TAX	\$64,920.30

Discount Summary

Average Savings Per Year	\$1,070.40
TOTAL SAVINGS	\$5,352.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$7,141.22	\$0.00	\$7,141.22
Jan 2025	\$14,931.67	\$0.00	\$14,931.67
Jan 2026	\$14,282.47	\$0.00	\$14,282.47
Jan 2027	\$14,282.47	\$0.00	\$14,282.47
Jan 2028	\$14,282.47	\$0.00	\$14,282.47
Total	\$64,920.30	\$0.00	\$64,920.30

Quote Unbundled Price: \$70,272.30
 Quote List Price: \$64,920.30
 Quote Subtotal: \$64,920.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program /									
T7Basic	TASER 7 Basic Bundle	20	60	\$50.46	\$46.00	\$46.00	\$55,200.00	\$0.00	\$55,200.00
A la Carte Hardware									
80087	TASER TARGET. CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1			\$171.05	\$171.05	\$171.05	\$0.00	\$171.05
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$855.25	\$855.25	\$855.25	\$0.00	\$855.25
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	28			\$40.25	\$40.25	\$1,127.00	\$0.00	\$1,127.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	28			\$40.25	\$40.25	\$1,127.00	\$0.00	\$1,127.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80			\$40.25	\$40.25	\$3,220.00	\$0.00	\$3,220.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80			\$40.25	\$40.25	\$3,220.00	\$0.00	\$3,220.00
Total							\$64,920.30	\$0.00	\$64,920.30

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	20	01/01/2024
TASER 7 Basic Bundle	20018	TASER BATTERY PACK, TACTICAL	24	01/01/2024
TASER 7 Basic Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	20	01/01/2024
TASER 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
TASER 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
TASER 7 Basic Bundle	74200	TASER 6-BAY DOCK AND CORE	1	01/01/2024
TASER 7 Basic Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024
TASER 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	01/01/2024
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	01/01/2024
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	01/01/2024
A la Carte	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	28	01/01/2024
A la Carte	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	28	01/01/2024
A la Carte	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	01/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	20	02/01/2024	01/31/2029
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	24	01/01/2025	01/31/2029
TASER 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	20	01/01/2025	01/31/2029
TASER 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$94.08	\$0.00	\$94.08
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$354.20	\$0.00	\$354.20
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$354.20	\$0.00	\$354.20
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	28	\$123.97	\$0.00	\$123.97
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	28	\$123.97	\$0.00	\$123.97
Year 1	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$18.82	\$0.00	\$18.82
Year 1	T7Basic	TASER 7 Basic Bundle	20	\$6,071.98	\$0.00	\$6,071.98
Total				\$7,141.22	\$0.00	\$7,141.22

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$196.71	\$0.00	\$196.71
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$740.60	\$0.00	\$740.60
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$740.60	\$0.00	\$740.60
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	28	\$259.21	\$0.00	\$259.21
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	28	\$259.21	\$0.00	\$259.21
Year 2	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$39.34	\$0.00	\$39.34
Year 2	T7Basic	TASER 7 Basic Bundle	20	\$12,696.00	\$0.00	\$12,696.00
Total				\$14,931.67	\$0.00	\$14,931.67

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$188.16	\$0.00	\$188.16
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$708.40	\$0.00	\$708.40
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$708.40	\$0.00	\$708.40
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	28	\$247.94	\$0.00	\$247.94
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	28	\$247.94	\$0.00	\$247.94
Year 3	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$37.63	\$0.00	\$37.63
Year 3	T7Basic	TASER 7 Basic Bundle	20	\$12,144.00	\$0.00	\$12,144.00
Total				\$14,282.47	\$0.00	\$14,282.47

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$188.16	\$0.00	\$188.16
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$708.40	\$0.00	\$708.40
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$708.40	\$0.00	\$708.40
Year 4	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	28	\$247.94	\$0.00	\$247.94
Year 4	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	28	\$247.94	\$0.00	\$247.94
Year 4	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$37.63	\$0.00	\$37.63
Year 4	T7Basic	TASER 7 Basic Bundle	20	\$12,144.00	\$0.00	\$12,144.00
Total				\$14,282.47	\$0.00	\$14,282.47

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$188.16	\$0.00	\$188.16
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	80	\$708.40	\$0.00	\$708.40
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	80	\$708.40	\$0.00	\$708.40
Year 5	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	28	\$247.94	\$0.00	\$247.94
Year 5	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	28	\$247.94	\$0.00	\$247.94
Year 5	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$37.63	\$0.00	\$37.63
Year 5	T7Basic	TASER 7 Basic Bundle	20	\$12,144.00	\$0.00	\$12,144.00
Total				\$14,282.47	\$0.00	\$14,282.47

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/30/2023



CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Jeff Hurd, Public Works Director

Through: Will Ibershof, City Administrator

Subject: **STATUTORY WARRANTY DEED AND DEED OF DEDICATION**
Bridgeview Subdivision

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

That Council authorizes the Mayor to sign on behalf of the City, the Statutory Warranty Deed and Deed of Dedication for Public Right-of-Way (ROW) for the Bridgeview Subdivision.

OVERVIEW:

The developer for the Bridgeview Subdivision approached city staff about dedicating the needed right of way to allow the access to be developed. Jefferson County owned a portion of the right of way that is needed to dedicate. Jefferson County agreed to transfer title to the city through a statutory warranty deed. This has been presented to Jefferson County Commission and approved.

STAFF ANALYSIS:

Jefferson County owned a portion of right of way that is needed for the road connection of Bridgeview Subdivision. Jefferson County has deeded that portion of property to the city. Staff is requesting that the Mayor execute the warranty deed and the deed of dedication which will dedicate the property to the public as right of way. Upon the execution of the statutory warranty deed and the deed of dedication the developer will be cleared to move forward with the construction of the access road.

FISCAL INFORMATION:

NA

SUPPORTING DOCUMENTATION:

Statutory Warranty Deed
Deed of Dedication

STRATEGIC GOAL:

After recording return to:

City of Madras
125 SW "E" Street
Madras, OR 97741

**Until a change is requested
send all tax statements to:**

City of Madras
125 SW "E" Street
Madras, OR 97741

STATUTORY WARRANTY DEED

JEFFERSON COUNTY, a political subdivision of the State of Oregon, Grantor, conveys and warrants to **CITY OF MADRAS, an Oregon municipal corporation**, Grantee, the real property located in Jefferson County, Oregon, described on the attached Exhibit A, incorporated herein by this reference.

The subject property is being transferred to Grantees subject to all encumbrances, easements, and restrictions of record.

Other property or value is the entire consideration for this conveyance.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page follows]

Dated Oct. 25, 2023

GRANTOR:

JEFFERSON COUNTY,
a political subdivision of the State of Oregon

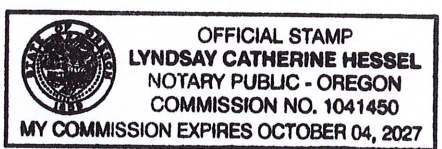
By: [Signature]
Mark Wunsch, County Commissioner

By: [Signature]
Wayne Fording, County Commissioner

By: [Signature]
Kelly Simmelink, County Commissioner

STATE OF OREGON; COUNTY OF JEFFERSON) ss.

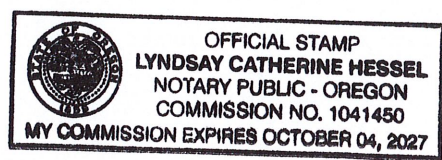
The foregoing instrument was acknowledged before me on October 25, 2023, by Mark Wunsch as County Commissioner of Jefferson County, Oregon, a political subdivision of the State of Oregon, Grantor.



[Signature]
Notary Public for Oregon

STATE OF OREGON; COUNTY OF JEFFERSON) ss.

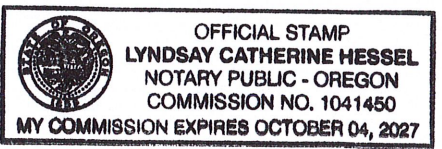
The foregoing instrument was acknowledged before me on October 25, 2023, by Wayne Fording as County Commissioner of Jefferson County, Oregon, a political subdivision of the State of Oregon, Grantor.



[Signature]
Notary Public for Oregon

STATE OF OREGON; COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me on October 25, 2023, by Kelly Simmelink as County Commissioner of Jefferson County, Oregon, a political subdivision of the State of Oregon, Grantor.



[Signature]
Notary Public for Oregon

ACCEPTANCE

CITY OF MADRAS, an Oregon municipal corporation, acting by and through its Mayor, accepts this Special Warranty Deed pursuant to ORS 93.808.

GRANTEE:

**CITY OF MADRAS,
an Oregon municipal corporation**

By: _____
Mike Lepin, Mayor

STATE OF OREGON; COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me on _____, 2023, by Mike Lepin as Mayor of City of Madras, an Oregon municipal corporation, Grantee.

Notary Public for Oregon

Exhibit A
Legal Description

PARCEL 2: The North 10 feet of the following described parcel of land:

A tract of land in the Northeast quarter of the Northeast quarter of Section 12, Township 11 South, Range 13 East of the Willamette Meridian, City of Madras, Jefferson County, Oregon, more particularly described as follows:

Commencing at the Northeast corner of said Section 12; thence South 00' 32' West along the East line of said Section 12 a distance of 30.00 feet to the South line of Ashwood County Road; thence 89' 13' 30" West along said County Road right of way 175.00 feet to the point of beginning of this description; thence South 00' 32' West parallel with the East line of said Section 12 a distance of 150.00 feet; thence North 89' 13' 30" West, parallel with the North line of said Section 12 a distance of 75.00 feet; thence South 00' 32' West, parallel with the East line of said Section 12 a distance of 300.00 feet; thence 89' 13' 30" West, parallel with the North line of said Section 12 a distance of 300.00 feet; thence North 00' 32' East, parallel with the East line of said Section 12 a distance of 120.00 feet; thence South 89' 13' 30" East, parallel with the North line of said Section 12 a distance of 150.00 feet; thence North 00' 32' East, parallel with the East line of said Section 12 a distance of 330.00 feet to the South line of said Ashwood Road; thence South 89' 13' 30" East along said South line 225.00 feet to the point of beginning of this description.

After recording, return to:
City of Madras
125 SW "E" Street
Madras, Oregon 97741-1605

DEED OF DEDICATION

CITY OF MADRAS, an Oregon municipal corporation, Grantor, hereby dedicates to **CITY OF MADRAS, an Oregon municipal corporation, ON BEHALF OF THE PUBLIC**, Grantee, for public right-of-way purposes (including, without limitation, installation of public and franchise utilities), that certain real property situated in Jefferson County, Oregon more particularly described on the attached Exhibit A subject to all matters of record.

Other property or value is the entire consideration for this conveyance.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page follows]

Dated this ____ day of _____, 2023

**CITY OF MADRAS,
an Oregon municipal corporation**

By: _____
Mike Lepin, Mayor

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by Mike Lepin, Mayor of the City of Madras, an Oregon municipal corporation, Grantor.

Notary Public for Oregon
My Commission Expires: _____

[Signatures continue on following page]

ACCEPTANCE

CITY OF MADRAS, an Oregon municipal corporation, acting by and through its Mayor, does hereby accept the foregoing Deed of Dedication on behalf of the Public as a dedication of public right-of-way pursuant to ORS 92.014.

Dated this ___ day of _____, 2023.

**CITY OF MADRAS,
an Oregon municipal corporation**

By: _____
Mike Lepin, Mayor

State of Oregon)
) ss.
County of Jefferson)

The foregoing instrument was acknowledged before me this ___ day of _____ 2023, by Mike Lepin, Mayor of the City of Madras, an Oregon municipal corporation, on behalf of the Public.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A
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Commencing at the Northeast corner of said Section 12; thence South 00° 32' West along the East line of said Section 12 a distance of 30.00 feet to the South line of Ashwood County Road; thence 89° 13' 30" West along said County Road right of way 175.00 feet to the point of beginning of this description; thence South 00° 32' West parallel with the East line of said Section 12 a distance of 150.00 feet; thence North 89° 13' 30" West, parallel with the North line of said Section 12 a distance of 75.00 feet; thence South 00° 32' West, parallel with the East line of said Section 12 a distance of 300.00 feet; thence 89° 13' 30" West, parallel with the North line of said Section 12 a distance of 300.00 feet; thence North 00° 32' East, parallel with the East line of said Section 12 a distance of 120.00 feet; thence South 89° 13' 30" East, parallel with the North line of said Section 12 a distance of 150.00 feet; thence North 00° 32' East, parallel with the East line of said Section 12 a distance of 330.00 feet to the South line of said Ashwood Road; thence South 89° 13' 30" East along said South line 225.00 feet to the point of beginning of this description.

CITY OF MADRAS
Request for Council Action

Meeting Date: December 12, 2023

To: Mayor and City Council Members

From: Nicholas Snead, Community Development Director

Through: Will Ibershof, City Administrator

Subject: **PLANNING COMMISSION APPOINTMENTS**

TYPE OF ACTION REQUESTED:

Approve

MOTION(S) FOR CONSIDERATION:

I move to appoint Ashlyn Etter to the Planning Commission to a term commencing on January 1, 2024 to December 31, 2027.

OR

I move to appoint Ashlyn Etter and Mary Kendall to the Planning Commission to terms commencing on January 1, 2024 to December 31, 2027.

OVERVIEW:

The City's Planning Commission comprises five Commissioners. Per the By Laws for the Planning Commission, the City Council is to make appointments to the Commission. The terms of Planning Commissioners Ashlyn Etter and Mary Kendall end on December 31, 2023. Staff requests that the City Council re-appoint Planning Commissioners that request to be re-appointed prior to their terms ending. At the time this staff report was prepared, Commissioner Etter confirmed that she would like to be re-appointed to the Planning Commission. However, Commissioner Kendall had not confirmed her interest in being re-appointed. At the December 12, 2023 Council meeting, staff will verbally report to the Council whether Commissioner Kendall has requested to be re-appointed. Accordingly, staff will request the City Council take formal action to appoint one or both Commissioners to the Planning Commission with terms commencing January 1, 2023 and ending on December 31, 2027.

STAFF ANALYSIS:

N/A

FISCAL INFORMATION:

N/A

SUPPORTING DOCUMENTATION:

None.

STRATEGIC GOAL:

N/A