

SROA OWNERS ASSOCIATION
Board of Directors Work Session
August 16, 2024, 9am
SROA Board Room, 57455 Abbot Drive & via YouTube Live Stream

9am Owners forum

Announcement of election results

Oregon State Wildfire Map

Cheat grass discussion

Admissions Model Workgroup

SROA Admin/SHARC remodel update

OFLA Policy Change to SROA Employee Handbook

BOLI Policy Change to SROA Employee Handbook

SSD/SROA/Deschutes County Management Agreement

SSD Board ex-officio appointment

Open Board position discussion

Board goal setting meeting

Proposed amendments to the Design Manual of Rules & Procedures Sections 4.03, 5.02 and 5.03

Proposed amendments to the Design Manual of Rules & Procedures Section 6.08

2024 tunnel construction – Wildflower/Circle 2

Review August 17 board meeting agenda

Other business

Meeting debrief

Adjourn

Board work sessions are subject to agenda changes as directed by the board president.

Owners may attend meeting in person or watch the meeting via
Youtube: <https://www.youtube.com/@sunriverownersassociation574/streams>

SROA OWNERS ASSOCIATION
Board of Directors Meeting Agenda
August 17, 2024, 9am

SROA Board Room, 57455 Abbot Drive & via YouTube Live Stream

- 9:00 Owners Forum
- 9:15 Owners Forum follow up from previous meeting
- 9:20 Recap of August 16 Board work session
- 1. 9:25 Review & approve the board meeting minutes from June 26 special board meeting and from July 19 & July 20
- 2. 9:35 Financial report: Approve unaudited July financials
- 3. 9:50 General manager report
- 4. 10:05 Committee reports
- 5. 10:10 Sunriver Service District report
- A. 10:15 Committee/Task Force actions: Yes, from Covenants Committee
- B. 10:20 Committee/Task Force actions: None
- C. 10:25 Board Action Request: Certify election results
- D. 10:30 Board Action Request: OFLA Policy Change to SROA Employee Handbook
- E. 10:35 Board Action Request: BOLI Police Change to SROA Employee Handbook
- F. 10:40 Board Action Request: SSD/SROA/Deschutes County Management Agreement
- G. 10:45 Board Action Request: SSD Board ex-officio appointment
- H. 10:50 Board Action Request: SROA Board vacancy selection
- I. 11:00 Board Action Request: Design Manual of Rules & Procedures Sections 4.03, 5.02 and 5.03
- J. 11:10 Board Action Request: Design Manual of Rules & Procedures Section 6.08
- K. 11:20 Other business
- L. 11:25 Executive Session: potential to consult with legal counsel and/or consider personnel, contractual or legal matters if the board determines an executive session to be advisable after a vote.

Adjourn

- Agenda times are an estimate; the meeting may move slower or faster
 - Board meetings are subject to agenda changes as directed by the board president.
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Youtube: <https://www.youtube.com/@sunriverownersassociation574/streams>

(1)

Approval of Minutes from:

June 26th Special Board Meeting

July 19th Board Work Session

July 20th Board Meeting

(3 Board Motions Required)

(2)

FINANCIAL REPORT & RESOLUTIONS

Approval of unaudited July 2024 Financials

(Board Motion Required)

INTEROFFICE MEMORANDUM

TO: FINANCE COMMITTEE
FROM: JOE HEALY
SUBJECT: JULY 31, 2024 YEAR-TO-DATE UNAUDITED FINANCIALS
DATE: 8/12/2024

Income Statement

For the month ended July 31, 2024, there was a net operating surplus of \$155,981 which was \$38,943 better than the budget. Operating revenues were over budget by \$4,875. Salaries and burden were under budget by a combined \$11,172 due to savings in burden. Materials and services were over budget by \$18,385 due to the timing of month-end close.

For the first seven months of 2024, there was a net surplus of \$118,169 which was \$152,603 better than the budget. Operating revenues were over budget by \$22,934 mainly due to SHARC admissions, Scene advertising and ladder fuel compliance fines. There have been thirty-four less RPP passes sold in 2024 compared to the same time frame as 2023. Salaries and burden were under budget by a combined \$192,802 through the first seven months of 2024 mainly due to open f/t positions in public works and recreation. Materials and services were over budget by \$24,097 due to sanding cinder/deicer, pool chemicals fuel and building supplies. Legal fees were over budget by \$55,281 through the first seven months.

As of this report date 162 homes have been converted to bulk fiber and transitioned to SROA's master billing account.

As of July 31, 2024, there was a combined operating and non-operating surplus of \$1,523,608 which was \$219,985 better than budget.

Balance Sheet/Investments

Total assets as of July 31, 2024, were \$39,685,927. Cash and investments totaled \$17,437,142, a decrease of \$324,292 from June. As of July 31, 2024, there was \$16,938,034 invested in Federated Hermes Government Obligations Fund and US Treasuries with durations between 90-day and 5-years with an annual yield of 5.09%. Construction in progress items included public works building, SHARC/Admin office design, and SHARC boiler. Annual storage space billings were processed in July.

Sunriver Owners Association

Key Data Sheet

July 31, 2024

OPERATING	Current Month			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Operating Revenue	\$1,510,155	\$1,505,280	\$4,875	\$8,212,813	\$8,189,879	\$22,934
Total Operating Expenses *	\$1,354,174	\$1,388,242	\$34,068	\$8,094,644	\$8,224,313	\$129,669
Operating Budget Surplus / (Deficit)	\$155,981	\$117,038	\$38,943	\$118,169	(\$34,434)	\$152,603

NON-OPERATING	Current Month			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Total Non-Operating Revenue *	\$392,541	\$383,262	\$9,279	\$2,787,692	\$2,731,833	\$55,859
Total Non-Operating Expenses	\$205,899	\$209,825	\$3,926	\$1,382,252	\$1,393,775	\$11,523
Non-Op Budget Surplus / (Deficit)	\$186,642	\$173,437	\$13,205	\$1,405,440	\$1,338,058	\$67,382
Total Surplus / (Deficit)	\$342,623	\$290,475	\$52,148	\$1,523,608	\$1,303,624	\$219,985

* Includes Reserve Fund Contributions of \$2,263,052

Cash/Investment Balances	As of	As of	Change	12/31/23	12/31/24
	07/31/24	07/31/23		Balance	Projection
Operating Fund	\$3,649,171	\$3,851,680	(\$202,509)	\$2,606,877	\$1,501,121
Capital Reserve Fund	\$12,212,344	\$11,322,489	\$889,855	\$12,341,858	\$12,274,944
Recreation Operating Reserve Balance	\$1,417,111	\$1,346,355	\$70,756	\$1,376,495	\$1,446,366
SHARC Reserve Balance	\$158,515	\$129,010	\$29,505	\$83,512	\$0
Total Cash/Investment Balance	\$17,437,141	\$16,649,534	\$787,607	\$16,408,742	\$15,222,431

	12/31/2023	12/31/2022	12/31/24	12/31/25	12/31/26
			Projected	Projected	Projected
Capital Reserve Percent Funded (Replacement Items & New Capital) * 70-100% Funded by 2042 per Consolidated Plan	71.3%	56.1%	67.8%	66.2%	54.8%

Replacement Reserves	As of 07/31/24
2024 Replacement Reserve Budget	\$3,166,359
YTD Expenditures	(\$250,696)
Remaining Budget - Replacement Items	\$2,915,663
2024 SHARC Replacement Reserve Budget	\$803,801
YTD Expenditures	(\$201,449)
Remaining Budget - SHARC Replacement Items	\$602,352
2024 New Capital Budget	\$2,009,524
YTD Expenditures	(\$1,262,604)
Remaining Budget - New Capital	\$746,920
Note: Funds are not transferred from Reserves to Operations until asset is placed into service	

Aging Summary (\$82,000 in Allowance for Bad Debt)					
current					
& over 30	over 60	over 90	over 120	Total	
\$30,824	\$13,543	\$2,089	\$90,031	\$136,487	

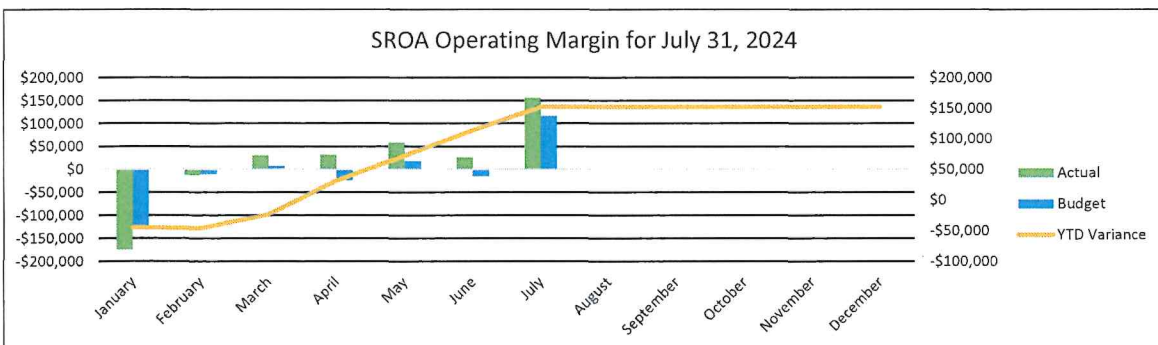
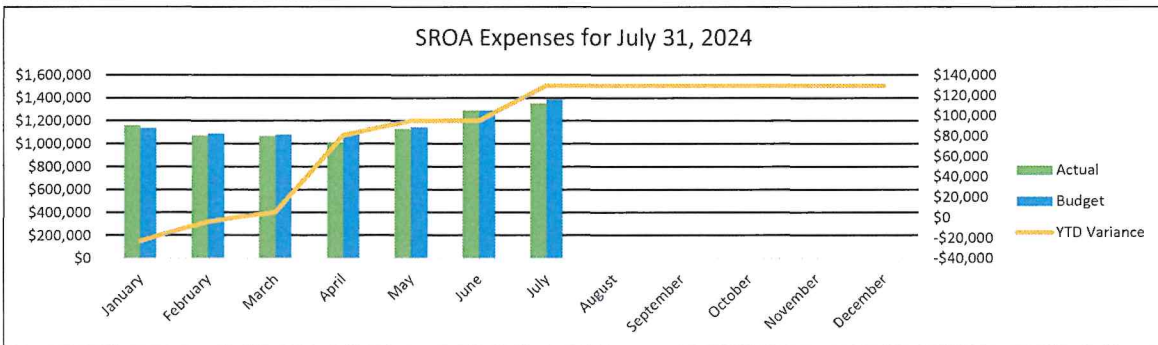
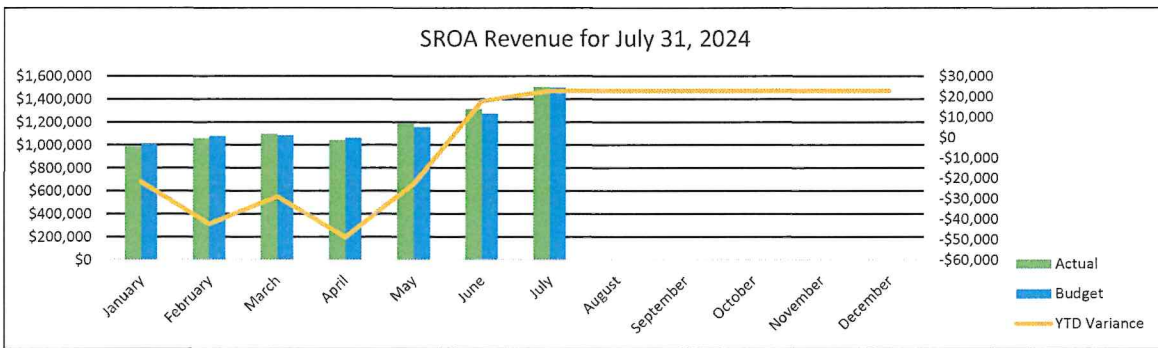
FTE (Current vs. Budget)				
	Recreation	PW/Fleet	Other	Total
Current	11.00	16.00	20.25	47.25
Budget	14.00	18.00	20.25	52.25

Recreation Pass Sales	As of	As of	Difference
	07/31/24	07/31/23	
Recreation Plus	882	916	(34)
Member Preference	6,779	6,789	(10)

SHARC Admissions (\$587k annual budget)	Current Month - 07/31/24			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
Admissions	\$247,612	\$241,418	\$6,194	\$411,651	\$379,226	\$32,425

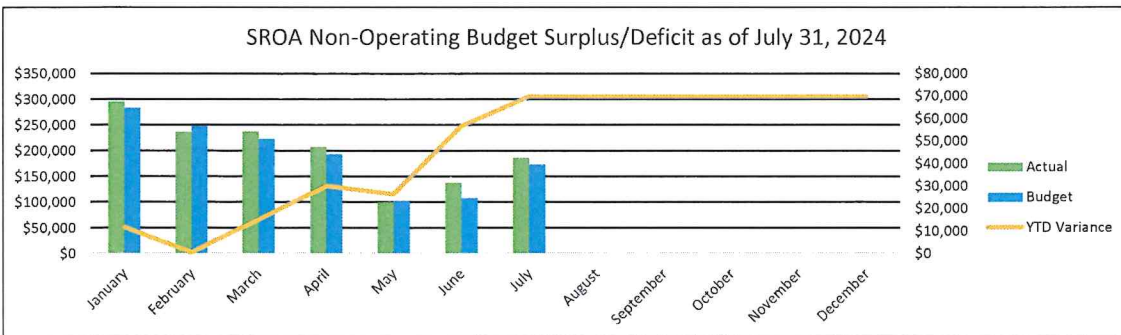
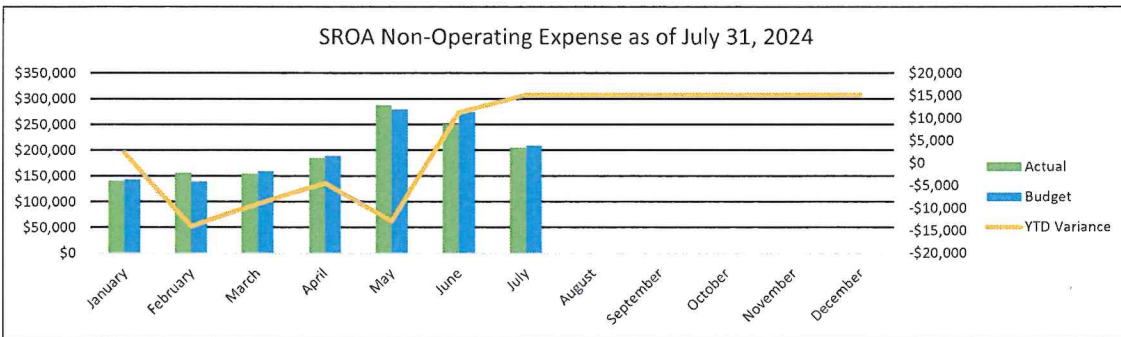
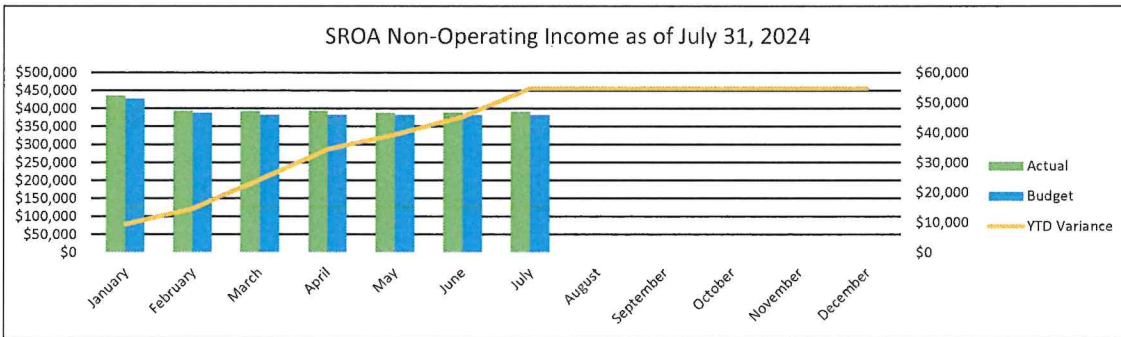
SROA Operating Income Statement as of July 31, 2024

Sources of Revenue	Current Month			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
ASSESSMENTS	\$681,473	\$681,473	\$0	\$4,770,315	\$4,770,315	\$0
PROGRAM REVENUE	\$774,174	\$776,548	-\$2,374	\$3,080,961	\$3,080,073	\$888
INTEREST INCOME - OPERATING	\$26,460	\$22,944	\$3,516	\$176,776	\$170,953	\$5,823
OTHER INCOME	\$28,048	\$24,315	\$3,733	\$184,761	\$168,538	\$16,223
Total Revenue	\$1,510,155	\$1,505,280	\$4,875	\$8,212,813	\$8,189,879	\$22,934
Department Expenses						
SALARIES	\$473,930	\$473,435	-\$495	\$2,619,281	\$2,721,885	\$102,604
BURDEN	\$125,836	\$137,503	\$11,667	\$831,740	\$921,938	\$90,198
MATERIALS & SERVICES	\$359,626	\$378,011	\$18,385	\$1,809,536	\$1,785,439	-\$24,097
Total Department Expenses	\$959,392	\$988,949	\$29,557	\$5,260,557	\$5,429,262	\$168,705
Non-Department Expenses						
INSURANCE & LEGAL	\$57,771	\$62,500	\$4,729	\$476,877	\$437,500	-\$39,377
OTHER EXPENSES	\$13,718	\$13,500	-\$218	\$94,158	\$94,500	\$342
RSRV FUND CONTRIBUTION	\$323,293	\$323,293	\$0	\$2,263,052	\$2,263,051	-\$1
Total Non-Department Expenses	\$394,782	\$399,293	\$4,511	\$2,834,087	\$2,795,051	-\$39,036
Total Operating Revenue & Expenses						
Total Operating Revenue	\$1,510,155	\$1,505,280	\$4,875	\$8,212,813	\$8,189,879	\$22,934
Total Operating Expenses	\$1,354,174	\$1,388,242	\$34,068	\$8,094,644	\$8,224,313	\$129,669
Operating Budget Surplus / (Deficit)	\$155,981	\$117,038	\$38,943	\$118,169	-\$34,434	\$152,603



SROA Non-Operating Income Statement as of July 31, 2024

Non-Operating Revenue	Current Month			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
INTEREST INCOME - SKY PARK	\$230	\$175	\$55	\$1,405	\$1,225	\$180
SKY PARK ASSESSMENT	\$1,794	\$1,794	\$0	\$12,556	\$12,556	\$0
INTEREST INCOME - CAS	\$48,283	\$40,000	\$8,283	\$327,928	\$285,000	\$42,928
SPECIAL ASSESSMENT	\$18,941	\$18,000	\$941	\$182,751	\$170,000	\$12,751
REGULAR REPLACEMENT RESERVE	\$323,293	\$323,293	\$0	\$2,263,052	\$2,263,052	\$0
Total Revenue	\$392,541	\$383,262	\$9,279	\$2,787,692	\$2,731,833	\$55,859
Non-Operating Expenses						
DEPRECIATION	\$136,419	\$138,325	\$1,906	\$972,187	\$968,275	-\$3,912
GAIN/LOSS ON SALE OF ASSET	\$0	\$0	\$0	-\$11,000	\$0	\$11,000
SKY PARK EXPENSES	\$1,800	\$0	-\$1,800	\$52,828	\$50,000	-\$2,828
RESERVE BANK CHARGES	\$1,624	\$1,500	-\$124	\$11,207	\$10,500	-\$707
LADDER FUEL REDUCTION	\$66,056	\$70,000	\$3,944	\$124,956	\$130,000	\$5,044
ROAD & PATHWAY PROJECT	\$0	\$0	\$0	\$232,074	\$235,000	\$2,926
GRANT REVENUE	\$0	\$0	\$0	\$0	\$0	\$0
OTHER RESERVE EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$205,899	\$209,825	\$3,926	\$1,382,252	\$1,393,775	\$11,523
Other Reserve Expense						
Total Non-Operating Revenue	\$392,541	\$383,262	\$9,279	\$2,787,692	\$2,731,833	\$55,859
Total Non-Operating Expenses	\$205,899	\$209,825	\$3,926	\$1,382,252	\$1,393,775	\$11,523
Non-Op Budget Surplus / (Deficit)	\$186,642	\$173,437	\$13,205	\$1,405,440	\$1,338,058	\$67,382
Oper & Non-Oper Surplus / (Deficit)	\$342,623	\$290,475	\$52,148	\$1,523,608	\$1,303,624	\$219,985



SROA Balance Sheet as of July 31, 2024

Assets

Accounts	Current Month	Previous Month	Change in Balance	Comments
CASH & INVESTMENTS				
OPERATING FUND - UNRESTRICTED	\$3,649,171	\$3,947,944	-\$298,773	Operations
OPER. RESERVE FUND - RESTRICTED	\$1,417,111	\$1,411,252	\$5,859	
RESERVE FUND - RESTRICTED	\$12,212,344	\$12,255,067	-\$42,723	
SHARC RESERVE FUND - RESTRICTED	\$158,515	\$147,171	\$11,344	
TOTAL CASH AND INVESTMENTS	\$17,437,142	\$17,761,434	-\$324,292	
RECEIVABLES				
A/R MISC	\$1,545	\$2,072	-\$527	
NSF CHECKS	\$273	-\$66	\$339	
MAINT FUND RECEIVABLES	\$136,487	\$132,201	\$4,286	
A/R RECREATION RECEIVABLES	\$163,710	\$163,710	\$0	3rd payment due 8-1-24
INVESTMENT INT RECEIVABLE	\$42,241	\$79,558	-\$37,317	Investment interest payments received
CABLE TV ROW FEE RECEIVABLE	\$0	\$26,668	-\$26,668	ROW fee payment received
DUE FROM SSD	\$9,810	\$16,277	-\$6,467	
RESERVE - UNCOLLECTIBLES	-\$82,000	-\$82,000	\$0	
TOTAL RECEIVABLES	\$272,065	\$338,421	-\$66,356	
INVENTORY				
FUEL INVENTORY	\$17,502	\$10,256	\$7,246	
MERCHANDISE INVENTORY	\$58,367	\$66,561	-\$8,194	
TOTAL INVENTORY	\$75,869	\$76,817	-\$948	
FIXED ASSETS				
REAL PROPERTY	\$27,627,309	\$27,627,309	\$0	
CAPITAL EQUIPMENT	\$7,873,058	\$7,873,058	\$0	
CONSTRUCTION IN PROGRESS	\$2,616,748	\$2,326,535	\$290,213	PW building, SHARC boiler
ACCUMULATED DEPRECIATION	-\$16,554,320	-\$16,417,901	-\$136,419	
TOTAL FIXED ASSETS	\$21,562,796	\$21,409,001	\$153,795	
OTHER ASSETS				
PREPAID INSURANCE	\$231,387	\$276,216	-\$44,829	
OTHER PREPAID EXPENSES	\$106,669	\$123,315	-\$16,646	
TOTAL OTHER ASSETS	\$338,056	\$399,530	-\$61,474	
TOTAL ASSETS	\$39,685,927	\$39,985,203	-\$299,276	

SROA Balance Sheet as of July 31, 2024

Liabilities

Accounts	Current Month	Previous Month	Change in Balance	Comments
ACCOUNTS PAYABLE	\$157,293	\$252,412	-\$95,119	Timing of m/e close
ACCRUED LIABILITIES				
VACATION PAY	\$234,348	\$234,729	-\$381	
PAYROLL TAXES AND BENEFITS	\$270,651	\$254,935	\$15,716	
TOTAL ACCRUED LIABILITIES	\$504,999	\$489,664	\$15,335	
DEPOSITS				
LEASE	\$7,500	\$7,500	\$0	
ESCROW, SHARC RENTAL	\$157,616	\$153,271	\$4,345	
TOTAL DEPOSITS	\$165,116	\$160,771	\$4,345	
DEFERRED REVENUE				
DEF REV - MAINTENANCE FUND	\$2,499,755	\$2,972,352	-\$472,597	Monthly recognition of revenue
DEF REV - MEMBER PREFERENCE	\$244,881	\$253,095	-\$8,214	Monthly recognition of revenue
DEF REV - RECREATION PLUS	\$1,052,431	\$1,251,672	-\$199,241	Monthly recognition of revenue
DEF REV - CAMP	\$5,097	\$5,097	\$0	
DEF REV - GIFT CARD	\$8,624	\$7,994	\$630	
DEF REV - RV STORAGE	\$112,960	\$0	\$112,960	Annual billing
DEF REV - SPECIAL ASSESSMENT	\$0	\$0	\$0	
TOTAL DEFERRED REVENUE	\$3,923,748	\$4,490,210	-\$566,462	
TOTAL LIABILITIES	\$4,751,156	\$5,393,057	-\$641,901	
RETAINED EARNINGS	\$33,411,159	\$33,411,159	\$0	
SURPLUS/(DEFICIT) CURR YR	\$1,523,612	\$1,180,987	\$342,625	
TOTAL RETAINED EARNINGS	\$34,934,771	\$34,592,146	\$342,625	
TOTAL LIABILITIES AND RETAINED EARNINGS	\$39,685,927	\$39,985,203	-\$299,276	

SROA Cash Balances as of July 31, 2024

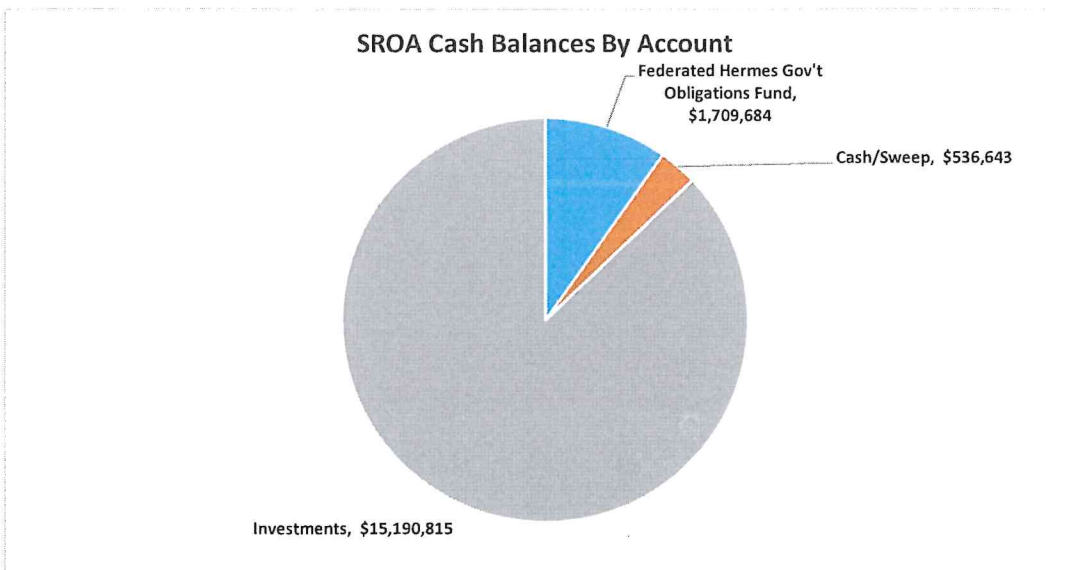
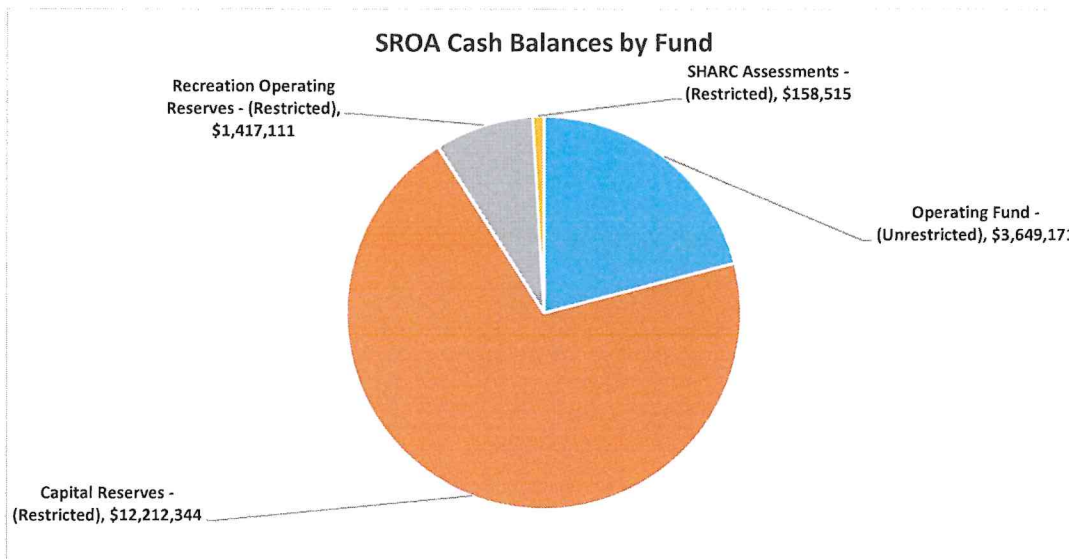
Fund Name	This Month Balance	Last Month Balance	Change in Balance
Operating Fund - (Unrestricted)	\$3,649,171	\$3,947,944	-\$298,773
Capital Reserves - (Restricted)	\$12,212,344	\$12,255,067	-\$42,723
Recreation Operating Reserves - (Restricted)	\$1,417,111	\$1,411,252	\$5,859
SHARC Assessments - (Restricted)	\$158,515	\$147,171	\$11,344
Total	\$17,437,142	\$17,761,434	-\$324,293

July 31, 2023
\$3,851,680
\$11,322,489
\$1,346,355
\$129,010
\$16,649,534

Account Holdings	This Month Balance	Last Month Balance	Change in Balance
Federated Hermes Gov't Obligations Fund	\$1,709,684	\$710,358	\$999,326
Cash/Sweep	\$536,643	\$181,007	\$355,636
Investments	\$15,190,815	\$16,870,070	-\$1,679,255
Total	\$17,437,142	\$17,761,434	-\$324,293

July 31, 2023
\$388,972
\$331,183
\$15,929,379
\$16,649,534

FIW Monthly Fees



SROA REVENUES Detail July 31, 2024

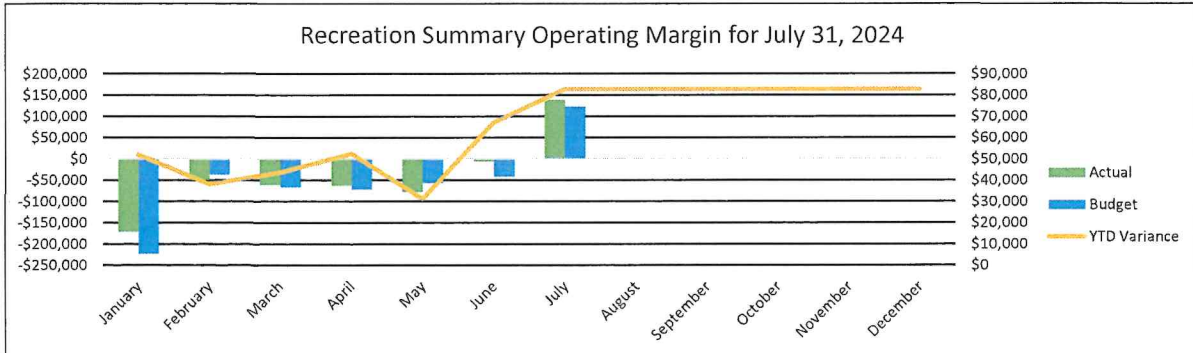
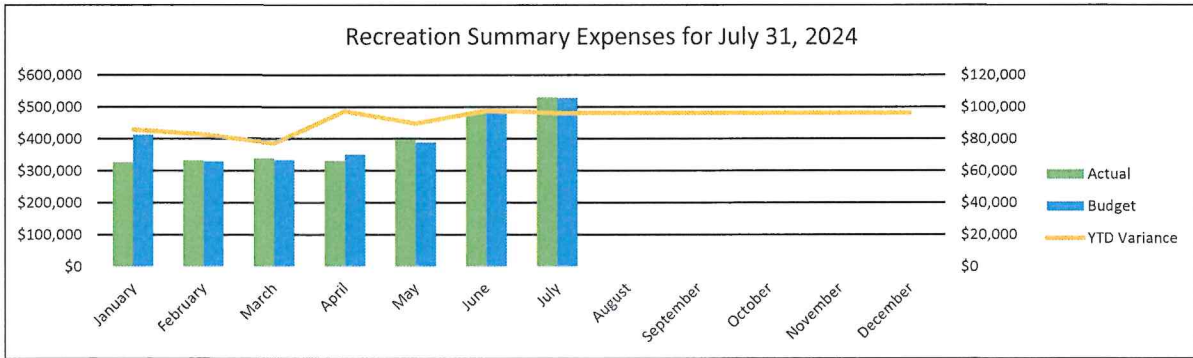
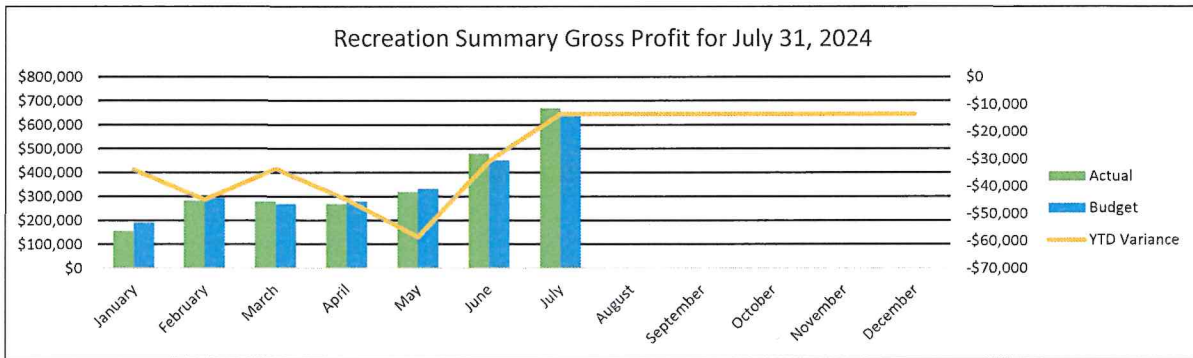
Sources of Revenue	Current Month			Year to Date			Comments
	Actual	Budget	Variance	Actual	Budget	Variance	
REGULAR ASSESSMENTS	\$665,795	\$665,795	\$0	\$4,660,563	\$4,660,563	\$0	
RESORT ASSESSMENTS	\$10,253	\$10,253	\$0	\$71,773	\$71,773	\$0	
COMMERCIAL ASSESSMENTS	\$5,425	\$5,425	\$0	\$37,979	\$37,979	\$0	
SKYPARK ASSESSMENTS	\$1,794	\$1,794	\$0	\$12,556	\$12,556	\$0	
FIN CHR/G/LATE FEES	\$812	\$1,250	-\$438	\$10,415	\$8,750	\$1,665	
INTEREST INC - OPERATING	\$26,460	\$22,944	\$3,516	\$176,776	\$170,953	\$5,823	Higher cash balance and rate than budgeted
INTEREST INC - SKYPARK	\$230	\$175	\$55	\$1,405	\$1,225	\$180	
INTEREST INC - RESERVE	\$48,283	\$40,000	\$8,283	\$327,928	\$285,000	\$42,928	Higher cash balance and rate than budgeted
REC PROGRAMS & FEES	\$383,148	\$383,440	-\$292	\$725,860	\$694,270	\$31,590	Admissions, event bar/linen sales, lessons
RECREATION PLUS PROGRAM	\$226,251	\$231,097	-\$4,846	\$1,488,023	\$1,534,771	-\$46,748	96.8% of goal
MEMBER PREFERENCE	\$92,249	\$92,661	-\$412	\$348,454	\$350,062	-\$1,608	93.9% of goal
SPACE RENTAL	\$1,250	\$1,250	\$0	\$48,750	\$48,750	\$0	
SCENE ADVERTISING	\$27,882	\$23,000	\$4,882	\$174,351	\$153,000	\$21,351	Advertising revenue ahead of goal
RV STORAGE	\$13,234	\$11,875	\$1,359	\$70,843	\$68,875	\$1,968	
DESIGN REVIEW	\$17,750	\$22,500	-\$4,750	\$112,466	\$151,625	-\$39,159	Less design review fees/permits
CONTRACTOR REGISTRATION	\$600	\$525	\$75	\$13,350	\$7,050	\$6,300	Contractor parking passes
FINES	\$960	\$1,000	-\$40	\$44,295	\$12,750	\$31,545	Ladder fuel fines
A/V REVENUE	\$150	\$50	\$100	\$1,650	\$350	\$1,300	
PARK RESERVATIONS	\$1,575	\$2,000	-\$425	\$11,250	\$7,750	\$3,500	
TRAIL USE FEES	\$0	\$0	\$0	\$0	\$0	\$0	
RIGHT OF WAY FEE	\$4,591	\$0	\$4,591	\$64,112	\$57,000	\$7,112	TDS billings
SUNRIVER SERVICE DISTRICT	\$9,125	\$7,100	\$2,025	\$41,214	\$49,700	-\$8,486	Less vehicle repairs than budgeted
LA PINE REPAIRS	\$0	\$0	\$0	\$0	\$0	\$0	
SPECIAL ASSESSMENTS	\$18,941	\$18,000	\$941	\$182,751	\$170,000	\$12,751	Additional SHARC payoffs
MISC INCOME	\$22,646	\$23,115	-\$469	\$110,689	\$103,908	\$6,781	
Total Revenue	\$1,579,404	\$1,565,249	\$14,155	\$8,737,453	\$8,658,660	\$78,793	

SROA Expense Detail July 31, 2024

Expense Categories	Current Month			Year to Date			Comments
	Actual	Budget	Variance	Actual	Budget	Variance	
ADMINISTRATION	\$120,061	\$130,815	\$10,754	\$816,044	\$886,206	\$70,162	Open position (2 months), computer supplies under budget
INSURANCE	\$47,886	\$50,000	\$2,114	\$334,096	\$350,000	\$15,904	Premium less than budget
ADMINISTRATION BUILDING MAINTENANCE	\$5,024	\$4,756	-\$268	\$35,619	\$34,050	-\$1,569	
COMMUNICATIONS	\$28,584	\$29,763	\$1,179	\$211,315	\$222,889	\$11,574	Labor, advertising expense savings
LEGAL	\$9,885	\$12,500	\$2,615	\$142,781	\$87,500	-\$55,281	95% of annual budget
NORTH POOL MAINTENANCE	\$14,146	\$7,573	-\$6,573	\$58,676	\$45,987	-\$12,689	Labor allocation, building supplies
TENNIS MAINTENANCE	\$193	\$1,336	\$1,143	\$1,986	\$8,744	\$6,758	Labor allocation
PUBLIC WORKS/ROAD MAINT	\$101,658	\$112,640	\$10,982	\$730,240	\$680,213	-\$50,027	Labor, overtime, deicer/fuel due to winter storm
PATHWAY MAINTENANCE	\$8,916	\$7,745	-\$1,171	\$29,986	\$50,034	\$20,048	Labor allocation
PARKS MAINTENANCE	\$24,933	\$14,178	-\$10,755	\$61,782	\$73,007	\$11,225	Labor allocation
SKYPARK	\$1,800	\$0	-\$1,800	\$52,828	\$50,000	-\$2,828	
STORAGE YARD	\$2,741	\$1,773	-\$968	\$7,923	\$12,127	\$4,204	
ROAD RESURFACING	\$19	\$9,018	\$8,999	\$13,815	\$17,248	\$3,433	
SHARC MAINTENANCE	\$33,488	\$39,920	\$6,432	\$267,184	\$255,082	-\$12,102	Labor allocation, building supplies, contract services
NORTH POOL REC	\$62,310	\$56,778	-\$5,532	\$150,461	\$130,843	-\$19,618	Labor over budget, chemicals
TENNIS REC	\$18,767	\$18,615	-\$152	\$39,787	\$36,588	-\$3,199	
RECREATION MGMT/SHARC	\$303,008	\$304,809	\$1,801	\$1,524,140	\$1,622,197	\$98,057	Labor and burden savings
COMMUNITY DEVELOPMENT	\$33,276	\$30,033	-\$3,243	\$225,724	\$213,281	-\$12,443	Vacation accrual
NATURAL RESOURCES	\$39,898	\$40,714	\$816	\$332,672	\$346,585	\$13,913	Contract services, schools and training, noxious weeds
FLEET SERVICES	\$35,380	\$46,264	\$10,884	\$285,141	\$332,700	\$47,559	Labor allocation
ACCOUNTING	\$46,800	\$43,268	-\$3,532	\$341,811	\$330,240	-\$11,571	Collection attorney
PPD DUES EXPENSE	\$13,718	\$13,500	-\$218	\$94,158	\$94,500	\$342	
DEPRECIATION	\$136,419	\$138,325	\$1,906	\$972,187	\$968,275	-\$3,912	
ROAD/PATHWAY PROJECTS & LFR	\$66,056	\$70,000	\$3,944	\$357,030	\$365,000	\$7,970	Timing of LFR contracts
Total Expense	\$1,154,966	\$1,184,323	\$29,357	\$7,087,386	\$7,213,296	\$125,910	

Recreation Summary July 31, 2024

Sources of Revenue	Current Month			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
GATE FEE, ACCESS, PROGRAM	\$703,021	\$701,898	\$1,123	\$2,536,623	\$2,563,703	-\$27,080
MISCELLANEOUS INCOME	\$0	\$0	\$0	\$76	\$0	\$76
Total Revenue	\$703,021	\$701,898	\$1,123	\$2,536,699	\$2,563,703	-\$27,004
Cost of Goods Sold						
RECREATION COGS	\$32,977	\$49,213	\$16,236	\$77,953	\$91,503	\$13,550
Gross Profit	\$670,044	\$652,685	\$17,359	\$2,458,746	\$2,472,200	-\$13,454
Expense Categories						
REC ADMIN/SHARC OPERATIONS	\$303,008	\$304,809	\$1,801	\$1,524,140	\$1,622,197	\$98,057
NORTH POOL OPERATIONS	\$62,310	\$56,778	-\$5,532	\$150,461	\$130,843	-\$19,618
TENNIS OPERATIONS	\$18,767	\$18,615	-\$152	\$39,787	\$36,588	-\$3,199
SHARC MAINTENANCE	\$33,488	\$39,920	\$6,432	\$267,184	\$255,082	-\$12,102
NORTH POOL MAINTENANCE	\$14,146	\$7,573	-\$6,573	\$58,676	\$45,987	-\$12,689
TENNIS MAINTENANCE	\$193	\$1,336	\$1,143	\$1,986	\$8,744	\$6,758
DEPRECIATION	\$98,713	\$100,125	\$1,412	\$703,299	\$700,875	-\$2,424
Total Expenses	\$530,625	\$529,156	-\$1,469	\$2,745,533	\$2,800,316	\$54,783
Total Revenue & Expenses						
Gross Profit	\$670,044	\$652,685	\$17,359	\$2,458,746	\$2,472,200	-\$13,454
Total Expenses	\$530,625	\$529,156	-\$1,469	\$2,745,533	\$2,800,316	\$54,783
Gross Profit - Expenses	\$139,419	\$123,529	\$15,890	-\$286,787	-\$328,116	\$41,329



PW Summary July 31, 2024

Expense Categories	Current Month			Year to Date		
	Actual	Budget	Variance	Actual	Budget	Variance
PW ADMIN / ROAD MAINTENANCE	\$101,658	\$112,640	\$10,982	\$730,240	\$680,213	-\$50,027
PATHWAY MAINTENANCE	\$8,916	\$7,745	-\$1,171	\$29,986	\$50,034	\$20,048
PARK MAINTENANCE	\$24,933	\$14,178	-\$10,755	\$61,782	\$73,007	\$11,225
STORAGE YARD	\$2,741	\$1,773	-\$968	\$7,923	\$12,127	\$4,204
ROAD RESURFACING	\$19	\$9,018	\$8,999	\$13,815	\$17,248	\$3,433
FLEET SERVICES	\$35,380	\$46,264	\$10,884	\$285,141	\$332,700	\$47,559
Total Expenses	\$173,647	\$191,618	\$17,971	\$1,128,887	\$1,165,329	\$36,442

(3)
GENERAL MANAGER
AND
DEPARTMENT REPORTS

**(For informational purposes only, No Board action
required.)**

SUNRIVER OWNERS ASSOCIATION
Board of Directors Meeting
August 17, 2024
General Manager's July 2024 Activity Report

▪ **Administration**

- Regular monthly meeting with the Sunriver-La Pine Economic Development (SLED) Board regarding coordination with south county efforts economic development. This will continue to be a *monthly on-going participation*.
- Continued (monthly) follow-up work with SROA Legal Counsel regarding fine/fee lawsuits, HR issues, litigation and more – multiple meetings regarding ongoing litigation and new threats.
- Attend and participate in the following monthly SROA Committee, Task Force and Work Group meetings as necessary: Strategic Plan Task Force, Finance Committee.
- Met with landscape architects regarding Winners Circle Park design, landscaping for new Public Works building and a conceptual Fort Rock Park master plan.
- Multiple meeting with legal and PUC staff, including a settlement hearing, regarding Sunriver Water's proposed rate increase.
- Follow up review with staff on the designs for future remodeling at SROA Administration building and SHARC. Includes reviewing contractor bids and meeting with contractors.
- Participated in on-going Newberry Regional Partnership Strategic Action Plan for south Deschutes County.
- Met with Sunriver Resort staff regarding multiple management, coordination and enforcement issues.
- Met with Denease Schiffman, Village manager, regarding summer coordination.
- Multiple meetings with consultant (and Kellie Allen) for the wage analysis. This also includes internal staff meetings with some department heads in this same regard – for response to consultant.
- Met with Sunriver Utilities, Sunriver Resort and Sunriver owners regarding proposals to restore Woodlands golf course pond #9 so that it holds water.
- Ongoing/regular monthly meetings with TDS Staff regarding the physical construction and eventual migration of owners to fiber and SROA account (although this was cancelled in July) - ongoing.
- Coordinated with SRPD regarding an enforcement/criminal issue.
- Participated in interview for replacement database coordinator..

▪ **Accounting:**

- Presented unaudited financial statements for month ended June 30, 2024.
- Continued billing process for bulk fiber to home accounts.
- Invoiced annual RV/Storage space.
- Processing Recreation receipts.

- **IT:**
 - Outages
 - Intermittent hardware issues with individual Point of Sale (POS) devices from “Alpha Card ”at The SHARC. Temporary fixes applied as encountered. Investigating new standard hardware solution –potentially a standard device from “Verifone.”
 - Information Technology
 - Staffing changes
 - Desktop Services Technician -Richie Villagrana- recent OSU Computer Science graduate- started the end of July. Onboarding has begun.
 - Database Engineer Gabe Rice has left SROA for another position. We have posted and are interviewing for a replacement. In the interim we have brought on “Xtivia” as a managed service to provide Database support. This is a contract/service that can be cancelled with 30-day ' notice without penalty.
 - Technology refresh
 - Approved New Audio Video proposal for SHARC.
 - Targeting installation October/November 2024.
 - Negotiated a \$5K discount .
 - Updating system backup procedure/approach for multiple IT Systems.
 - Research/ Training
 - Azure Administrator Training Continued.
 - Community Development/SROA Database/GIS
 - Community Development
 - Met with Tetra Tech to discuss GIS Mapping- data input via iPad.
 - Reports.
 - Database
 - "Xtivia” as a managed service will provide Database support as a short-term solution.
 - GIS
 - Resolved Tetra Tech VPN Access issue-again.
 - Training/Research
 - MS Azure – continued training to learn how to migrate on premise Database to cloud based solution.
- **Communications:**
 - Scene:
 - July Scene advertising was \$27,548 (\$22,352 for July 2023).
 - There were 215 reads of the June online Scene. Readership from afar included the Philippines, India and Spain.
 - Web sites / social media: In the past 30 days...
 - 37,000 website visits included users from Canada, Philippines, UK, France, Australia and India.
 - SROA top pages: Weather, Member Pool, pickleball, boat launch.

- SHARC top pages: Today's Operations, admission rates, recreation swim, plan your visit.
- Social media: No fireworks, Turf Tunes, toad migration, SHARC member fitness classes, lifeguard day, SROA annual meeting, Uncorked early bird tickets, Sunriver Slam pickleball tournament, biking/parking at SHARC.
- Eblasts included: board candidates, no fireworks, pathway safety, Turf Tunes concerts, early bird Uncorked tickets, committee volunteers needed, War on Weeds, illegal swan feeding, recycling center closure, SROA strategic plan, ballots, owner happy hour.
- **Projects:**
 - Made additional updates to forms related to the new Design Manual.
 - Designed A-frame signage for Uncorked.
 - Designed new SHARC rack cards (these are distributed in those tourism racks around Central Oregon).
 - Designed new Benham Hall event space brochure.
 - Created signage and banner for the October 31 closure of the recycling center. Also posted to website and revamped trash/recycling page to reflect changes, posted to NextDoor, social media, etc.
 - Created signage of rules related to SHARC's floating "cookie" logs and shark in the leisure pool (it's quite popular but apparently there's been too much rough housing going on).
 - Designed noxious weed postcards to mail to non-compliant properties.
- **Community Development:**
 - Design Committee meetings are continuing to occur on a regular schedule, with multiple items on each agenda – there were (3) three submittals for the first meeting in July. There were no projects submitted for the second meeting. No meeting was held.
 - There are currently (end of July) approximately 301 active projects/building permits (up by 4 from the previous month of June).
 - The number of applications submitted in July was up slightly from the same month in 2023 – from 92 in 2023 to 124 in 2024.
 - Continued issuing compliance letters for design and rule violations.
 - Participated in Magistrate Hearings on violations and citations.
 - Continued modifying new application forms and informational handouts.
 - Continue to provide updates to the Design Committee on the procedural elements in the new design manual and how staff will convey those to the owners.
 - There are still 99 homes identified by the annual paint survey that have not been painted. A third letter has been sent. Staff is continuing to perform inspections.
 - The Design Committee is drafting a rule relative to fencing on non-single residential properties.
 - Proposed rule change of Magistrate procedures/citation forms has been given to the Covenants Committee for review.

- **Natural Resources:**
 - Continued 2024 commons ladder fuels reduction (LFR) and tree thinning contracts.
 - Continued private property noxious weed inspections.
 - Prepared and mailed LFR violations.
 - Prepared and mailed noxious weed deficiency letters.
 - Prepared and mailed noxious weed courtesy letters.
 - Sprayed noxious weeds on commons.
 - Planned for 24th annual War on Weeds (WOW). WOW is August 1 – 14.
 - Performed site visits regarding tree removal requests and LFR compliance on private properties.

- **Public Works:**
 - Parks/Commons/Tennis
 - Fort Rock Park plan design with three concepts delivered.
 - The dog park drinking fountain installed.
 - Wood chips spread in the dog park.
 - First loads of dirt delivered to Winners Circle for new pocket park.
 - 10 new way finding kiosks installed 14 to go. Signs will be installed upon arrival.
 - All sport courts cleaned weekly with extra care needed for tennis tournaments.
 - Fort Rock Ballfield graded with new bases installed.
 - The waterfall sign refreshed, looks great.
 - Pathway/Roads
 - Road/Pathway crack sealing 100% completed for 2024.
 - Layout and road striping for all of Sunriver.
 - Surface treatment of Sky Park tarmac, and taxi way completed.
 - 4.5 miles of pathway sealing with work to start in June completed and look great.
 - Circle 2-3 pathway evaluation in process.
 - Ladder fuels underway.
 - Received bids and selected a contractor for FDR road project including Circle 7, Sun Eagle, and drive lanes for PW.
 - Crosswalks and shark teeth installed on newly slurried roads.
 - Fleet
 - FD ambulance suspension repairs.
 - Wildfire engine radiator replaced.
 - New sander/plow truck chassis completed now shipped and started to be buildout.
 - New carwash equipment installation per reserves ongoing expect to complete in August.
 - Facilities/Aquatics:
 - SHARC
 - Outdoor pool heater replaced with not out of service time.
 - Indoor pool defender precoat valve repaired.

- Received and installed new float features.
 - Slide refinishing to begin September 3rd.
 - MEMBERS POOL
 - UV unit maintenance and repairs completed.
 - Public Works Building:
 - On time completion for October.
 - Roof and siding completed along with internal framing.
 - Miscellaneous/Other:
 - Relocated radio repeater from SRFD to PW.
 - All 3 new PW team members are officially CDL certified.

- **Recreation:**
 - Sales/Visits – YTD (7-31-2024)
 - 6,767 Memberships purchased YTD vs 2023 year-end of 7,294. An additional 557 were sold in the month of July.
 - 883 homes are enrolled for 2024 RPP; 2023 year-end total was 914.
 - 2024 SHARC saw 59,291 visits in July vs. July 2023 at 61,999 and July 2022 at 55,989.
 - 2024 Member Pool saw 8,687 visits in July vs. July 2023 at 8,984
 - Operations
 - Record high temperatures requiring extra heat precautions for all staff. Cool towels, extra breaks, extra hydration.
 - Smoke and high heat caused complications for operations. 8 modified days, 1 fully closed. July 2023 4 days modified; August 2023 12 days modified.
 - Planning underway for Sunriver Slam Pickleball and Uncorked September 13-15th
 - Open FT position: Aquatic Supervisor (2).
 - Staffing
 - Operating at fully anticipated *seasonal* summer staffing levels in order to maintain maximum open hours.

- **Board Tasks for March:**
 - There will not be an Executive Session at either the August 16th Work Session or the August 17th Business Meeting.

To: SROA Board of Directors

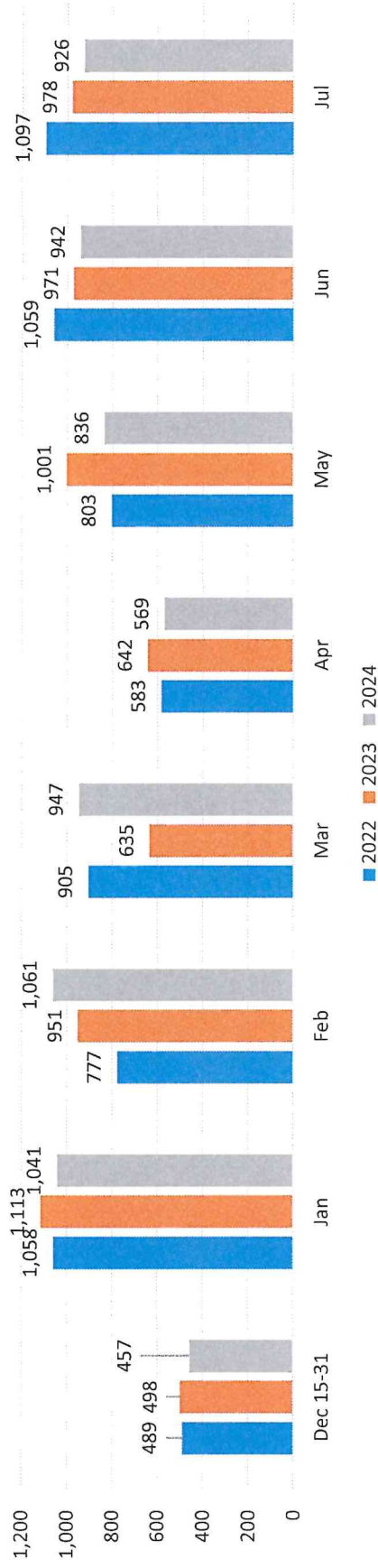
From: KEITH KESSARIS

Subject: July 2024 MEMBERSHIP SALES and ADMISSIONS ATTENDANCE

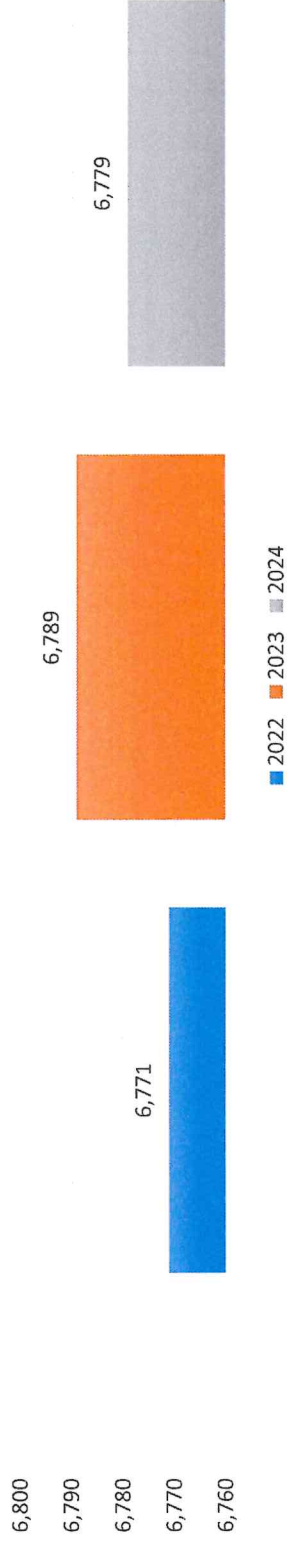
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Membership Units Issued - Highlights

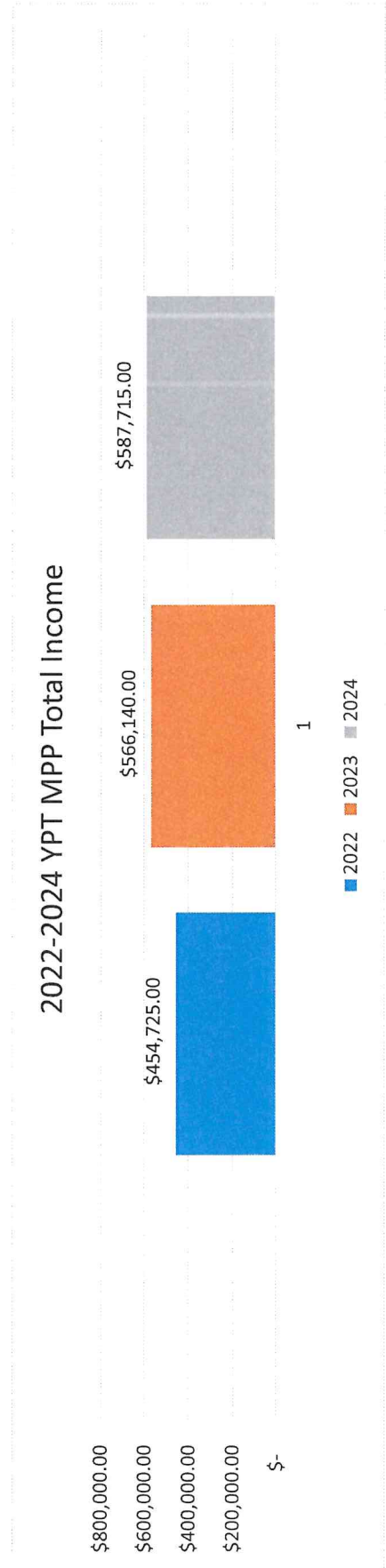
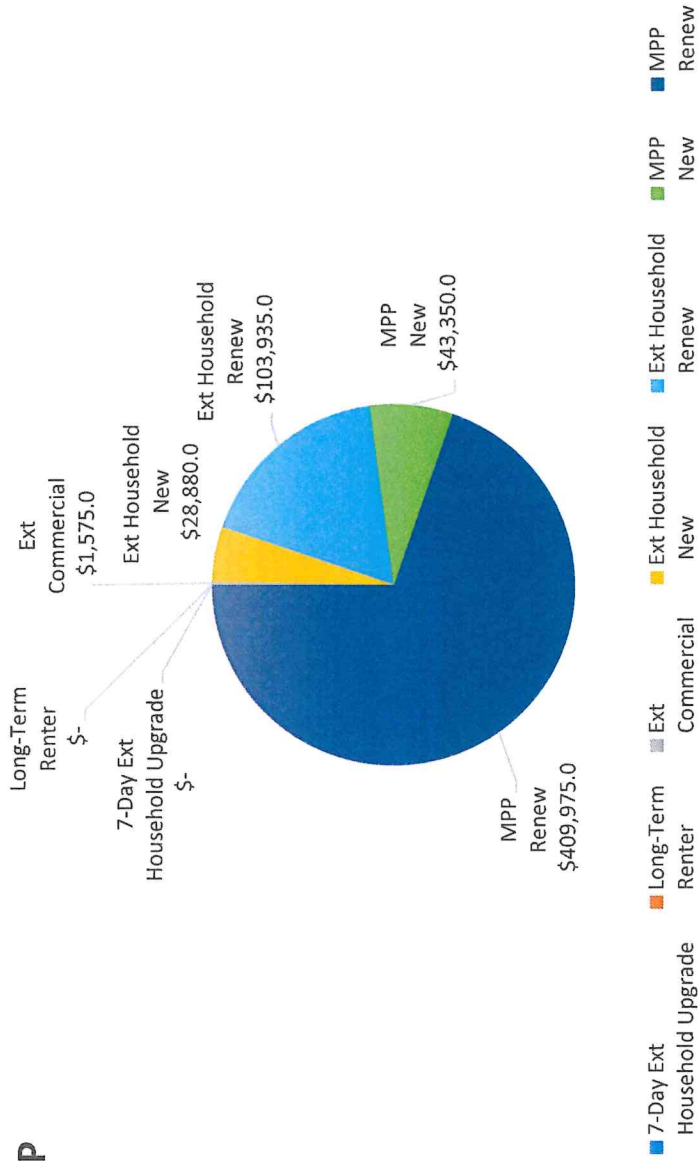
2022-2024 MPP Passes Issued By Month



2022-2024 YTD MPP Total Passes Issued



2024 YTD MPP Income % of Total



SROA Admissions Model Workgroup Monthly Recap: July 31, 2024

<u>Member Preference Membership issued - YTD as of:</u>			2024 vs 2023
	7/31/2024	7/31/2023	Variance
Member Preference - Sold YTD 2024 (New)	578	619	-41
Member Preference - Sold YTD 2024 (Re-new)	5,474	5,456	18
Member Preference - Sold YTD (New & Re-New)	6,052	6,075	-23
All membership including Extended Household/Commercial	6,821	6,825	-4
Note: Total Member Preference sold '23 = 6,477, thru 12-14-23			
Note: Total Member Preference sold '22 = 6,544, thru 12-13-22			
Note: Total Member Preference sold '21 = 6,594, thru 12-08-21			
Note: Total Member Preference sold '20 = 5,209, thru 12-14-20			
Note: Total Member Preference sold '19 = 6,550, thru 12-14-19			

<u>Recreation Plus Program - 2024 YTD Sales</u>			2024 vs 2023
	7/31/2024	7/31/2023	Variance
Rec Plus Renewals	814	856	-42
Rec Plus New	68	60	8
<i>(8 RPP enrollments in July 24' vs 3 in 23')</i>	882	916	-34

<u>2024 Recreation Program Sales YTD by bedroom</u>			
7/31/2024	New	Re-new	
One Bedrooms (4 cards, \$1,323)	0	13	
Two Bedrooms (6 cards, \$1,984)	9	134	
Three Bedrooms (8 cards, \$2,646)	38	366	
Four Bedrooms (10 cards, \$3,307)	15	203	
Five Bedrooms (12 cards, \$3,969)	4	76	
SSD Purchase	0	1	
Six Bedrooms (14 cards, \$4,630)	1	12	
Seven Bedrooms (16 cards, \$5,292)	1	6	
Eight Bedrooms (18 cards, \$5,953)	0	3	
			Combined Total
2024 YTD Total	68	814	882
2023 YTD Total	59	857	916

<u>2024 & 2023 Recreation Program Sales YTD by type</u>	7/31/2024	7/31/2023	2023 Totals
RPP's by Individual Property Owners	314	313	313
RPP's by Property Managers/Condo Assoc's	568	603	605
RPP Total - Prop Owners & Prop Mgrs.	882	916	918

Facility - Event Space Rental/A/V/Linens/Bar Sales YTD vs Budget	\$12,391	YTD Sales Total	\$81,210
2024 Event Space Rental/A/V/Linens/Bar - Annual Budget	\$115,000		
YTD % of Annual Budget	70.61%		
# of Paid Events Booked from Aug - Dec as of 07/31/24	32		

	2024	2023	
	2024 vs 2023		
	July	July	YTD
Total overall admissions @ SHARC	59,291	62,366	-3,075
Daily Admission Highlights:			
Member Preference	5,243	5,150	93
Member Guest \$ (60% discount off Gate price)	333	248	85
Extended Household (Annual)	661	521	140
Recreation Plus	41,277	44,069	-2,792
Gate Admission	8,151	7,934	217
Central Oregon Sundays - Off-Season only in 2024	n/a	n/a	#VALUE!

	2024	2023	2024 vs 2023
YTD Total SHARC Admissions - through 07/31	135,479	132,784	2,695

	2024	2023	2024 vs 2023
Member Guest Passes issued through YTD	53,730	47,820	5,910
Guest Passes redeemed at SHARC	6,570	7,056	-486
Guest Passes redeemed at Member Pool	2,815	2,548	267

	2024 YTD	2023 YTD	24 vs '23 Tot
Member Pool Attendance	11,471	11,433	38

2024 YTD Net Profit Tennis/Pickleball	\$5,469	
YTD Net Profit vs Budget - Tennis/Pickleball	(\$14,593)	(Fewer Adms, Merch, & Equip Rentals)

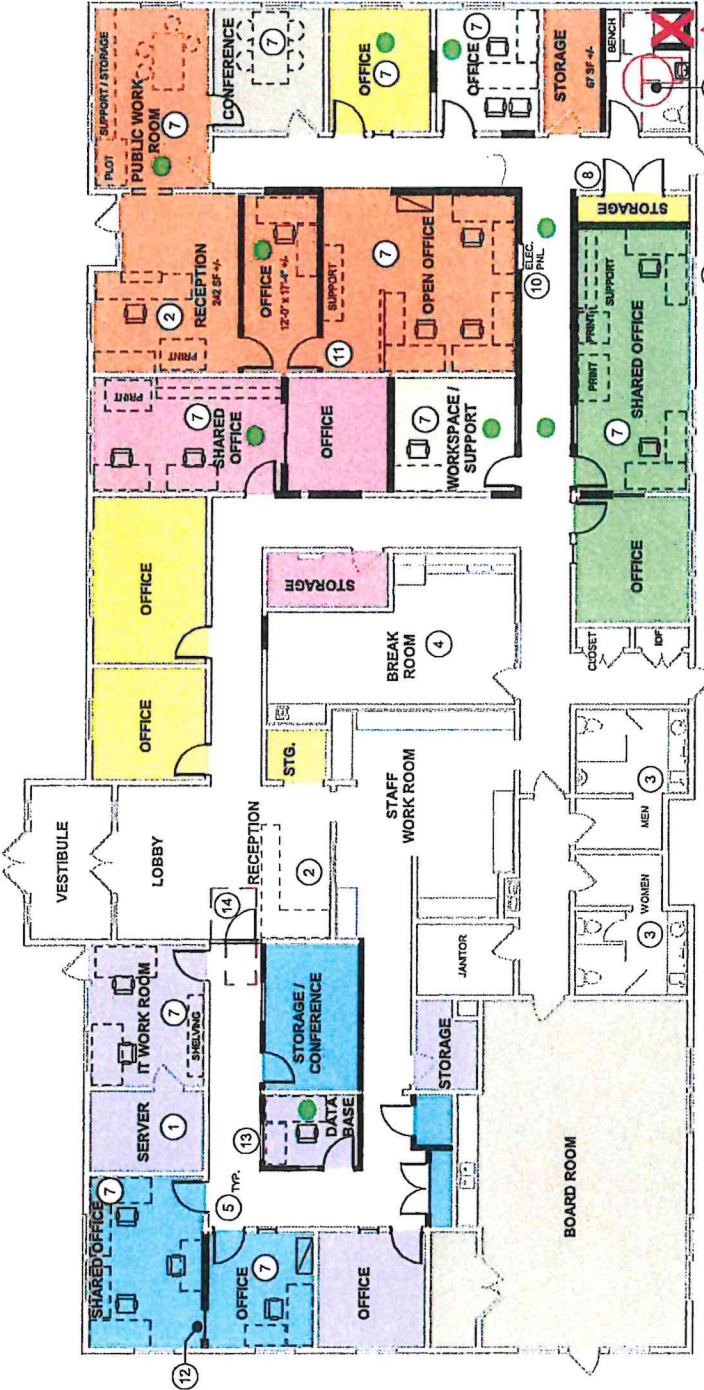
2024 Recreation Budget Goals/Year-end Totals	YTD Revenue			
	Total Budget	07/31/24	2024 Annual Bgt YTD %	2023 Annual Bgt YTD %
Note: Annual MPP, Ext. Household, Ext. Comm - Budget is:	\$632,065	\$593,335	93.87%	95.00%
Note: Annual Recreation Plus Budget is:	\$2,629,983	\$2,498,425	94.99%	99.80%
Note: Annual Gate Budget is:	\$580,357	\$411,651	70.93%	64.60%

Café	Season Sales	SROA 18%	YTD % 2023	Variance
Note: Opened Mem Day Wkd	\$379,159.52	\$68,248.69	\$51,469.39	\$16,779.30

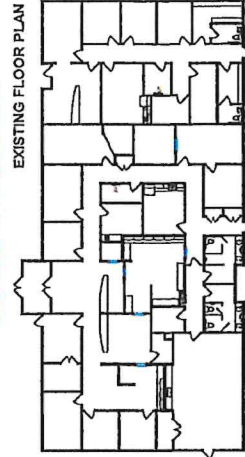
Notes:
 Light blue and bold blue colors indicates a + change from 2023 as compared with 2022 or a + \$ amount over budget
 Bold maroon color indicates a - variance in sales and attendance totals for 2023 vs 2022 YTD.
 Green color indicates a + change from the previous month for Rec Plus sales

Created: August 12, 2024 by: Keith Kessararis

PROGRAM SUMMARY - 1/22/24		
DEPARTMENT	Existing	Proposed
Administration		
Reception Desk	1	1
Workstations	0	0
Private Offices	2	3
Storage Room	1	1
Support Area - AM Staff Use	1	1
Accessibility		
Workstations	2	2
Private Office	1	1
Designated Support Area	1	1
Communications		
Workstations	2	2
Private Office	1	1
Storage Room	1	1
Designated Support Area	1	1
Community Development		
Reception Desk	1	1
Workstations	2	3
Private Office	1	1
Public Work Room	0	1
Storage Room	1	1
Designated Support Area	1	1
Human Resources		
Workstations	0	1
Private Office	1	1
Information Technology		
Workstations	3	3
Private Office	1	1
Storage Room	0	1
Server Room	1	1
Natural Resources		
Workstations	4	3
Private Office	0	1
Storage Room	0	2
Support / Storage Cabinets	1	1
Conferences Rooms	1	2
Break Room	175 SF	298 SF
Restroom with Shower	0	1
Locker Area	0	1
Additional Closet	0	1



NEW SHOWER REMOVED FROM SCOPE. EXISTING FIRE RISER LOCATED IN THIS CORNER



FLOOR PLAN LEGEND

- EXISTING WALL
- NEW WALL
- EXISTING DOOR
- NEW FULL LITE WOOD DOOR, U.N.O.
- NEW 24" W SIDELITE
- RELOCATED OR NEW INTERIOR WINDOW
- SOLAR TUBE - REQUESTED LOCATIONS

NOTES

1. EXISTING SERVER ROOM TO REMAIN
2. NEW ADA COMPLIANT RECEPTION DESK
3. EXISTING RESTROOMS WILL REQUIRE ACCESSIBILITY IMPROVEMENTS, ACCESSIBILITY STUDY TO BE COMPLETED
4. ENLARGED BREAK ROOM
5. EXISTING BREAK ROOM
6. EXISTING DOORS AT OFFICES/ CONFERENCE ROOMS TO BE REPLACED WITH FULL GLASS; ADDITION OF SIDELIGHT WHERE POSSIBLE
7. MODIFIED MEN'S LOCKER ROOM; ADA COMPLIANCE, ADDITION OF SHOWER.
8. NEW FURNITURE / CASEWORK FOR THIS DEPARTMENT / AREA
9. NEW STORAGE CLOSET
10. NEW EXTERIOR WINDOW
11. ELECTRICAL PANEL RELOCATED TO HALLWAY
12. SECONDARY DOOR
13. NEW WINDOW
14. NEW PARTIAL HEIGHT WALL AND DOOR



SRQA - ADMINISTRATIVE BUILDING

FLOOR PLAN OPTION 2C.2 - FINAL REVISED

2/5/24

**2025 SROA Administrative Office Remodel Budget
January - May timeline**

Project Expenses by category	Paid to Date	Projected Fees
Saj Architecture - Pre-Design Fees	\$24,925.00	
Saj Architecture - Construction Documentation Fees	\$29,500.00	
Saj Architecture - Permitting	\$2,010.00	\$990.00
Saj Architecture - Construction Administration	\$0.00	\$3,000.00
Mech & Elec - Engineer Fees - Sazan Group (Design Development)	\$8,800.00	
Mech & Elec - Engineer Fees - Sazan Group (Construction Documents)	\$11,000.00	
Mech & Elec - Engineer Fees - Sazan Group (Bidding & Permitting)		\$1,000.00
Mech & Elec - Engineer Fees - Sazan Group (Construction Administration)		\$2,400.00
Fortress Construction - Contractor's official bid - with ADA requirements built in & 2% contingency		\$398,697.00
Deschutes County Fees - Structural Plan Review - Intake Fee		\$1,599.65
Deschutes County Fees - Advanced Planning - Intake Fee		\$1,935.00
Deschutes County Fees - Public Information - Intake Fee		\$1,980.00
Deschutes County Fees - Code Enforcement - Intake Fee		\$1,530.00
Additional Deschutes County Permitting Fees		\$10,000.00
Various Solar Tubes to increase natural light - 5 locations (hallways and offices with no natural light)		\$5,500.00
IT Communication requirements: Cat 6 wiring, new switches, wireless, & install labor, etc		\$25,000.00
Furniture, Fixtures, & Equipment: New desks, chairs, 2 conf tables & 1 plan table, 1 Brk RM table, & shelves		\$31,000.00
Sub Total YTD	\$76,235.00	\$484,631.65

Grand Total for YTD Paid and Projected		\$560,866.65
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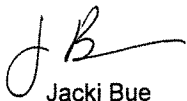
Last update: 08/12/2024

DIRECTORS REPORT FOR COMMUNITY DEVELOPMENT

JULY 2024

Line #	Community Development Activity	This Month				%Difference Current/Prior Y-T-D
		Previous month	Current	Current	Prior	
		Y-T-D	Month	Y-T-D	Y-T-D	
1	BUILDING PERMITS ISSUED FOR NEW HOMES	3	0	3	3	0%
2	NEW CONSTRUCTION SUBMITTAL	4	0	4	7	-43%
3	REPLACEMENT HOMES (NEW CONSTRUCTION)	0	0	0	0	0%
4	MINOR ADDITIONS	11	2	13	11	18%
5	ALTERATION/ADDITIONS	24	1	25	15	67%
6	COMMERCIAL PROJECTS	0	0	0	3	-100%
7	MULTI-FAMILY RESIDENCES	0	0	0	0	0%
8	COMMON AREA IMPROVEMENTS	0	0	0	0	0%
9	PRELIMINARY PROPOSALS	4	2	6	8	-25%
10	RE-REVIEW APPLICATIONS	6	1	7	4	75%
11	ADMINISTRATIVE APPROVAL APPLICATIONS	496	105	601	615	-2%
12	FOOTING INSPECTIONS PERFORMED	13	2	15	4	275%
13	FINAL INSPECTIONS PERFORMED	256	51	307	215	43%
14	ESCROW INSPECTIONS PERFORMED	29	3	32	25	28%
15	OWNER CONCERN FORMS ANSWERED	38	12	50	27	85%
16	OWNER COMPLIANCE REQUEST FORMS SENT	120	20	140	129	9%
17	CONTRACTOR REGISTRATIONS 10/1-9/30/23	212	7	219	311	-30%
18	TOTAL WARNINGS ISSUED	3	0	3	16	-81%
19	TOTAL CITATIONS ISSUED	43	12	55	42	31%
20	DESIGN REVIEW NOTICES MAILED	297	300	597	1693	-65%

ESCROW ACCOUNT BALANCE: \$114,300 AS OF 6/30/2024



Jacki Bue

Community Development Director

**SROA Natural Resources Department
July 2024**

Ladder Fuels Reduction (LFR) Program	July	Year to Date (YTD)	Previous YTD
Forest Management Permits*	46	699	962
Forest Management Notifications	3	9	NA
Courtesy Letter	0	423	601
Wildfire Outreach Self-Assessment Mailing	0	80	NA
Notice of Deficiency Advisory Letter	0	113	132
Notice of Deficiency Advisory Postcard 1	0	108	129
Notice of Deficiency Advisory Postcard 2	0	103	NA
Notice of Deficiency (30-day Notice) Letter	0	90	115
Notice of Deficiency Postcard 3	0	69	NA
Notice of Violation	36	40	61
Inspections (Final & Fall LFR, MPB, other)	76	199	205
LFR Contract Area Notification Postcard	0	230	475
Noxious Weeds Program			
Outreach Postcard	0	514	NA
Courtesy Letter	445	445	408
Notice of Deficiency Letter	86	86	108
Notice of Deficiency Reminder Postcard	0	0	0
Notice of Violation	0	0	0
Inspections	95	1,084	1,038
Firewood Permit Program			
2024 Permits issued	10	111	210

* Includes permits issued with LFR courtesy and deficiency letters

** Correction

NA Not applicable

Department Highlights:

- Continued 2024 commons ladder fuels reduction (LFR) and tree thinning contracts.
- Continued private property noxious weed inspections.
- Prepared and mailed LFR violations.
- Prepared and mailed noxious weed deficiency letters.
- Prepared and mailed noxious weed courtesy letters.
- Sprayed noxious weeds on commons.
- Planned for 24th annual War on Weeds (WOW). WOW is August 1 – 14.
- Performed site visits regarding tree removal requests and LFR compliance on private properties.

(4)
LIAISON & COMMITTEE REPORTS

MEETING MINUTES

Design

Finance

Owner Enrichment

**(For informational purposes only, no Board action
required.)**

Covenants (Met in Feb.)

Design (Meet twice a month.)

Finance (Met on Aug. 15th)

Nominating (No meeting in July)

**Owner Enrichment Committee
(No meeting in July or August)**

Covenants Committee Meeting

August 8, 2024

Present: Jim Gamble, James Lewis, Jacki Bue, Steve Pearson, Lenna Kimball,
and Tony De Alicante

Absent: Bob Nelson and Jim Tyvand

This meeting centered on a review of the proposed R&Rs Section 1 Rules and the Violation Citation.

- Discussed the differences between Option 2 and Option 3 and are both necessary.
- Discussed combining Options 2 and 3 into Option 2. The 3 options will be Option 1, pay half, Option 2, hearing before the Magistrate, and Option 3, contesting to the Judicial Council.
- Possible wording for Option 2:
 - o Appear at the hearing as scheduled on the citation in person or by counsel, in writing, by telephone, or virtually. Any supporting documentation or to request a setting-over for a later hearing date must be received by the Magistrate's clerk in an email to magistrateclerk@srowners.org or by U.S. mail 3 business days prior to the hearing. The Magistrate shall have broad discretion over the hearing process, including but not limited to: a) whether the recipient may dispute the facts in the report or whether the recipient will be limited to presenting mitigating evidence; b) whether the recipient may ask questions of the citing authority; and c) whether witnesses will be allowed and the duration of testimony. There is no appeal from the Magistrate's ruling under Option 2.
 - o James will speak with IT regarding possible issues of a citation recipient appearing at Option 2 virtually.
 - o Citation: Section 4, remove "G"
 - o Citation: Section 7, add "Allotted time is 15 minutes."
 - o Citation: NOTE: delete "contracted"
 - o Citation: Add - "For further information go to www.sunriverowners.org, Documents & Forms, Governing Documents

- **Option 1** possible rewording: The recipient may pay one-half of the Scheduled Fine as shown on the front of the citation. No hearing will be held and there is no appeal from Option No. 1.

- **Option 3** possible rewording: Formal Hearing before the Judicial Council "Contesting a fine of \$100 or more imposed by the Magistrate is subject to appeal and shall be decided by the Sunriver Judicial Council. Any person against whom a fine has been imposed under Section 1.02 B, Option No. 2. who deems that such a fine was unfairly imposed may appeal from the imposition of the fine by filing a statement with the Sunriver Judicial Council within 30 days from the date of the decision letter."

- R&Rs 1.05 Schedule of Fines
 - o Remove numbers 1-6 and replace with Class A, Class B, etc.
 - o Discussed removal of 1.05 B. as the Magistrate has no jurisdiction over traffic offenses. *James will review with the Police Chief as it relates to R&R 2.01 Motor Vehicle Violations.*
 - o Delete 1.05 E
 - o Change the current 1.05 F to 1.05 E

James stated these proposed changes will not be presented to the Board until their September meeting. Covenants will review an updated Draft Copy prior to their September meeting for approval and recommending to the Board for a First Reading.

Another Action Item for Covenants' September meeting will be the Design Committee requesting a review of R&R Section 4.02 F - Yard Structures and Ornamentation.

Patty and Jacki will meet to incorporate the above proposed/suggested changes and give to both Jo Zucker and Pat Hensley for their review. Another Draft Copy will be emailed to all Covenants members for review and discussion at the September meeting. If the Draft Copy is approved, it will be recommended to the Board.

The next meeting will be September 12th, beginning at 10:00am in the Board Room or via ZOOM.

FYI: The remaining 2024 Covenants Meetings are scheduled for:

October 10th beginning at 10:00am

November 14th beginning at 11:00am

December 12th beginning at 10:00am

Respectfully submitted,

Patty Smith

Covenants Chair



**SUNRIVER DESIGN COMMITTEE
MEETING SUMMARY
JULY 12, 2024**

PRESENT: Richard Look, Chairperson; Marybeth Collon, Theresa Youmans, Steve Bosson, Charlie Meyer, Brad Banta

ALSO PRESENT: Shane Bishop, Design Review Planner; Jacki Bue, Community Development Director

Design Committee Chair, Richard Look called the meeting to order at 10:20 a.m. The minutes of the June 28, 2024, meeting were approved.

PRELIMINARY NEW CONSTRUCTION

Lot #8 Gray Birch Lane

Project: Preliminary New Home

The Committee reviewed, evaluated and considered all information in the record, including all written and oral information provided by the applicant and staff, relative to all applicable Design Manual criteria that pertains to this project in making their decision. Based on this review as noted, the following findings, decision and recommendations of the Design Committee are provided below. **All Sections noted in the following decision reference the Design Committee Manual rev. 3/24/24 (DCM).**

Preliminarily approved subject to the following conditions:

This decision is for the preliminary submittal of the project. Additional conditions of approval may be required upon final submittal.

1. Upon final submittal, the following is required to be completed:
 - a. A Certified Arborist report shall be submitted for review and approval which clearly details protective measures to be followed in order to ensure the survival of Ponderosa pines located within or near all proposed construction areas.
 - b. Complete all items required by Form D.2 including the following items that should have been completed for this submittal: setbacks labeled, existing and final grade at each building corner shown on site plan, grade elevation of property pins and midpoint between property pins shown on site plan, finished floor elevation shown on site plan and overall building height per DCM Section 302 (c) shown on exterior elevations.
 - c. Demonstrate height compliance with Championship Estates Tract Plat. Refer to DCM Section 1.02(a).
 - d. Roofing shall comply with ...'tile or manmade material with like appearance' per Championship Estates Sunriver Phase II Declaration. Refer to DCM Section 1.02(a).
 - e. Change "Commons" on site plan to 'Golf Course'. There is no common area behind the lots on this street.
 - f. The driveway is larger than required for 5 parking zones. Reduce the size of the driveway and eliminate one of the connections to the street. Refer to DCM Section 3.04.
 - g. Move the enclosed outdoor area calculation from sheet A0.0 to sheet A0.1. Revise the hot tub enclosure for the fully screened hot tub and remove the AC enclosure from the calc. Refer to DCM Section 3.15 (b)(1)(a).

- h. Provide the FAR calculation on sheet A0.1.
 - i. The hot tub shall be screened per DCM Section 3.15 (b).
 - j. Label all exterior post sizes and material if other than wood. Refer to Form D.2 Checklist.
 - k. Explain the round decorative wall item next to the front door.
 - l. Provide more precise siding information.
 - m. Delete the stucco hatch on the exterior elevations. It's too distracting.
 - n. Provide typical eave and rake details.
 - o. Reduce the size of the 8070 window at bedroom 4 to 4070. This window looks onto your neighbor's back patio.
 - p. The portion of the east elevation at the bedroom wing looks very abrupt and doesn't flow with the other elevation forms. Revisions to soften shall be considered. Also resolve whether the squares shown on the floor plan are deck posts and need to be shown in elevation.
 - q. Remove landscaping from the site plan. Submit a separate landscape plan.
2. The following items are recommendations for the applicant to consider:
 - a. Change siding at hot tub window wall from stucco to nickel gap type siding to match other walls of recess.
 - b. Submit a 3D view of proposed design.
 3. NOTE: Trees proposed for removal outside of the construction footprint are not approved for removal at this time.

PRELIMINARY NEW CONSTRUCTION; COMMERCIAL

Lot #57850 West Cascade Rd; Sunriver Environmental/Wastewater Treatment

Project: New Storage Building and New Hopper Building

The Committee reviewed, evaluated and considered all information in the record, including all written and oral information provided by the applicant and staff, relative to all applicable Design Manual criteria that pertains to this project in making their decision. Based on this review as noted, the following findings, decision and recommendations of the Design Committee are provided below. **All Sections noted in the following decision reference the Design Committee Manual rev. 3/24/24 (DCM).**

Preliminarily approved subject to the following conditions:

As a prefatory matter, the Committee approves the proposed building locations on the preliminary plans for both the Storage Building and the Hopper Building. These are the best possible locations for those structures in view of existing site conditions and operational necessities. In addition, as noted in the Spring River Tree Service Inc, Arborist report dated 5/3/24, the proposed building locations are also the least disruptive alternatives for the maximal preservation of Ponderosa Pines.

This decision is advisory in nature and related solely to the preliminary submittal of the project plans. (DCM 6.05(b)2). Additional conditions of approval may be required upon submittal of the project plans for final review. Upon submittal of the project plans for final review all relevant items set forth on Form D.2 shall be satisfied. (DCM 6.05(c)4(a)). In addition, the following specific items are required to be addressed upon final submittal as a condition of final approval of the project plans:

1. Obtain a variance from Deschutes County for 40'6" ridge height on Hopper building.
2. All materials and colors shall match existing infrastructure as indicated on the Preliminary Form D submission dated 6/25/24 and as required by DCM 5.01(7).
3. Final plans shall clearly depict the location and type of all proposed lighting and all lighting shall comply with DCM 5.01(8),
4. Storage building elevation plans shall be converted to ¼" = 1' and shall include elevations for the South and East facing elevations (or a notation that these elevations are in every respect mirror-images of the North and West facing elevations respectively).
5. Correct the ridge height calculation on the Storage Building West elevation to correspond to the highest depicted ridge point on that elevation.

6. Hardscape shall be provided for a vehicular circulation system that allows trucks to circulate for all daily operations rather than back up.
7. A Certified Arborist report shall be submitted for review and approval and shall clearly detail protective measures to ensure the survival of Ponderosa pine(s) located within or near all proposed construction areas.

RE-REVIEW

Lot #17430 Deschutes Rd; Rio Sol Restaurant

Reconsideration of string lights

Upheld the denial dated 6/10/24. Lighting does not comply with Design Committee Manual Section 5.01(8).

OTHER BUSINESS

The Committee had a brief discussion concerning fences for all areas other than Single-Residential Properties. Design Committee members Marybeth Collon and Theresa Youmans agreed to work together to draft separate rules for Multi-Residential Properties (condos) and all other remaining properties. They will bring their draft documents to the 7/26/24 Design Committee meeting.

Respectfully submitted,



Richard Look
Design Committee Chair

electronic signature used with permission

Finance Committee Minutes
July 18, 2024
SROA Board Room

Members Present: In person: Michael Applegate, Brad Banta, Gerhard Beenen, Mark Murray via zoom: Don Costa, Veronica Jacknow, Keith Mobley, Corey Wright

Alternate Members Present: Steve Murray, via zoom: Betsey Nelson

Staff Present: Joe Healy, James Lewis

Mark Murray called the meeting to order at 9:00 a.m.

First Interstate Wealth

Representatives from First Interstate Wealth presented an update of the overall financial markets and SROA investments.

Approve Minutes from June 13, 2024

The Committee unanimously approved the Finance Committee minutes of June 13, 2024.

Review of June 15, 2024 SROA Board Actions

There were no comments on the June 15, 2024 SROA Board Actions Items.

Approve June 30, 2024 Unaudited Financial Statements

For the month ended June 30, 2024, there was a net operating surplus of \$26,855 which was \$40,992 better than the budget. Operating revenues were over budget by \$40,635 due to SHARC event revenue, gate admissions and design review fees. Salaries and burden were under budget by a combined \$57,392 due to four open f/t positions in recreation and public works and p/t summer labor. Materials and services were over budget by \$63,898. We received all the back invoices from the Sunriver Nature Center (Jan – Jun). Other expense variances included pool chemicals for SHARC and Member Pool, dust abatement for the canoe takeout road and collection attorney fees.

For the first half of 2024, there was a net deficit of \$37,812 which was \$113,660 better than the budget. Operating revenues were over budget by \$18,059 due to SHARC admissions, event revenue, Scene advertising and ladder fuel compliance fines. There have been thirty-nine less RPP passes sold in 2024 compared to the same time frame as 2023. Legal fees were over budget by \$57,896 through the first six months of 2024. Salaries and burden were under budget by a combined \$181,630 through the first six months of 2024 mainly due to open f/t positions. Materials and services were over budget by \$42,482 due to sanding cinder/deicer, pool chemicals fuel and building supplies.

There was a discussion on FIW overall fees associated with management of SROA's investments. After discussion, Joe Healy was going to research alternatives.

As of this report date 134 homes have been converted to bulk fiber and transitioned to SROA's master billing account.

As of June 30, 2024, there was a combined operating and non-operating surplus of \$1,180,985 which was \$167,837 better than budget.

Total assets as of June 30, 2024, were \$40,010,697. Cash and investments totaled \$17,761,434, a decrease of \$330,506 from May. As of June 30, 2024, there was \$17,685,480 invested in Federated Hermes Government Obligations Fund and US Treasuries with durations between 90-day and 5-years with an annual yield of 5.08%. Construction in progress items included public works building, SHARC/Admin office design, carwash equipment, and circle 2 & 3 pathway study.

Cash Flow Update

As of June 30, 2024 there was \$17,761,434 in total cash and investments of which \$3,947,944 was in the operating fund.

December 31, 2023 Surplus to Reserves

The Committee unanimously approved the transfer of the 2023 operating surplus of \$70,936 from the operating fund to the reserve fund.

2nd Quarter Reserve Transfer

The Committee unanimously approved the 2nd quarter reserve transfer of \$514,587.93 from the reserve fund to the operating fund.

Annual Appointment of Auditors

Per the Finance Committee Charter, the Finance Committee reviewed and approved the annual appointment of Price Fronk LLP as the auditors.

Additional Revenue Sources

James Lewis and Joe Healy reviewed two potential new revenue sources, a property transfer fee that would fund reserves and rental impact fee. These potential sources will be reviewed through the Admission Model Workgroup.

The meeting adjourned at 10:40AM

The next Finance Committee meeting is set for August 15, 2024 at 9AM

Submitted by Joe Healy

(5)

SUNRIVER SERVICE DISTRICT REPORTS

**(For informational purposes only, no Board action
required.)**

SUNRIVER SERVICE DISTRICT

Managing Board – Meeting Agenda

1:00 p.m. Thursday, August 15, 2024

Sunriver Homeowners Association Board Room, 57455 Abbot Drive, Sunriver, OR

* Instructions for joining the meeting remotely are on page two of this document

Call to Order

Roll Call

Public Input

Acknowledgement of Bette Butler, Mike Gocke, Gerhard Beenen and Tony De Alicante

Introduction of LeeAnn Nelson, Chris Mahr + Associates CPAs

Consent Agenda

1. Motion to approve:
 - a. The July 18, 2024 Regular Board meeting minutes
 - b. SROA monthly invoice
 - c. Lexipol, LLC invoice in the amount of \$9,027.77
 - d. Deschutes County Legal invoice in the amount of \$6,000.00

Old Business

2. Public Safety Building
 - a. Public Safety Building Construction Update – Ralston/Kirby Team
 - b. Motion to approve July 2024 funding requests in the total amount of \$568,042.53
 - i. KMB Architects invoices in the amount of \$19,989.07
 - ii. Carlson Testing invoice in the amount of \$866.25
 - iii. Evren NW invoice in the amount of \$4,168.75
 - iv. Nelson Capital invoice in the amount of \$9,500.00
 - v. Sage Springs invoice in the amount of \$678.85
 - vi. Kirby Nagelhout Construction invoice in the amount of \$481,839.61
 - vii. Sunriver Christian Fellowship invoice in the amount of \$1,000.00
 - viii. Levrack invoice in the amount of \$50,000.00
 - c. Review of monthly memo to Deschutes County Commissioners – Holliday
 - d. Update on Public Safety Building Reserve Study - Holliday
3. Update on SSD Strategic Plan – Shoemaker
4. Executive leadership annual performance review update – Fister
5. Update on letter to elected officials regarding public land safety - Fister

New Business

6. Motion to approve June and July 2024 unaudited financials – Holliday/Beenen
7. Monthly Chief/Administrator's Reports
 - Police Chief Lopez
 - Administrator Holliday
 - Fire Chief Boos
8. Review and discuss draft SSD Post Incident Procedures - Hepburn
9. Report on FY 23-24 SSD Audit - Holliday
10. Appoint Treasurer for 9/1/2024 – 10/17/2024 - Fister
11. Motion to approve Resolution 2024-009, clarifying exempt employee emergency deployment – Holliday/Fister
12. Review of July 2024 SROA Board meeting – De Alicante

Individuals needing special accommodations must request such services at least 48 hours prior to the meeting. To request accommodations or services, call 458-281-8584 or email ssdadmin@sunriversd.org.



SUNRIVER FIRE DEPARTMENT / Memorandum

Date: August 9th, 2024
To: SSD Board of Directors
From: Bill Boos, Fire Chief

Subject: **SSD Board Meeting – August 15th, 2024**

Calls for Service:

- Emergency Response Update.

Administrative Update:

- WHA was here to discuss Property and Causality Insurance.
- Participating in the Wildfire Sustainable Funding Committee.
- Met with Senator Golden about Fire Insurance concerns.
- The Association donated \$400 to the Chaplains program and \$700 to Chad Hicks a 911 dispatcher who was diagnosed with bladder cancer.
- The Crews are happy with Kirby's team.

Operations Update:

- Wildfire Update:
 - We have responded to several Wildland Fires.
 - Mile Marker 132 in Bend.
 - Elk Lane fire in Jefferson County.
 - Jackpine Fire in LaPine.
- We have been upstaffing during extreme fire weather conditions.
- Monthly Training:
 - Limited training due to wildfire potential.

Community Events:

- Attended a few of the Bingo Nights.
- National Night Out.

SUNRIVER FIRE DEPARTMENT DASHBOARD

Community ~ Honor ~ Integrity ~ Pride



July

Comparison Statistics

July

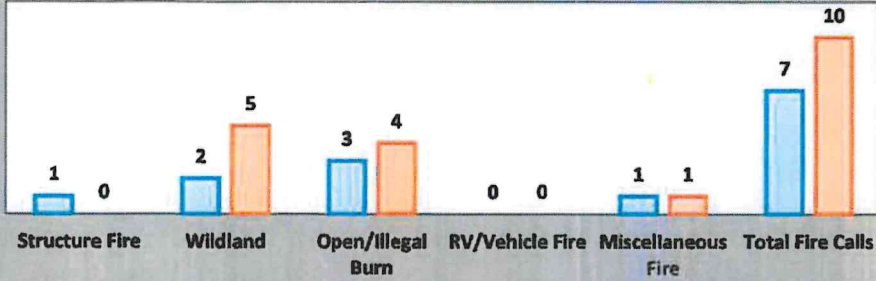
2023 2024

Total Monthly Calls

76 **85**

FIRE RESPONSES

2023 2024



RESPONSE TIMES (Min:Sec)

2023 2024

Turn-Out Time

(Dispatched to Enroute)

2:00 **1:31**

Response Time

(Enroute to Arrived)

6:45 **8:16**

Scene to Back In-Service

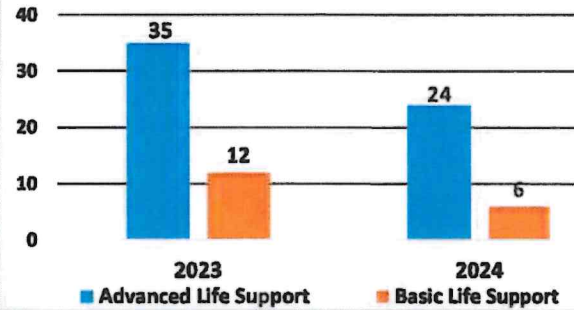
42:16 **44:25**

EMS RESPONSES



*Walk-ins are included in Transport / Non-Transport Totals

LEVEL OF CARE

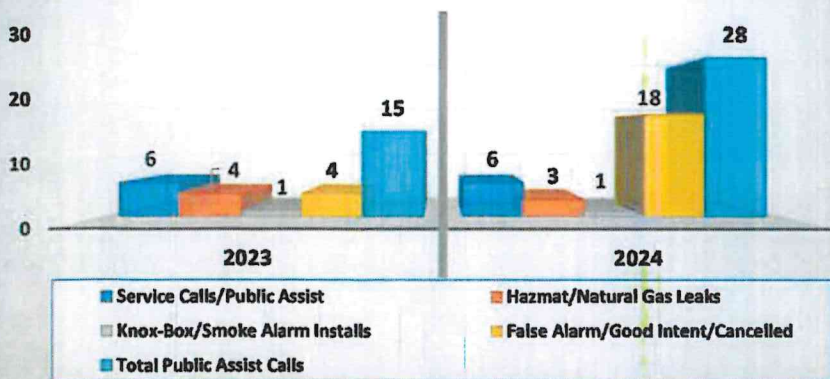


July 2023 2024

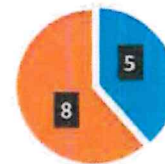
MOTOR VEHICLE CRASHES

1 **4**

PUBLIC ASSIST CALLS

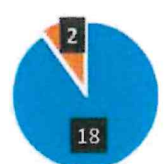


2023



5 Mutual Aid Given
8 Mutual Aid Received

2024



18 Mutual Aid Given
2 Mutual Aid Received

July 2023 2024

TRAINING HOURS

183.5 **88**

July 2023

Ambulance Billing

\$ 66,546.20

TOTAL CALLS (Year-to-Date)

365 **329**



SUNRIVER POLICE DEPARTMENT

MEMO

TO: SSD Board of Directors

FROM: Chief Stephen Lopez

DATE: August 15, 2024

TOPIC: July Report

Calls for Service:

See attached July calls for service (total)

- 18 of the 72 cases were outside of Sunriver.

Administrative Update:

- CSO Position
 - CSO Steinbrecher started 8/1
- Several Corporal, Lateral Officer, and Entry Level Officer applicants
- ALPR installed on Cottonwood
 - Initial training sent out
- Accreditation process
- Recruitment Video has been completed
- Volunteer Citizen Patrol Update
- OACP Small Agency Conference

Operations:

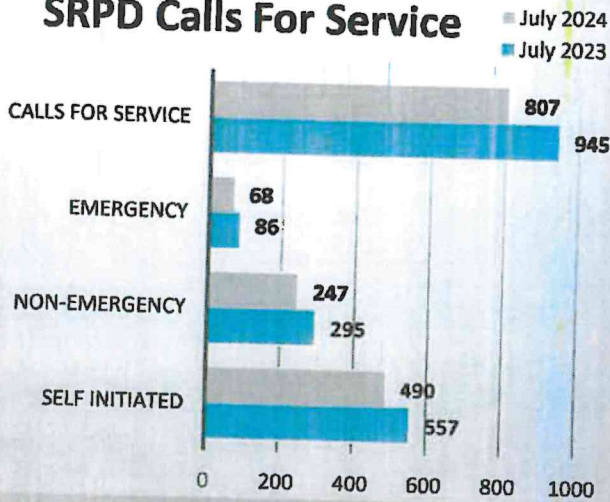
- Officer Mann in Phase Two of FTO
- Training
 - Search Warrants
 - Digital Forensics
 - Defensive Tactics update
 - Bias Based Training at Community Justice- Lopez
- Drone deployments (see July Drone Report).
- Numerous arrests
 - DUII, Drug related, Warrants, restraining order violations, public indecency
- Shots fired call

Community Events:

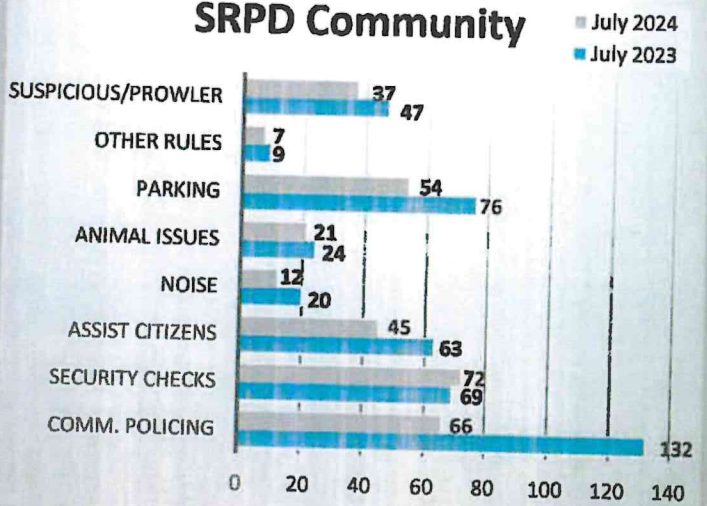
- National Night Out
-

Sunriver Police Department Statistical Comparison July 2023-2024

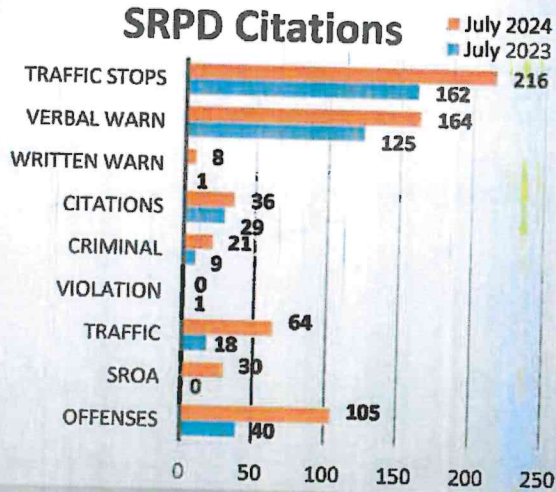
SRPD Calls For Service



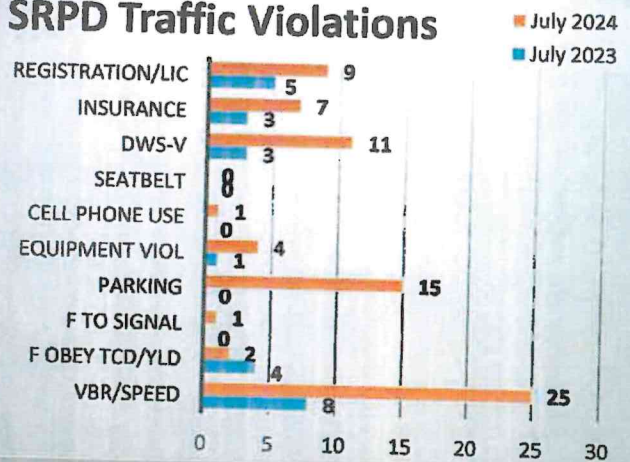
SRPD Community



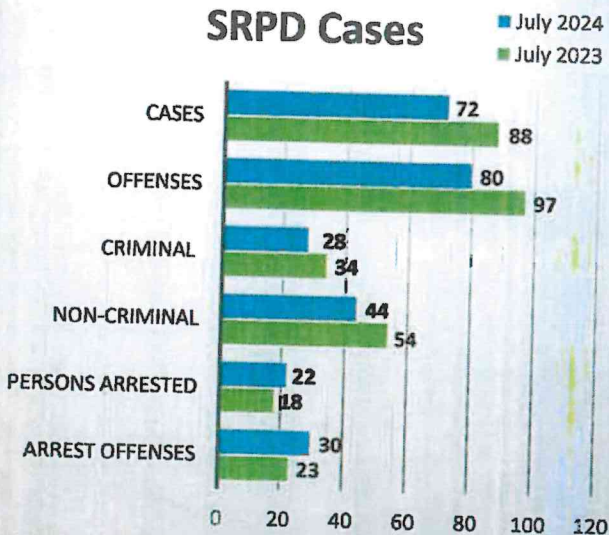
SRPD Citations



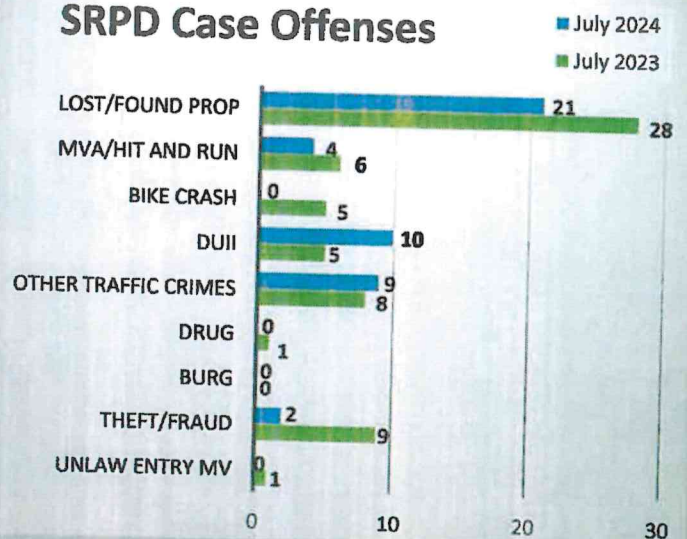
SRPD Traffic Violations



SRPD Cases



SRPD Case Offenses





Incident Analysis Report

Summary By Incident Type

Print Date/Time: 08/09/2024 10:16
Login ID: dc911sd\katiewa
Incident Type: All
Call Source: All

From Date: 07/01/2024 00:00
To Date: 07/31/2024 23:59

Sunriver Police Department
ORI Number: OR0090500

Officer ID: All
Location: All

Incident Type	Number of Incidents
Abuse	1
Admin Call	9
Alarm	15
Animal Control Problem	21
Arson	1
Assist	45
Bar or Security Check	72
Bicycle Accident	2
Civil	2
Code 5	1
Code 6	67
Code 99	2
Code or Ordinance	7
Community Policing	66
Dispute	4
Domestic	9
DUII	13
Fireworks	3
Harassment	1
Hazard	9
Hit and Run	4
Info	5
Juvenile	7
Kidnap	1
Lobby	2
Missing	6
MVA Injury	4
MVA Non Injury	4
MVA Unk	4
Noise	9
Parking	54
Person Stop	19
Property	40
Sex Crime	1
Stalking	1
Suicidal Subject	2
Suspicious or Prowler	37
Theft	6



Incident Analysis Report

Summary By Incident Type

Print Date/Time: 08/09/2024 10:16
Login ID: dc911sd\katiewa
Incident Type: All
Call Source: All

From Date: 07/01/2024 00:00
To Date: 07/31/2024 23:59

Sunriver Police Department
ORI Number: OR0090500

Officer ID: All
Location: All

Incident Type	Number of Incidents
Traffic Complaint	17
Trespass	2
TS	216
Unknown	4
Unwanted	2
Warrant	1
Welfare Check	9
Total:	807

July Police Log

7-1 Contacted RP about their lost chairs. They stated that they likely lost them on the afternoon of June 13 following a picnic at Mary McCallum Park. The chairs were described as patio chairs with a black metal frame and red seats.

7-2 Received two found debit cards from SHARC.

7-3 Police responded to a shoplifting call at Sunriver Sports. The RP stated that a juvenile female had entered her store at approximately 11 a.m. and stole a purple swim skirt valued at \$68.

7-4 While officers participated 4th of July event in The Village at Sunriver a found Bank of America visa card was turned over to the officers.

7-4 Parents were having issues with their 14-year-old son who has a mental health and behavioral health issues. No crime. The family is from Beaverton and officers discussed resources in their area with them.

7-5 Officer issued a citation to a car parked roadside near Cardinal landing bridge. They were unable to locate the owners of the vehicle, so the citation was left under the front windshield wiper.

7-7 Arrested a male subject for DUII-alcohol in the Sunriver Business Park.

7-7 Officer contacted RP in regard to a missing wallet. They described the wallet as a brown, torn up Levi's wallet containing various cards, driver's license and about \$25 cash. They stated the last time they used the wallet was Friday afternoon and they first noticed it missing the next morning, and likely lost it at SHARC. The RP requested, should the wallet be found, that it is mailed back to them, if possible.

7-7 Officers responded to a single rollover motor vehicle crash on South Century and Lazy River Road. Subsequently, the crash investigation led to the driver's arrest for DUII.

7-8 Department responded to a found juvenile at SHARC. The juvenile had been separated from their family on the bike path and was later reunified.

7-8 Police contacted an RP in regard to their missing wallet. They described it as a brown leather wallet with a horse or a bull on the front containing. They reported that they lost it either at the Village or at the home on Whistler Lane.

7-8 Police responded to a parking complaint on Goldfinch Lane for various cars parked roadside. The owners for three of the four vehicles were asked to move, however the owner of the fourth vehicle was unable to be located. A citation was issued and left under the front windshield wiper.

7-9 RP contacted the Sunriver Police Department regarding a box containing several deceased puppies at the entry gate to the Sunriver Utilities compost site on Cottonwood Road. The box was removed and delivered to the humane society for proper disposal.

7-10 Officers were called to Sunriver Resort Lodge when a large amount of blood was found by housekeeping staff in one of the rooms. It was determined the renter and fallen an injured themselves during their stay.

7-10 Officer responded to SHARC to retrieve a found Ziploc bag with money.

7-10 Two male subjects were contacted after being spotted walking on River Road. One of the subjects was taken into custody after it was discovered he had two warrants. He was later lodged at the Deschutes County Jail without incident.

7-11 The department received two found credit cards at SHARC.

7-12 An unknown guest at SHARC had accidentally placed a combo cable lock around a second bike that did not belong to them. The cable lock was cut, and a replacement gun lock was used to secure the bike. The lock's keys and cable lock was left with front desk staff.

7-12 An "Intense 29er" brand mountain bike was stolen outside of room 275 at Sunriver Lodge. The bike was not locked at the time.

7-13 A male was arrested for DUII at a Beaver Drive location.

7-14 RP reports vehicles are driving on pathway between their office located at 17728 Center Street and the Sunriver Lodge Village condos. RP said worst time is between 4 p.m. and 6 p.m.

7-17 Sunriver Police contacted two subjects in the north Marketplace parking lot. Subsequent to the investigation, one of the subjects were taken into custody on two outstanding warrants

7-17 Officer issued an SROA citation for a white Ford F-550 parked on the side of the road at Cardinal Landing.

7-20 Police was dispatched to a medic assist at the Besson Day Use Area located on Forest Service Road FS410-220. A subject was transported to the hospital for dehydration.

7-24 Police received found property from Alpine Entertainment in the Village.

7-25 Officers conducted a traffic stop on Venture Lane. Subsequent to the investigation, the driver was taken into custody for violating a "no contact order" and the passenger was taken into custody on an outstanding warrant

7-25 PD responded to a parking complaint on Goldfinch Lane involving two vehicles. Both vehicles issued SROA citations for violating Sunriver rules about roadside parking.

7-29 A wallet was found on the pathway at the Woodlands golf course. Officers found a phone number in local records and were able to return the wallet to the individual.

7-29 Sunriver Utilities Water has a large hole in the ground about three feet deep near the roadway on White Elm. It is marked with two cones and a thin piece of tape. Neighbors are concerned about children falling in the hole. Officer spoke with the utilities department, and they placed additional barriers around the hole and advised it will be left open until work concludes on Aug. 1.

7-29 A hit and run was reported at the Sunriver Lodge on July 29. A female was later contacted and arrested for "failure to perform the duties of a driver."

7-30 Sunriver Police received found jewelry at a Balsam Lane rental property in Sunriver. The jewelry was placed into safekeeping.

7-30 Police issued a SROA citation to a grey Toyota 4Runner parked roadside on Goldfinch Lane.

7-31 Sunriver Police Department issued an SROA citation to a black Nissan Rogue parked on the side of the Meadow Road.

July 2024 Case Reports

Case Number	Case Offense Statute Description	Case Status
2024-00003536	DWS /Revoked - Misdemeanor	Arrest (Home)
2024-00003539	Found Property	Administratively Closed
2024-00003546	Informational Report	Administratively Closed
2024-00003560	Theft III - Pickpocket	Suspended/Inactive
2024-00003574	Found Property	Administratively Closed
2024-00003585	Found Property	Administratively Closed
2024-00003587	Found Property	Administratively Closed
2024-00003589	Informational Report	Administratively Closed
2024-00003622	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00003637	DWS /Revoked - Misdemeanor	Arrest (Home)
2024-00003650	Airplane Crash/Incident	Administratively Closed
2024-00003673	Domestic Dispute	Administratively Closed
2024-00003674	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00003675	Careless Driving-Causes Accident	Administratively Closed
2024-00003685	Criminal Mischief II - (\$500-\$999) (Damaged occurred while committing another crime)	Arrest (Home)
2024-00003685	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00003685	Reckless Driving	Arrest (Home)
2024-00003694	Driving Under the Influence of Drugs (DUII)	Arrest (Home)
2024-00003697	Hit And Run Accident - Property Damage	Administratively Closed
2024-00003704	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00003715	Animal Neglect II	Open
2024-00003719	Found Property	Administratively Closed
2024-00003723	Suspicious Circumstances	Open
2024-00003734	Suspicious Circumstances	Administratively Closed
2024-00003738	Found Property	Suspended/Inactive
2024-00003743	Found Property	Administratively Closed
2024-00003745	Warrant Arrest - In State	Arrest (Home)
2024-00003745	Warrant Arrest - In State	Arrest (Home)
2024-00003770	Found Property	Administratively Closed
2024-00003788	Found Property	Administratively Closed
2024-00003790	Assist Citizen	Administratively Closed
2024-00003798	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00003800	Theft I - of Bicycle	Suspended/Inactive
2024-00003804	Trespassed from Location	Administratively Closed
2024-00003818	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00003830	MVA Property Damage	Administratively Closed
2024-00003842	Found Property	Administratively Closed
2024-00003876	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00003911	Warrant Arrest - Out of State	Arrest (Home)
2024-00003911	Warrant Arrest - In State	Arrest (Home)
2024-00003915	Found Property	Administratively Closed

2024-00003920	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00003977	Found Property	Administratively Closed
2024-00003984	Assist Citizen	Administratively Closed
2024-00004006	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00004009	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00004031	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00004034	Warrant Arrest - In State	Arrest (Home)
2024-00004041	Public Indecency - Misdemeanor	Arrest (Home)
2024-00004041	Disorderly Conduct I - Misdemeanor	Arrest (Home)
2024-00004057	Found Property	Administratively Closed
2024-00004070	Fleeing or Attempt to Elude Police Officer - Felony	Arrest (Home)
2024-00004070	Reckless Driving	Arrest (Home)
2024-00004088	Found Property	Administratively Closed
2024-00004107	Violation of Release Agreement (VRA) (Contempt)	Pending
2024-00004114	Found Property	Suspended/Inactive
2024-00004129	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00004143	Violation of Restraining Order (VRO) (Contempt)	Arrest (Home)
2024-00004144	Warrant Arrest - In State	Arrest (Home)
2024-00004156	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00004161	Reckless Endangering	Arrest (Home)
2024-00004182	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00004205	Found Property	Administratively Closed
2024-00004218	Domestic Dispute	Administratively Closed
2024-00004219	MVA Injury	Suspended/Inactive
2024-00004225	Informational Report	Administratively Closed
2024-00004241	Found Property	Administratively Closed
2024-00004246	Found Property	Administratively Closed
2024-00004249	Found Property	Administratively Closed
2024-00004261	Hit And Run Accident - Property Damage	Arrest (Home)
2024-00004262	Mental Hold by Peace Officer (POH) (AMI) (Directors Hold)	Arrest (Home)
2024-00004263	Informational Report	Administratively Closed
2024-00004266	Found Property	Suspended/Inactive
2024-00004272	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00004281	Found Property	Suspended/Inactive
2024-00004295	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00004295	Reckless Driving	Arrest (Home)
2024-00004317	Parking Violations (Sunriver Rule)	Administratively Closed
2024-00004319	Driving Under the Influence of Intoxicants (DUII)	Arrest (Home)
2024-00004319	Reckless Driving	Arrest (Home)



July 2024

UAS Report

In July, we flew a total of 25 times. This consisted of two missions.

Consent: 2024-00003906

Theft- Sunriver Village

We deployed the M3T to attempt to locate two juveniles who had jumped over the wall into The Pavilion and stolen two golf clubs before running from Officers.

Search Warrant: 2024-00041371 (BENDPD)

Agency Assist- DCS Fentanyl

We responded to a CERT callout, assisting Jefferson County and CODE detectives in apprehending and executing a search warrant in Madras.

We have our Avata (Indoor drone)!

During the National Night Out, there were no issues with the drones and there was a very positive reaction from community members of all ages. We created a link through DroneSense for people to view the feed on their phones.

END OF REPORT

Board Book Section

(A)

Committee /Task Force Membership Actions

(Board Action Required)

SROA BOARD ACTION REQUEST

COMMITTEE: Covenants

DATE: 8/17/24

SUBJECT: Committee Member Appointment

ACTION REQUESTED- I, Director _____ move approval of the appointment of Doris Brannan to the Covenants Committee.

Attachments: Y – Completed Volunteer Service Form

SUBMITTED BY:

Name

Patty Smith

Position

Covenants Committee Chair

Today's Date

07/12/2024 12:00 AM

Name

Doris Brannan

Sunriver Property

29 McNary Lane

Mailing Address

18160 Cottonwood Road PMB 415
Sunriver, OR 97707

Cell Number or Landline

541-788-4280

Email

dorisb0401@gmail.com

Experiences:

I served on the Sunriver Owners Association Board and the Sunriver Service District Managing Board; SROA Recreation Committee; Sunriver Christian Fellowship Board and Committees and the Sunriver Women's Club in various roles

My interests are:

I cherish living in Sunriver and hope to continue doing so as long as I can.

I have expertise in:

Living & learning. Past board experience and familiar with the duties of the Covenants Committee

I am interested in the following (check all that apply):

Covenants Committee

**Board Book Section
(B)**

Committee /Task Force Action Requests

None this Month

(Board Action Required)

**Board Book Section
(C)**

Certify 2024 Election Results

(Board Action Required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Community Development – Design Committee

DATE: August 17, 2024

SUBJECT: Acceptance of the results of the 2024 SROA Board of Directors Election.

ACTION REQUESTED- I, Director _____ move to accept the results of the 2024 Board of Directors election as tabulated by the SROA elections committee and attached hereto, with the top vote recipients being Brad Banta, Randy Schneider and Veronica Jacknow.

BACKGROUND: The results of the 2024 Board of Directors election resulted in the following three top vote recipients: Brad Banta; Randy Schneider; and, Veronica Jacknow.

ATTACHMENTS: Election results as counted by the SROA Elections Committee.

ESTIMATED FINANCIAL IMPACT: None.

SUBMITTED BY: Patty Smith, Chair SROA Elections Committee

RESULTS OF SROA ELECTION
August 10, 2024

3 SROA BOARD POSITIONS

Candidates:

Banta	1,167	Cloran	529	Gamble	700
Jacknow	721	Lekas	617	Schneider	747
No Vote	175				
Write-In Votes	2				
Ballots Mailed	4,222				
Ballots Counted	1,552				
Invalid Ballots	39*				
Void Ballots	4**				
Envelopes Unsigned	11				
Ballots Returned as Undeliverable	0				

* Ballots not returned in a secrecy envelope

** Voted for more than 3 candidates.

Respectfully submitted,

Patty Smith
Election Committee Chair

Date: August 13, 2024

To: Sunriver Owners Association
Board of Directors

Date: August 13, 2024

Following are the write-in candidate suggestions received from this year's ballots.

Write-In Candidate Suggestions:

Jeffrey Tobolski (1)

Judy Tobolski (1)

There were no Comments received this year.

Respectfully submitted,

Patty Smith
Election Committee Chair

**Board Book Section
(D)**

**OFLA Policy Change
SROA Employee Handbook Revision**

(Board Action Required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Administration
DATE: August 17, 2024
SUBJECT: Handbook Policy Updates

ACTION REQUESTED- I, Director _____ move approval of changes to the SROA Employee Handbook as presented.

BACKGROUND: Several legal updates and administrative rule amendments have been made impacting leave laws (specifically Oregon Family Leave Act and Paid Leave Oregon), protected classes, bias crimes leave protection, and anti-retaliation protection.

SB 1515 and updates to BOLI’s administrative rules made significant changes to the Oregon Family Leave Act (OFLA), as well as Paid Leave Oregon.

HB 3443 added “victim of bias” as an eligible employee under Oregon’s Victims of Certain Crimes (our domestic violence leave law).

SB 907 provided protection for refusing to perform a task the employee believes would expose them to serious injury or death.

These changes impact several of SROA’s handbook policies. While SROA always follows current law, BOLI administrative rules, and best practices, it is important to memorialize these changes in the Employee Handbook.

RECOMMENDATION: It is recommended to make the following changes to the SROA Employee Handbook:

- Family Medical Leave Act (FMLA)/OFLA (Oregon Family Leave Act):
 - o Separation of polices (currently listed under same heading)
 - o Updates to OFLA per Oregon SB 1515 and BOLI’s updated administrative rules
 - o Transition of leave year definitions to better align with Paid Leave Oregon

- Paid Leave Oregon: Addition of bias to safe leave protection list, addition of requirement that employers now *must* allow employee access to accrued leave while
- Sick Leave: Addition of victim of “bias” to allowable leave usage, general wordsmithing.
- Bereavement Leave: Simplification of policy language
- Jury Duty: Additional language strengthening prohibition of retaliation and discrimination
- Victim of Crime Leave/Domestic Violence Leave and Accommodation: Addition of bias crimes to protections list.
- Anti-Harassment: Expansion of protected class information.
- Employee Responsibilities: Additional language strengthening prohibition of retaliation and discrimination.
- Equal Employment Opportunity Statement: Expansion of protected class information.

These updates bring SROA’s policies in line with legal and administrative amendment updates and are recommended as best practice from SROA’s legal counsel.

ATTACHMENTS: Current and proposed updated policies.

ESTIMATED FINANCIAL IMPACT: None.

SUBMITTED BY:

Name

James Lewis
Kellie Allen

Position

SROA General Manager
SROA HR Director

FMLA/OFLA: Separation of policies, general wordsmithing
OFLA: Removal of medical and family leave from OFLA, sick child leave expansion, transition to rolling forward leave year, addition of entitlement of employee to use accrued paid leave while using benefits

Current Policy: Family Medical Leave (FMLA/OFLA) Injured Service Member Leave / Military Exigency Leave / Military Leave for Spouses

Occasionally, employees have reason to be absent from work due to medical issues or medical issues affecting an immediate family member or injured service member within the employee's household. An employee employed at least 180 days and working an average of 25 hours per week or more may be eligible for Oregon Family Leave Act (OFLA) leave; an employee who has worked for SROA for at least one year and has worked a minimum of 1,250 hours over the previous 12 months may be eligible for federal Family and Medical Leave Act (FMLA) leave. This leave generally is unpaid, but employees may use accrued sick and vacation leave in place of unpaid leave. Eligible employees generally are entitled to up to twelve weeks of leave in a 12-month period, or even more under some circumstances.

In general, FMLA leave may be used for any of the following reasons:

- the birth of the employee's son or daughter and care of the infant.
- the placement of a son or daughter with the employee for adoption or foster care.
- the care of the employee's spouse, son, daughter or parent with a serious health condition.
- an employee's own serious health condition, which makes the employee unable to perform one or more of the essential functions of his/her job, including workers compensation illnesses/injuries.
- any "qualifying exigency" arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. A "qualifying exigency" may include short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; and post-deployment activities.

Under FMLA, the terms son and daughter include biological, adopted or foster children, a stepchild, or legal ward. A child must either be under 18 years of age, or 18 years of age or older and incapable of self-care because of a mental or physical disability, the term "parent" is defined as the biological parent if an employee or an individual who acted as a parent to an employee when the employee was under 18 or incapable of self-care. The definition does not include parents-in-law. Leave may be extended to 26 weeks if the serious health condition is incurred by a member of the military while in the line of duty on active duty. Employees eligible for this leave include the spouse, son, daughter or parent of the injured service member as well as the "next of kin." "Next of kin" is defined as the nearest blood relative of the injured service member.

OFLA leave generally may be used for any of the following reasons:

- Birth, adoption or placement of a child (parental leave)
- To care for a family member with a serious health condition or the employee's own serious health condition (serious health condition leave)
- For a pregnancy disability or prenatal care (pregnancy disability leave)
- To care for a sick child who does not have a serious health condition, but requires home care (sick child leave)
- For bereavement leave (see our separate policy on bereavement leave and OFLA immediately below)

For a serious health condition leave under Oregon law, a "family member" means the spouse, same-sex domestic partner, parent, grandparent, parent-in-law, or parent of same-sex domestic partner. It also includes the biological, adopted, foster or step child of an employee; the child of an employee's same-sex

domestic partner; or the employee's grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. A child in any of these categories may be either a minor or an adult at the time serious health condition leave is taken. For information about OFLA-covered military leave for spouses and domestic partners of members of the Armed Forces (see our Military Leave policy, Section 5). You should request any leave under this OFLA/FMLA policy from your supervisor or Human Resources as soon as practicable after the need for leave becomes known to you. If you are requesting leave because of your own or a family member's serious health condition, you may be required to provide SROA with medical certification from the appropriate health care provider, as provided below.

For OFLA leave where the employee does not intend to use OSL sick leave, or where sick leave is not available: Where the need for leave is anticipated, the employee must provide notice of the leave to SROA as soon as practicable and the certification in advance of the leave when possible. If foreseeable, leave should be requested at least 30 days in advance. Where the need for leave is not anticipated or foreseeable, the employee must provide medical certification within 15 days of the practice's request for the certification. If the family medical leave is for the employee's own serious health condition, the employee will also be required to furnish a medical release certification from the health care provider clarifying that the employee is fit for duty.

For OFLA leave where the employee intends to use OSL sick leave: The employee should comply with the notice requirements for sick leave, as described in the sick leave policy, above.

If these timing requirements are not practicable, notice must be given as soon as is practicable. Failure to comply with SROA notification and other procedures may result in the delay or denial of your OFLA leave. SROA's policy is to provide employees all family and medical leave rights to which they are entitled under applicable law. There are many other components to this policy as mandated through state and federal law, as applicable. Specifics of the OFLA/FMLA program and any other applicable family and medical leave rights are available from the Human Resources manager. SROA prohibits retaliation against employees who inquire about or invoke their rights under this policy.

Updated Policy: Family Medical Leave (FMLA)/Injured Service Member Leave / Military Exigency Leave / Military Leave for Spouses

Occasionally, employees have reason to be absent from work due to medical issues or medical issues affecting an immediate family member or injured service member within the employee's household. An employee who has worked for SROA for at least one year and has worked a minimum of 1,250 hours over the previous 12 months may be eligible for federal Family and Medical Leave Act (FMLA) leave. This leave generally is unpaid, but employees may use accrued sick and vacation leave in place of unpaid leave. Eligible employees generally are entitled to up to twelve weeks of leave in a 12-month period, beginning on the first day of use of FMLA leave.

In general, FMLA leave may be used for any of the following reasons:

- the birth of the employee's son or daughter and care of the infant.
- the placement of a son or daughter with the employee for adoption or foster care.
- the care of the employee's spouse, son, daughter or parent with a serious health condition.
- an employee's own serious health condition, which makes the employee unable to perform one or more of the essential functions of his/her job, including workers compensation illnesses/injuries.
- any "qualifying exigency" arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. A "qualifying exigency" may include short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; and post- deployment activities.

Under FMLA, the terms son and daughter include biological, adopted or foster children, a stepchild, or legal ward. A child must either be under 18 years of age, or 18 years of age or older and incapable of self-care

because of a mental or physical disability, the term “parent” is defined as the biological parent if an employee or an individual who acted as a parent to an employee when the employee was under 18 or incapable of self-care. The definition does not include parents-in-law. Leave may be extended to 26 weeks if the serious health condition is incurred by a member of the military while in the line of duty on active duty. Employees eligible for this leave include the spouse, son, daughter or parent of the injured service member as well as the “next of kin.” “Next of kin” is defined as the nearest blood relative of the injured service member.

You should request any leave under this FMLA policy from your supervisor or Human Resources as soon as practicable after the need for leave becomes known to you. If you are requesting leave because of your own or a family member’s serious health condition, you may be required to provide SROA with medical certification from the appropriate health care provider, as provided below.

If these timing requirements are not practicable, notice must be given as soon as is practicable. Failure to comply with SROA notification and other procedures may result in the delay of your leave, to the extent allowed by applicable law.

SROA’s policy is to provide employees all family and medical leave rights to which they are entitled under applicable law. There are many other components to this policy as mandated through state and federal law, as applicable. Specifics of the FMLA program and any other applicable family and medical leave rights are available from the Human Resources director. SROA prohibits retaliation against employees who inquire about or invoke their rights under this policy.

Updated Policy: Oregon Family Leave Act (OFLA)

SROA recognizes that employees may need support in balancing their work with personal and family responsibilities. Accordingly, eligible employees generally may take up to 12 weeks of unpaid family medical leave in a 12-month period in accordance with SROA policy and state law, including the Oregon Family Leave Act (OFLA).

OFLA leave may be utilized for any of the following conditions:

1. **To care for a sick child** who either (a) needs home care for a “serious health condition,” or (b) does not have a serious health condition, but requires home care. “Sick child” leave includes an absence to care for an employee’s child whose school or child care provider has been closed in conjunction with a statewide public health emergency, as declared by a public health official; but it is not to be used for routine medical or dental appointments, and may not be available if another family member, including a non-custodial biological parent, is willing and able to care for the child.
2. For a **pregnancy or childbirth disability** of up to 12 weeks in a one-year period. This includes leave for the employee’s own disability related to pregnancy (including pregnancy termination or childbirth), whether the disability occurs before, during, or after the birth of the child, or for prenatal care, including fertility or infertility treatment. Under OFLA, an employee may take up to 12 weeks of pregnancy disability and still have 12 weeks available for any other purpose.
3. For up to two weeks of **bereavement leave** to deal with the death of a “family member,” as described above, not to exceed a total of four weeks in a given leave year. This can include (a) attending the funeral or alternative event, (b) making arrangements necessitated by their passing, or (c) grieving the loss of the family member. Bereavement leave counts toward the 12 week total under OFLA, and must be completed within 60 days of the date on which an eligible employee receives notice of the death.
4. From July 1, 2024, through January 1, 2025, OFLA will provide up to two additional weeks of leave to **facilitate the legal processes required for placement** of a foster child or adoption. (Paid Leave Oregon will incorporate this leave beginning 2025.)

For purposes of this policy:

- **“Family member”** means the covered employee’s: spouse or domestic partner; child, or the child’s spouse or domestic partner; parent, or the parent’s spouse or domestic partner; sibling or stepsibling, or the sibling’s or stepsibling’s spouse; grandparent, or the grandparent’s spouse or domestic partner; grandchild, or the grandchild’s spouse or domestic partner; or any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship. For affinity or family-equivalent relationships, SROA may require the

employee to sign a form attesting to the nature of that relationship.

- **“Serious health condition”** generally means: an illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility; an illness, disease or condition that in the medical judgment of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care; any period of disability due to pregnancy, or period of absence for prenatal care; or any period of absence for the donation of a body part, organ or tissue. Not all medical conditions are serious health conditions. Generally, routine illnesses such as colds or flu that can be treated with nonprescription drugs or bed rest will not be considered serious health conditions. Employees who are unsure whether a medical condition qualifies as a serious health condition should contact Human Resources for more information.

More on Eligibility and Leave Tracking. Employees who have been employed with SROA for 180 days and have worked an average of 25 hours per week in the 180-day period may be eligible for leave under OFLA. (For purposes of determining OFLA eligibility, legally-protected leaves count as “hours worked.”) Please contact Human Resources for more information on eligibility.

Generally, eligible employees are entitled to 12 weeks of leave in a 12-month period. The 12-month period is tracked in a “leave year” starting from the Sunday before your leave begins. Also, multiple family members working here generally may not take OFLA leave at the same time, except for bereavement leave or where required by applicable law.

In certain situations, Oregon employees may be eligible for more than 12 weeks of leave for OFLA-covered reasons, if other forms of leave are available; contact Human Resources for more information. All other types of leave that may be available (but not workers’ compensation or Paid Leave Oregon leave) will run concurrently with OFLA leave, to the extent allowed by applicable law.

Notice and Certification to the Company. Normally an employee requesting leave must provide 30 days’ advance notice to SROA of the need for leave. If the employee learns of the need for leave less than 30 days before commencement of leave, he or she should notify SROA as soon as is practicable. If the reason for leave is unforeseeable, the employee or someone acting on the employee’s behalf must give SROA oral or written notice within 24 hours of the commencement of the leave and the employee must provide written notice within 3 days of return to work. Failure to provide notice as set forth above may cause SROA to reduce the period of unused OFLA leave by an amount no greater than the number of days of leave the employee has taken without providing timely notice of leave, by up to three weeks in a one-year leave period. (This reduction does not apply to bereavement leave, but eligible employees must still provide notice of bereavement leave as soon as is practicable.) The employee may also be subject to disciplinary action under SROA’s normal policies or practices, as applied to similar violations.

For leave involving a child’s serious health condition, employees will be required to provide certification from a health care provider to support the request for leave under certain circumstances:

For OFLA leave where Sick Leave is not available: Where the need for leave is anticipated, the employee must provide the certification in advance of the leave when possible. Where the need for leave is not anticipated, the employee must provide medical certification within 15 days of SROA’s request for the certification. If the family medical leave is for the employee’s own serious health condition, the employee will also be required to furnish a medical release certification from the health care provider clarifying that the employee is fit for duty.

For OFLA leave where the employee intends to use Sick Leave: The employee should comply with the requirements for providing certification provided in SROA’s Sick Leave policy, above.

Employees taking OFLA leave for the purpose of caring for a child requiring home care, other than for a serious health condition, are not required to provide medical certification for the first three days of such leave in a 12-month period, but are required to provide a doctor’s note confirming the need for leave for every subsequent incident of sick child leave during the year.

Using Paid Leave. OFLA leave is unpaid. SROA, however, requires an employee to use any accrued paid leave during the otherwise unpaid portion of the leave. At the time leave is approved, the employee should receive information about what paid leave may be used during the family leave. No paid leave will accrue during the otherwise unpaid portion of family leave.

If the employee is enrolled in SROA’s group health insurance plan, during the leave, SROA will continue paying its usual share of the employee’s monthly health insurance premium, if any. The Employee, however, is responsible for

continuing to pay the employee's own normal share of the monthly premium, if any.

Returning to Work. When an employee returns to work, normally he or she will be reinstated to the former job. If the former job has been eliminated, the employee will be reinstated to an available equivalent position to the extent one exists. An equivalent position is one that is the same as the former position in as many aspects as possible and generally has equivalent pay, benefits and hours, but not necessarily the same exact responsibilities. An employee's right to return to work may also be affected by any transfer, layoff, or termination action that would have occurred for business reasons unrelated to the OFLA absence.

Employees are expected to promptly return to work when the circumstances that necessitated the leave end. If the circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give SROA reasonable notice (i.e. within 2 business days) of the changed circumstances where foreseeable and request reinstatement. With the exception of employees who are off work because of a qualified industrial injury or illness, employees lose their reinstatement rights when the period of leave exceeds the maximum allowed.

No Retaliation. SROA prohibits any retaliation or discrimination against employees who inquire about OFLA leave, submit a request for OFLA leave or invoke any provision of OFLA. Employees who believe they have witnessed any such retaliation or discrimination should follow the reporting procedures described in the anti-harassment policy, above.

Paid Leave Oregon: Addition of bias to safe leave list, addition of potential penalty for improper employer notification, removal stipulation for use of accrued leave while receiving benefits

Current: Paid Leave Oregon

In addition to OFLA and FMLA, Oregon provides a paid protected leave program, Paid Leave Oregon.

Paid Leave Oregon is supported by payroll taxes paid by both the employer and the employee, but it is administered and paid out by the Oregon Employment Department. Most employees in Oregon who made at least \$1,000 in the prior year may be eligible for Paid Leave Oregon benefits.

Paid Leave Oregon consists of three leave types and covers a wide variety of uses:

Family Leave

- Birth of a child
- Bonding with a child in the first year, either:
 - After birth
 - Through adoption
 - When they're placed in your home through foster care
 - Caring for a family member with a serious health condition (as defined by law)

Medical Leave

- To care for yourself when you have a serious health condition

Safe Leave

- You or your child are a survivor of sexual assault, domestic violence, harassment, or stalking

Employees may take up to 12 weeks paid leave in a 52-week period (starting from the Sunday before leave begins); and employees may be eligible to take up to 2 additional weeks (14 total weeks) if pregnant, having given birth, or have health needs because of childbirth as allowed by law. Leave may be taken on either a consecutive basis in one block of time or on an intermittent basis in increments of one workday or one workweek. Employees must make a reasonable attempt to schedule their use of sick-leave in a manner that does not unduly disrupt SROA's operations.

Paid Leave Oregon has an inclusive definition of "family member." A family member is any of the following: the employee's spouse or domestic partner; the employee's child (biological, adopted, stepchild, or foster child), their spouse or domestic partner's child, or the child's spouse or domestic partner; the employee's parent (biological, adoptive, stepparent, foster parent, or legal guardian), the parent of the employee's spouse or domestic partner, or the employee's parent's spouse or domestic partner; the employee's sibling or stepsibling or their spouse or domestic partner; the employee's grandparent or grandparent's spouse or domestic partner; the employee's grandchild or grandchild's spouse or domestic partner; any person who the employee is connected to like a family member.

Employees have the right to return to the same job if they have worked for SROA for at least 90 consecutive days. This means employees do not lose their job title or role while using Paid Leave Oregon if the position still exists upon their return, even if the position was filled by a temporary replacement employee in their absence.

Paid Leave Oregon benefits are calculated by the State and based on the employee's wages. If an employee's Paid Leave Oregon benefits do not replace 100% of normal wages, employees may supplement with any available accrued sick or vacation leave up to (but not exceeding) 100% of normally scheduled work hours or wages. Shared sick leave may not be used to supplement Paid Leave Oregon benefits. Using Paid Leave Oregon does not constitute "hours worked" for purposes of overtime or any other benefit accrual.

Should you need to utilize Paid Leave Oregon, notify your supervisor or Human Resources as soon as practicable after the need for leave becomes known. Written notice of an employee's use of Paid Leave Oregon for a planned reason (such as an upcoming surgery) must be received 30 days prior to taking leave (form available from Human Resources).

In an emergency, employees must provide notification within 24 hours and written notification within three days of starting leave. Changes in leave status must be reported in a timely manner to your supervisor or Human Resources.

Paid Leave Oregon runs concurrently with all other applicable leaves to the maximum extent allowed by law. Keep in mind that employees must still follow the notification, certification, and scheduling procedures for those types of leave.

SROA's policy is to provide employees with all family, medical, and safe leave rights to which they are entitled under applicable law. There are many other components to this policy as mandated through state and federal law, as applicable. Specifics of Paid Leave Oregon and any other applicable family, medical, and safe leave rights are available from Human Resources or the Oregon Employment Department at <https://paidleave.oregon.gov/>.

SROA prohibits retaliation against employees who inquire about or invoke their rights under this policy.

Updated: Paid Leave Oregon

In addition to OFLA and FMLA, Oregon provides a paid protected leave program, Paid Leave Oregon.

Paid Leave Oregon is supported by payroll taxes paid by both the employer and the employee, but it is administered and paid out by the Oregon Employment Department. Most employees in Oregon who made at least \$1,000 in the prior year may be eligible for Paid Leave Oregon benefits.

Paid Leave Oregon consists of three leave types and covers a wide variety of uses:

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Medical Leave

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Safe Leave

- You or your child are a survivor of sexual assault, domestic violence, bias harassment, or stalking

Employees may take up to 12 weeks paid leave in a 52-week period (starting from the Sunday before leave begins); and employees may be eligible to take up to 2 additional weeks (14 total weeks) if pregnant, having given birth, or have health needs because of childbirth as allowed by law. Leave may be taken on either a consecutive basis in one block of time or on an intermittent basis in increments of one workday or one workweek. Employees must make a reasonable attempt to schedule their use of leave in a manner that does not unduly disrupt SROA's operations.

Paid Leave Oregon has an inclusive definition of "family member." A family member is any of the following: the employee's spouse or domestic partner; the employee's child (biological, adopted, stepchild, or foster child), their spouse or domestic partner's child, or the child's spouse or domestic partner; the employee's parent (biological, adoptive, stepparent, foster parent, or legal guardian), the parent of the employee's spouse or domestic partner, or the employee's parent's spouse or domestic partner; the employee's sibling or stepsibling or their spouse or domestic partner; the employee's grandparent or grandparent's spouse or domestic partner; the employee's grandchild or grandchild's spouse or domestic partner; any person who the employee is connected to like a family member.

Employees have the right to return to the same job if they have worked for SROA for at least 90 consecutive days. This means employees do not lose their job title or role while using Paid Leave Oregon if the position still exists upon their return, even if the position was filled by a temporary replacement employee in their

absence.

Paid Leave Oregon benefits are calculated by the State and based on the employee's wages. ~~If an employee's Paid Leave Oregon benefits do not replace 100% of normal wages,~~ Employees may supplement with any available accrued sick or vacation leave up to (but not exceeding) 100% of normally scheduled work hours or wages. Shared sick leave may not be used to supplement Paid Leave Oregon benefits. Using Paid Leave Oregon does not constitute "hours worked" for purposes of overtime or any other benefit accrual.

Should you need to utilize Paid Leave Oregon, notify your supervisor or Human Resources as soon as practicable after the need for leave becomes known. Written notice of an employee's use of Paid Leave Oregon for a planned reason (such as an upcoming surgery) must be received 30 days prior to taking leave (form available from Human Resources). If the Employment Department determines that you did not provide the required written leave notice to SROA, the Department may impose a penalty by issuing a decision and reducing the first weekly benefit amount payable under ORS 657B.090 by 25 percent. (The penalty will be a 25 percent reduction, except when it would reduce the weekly benefit amount below the minimum benefit amount provided by law.) You may appeal the imposition of that penalty in accordance with ORS 657B.410 and applicable administrative rules.

In an emergency, employees must provide notification within 24 hours and written notification within three days of starting leave. Changes in leave status must be reported in a timely manner to your supervisor or Human Resources.

Paid Leave Oregon runs concurrently with all other applicable leaves (but not OFLA leave) to the maximum extent allowed by law. Keep in mind that employees must still follow the notification, certification, and scheduling procedures for those types of leave.

SROA's policy is to provide employees with all family, medical, and safe leave rights to which they are entitled under applicable law. There are many other components to this policy as mandated through state and federal law, as applicable. Specifics of Paid Leave Oregon and any other applicable family, medical, and safe leave rights are available from Human Resources or the Oregon Employment Department at <https://paidleave.oregon.gov/>.

SROA prohibits retaliation against employees who inquire about or invoke their rights under this policy.

Sick Leave Policy: Addition of bias to leave list, general wordsmithing

Sick Leave

Sick leave is defined as time taken off for any purpose allowed under Oregon's Sick Leave ("OSL") law, which took effect on January 1, 2016. Those purposes include, for example, leave for: an employee's own mental or physical illness, injury, or health condition, or that of certain family members; any purpose covered by the Oregon Family Leave Act (see the SROA's ~~Family Medical Leave~~ "OFLA" policy below); domestic violence, stalking, ~~bias~~ harassment or sexual assault; preventive health and dental care; or public health emergencies.

Bereavement Leave Policy: Language simplification

Current Policy: Bereavement Leave

An OFLA eligible employee may take leave for dealing with the death of a family member by:

- Attending the funeral or memorial function of the family member
- Making arrangements necessitated by the death of a family member
- Grieving the death of a family member

“Family member” has the same meaning as for other types of OFLA leave, so it would include the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, and a parent-in-law of the employee or a person with whom the employee was in a relationship of in loco parentis.

An OFLA-eligible employee is entitled to take a maximum of two weeks of leave per death of a family member, up to a maximum of 12 weeks per year. The leave is counted against the employee’s OFLA entitlement. SROA does not require the leave to be taken concurrently for multiple deaths and allows any employees with the same family member to take concurrent bereavement leave. The leave must be completed within 60 days after the date on which the employee received notice of the death of the family member.

Although not required by law, SROA provides an additional bereavement leave benefit for regular employees. Any regular employee (regardless of whether they are OFLA-eligible) may take three days of paid bereavement leave. This leave is paid at the employee’s regular rate and does not count as “time worked” for overtime or other purposes.

- For OFLA-eligible, regular employees: the use of these three paid days counts toward the two-week bereavement leave entitlement under OFLA. After the first three days, accrued leave may be taken from either the employee’s sick or vacation bank. If the accrued leave is exhausted, unpaid leave may be requested up to the two-week leave entitlement.
- For regular employees who are not OFLA-eligible: any bereavement leave past the three paid days is subject to approval by SROA, which it may grant or deny in its sole discretion.

Updated Policy: Bereavement Leave

In addition to the bereavement leave benefits described under the OFLA policy, above: although not required by law, SROA provides an additional bereavement leave benefit for regular employees. Any regular employee (regardless of whether they are OFLA-eligible) may take three days of paid bereavement leave. This leave is paid at the employee’s regular rate and does not count as “time worked” for overtime or other purposes. The leave must be completed within 60 days after the date on which the employee received notice of the death of the family member.

- For OFLA-eligible, regular employees: the use of these three paid days counts toward the bereavement leave entitlement under OFLA. After the first three days, accrued leave may be taken from either the employee’s sick or vacation bank. If the accrued leave is exhausted, unpaid leave may be requested up to the OFLA leave entitlement.
- For regular employees who are not OFLA-eligible: any bereavement leave past the three paid days is subject to approval by SROA, which it may grant or deny as unpaid leave in its sole discretion. SROA will use the OFLA definitions and rules where applicable, such as the definitions of “family member” and the rules governing what purposes are included in bereavement leave.

Jury Duty Policy: Additional language strengthening prohibition of retaliation and discrimination

Current Policy: Jury Duty Leave

If you are called for jury duty, you are given the time off to perform that service in accordance with applicable law. Employees will receive the difference between jury duty pay and his or her normal salary or wage for each day of jury duty. Under no circumstances will you earn less or more than your regular pay. When your service on a jury causes you to miss regularly scheduled work, you receive the equivalent to your regular pay.

Updated Policy: Jury Duty Leave

If you are called for jury duty, you are given the time off to perform that service in accordance with applicable law. Employees will receive the difference between jury duty pay and his or her normal salary or wage for each day of jury duty. Under no circumstances will you earn less or more than your regular pay. When your service on a jury causes you to miss regularly scheduled work, you receive the equivalent to your regular pay.

SROA prohibits any retaliation against employees who serve on jury duty. Employees who believe they have witnessed any such retaliation should follow the reporting procedures described in the anti-harassment policy, above.

Domestic Violence Policy: Addition of bias crimes to leave accommodation list

Victim of Crime Leave/Domestic Violence Leave and Accommodation

If you, or an immediate family member within your household, are a victim of a crime, you may be eligible for reasonable and necessary unpaid leave to attend certain criminal hearings. For purposes of this type of leave, "immediate family member" includes the spouse, domestic partner, parent, grandparent, sibling, child or stepchild of a crime victim. Eligible employees must have worked an average of at least 25 hours per week for at least 180 days immediately before the leave begins, provide the supervisor with reasonable notice and a copy of the hearing notice. Employees may use accrued vacation or sick leave in place of unpaid leave.

Under the Oregon Victims of Certain Crimes Leave Act (OVCCLA), employees may be eligible for leave if they are victims of domestic violence, bias, sexual assault or stalking, or if their immediate family member is a victim. "Immediate family" for this type of leave is the spouse, domestic partner, father, mother, sibling, minor or dependent child, stepchild, grandparent or any person who had the same primary residence as the victim. Eligible employees must have worked an average of 25 or more hours per week, for at least 180 days prior to the leave being taken. Employees may use any accrued paid leave during this leave.

Under OVCCLA, employees may take a reasonable amount of time off to seek legal or law enforcement assistance or remedies; get medical treatment or recover from injuries; get counseling from a licensed mental health professional; obtain services from a victim services provider; relocate or make an existing home safe; or other services necessary to ensure the safety of the victim. The leave may be limited if it will create an undue hardship on SROA. Further, the Company will strive to provide a reasonable safety accommodation requested by an individual who is a victim of domestic violence, bias, sexual assault or stalking, unless the accommodation would impose an undue hardship on the business operations of SROA. If you believe you may need such an accommodation, contact Human Resources.

Employees must give reasonable advance notice of intent to take OVCCLA leave,

unless such notice is not feasible. If advance notice is not feasible, oral or written notice should be given as soon as practicable and can be given by anyone else on employee's behalf. When requested in writing by SROA, employees must provide certification that they are a victim and that the leave or requested accommodation is for an authorized purpose. Certification must be provided within a reasonable time of the request.

Anti-Harassment Policy: Addition of protected classes

Anti-Harassment

SROA intends to provide employees with a safe and positive working environment based on trust and mutual respect. Any conduct of a harassing, intimidating or offensive nature that denigrates or shows hostility or aversion to an individual because of race, color, religion, sex, sexual orientation, gender identity, transgender status, age, national origin, marital status, military service or veteran status, crime victim status, disability, genetic information or any other status protected under applicable law is strictly forbidden and will not be tolerated. Such conduct is also prohibited off-duty at employer-sponsored events, or where such off-duty conduct may have an impact on the workplace.

Employee Responsibilities Policy: Addition of retaliation prohibition language

Employee Responsibilities

Every employee, regardless of position in our organization, is expected to participate in SROA's health and safety program. Every employee must take personal responsibility for their own safety as well as the safety of fellow workers and customers. We require each employee to:

- Immediately report accidents and "near misses" to their supervisor.
- Wear personal protective equipment when required.
- Avoid use of equipment that lacks adequate safety guards or is in questionable condition.
- Not use equipment unless trained on the safe use of it.
- Immediately report hazardous conditions or other safety concerns to a supervisor.

SROA strictly prohibits retaliation toward any employee for reporting workplace hazards, injuries, and illnesses, or for refusing to perform a task (with no reasonable alternative, and in good faith) where the employee believes the task would expose them to a real risk of serious injury or death. Employees who believe they have witnessed or experienced any such retaliation or discrimination should follow the reporting channels in the anti-harassment policy, below.

Equal Employment Opportunity Statement: Additions to protected classes and definitions

Equal Employment Opportunity Statement

SROA is committed to equal employment opportunity in all of its employment practices. Decisions involving every aspect of the employment relationship are made without regard to an employee's race, color, religion, sex, sexual orientation, gender identity, transgender status, age, national origin, marital status, military service or veteran status, crime victim status, disability, genetic information, or any other ~~status~~-protected classes under applicable law.

For example, SROA has long been committed to the concept of "equal pay for equal work," and does not tolerate differences in pay or total compensation based on any legally protected class status. Inquiries about an applicant's salary history are prohibited, as is screening applicants or determining compensation based on the applicant's compensation history.

For this and our Anti-Harassment policy below, "protected classes" are to be interpreted broadly. "Color" can refer to any skin color, whether brown, black, white, or otherwise. Similarly, "race" includes physical characteristics that are historically associated with race, including but not limited to natural hair, hair texture, hair type, and protective hairstyles (such as braids created with extensions or styled with adornments, locs, and twists).

**Board Book Section
(E)**

**BOLI Policy Change
SROA Employee Handbook Revision**

(Board Action Required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Administration
DATE: August 17, 2024
SUBJECT: New Handbook Policy

ACTION REQUESTED- I, Director _____ move approval of the addition to the SROA Employee Handbook as presented.

BACKGROUND: At the direction of the Oregon Legislature through SB 851 (2023), Oregon’s Bureau of Labor and Industries (BOLI) created for employers a model policy for a respectful workplace.

While not required by statute, a clear and consistently applied respectful workplace policy can help to prevent conduct that could escalate to unlawful harassment and discrimination as well as promote professional workplace behavior and a safer workspace overall.

As a best practice, BOLI recommends employers provide a written policy containing procedures and practices to reduce and prevent inappropriate workplace behavior.

While many aspects of the recommended policy are memorialized throughout SROA’s Employee Handbook, adopting this policy consolidates the information in a single policy and handbook location, as well as emphasizes SROA’s commitment providing employees with a safe, respectful working environment.

RECOMMENDATION: It is recommended to adopt the Respectful Workplace Policy based upon BOLI’s model policy and provided by SROA’s legal counsel for inclusion in SROA’s Employee Handbook.

ATTACHMENTS: Respectful Workplace Policy.

ESTIMATED FINANCIAL IMPACT: None.

SUBMITTED BY:

Name
James Lewis
Kellie Allen

Position
SROA General Manager
SROA HR Director

Policy Addition: Respectful Workplace

Respectful Workplace

Mutual respect between and among managers, employees, temporary employees, and contractors is an integral value of SROA. Only when all individuals work together can we create and maintain a work environment that is respectful, professional, and free from inappropriate workplace behavior.

“Inappropriate workplace behavior” includes unwelcome or unwanted conduct or behavior that causes a negative impact or disruption to the workplace or results in the erosion of employee morale. Inappropriate workplace behavior may also rise to the level of unlawful harassment or discrimination when in conjunction with an employee’s protected class status such as race, gender, or disability. See our policy prohibiting workplace harassment and discrimination, above.

Examples of inappropriate workplace behavior include, but are not limited to, comments, actions or behaviors of an individual or group, that are wholly disconnected from concerted or other protected activity, that purposefully humiliate, intimidate, disparage, demean, or show disrespect for another employee, a manager, a subordinate, a customer, a contractor, or a visitor in the workplace.

Inappropriate workplace behavior does not include actions taken to form, join, or assist labor organizations, to bargain collectively through representatives, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. Further, inappropriate workplace behavior generally does not include: actions of performance management, such as giving supervisory instructions, setting expectations, giving feedback, administering disciplinary actions, or conducting investigatory meetings; or assigned, requested, or unsolicited constructive peer feedback on projects or work.

Employees of all types as well as temporary employees at every level of the organization must foster an environment that encourages professionalism and discourages disrespectful behavior. All employees must behave respectfully and professionally and refrain from engaging in inappropriate workplace behavior.

Addressing Inappropriate Workplace Behavior: Supervisors must address inappropriate behavior they observe or experience and should do so as close to the time of the occurrence as possible, as appropriate. If an employee observes or experiences inappropriate workplace behavior, they may:

- Redirect inappropriate conversations or behavior to workplace business;
- Tell the offending person that their behavior is offensive and ask them to stop; and/or
- Report the observation or experience using the channels described in the Anti-Harassment policy, above.

Reporting Inappropriate Workplace Behavior: Any employee, manager, or supervisor who is aware of or experiencing bullying or inappropriate behavior in the workplace should report that information immediately by using the channels identified in the Anti-harassment policy, above. All are encouraged to document any incidents involving bullying or inappropriate workplace behavior as soon as possible.

Retaliation Protections: SROA prohibits retaliation against any employee for filing a complaint regarding conduct in violation of this policy. SROA will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to disciplinary action, up to and including dismissal.

Penalties: SROA will not tolerate inappropriate workplace behavior. Any individual found to have engaged in such conduct may face disciplinary action up to, and including, dismissal. SROA may also subject managers and supervisors who fail to report known harassment or fail to take prompt, appropriate corrective action to disciplinary action, up to and including dismissal.

**Board Book Section
(F)**

**SROA/SSD/Deschutes County
Management Agreement**

(Board Action Required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Administration

DATE: August 17, 2024

SUBJECT: Sunriver Service District/Deschutes County
Management Agreement

ACTION REQUESTED- I, Director _____ move to approve the Restated Sunriver Service District Management Agreement as attached hereto and authorize signature by the SROA Board President.

BACKGROUND: In July 2024, the Deschutes County Commissioners (County), acting as the Governing Body of the Sunriver Service District (SSD), voted to approve a new Restated SSD Management Agreement (County Document No. 2024-395) and void the previous SSD Management/Restated Management Agreements (County Document No.'s 2002-147, 2018-695) – the new Agreement was signed and became effective on July 25, 2024 upon signature by both the County and SSD.

The new Agreement has a signature block for an acknowledgment by SROA (by the SROA Board President. The primary basis of the signature by SROA is to acknowledge the new structure of the SSD Board (now a 5 member Board that eliminates the two previous positions held by appointed SROA Board members) and that SROA is afforded an ex-officio representative to the SSD Board as recommended by the SROA Board and approved by the District Governing Body (the County Commissioners). Both of these issues are discussed in Section 5, District Managing Board, of the attached Agreement.

Upon acknowledgment of the Agreement by the SROA Board (if the SROA Board chooses to do so), an individual to fill the ex-officio position can be recommended by the SROA Board through a separate action. The ex-officio recommendation would then be considered by the SSD Governing Body (County Commissioners) at a regularly scheduled meeting of the County Commissioners with the ex-officio position then being eligible for participation in SSD Board meetings thereafter.

FINANCIAL IMPACT: No direct financial impact to SROA.

ATTACHMENTS: Restated Sunriver Service District Management Agreement

SUBMITTED BY: James Lewis, General Manager



RESTATED SUNRIVER SERVICE DISTRICT MANAGEMENT AGREEMENT

Document No. 2024-395

PARTIES: The parties to this Restated Agreement are: (1) the Governing Body of the Sunriver Service District, a duly formed county service district; and (2) the Sunriver Service District Managing Board. In addition, the Sunriver Owners Association is provided acknowledgement status.

1. **Effective Date and Termination Date.** The effective date of this agreement shall be August 1, 2024 or the date on which the Governing Board and Managing Board have signed this Agreement, whichever is later. This agreement is a successor/replacement agreement to the original Sunriver Service District Management Agreement, Document No. 2002-147, as amended by Restated Sunriver Service District Management Agreement, Document No. 2018-695, as amended, and upon execution of this agreement, Documents Nos. 2002-147, and 2018-695, as amended shall become void. Unless earlier terminated as provided below, this Agreement shall automatically renew in the manner provided for in Section 14.
2. **Purpose.** The Sunriver Service District ("District") was formed on June 26, 2002, pursuant to ORS 451.410, et seq., for the purpose of acquiring, constructing, maintaining and operating services as set out below. The District shall continue to be managed and operated by a Managing Board which shall have the authority and duties as set out in this Agreement.
3. **Debt Limitation.** This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated. Therefore, any provisions herein, which would conflict with law, are deemed inoperative to that extent. Additionally, the District Managing Board shall not incur any debt unless authorized by this agreement or the District Governing Body.
4. **Structure.** The District Governing Body is comprised of the Board of County Commissioners of Deschutes County, Oregon ("BOCC"). The District Governing Body has delegated, pursuant to a Memorandum of Understanding, the operation of the District to the District Managing Board (hereinafter, the "District Managing Board"). The District Managing Board, as agent for and acting on behalf of the District Governing Body, shall have the duties and authority as set out in this Agreement.
5. **District Managing Board.**
 - a. **Composition.** The District shall be managed and operated by the District Managing

Board. The District Managing Board shall consist of five members, as follows:

1) Official Positions.

- Position 1: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 2: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 3: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 4: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 5: District property owner, registered district elector, or business owner representative within the district bounds.

2) Any board member who serves in any other capacity that has financial or regulatory dealings with the District must acknowledge those conflicts and is unable to serve in any District Managing Board officer capacity if the Managing or Governing Board indicates that the conflict (actual or perceived) is unresolvable. No more than one board position may be filled by such members at any given time. All board members will submit an updated conflict of interest disclosure annually.

3) Ex-Officio Positions. In addition to the above-designated positions there may be an ex-officio position held by a Deschutes County official. The Sunriver Owners' Association may also nominate an ex-officio position consisting of a board member, or other board-appointed representative. The ex-officio positions shall be appointed by and serve at the pleasure of the District Governing Body, shall not participate in executive session matters, and shall be non-voting positions.

4) Two members of the District Managing Board or the District Managing Board's designee shall be members of the Deschutes County 911 User Board.

5) Officers. The Chair, Vice Chair and Treasurer of the District Managing Board shall be selected in accordance with the District Bylaws.

6) A District Administrator may be designated and employed by the District Managing Board.

b. Term. Each member of the District Managing Board shall serve for a term of three years. Terms shall begin on September 1st and expire on August 31st of the ending year. A member shall serve for no more than two consecutive full terms. Partial terms are not counted as part of the two consecutive term limitation.

c. Appointments. The District Managing Board, except the ex-officio positions, shall be appointed by the District Governing Body after reviewing recommendations from the the District Managing Board. When a vacancy on the District Managing Board occurs, the Managing Board shall convene a group made up of no fewer than three district property owners to recommend suitable candidates to the Managing Board. The Managing Board

will make recommendations to the Governing Body for consideration of approval. Any nomination discussion shall include a criminal and conflict of interest background investigation prior to approval.

- d. **Removal.** Members of the District Managing Board shall serve at the pleasure of the Governing Body and may be removed with or without cause by action of the Governing body.
 - e. **Compensation And Expenses.** The District Managing Board members shall not be entitled to receive any compensation attributable to service as a member of the District Managing Board. A District Managing Board member may be reimbursed for any expense which he or she incurs on behalf of the District Managing Board, provided such expenditure is approved by the Chair of the District Managing Board and proper voucher(s) supporting such expenditure is submitted to the Chair. All of the Chair's expense reimbursement requests shall be submitted to the Vice Chair of the District Managing Board.
 - f. **Committees.** The District Managing Board shall have the authority to appoint such committees as in its discretion it deems necessary to assist the District Managing Board and/or the District Administrator in the operation of District. The duties and powers of such committees shall be determined by the District Managing Board.
 - g. **Meetings.** Each member of the District Managing Board, except ex-officio members, shall have an equal vote in all District Managing Board decisions. The District Managing Board shall hold regular meetings and may hold special meetings as necessary. A special meeting may be called by the District Managing Board Chair or upon the request of any three Board members. All meetings shall be held in accordance with the Bylaws of the District and shall comply with applicable requirements set forth in ORS Chapter 192.
6. **Administration.** The District Managing Board is authorized to contract for administrative services, leasing of District Facilities and employ an Administrator to manage the daily operations of the District.
7. **Authority and Duties of Managing Board.**
- a. **District Services.** Upon the issuance of an order by the District Governing Body pursuant to the provisions of ORS 451.485, and subsequent majority approval in a referendum vote upon such an order pursuant to ORS 451.487, the District Managing Board may acquire, construct, maintain, and operate any one or more of the following service facilities:
 - 1. Fire prevention and protection;
 - 2. Security services provided by agreement;
 - 3. Law enforcement services;
 - 4. Emergency medical services, including ambulance services.
 - b. **Recommendations.** Nothing herein shall be construed so as to prevent either the Association, Managing Board, or any other owner of property or elector within the District from initiating a recommendation to the District Governing Body either favoring or opposing an order relating to the above listed services, and the District Governing Body may by its own initiative request recommendations from the Association, Managing Board, or other members of the public

c. Contracting.

1. The authority to create any of the above service facilities shall include the authority to enter into agreements with necessary associations or public agencies. Purchasing of facilities, materials and services shall be in compliance with ORS Chapter 279, 279A, 279B, and 279C as applicable. All equipment, facilities, and materials purchased with public funds shall remain public property unless expended in the course of operation of the service facilities or disposed in accordance with the applicable laws relating to the disposal of surplus property of the district.
2. The District Managing Board shall have the authority to enter into agreements to be completed within the respective fiscal year for financing in anticipation of tax revenues or other funding sources.
3. Any lease, license, or other agreement with or sale or transfer ("agreement") to the Association shall not be greater than the fair market value of the reasonable cost for the agreement and must include an analysis by an independent third party verifying the value and reasonableness of the agreement. The requirement for a third-party analysis shall not, however, be required for any agreement whereby: 1) the District provides services to the Association for the enforcement of the homeowners' covenants, conditions and restrictions; or 2) the annual amounts then being paid to or received by the District or Association are increased or decreased by no more than ten (10) percent of the total of all amounts paid pursuant to all agreements for the most recent fiscal year of the District.

d. Financing Authority. The District Managing Board may obtain financing for any or all of the service facilities by any method authorized by law including, but not limited to the establishment of a tax base, the use of funds from a fund established under ORS 280.055 or ORS 451.540.

e. Bylaws. The District Managing Board shall adopt Bylaws for the operation of the District. The Bylaws shall be adopted by a two-thirds vote of the District Managing Board.

f. Budgeting. The District Managing Board shall prepare a proposed fiscal year budget for the District. The District Managing Board shall submit the proposed fiscal year budget to the Deschutes County Budget Committee established pursuant to the requirements of ORS 294.305 et seq.

g. Personnel. The District Managing Board may employ, evaluate and terminate employees necessary for performing the services of each service facility. The District Managing Board shall prepare and approve personnel standards and policies relating to all employees. Further, the District Governing Board delegates the authority and responsibility to the District Managing Board to establish personnel regulations for employees of the District which shall substantially accomplish the general purposes of ORS 242.702 to 242.824.

h. Purchasing. The District Managing Board may purchase, lease or otherwise contract for equipment and supplies necessary for any service facility approved in the fiscal year budget. The District Managing Board may enter into contracts to provide for financing

of needed equipment and supplies. The District Managing Board may not, however, enter into any obligation to be performed under a subcontract unless such subcontract provides for termination upon non-appropriation of funds by the District Governing Body.

- i. Liability Insurance. The District Managing Board shall maintain public liability insurance coverage in an amount not less than the tort limits for public bodies as set out in Oregon Tort Claims Act, ORS 30.260 et seq., naming the District, Governing Body, and District Managing Board as insureds. If required pursuant to any agreement with the Association, liability insurance purchased by the District Managing Board shall name the Association as an additional insured. The District Managing Board shall also maintain insurance covering the buildings, equipment and other tangible property, either owned or leased, by District in an amount not less than replacement value.
- j. Compliance with Budget and Public Records Laws. The financial transactions of the District Managing Board shall be in compliance with the requirements of the local budget laws and expenditure limitations contained in the laws of the State of Oregon. As applicable and subject to lawful non-disclosure or redaction, records of the District Managing Board shall be deemed public records in accordance with ORS Chapter 192.
- k. Confidentiality. The District Managing Board shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the District for any purpose not directly connected with the administration of the District Governing Body's or the District Managing Board's responsibilities under this Agreement except upon written consent of the District Governing Body, and if applicable, the employee, client, applicant or person. The District Managing Board shall ensure that its agents, officers and subcontractors and District employees with access to the District Governing Body and District Managing Board records understand and comply with this confidentiality provision..
- l. Drugs and Alcohol. The District Managing Board shall enforce a zero tolerance as to dealing, possession, or use of drugs or alcohol by the District Managing Board or the District's employees, subcontractors and agents while performing work under this agreement.
- m. Expense Reimbursement. The District Managing Board shall enforce the Expense Reimbursement Policies for each District Managing Board member, District employee and contractor. Only expenses reasonably and necessarily incurred in the performance of this agreement, an employee's employment or a contract shall be reimbursed. Expenses reimbursed shall be at the actual cost incurred, including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in the agreement. The cost of any contracted work approved in the agreement shall not be marked up. The District Managing Board shall not pay for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this agreement. The maximum amounts for certain reimbursable expenses are set forth in Exhibit "1," attached hereto and by this reference incorporated herein.
- n. Access to Records. The District Managing Board shall maintain fiscal records and all other records pertinent to this Agreement.
 - 1) All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for

at least three years following the final payment made under the agreement or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the agreement is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

- 2) The District Governing Body's authorized representatives shall have the right to direct access to all of the District Managing Board's books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The District Governing Body, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon the District Managing Board's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the District Managing Board which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions.

- 3) The District Managing Board shall include this provision in any subcontracts.
 - o. Materials. At all times, the District Managing Board shall make reasonable efforts to use recycled materials in the performance of work required under this agreement.
 - p. Compliance with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. The District Administrator and the District Managing Board shall comply with any requirements, conditions or limitations arising under the terms of any grant funding source or required pursuant to any Federal or State law, statute including all provisions in ORS 279, 279A, 279B, 279C, rule, regulation, executive order and policy applicable to this agreement.
 - q. Subcontractor. Any contracts that the District Administrator or District Managing Board may authorize shall contain all pertinent requirements of this agreement; the District Administrator and/or the District Managing Board shall be responsible for monitoring and reviewing the performance of the contractor.

8. Authority and Duties of District Governing Body.

- a. The District Governing Body shall provide, upon request of the District Managing Board, the necessary auditing services for the service facilities at reasonable cost to the District Managing Board.
- b. The District Governing Body, acting as members of the Budget Committee required by ORS 294.414, shall participate in the review and approval of the fiscal year budget, and shall assume responsibility for compliance with all publication, notice and hearing requirements for the budget process. The District Governing Body or its designee shall also prepare and complete all necessary election filings and other requirements for any tax base levy.

9. Accounting. The fiscal year of the District shall be the same as that established for Deschutes County, Oregon.

10. **Ownership of Work.** All work of the District Managing Board that results from this Agreement (the "Work Product") is the exclusive property of the District Governing Body.
11. **Review.** This Agreement shall be reviewed regularly (but not less than every three years) by the District Managing Board and the District Governing Board. Modifications or amendments to this Agreement may be proposed by the District Managing Board, electors of the District or the District Governing Body. Such modifications or amendments will become effective only upon the receipt of a two-thirds favorable vote by the District Governing Body.
12. **The Managing Board shall provide the District Governing Body with periodic reports** at the frequency and with the information prescribed by the District Governing Body. Further, at any time, the District Governing Body has the right to demand adequate assurances that the services provided by the District Managing Board will be in accordance with this Agreement. Such assurances provided by the District Managing Board shall be supported by documentation from third parties.
13. **Criminal and Conflict Background Investigations.** The District Managing Board understands that members of the District Managing Board and the District's employees are subject to periodic criminal background investigations as well as conflict of interest discovery by the District Governing Body and, if such investigations disclose criminal activity not disclosed by any member, such non-disclosure shall constitute a material breach of this agreement and the District Governing Body may terminate that District Managing Board member or employee effective upon delivery of written notice to the Board Member or employee, or at such later date as may be established by the District Governing Body. The District Managing Board shall include this provision in each contract with District contractors.
14. **Duration of Agreement.** This Agreement shall be automatically extended from year to year on the same terms and conditions, including modifications and amendments.
15. **Early Termination.** Notwithstanding Paragraph 14, this Agreement may be terminated as follows:
 - a. Mutual Consent. District Governing Body and District Managing Board, by mutual written agreement, may terminate this Agreement at any time.
 - b. Party's Convenience. District Governing Body or District Managing Board may terminate this Agreement for any reason upon 30 days written notice to the other party.
 - c. For Cause. District Governing Body may also terminate this agreement effective upon delivery of written notice to the District Managing Board, or at such later date as may be established by the District Governing Body, if state laws, regulations or guidelines are modified, changed or interpreted in such a way that the responsibilities may no longer be delegated to the District Managing Board.
 - d. District Managing Board Default or Breach. The District Governing Body, by written notice to the District Managing Board, may immediately terminate the whole or any part of this agreement under any of the following conditions:
 - 1) If the District Managing Board fails to provide services called for by this agreement within the time specified or any extension thereof.

- 2) If the District Managing Board fails to perform any of the other requirements of this agreement or so fails to pursue the work so as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the District Governing Body specifying such failure, the District Managing Board fails to correct such failure within 10 calendar days or such other period as the District Governing Body may authorize.

16. Remedies. In the event of breach of this Agreement the parties shall have the following remedies:

- a. Termination under paragraphs 15 a. through c. above shall be without prejudice to any obligations or liabilities of the District already reasonably incurred prior to such termination. The District Managing Board may not incur obligations or liabilities after the District Managing Board receives written notice of termination.
- b. If terminated under 15 d. by the District Governing Body due to a breach by the District Managing Board, the District Governing Body may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this agreement and declaration of ineligibility for the receipt of future agreement awards. Additionally, District Governing Body may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- c. In addition to the remedies in paragraph 15.b. for a breach by the District Managing Board, the District Governing Body also shall be entitled to any other equitable and legal remedies that are provided by law.
- d. Neither the District Governing Body nor the District Managing Board shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of District Governing Body or the District Managing Board, respectively. The District Managing Board shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- e. The passage of the agreement expiration date (one year from the date of the signing of this agreement) shall not extinguish or prejudice the District Governing Body's right to enforce this agreement with respect to any default or defect in performance that has not been cured.

17. District Managing Board's Tender upon Termination. Upon receiving a notice of termination of this Agreement, the District Managing Board shall immediately cease all activities under this Agreement, unless the District Governing Body expressly directs otherwise in such notice of termination. Upon termination of this Agreement, the District Managing Board shall deliver to the District Governing Body all documents, information, works-in-progress and other property that are or would be deliverables had the agreement been completed. Upon the District Governing Body's request, the District Managing Board shall surrender to anyone District Governing Body designates, all documents, research, objects or other tangible things needed to complete the work.

18. Waiver. The District Governing Body's delay in exercising, or failure to exercise any right, power, or privilege under this agreement shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The

remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between District Governing Body and the District Managing Board members that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The UN Convention on International Sales of Goods will not apply.
20. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
21. **Anti-discrimination Clause.** No person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this agreement when employed by the District. The District Managing Board shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Further, District Managing Board shall not discriminate against minority-owned, women-owned or emerging small businesses in awarding subcontracts.
22. **Amendments.** This agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the District Governing Body and the District Managing Board.
23. **Merger Clause.** The Memorandum of Understanding - Contract No. 2002-201, entered into in 2002 shall remain as a historic formation document, but is invalidated to the extent that any provision in it conflicts with any provision in this Restated Agreement. Accordingly, and upon signatures below, this Agreement constitutes the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement shall bind the parties unless in writing signed by the parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronically, or mailing the same, postage prepaid, to District Managing Board or District Governing Body at the address or number set forth below, or to such other addresses or numbers as any party may hereafter indicate pursuant to this Section 23. Any communication or notice so addressed and mailed shall be deemed delivered five (5) days after mailing. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. Any communication sent electronically shall be deemed delivered, unless a notice to the sender indicating it was undelivered. To be effective against District Governing Body, such facsimile transmission or electronic transmittal must be confirmed by telephone notice to District Governing Body's Administrator or Legal Counsel. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

To District Governing Body:

County Administrator
Deschutes County
1300 NW Wall St.
Bend, Oregon 97703

Courtesy copy to:

Sunriver Owners
Association
PO Box 3278
Sunriver, Oregon 97707

To District Managing Board:

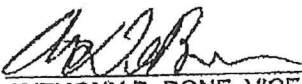
PO Box 2108
Sunriver, Oregon 97707

25. **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 7. k., n., o., p., 15-16, and 18-20.

Dates this 24 of JULY, 2024

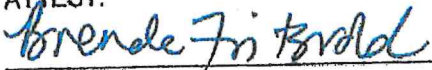
BOARD OF COUNTY COMMISSIONERS
Acting as Governing Body for
Sunriver Service District


PATTI ADAIR, CHAIR


ANTHONY DeBONE, VICE CHAIR

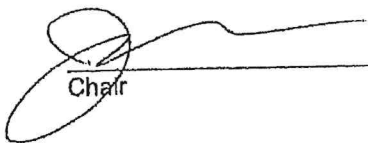

PHIL CHANG, COMMISSIONER

ATTEST:



Recording Secretary

SUNRIVER SERVICE DISTRICT MANAGING BOARD



Chair

25/5.1/2024
Date

SUNRIVER OWNERS ASSOCIATION - Acknowledging Identified Status and Designated Ex-Officio position

President

Date

EXHIBIT 1

**SUNRIVER SERVICE DISTRICT MANAGEMENT AGREEMENT
Expense**

Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. The District Managing Board will reimburse Board members and employees for expenses related to official business only. Reimbursement shall not exceed the current government rates for mileage, meals, lodging and incidentals as per Deschutes County policy.
 - b. Any exception to this reimbursement policy shall be approved by the District Managing Board.

**Board Book Section
(G)**

**SSD Managing Board
Ex Officio Position**

(Board Action Required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Administration

DATE: August 17, 2024

SUBJECT: Sunriver Service District/Deschutes County
Management Agreement

ACTION REQUESTED- I, Director _____ move to recommend _____ as the SROA ex-officio representative to the SSD Board as authorized by the Restated Sunriver Service District Management Agreement, Deschutes County Document No. 2024-395.

BACKGROUND: In July 2024, the Deschutes County Commissioners (County), acting as the Governing Body of the Sunriver Service District (SSD), voted to approve a new Restated SSD Management Agreement (County Document No. 2024-395) and void the previous SSD Management/Restated Management Agreements (County Document No.'s 2002-147, 2018-695) – the new Agreement was signed and became effective on July 25, 2024 upon signature by both the County and SSD.

The new Agreement includes a provision stating that SROA is afforded an ex-officio representative to the SSD Board as recommended by the SROA Board and approved by the District Governing Body (the County Commissioners). This issue is discussed in Section 5, District Managing Board, of the attached Agreement.

Upon acknowledgment of the Agreement through a previous action by the SROA Board (if the SROA Board chooses to do so), an individual to fill the ex-officio position can be recommended by the SROA Board through this separate action. The ex-officio recommendation will then be considered by the SSD Governing Body (County Commissioners) at a regularly scheduled meeting of the County Commissioners with the ex-officio position then being eligible for participation in SSD Board meetings thereafter.

FINANCIAL IMPACT: No direct financial impact to SROA.

ATTACHMENTS: Restated Sunriver Service District Management Agreement

SUBMITTED BY: James Lewis, General Manager



RESTATED SUNRIVER SERVICE DISTRICT MANAGEMENT AGREEMENT

Document No. 2024-395

PARTIES: The parties to this Restated Agreement are: (1) the Governing Body of the Sunriver Service District, a duly formed county service district; and (2) the Sunriver Service District Managing Board. In addition, the Sunriver Owners Association is provided acknowledgement status.

1. **Effective Date and Termination Date.** The effective date of this agreement shall be August 1, 2024 or the date on which the Governing Board and Managing Board have signed this Agreement, whichever is later. This agreement is a successor/replacement agreement to the original Sunriver Service District Management Agreement, Document No. 2002-147, as amended by Restated Sunriver Service District Management Agreement, Document No. 2018-695, as amended, and upon execution of this agreement, Documents Nos. 2002-147, and 2018-695, as amended shall become void. Unless earlier terminated as provided below, this Agreement shall automatically renew in the manner provided for in Section 14.
2. **Purpose.** The Sunriver Service District ("District") was formed on June 26, 2002, pursuant to ORS 451.410, et seq. for the purpose of acquiring, constructing, maintaining and operating services as set out below. The District shall continue to be managed and operated by a Managing Board which shall have the authority and duties as set out in this Agreement.
3. **Debt Limitation.** This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated. Therefore, any provisions herein, which would conflict with law, are deemed inoperative to that extent. Additionally, the District Managing Board shall not incur any debt unless authorized by this agreement or the District Governing Body.
4. **Structure.** The District Governing Body is comprised of the Board of County Commissioners of Deschutes County, Oregon ("BOCC"). The District Governing Body has delegated, pursuant to a Memorandum of Understanding, the operation of the District to the District Managing Board (hereinafter, the "District Managing Board"). The District Managing Board, as agent for and acting on behalf of the District Governing Body, shall have the duties and authority as set out in this Agreement.
5. **District Managing Board.**
 - a. **Composition.** The District shall be managed and operated by the District Managing

Board. The District Managing Board shall consist of five members, as follows:

1) Official Positions.

- Position 1: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 2: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 3: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 4: District property owner, registered district elector, or business owner representative within the district bounds.
- Position 5: District property owner, registered district elector, or business owner representative within the district bounds.

2) Any board member who serves in any other capacity that has financial or regulatory dealings with the District must acknowledge those conflicts and is unable to serve in any District Managing Board officer capacity if the Managing or Governing Board indicates that the conflict (actual or perceived) is unresolvable. No more than one board position may be filled by such members at any given time. All board members will submit an updated conflict of interest disclosure annually.

3) Ex-Officio Positions. In addition to the above-designated positions there may be an ex-officio position held by a Deschutes County official. The Sunriver Owners' Association may also nominate an ex-officio position consisting of a board member, or other board-appointed representative. The ex-officio positions shall be appointed by and serve at the pleasure of the District Governing Body, shall not participate in executive session matters, and shall be non-voting positions.

4) Two members of the District Managing Board or the District Managing Board's designee shall be members of the Deschutes County 911 User Board.

5) Officers. The Chair, Vice Chair and Treasurer of the District Managing Board shall be selected in accordance with the District Bylaws.

6) A District Administrator may be designated and employed by the District Managing Board.

b. Term. Each member of the District Managing Board shall serve for a term of three years. Terms shall begin on September 1st and expire on August 31st of the ending year. A member shall serve for no more than two consecutive full terms. Partial terms are not counted as part of the two consecutive term limitation.

c. Appointments. The District Managing Board, except the ex-officio positions, shall be appointed by the District Governing Body after reviewing recommendations from the the District Managing Board. When a vacancy on the District Managing Board occurs, the Managing Board shall convene a group made up of no fewer than three district property owners to recommend suitable candidates to the Managing Board. The Managing Board

will make recommendations to the Governing Body for consideration of approval. Any nomination discussion shall include a criminal and conflict of interest background investigation prior to approval.

- d. Removal. Members of the District Managing Board shall serve at the pleasure of the Governing Body and may be removed with or without cause by action of the Governing body.
- e. Compensation And Expenses. The District Managing Board members shall not be entitled to receive any compensation attributable to service as a member of the District Managing Board. A District Managing Board member may be reimbursed for any expense which he or she incurs on behalf of the District Managing Board, provided such expenditure is approved by the Chair of the District Managing Board and proper voucher(s) supporting such expenditure is submitted to the Chair. All of the Chair's expense reimbursement requests shall be submitted to the Vice Chair of the District Managing Board.
- f. Committees. The District Managing Board shall have the authority to appoint such committees as in its discretion it deems necessary to assist the District Managing Board and/or the District Administrator in the operation of District. The duties and powers of such committees shall be determined by the District Managing Board.
- g. Meetings. Each member of the District Managing Board, except ex-officio members, shall have an equal vote in all District Managing Board decisions. The District Managing Board shall hold regular meetings and may hold special meetings as necessary. A special meeting may be called by the District Managing Board Chair or upon the request of any three Board members. All meetings shall be held in accordance with the Bylaws of the District and shall comply with applicable requirements set forth in ORS Chapter 192.

6. **Administration.** The District Managing Board is authorized to contract for administrative services, leasing of District Facilities and employ an Administrator to manage the daily operations of the District.

7. **Authority and Duties of Managing Board.**

- a. District Services. Upon the issuance of an order by the District Governing Body pursuant to the provisions of ORS 451.485, and subsequent majority approval in a referendum vote upon such an order pursuant to ORS 451.487, the District Managing Board may acquire, construct, maintain, and operate any one or more of the following service facilities:
 - 1. Fire prevention and protection;
 - 2. Security services provided by agreement;
 - 3. Law enforcement services;
 - 4. Emergency medical services, including ambulance services.
- b. Recommendations. Nothing herein shall be construed so as to prevent either the Association, Managing Board, or any other owner of property or elector within the District from initiating a recommendation to the District Governing Body either favoring or opposing an order relating to the above listed services, and the District Governing Body may by its own initiative request recommendations from the Association, Managing Board, or other members of the public

c. Contracting.

1. The authority to create any of the above service facilities shall include the authority to enter into agreements with necessary associations or public agencies. Purchasing of facilities, materials and services shall be in compliance with ORS Chapter 279, 279A, 279B, and 279C as applicable. All equipment, facilities, and materials purchased with public funds shall remain public property unless expended in the course of operation of the service facilities or disposed in accordance with the applicable laws relating to the disposal of surplus property of the district.
2. The District Managing Board shall have the authority to enter into agreements to be completed within the respective fiscal year for financing in anticipation of tax revenues or other funding sources.
3. Any lease, license, or other agreement with or sale or transfer ("agreement") to the Association shall not be greater than the fair market value of the reasonable cost for the agreement and must include an analysis by an independent third party verifying the value and reasonableness of the agreement. The requirement for a third-party analysis shall not, however, be required for any agreement whereby: 1) the District provides services to the Association for the enforcement of the homeowners' covenants, conditions and restrictions; or 2) the annual amounts then being paid to or received by the District or Association are increased or decreased by no more than ten (10) percent of the total of all amounts paid pursuant to all agreements for the most recent fiscal year of the District.

d. Financing Authority. The District Managing Board may obtain financing for any or all of the service facilities by any method authorized by law including, but not limited to the establishment of a tax base, the use of funds from a fund established under ORS 280.055 or ORS 451.540.

e. Bylaws. The District Managing Board shall adopt Bylaws for the operation of the District. The Bylaws shall be adopted by a two-thirds vote of the District Managing Board.

f. Budgeting. The District Managing Board shall prepare a proposed fiscal year budget for the District. The District Managing Board shall submit the proposed fiscal year budget to the Deschutes County Budget Committee established pursuant to the requirements of ORS 294.305 et seq.

g. Personnel. The District Managing Board may employ, evaluate and terminate employees necessary for performing the services of each service facility. The District Managing Board shall prepare and approve personnel standards and policies relating to all employees. Further, the District Governing Board delegates the authority and responsibility to the District Managing Board to establish personnel regulations for employees of the District which shall substantially accomplish the general purposes of ORS 242.702 to 242.824.

h. Purchasing. The District Managing Board may purchase, lease or otherwise contract for equipment and supplies necessary for any service facility approved in the fiscal year budget. The District Managing Board may enter into contracts to provide for financing

of needed equipment and supplies. The District Managing Board may not, however, enter into any obligation to be performed under a subcontract unless such subcontract provides for termination upon non-appropriation of funds by the District Governing Body.

- i. Liability Insurance. The District Managing Board shall maintain public liability insurance coverage in an amount not less than the tort limits for public bodies as set out in Oregon Tort Claims Act, ORS 30.260 et seq., naming the District, Governing Body, and District Managing Board as insureds. If required pursuant to any agreement with the Association, liability insurance purchased by the District Managing Board shall name the Association as an additional insured. The District Managing Board shall also maintain insurance covering the buildings, equipment and other tangible property, either owned or leased, by District in an amount not less than replacement value.
- j. Compliance with Budget and Public Records Laws. The financial transactions of the District Managing Board shall be in compliance with the requirements of the local budget laws and expenditure limitations contained in the laws of the State of Oregon. As applicable and subject to lawful non-disclosure or redaction, records of the District Managing Board shall be deemed public records in accordance with ORS Chapter 192.
- k. Confidentiality. The District Managing Board shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the District for any purpose not directly connected with the administration of the District Governing Body's or the District Managing Board's responsibilities under this Agreement except upon written consent of the District Governing Body, and if applicable, the employee, client, applicant or person. The District Managing Board shall ensure that its agents, officers and subcontractors and District employees with access to the District Governing Body and District Managing Board records understand and comply with this confidentiality provision..
- l. Drugs and Alcohol. The District Managing Board shall enforce a zero tolerance as to dealing, possession, or use of drugs or alcohol by the District Managing Board or the District's employees, subcontractors and agents while performing work under this agreement.
- m. Expense Reimbursement. The District Managing Board shall enforce the Expense Reimbursement Policies for each District Managing Board member, District employee and contractor. Only expenses reasonably and necessarily incurred in the performance of this agreement, an employee's employment or a contract shall be reimbursed. Expenses reimbursed shall be at the actual cost incurred, including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in the agreement. The cost of any contracted work approved in the agreement shall not be marked up. The District Managing Board shall not pay for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this agreement. The maximum amounts for certain reimbursable expenses are set forth in Exhibit "1," attached hereto and by this reference incorporated herein.
- n. Access to Records. The District Managing Board shall maintain fiscal records and all other records pertinent to this Agreement.
 - 1) All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for

at least three years following the final payment made under the agreement or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the agreement is started before the end of the three-year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

- 2) The District Governing Body's authorized representatives shall have the right to direct access to all of the District Managing Board's books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices.

The District Governing Body, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon the District Managing Board's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the District Managing Board which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions.

- 3) The District Managing Board shall include this provision in any subcontracts.
 - o. Materials. At all times, the District Managing Board shall make reasonable efforts to use recycled materials in the performance of work required under this agreement.
 - p. Compliance with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. The District Administrator and the District Managing Board shall comply with any requirements, conditions or limitations arising under the terms of any grant funding source or required pursuant to any Federal or State law, statute including all provisions in ORS 279, 279A, 279B, 279C, rule, regulation, executive order and policy applicable to this agreement.
 - q. Subcontractor. Any contracts that the District Administrator or District Managing Board may authorize shall contain all pertinent requirements of this agreement; the District Administrator and/or the District Managing Board shall be responsible for monitoring and reviewing the performance of the contractor.

8. Authority and Duties of District Governing Body.

- a. The District Governing Body shall provide, upon request of the District Managing Board, the necessary auditing services for the service facilities at reasonable cost to the District Managing Board.
- b. The District Governing Body, acting as members of the Budget Committee required by ORS 294.414, shall participate in the review and approval of the fiscal year budget, and shall assume responsibility for compliance with all publication, notice and hearing requirements for the budget process. The District Governing Body or its designee shall also prepare and complete all necessary election filings and other requirements for any tax base levy.

9. **Accounting.** The fiscal year of the District shall be the same as that established for Deschutes County, Oregon.

10. **Ownership of Work.** All work of the District Managing Board that results from this Agreement (the "Work Product") is the exclusive property of the District Governing Body.
11. **Review.** This Agreement shall be reviewed regularly (but not less than every three years) by the District Managing Board and the District Governing Board. Modifications or amendments to this Agreement may be proposed by the District Managing Board, electors of the District or the District Governing Body. Such modifications or amendments will become effective only upon the receipt of a two-thirds favorable vote by the District Governing Body.
12. **The Managing Board shall provide the District Governing Body with periodic reports** at the frequency and with the information prescribed by the District Governing Body. Further, at any time, the District Governing Body has the right to demand adequate assurances that the services provided by the District Managing Board will be in accordance with this Agreement. Such assurances provided by the District Managing Board shall be supported by documentation from third parties.
13. **Criminal and Conflict Background Investigations.** The District Managing Board understands that members of the District Managing Board and the District's employees are subject to periodic criminal background investigations as well as conflict of interest discovery by the District Governing Body and, if such investigations disclose criminal activity not disclosed by any member, such non-disclosure shall constitute a material breach of this agreement and the District Governing Body may terminate that District Managing Board member or employee effective upon delivery of written notice to the Board Member or employee, or at such later date as may be established by the District Governing Body. The District Managing Board shall include this provision in each contract with District contractors.
14. **Duration of Agreement.** This Agreement shall be automatically extended from year to year on the same terms and conditions, including modifications and amendments.
15. **Early Termination.** Notwithstanding Paragraph 14, this Agreement may be terminated as follows:
 - a. Mutual Consent. District Governing Body and District Managing Board, by mutual written agreement, may terminate this Agreement at any time.
 - b. Party's Convenience. District Governing Body or District Managing Board may terminate this Agreement for any reason upon 30 days written notice to the other party.
 - c. For Cause. District Governing Body may also terminate this agreement effective upon delivery of written notice to the District Managing Board, or at such later date as may be established by the District Governing Body, if state laws, regulations or guidelines are modified, changed or interpreted in such a way that the responsibilities may no longer be delegated to the District Managing Board.
 - d. District Managing Board Default or Breach. The District Governing Body, by written notice to the District Managing Board, may immediately terminate the whole or any part of this agreement under any of the following conditions:
 - 1) If the District Managing Board fails to provide services called for by this agreement within the time specified or any extension thereof.

- 2) If the District Managing Board fails to perform any of the other requirements of this agreement or so fails to pursue the work so as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the District Governing Body specifying such failure, the District Managing Board fails to correct such failure within 10 calendar days or such other period as the District Governing Body may authorize.

16. Remedies. In the event of breach of this Agreement the parties shall have the following remedies:

- a. Termination under paragraphs 15 a. through c. above shall be without prejudice to any obligations or liabilities of the District already reasonably incurred prior to such termination. The District Managing Board may not incur obligations or liabilities after the District Managing Board receives written notice of termination.
- b. If terminated under 15 d. by the District Governing Body due to a breach by the District Managing Board, the District Governing Body may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this agreement and declaration of ineligibility for the receipt of future agreement awards. Additionally, District Governing Body may complete the work either itself, by agreement with another contractor, or by a combination thereof.
- c. In addition to the remedies in paragraph 15.b. for a breach by the District Managing Board, the District Governing Body also shall be entitled to any other equitable and legal remedies that are provided by law.
- d. Neither the District Governing Body nor the District Managing Board shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of District Governing Body or the District Managing Board, respectively. The District Managing Board shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- e. The passage of the agreement expiration date (one year from the date of the signing of this agreement) shall not extinguish or prejudice the District Governing Body's right to enforce this agreement with respect to any default or defect in performance that has not been cured.

17. District Managing Board's Tender upon Termination. Upon receiving a notice of termination of this Agreement, the District Managing Board shall immediately cease all activities under this Agreement, unless the District Governing Body expressly directs otherwise in such notice of termination. Upon termination of this Agreement, the District Managing Board shall deliver to the District Governing Body all documents, information, works-in-progress and other property that are or would be deliverables had the agreement been completed. Upon the District Governing Body's request, the District Managing Board shall surrender to anyone District Governing Body designates, all documents, research, objects or other tangible things needed to complete the work.

18. Waiver. The District Governing Body's delay in exercising, or failure to exercise any right, power, or privilege under this agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The

remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between District Governing Body and the District Managing Board members that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim must be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The UN Convention on International Sales of Goods will not apply.
20. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
21. **Anti-discrimination Clause.** No person shall, on the grounds of race, color, creed, national origin, sex, marital status, or age, suffer discrimination in the performance of this agreement when employed by the District. The District Managing Board shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Further, District Managing Board shall not discriminate against minority-owned, women-owned or emerging small businesses in awarding subcontracts.
22. **Amendments.** This agreement may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the District Governing Body and the District Managing Board.
23. **Merger Clause.** The Memorandum of Understanding - Contract No. 2002-201, entered into in 2002 shall remain as a historic formation document, but is invalidated to the extent that any provision in it conflicts with any provision in this Restated Agreement. Accordingly, and upon signatures below, this Agreement constitutes the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement shall bind the parties unless in writing signed by the parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronically, or mailing the same, postage prepaid, to District Managing Board or District Governing Body at the address or number set forth below, or to such other addresses or numbers as any party may hereafter indicate pursuant to this Section 23. Any communication or notice so addressed and mailed shall be deemed delivered five (5) days after mailing. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. Any communication sent electronically shall be deemed delivered, unless a notice to the sender indicating it was undelivered. To be effective against District Governing Body, such facsimile transmission or electronic transmittal must be confirmed by telephone notice to District Governing Body's Administrator or Legal Counsel. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

To District Governing Body:

County Administrator

Deschutes County

1300 NW Wall St.

Bend, Oregon 97703

Courtesy copy to:

Sunriver Owners

Association

PO Box 3278

Sunriver, Oregon 97707

To District Managing Board:

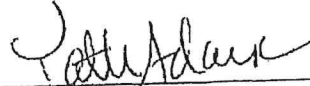
PO Box 2108

Sunriver, Oregon 97707

25. **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 7. k., n., o., p., 15-16, and 18-20.

Dates this 24 of JULY, 2024


BOARD OF COUNTY COMMISSIONERS
Acting as Governing Body for
Sunriver Service District


PATTI ADAIR, CHAIR


ANTHONY DeBONE, VICE CHAIR

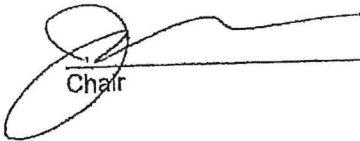

PHIL CHANG, COMMISSIONER

ATTEST:



Recording Secretary

SUNRIVER SERVICE DISTRICT MANAGING BOARD



Chair

25/5ul/2024
Date

SUNRIVER OWNERS ASSOCIATION - Acknowledging Identified Status and Designated Ex-Officio position

President

Date

EXHIBIT 1

**SUNRIVER SERVICE DISTRICT MANAGEMENT AGREEMENT
Expense**

Reimbursement

1. Travel and Other Expenses. (When travel and other expenses are reimbursed.)

a. The District Managing Board will reimburse Board members and employees for expenses related to official business only. Reimbursement shall not exceed the current government rates for mileage, meals, lodging and incidentals as per Deschutes County policy.

b. Any exception to this reimbursement policy shall be approved by the District Managing Board.

**Board Book Section
(H)**

SROA Board Vacancy Selection

(Board Action Required)

**Board Book Section
(I)**

Design Manual of Rules & Procedures Section 6.08

(Board Action Required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Community Development – Design Committee

DATE: August 17, 2024

SUBJECT: Design Committee Manual of Rules and Procedures – Proposed Section 6.08 – added language regarding appeals to the Appeals Board and the scope of the review.

ACTION REQUESTED- I, Director _____ move to approve the recommendations from the SROA Design Committee, as attached hereto for new language to be added to Section 6.08 of the SROA Design Manual of Rules & Procedures.

BACKGROUND: The proposed amendments reflect elements guiding the authority and extent of the Appeals Board’s review process (for appeals of Design Committee decisions) that were included in the prior SROA Design Manual of Rules & Procedures but not included in the current version of the Manual adopted in June 2024.

The prior Design Manual of Rules and Procedures included the following language in Section 8.03 to guide the Appeals Board in the scope of its review authority, as follows.

“It shall be the function of the Appeals Board to review final decisions of the Design Committee when an appeal is requested by any party following procedure for filing an appeal set forth in Section 8.05 (a) or (b) of the Consolidated Plan of Sunriver. The Appeals Board shall consider only matters presented at the time of the Design Committee review and/or re-review. The sole issues before the Appeals Board shall be whether the Design Committee properly applied the Design rules to the facts before it at the time of the review and/or re-review, and whether any exercise of discretion granted by the design rules constituted any abuse of discretion.”

The parameters established in the previous Design Manual that established the scope of the Appeals Board review were/are important inasmuch as they provide specific criteria outlining the extent of the authority that the Appeals

Board has when considering Design Committee decisions. By including the proposed language from the previous design manual in the current Design Manual, there will be clarity to both the Appeals Board and the appellant as to what the Appeals Board can consider during its review. The criteria afford the Appeals Board the ability to consider the decision-making process by the Design Committee, but do not enable the Appeals Board to consider the merits of the design/development project. This reinforces and acknowledges the authority given to the Design Committee by the SROA Consolidated Plan as the sole decision maker for the design elements of development projects (meaning that the Design Committee is the sole body authorized to consider the merits of the project as related to the Design Manual criteria), but allows a review of the underlying decision-making process (“...whether the Design Committee properly applied the Design rules to the facts before it at the time of the review and/or re-review, and whether any exercise of discretion granted by the design rules constituted any abuse of discretion.”). The inclusion of this language also prevents the Appeals Board from being drawn into a discussion on the merits of the project by the appellant (meaning, discussing the design elements as related to the Design Manual criteria) which is the charge of the Design Committee as described above.

Note: In the appeals language previously included in the Design Manual, the terms “hearing and re-hearing” were included but were used incorrectly. In the 2020 version of the Design Manual and the updated March 16, 2024, version, the Design Manual uses the terms “review and/or re-review” instead, which is consistent with the rest of the language in the Manual referring to procedures.

ATTACHMENTS: Proposed new text for Section 8.03 of the Design Manual.

ESTIMATED FINANCIAL IMPACT: None. The amendment is limited to the procedural requirements of the Appeals Board.

SUBMITTED BY: Jacki Bue, Community Development Director

**Board Book Section
(J)**

**Design Manual of Rules & Procedures
Sections 4 and 5**

(Board Action Required)

SROA BOARD ACTION REQUEST

DEPARTMENT: Community Development – Design Committee

DATE: August 17, 2024

SUBJECT: Design Committee Manual of Rules and Procedures – Updates to Sections 4.02, 4.03, 5.02, and 5.03 regarding fencing requirements for multi-residential, commercial, resort, village and private non-residential properties.

ACTION REQUESTED: I, Director _____ move to approve the recommendations from the SROA Design Committee, as attached hereto, amending Sections 4.03, 5.02 and 5.03 of the SROA Design Manual of Rules & Procedures to add fencing requirements for multi-residential, commercial, resort, village and private non-residential properties.

BACKGROUND: The proposed new language reflects design standards for multi-residential, commercial, resort, village and private non-residential properties that were not included when the new Design Manual of Rules & Procedures was adopted on June 15, 2023, and subsequently amended on March 16, 2024.

Specific requirements for fences, both permanent and temporary, on such designated properties were not included in the previous or current Design Manual. However, many such fences exist in Sunriver (such as fences for: tennis courts, pastures, RV storage, pools, tree protection, recreation facility protection, etc.) – many of these fences have been in existence (permanent) or used (temporary) for many years. Many of these fences were approved through a design review or other permitting process without specific standards or discretionary criteria established in the Design Manual. The proposed text will establish a clear set of standards that have to be met for such fences and establish tighter criteria where discretion is allowed.

Note:

a.) “Community Fencing” is defined as multi-residential properties, such as Association of Unit Owners (AUO) or sub associations.

b.) "Commercial Fencing" is defined as Commercial, Resort, Village and Private Non-Residential Properties.

ATTACHMENTS: Proposed amendments to Sections 4.03, 5.02 and 5.03 of the SROA Design Manual of Rules & Procedures.

ESTIMATED FINANCIAL IMPACT: Minimal as related to application fees.

SUBMITTED BY: Jacki Bue, Community Development Director

4.02 COMMUNITY FENCING [Existing sections 4.02. 4.03 will be renumbered accordingly]

a. General Provisions

1. The purpose and objective of this Section is to provide criteria for the installation and maintenance of Community fencing.
2. Permanent Community fencing shall be consistent with the allowable purpose and use as described in County zoning ordinances and any applicable Sunriver Declarations.
3. All fencing shall be maintained in good condition at all times.

b. Review and Approval of Permanent Community Fencing

1. All proposals for permanent Community fencing shall be subject to Design Committee review. [NOTE: Section 6 Table 1 needs to be revised to include this as a Type 3 review in "Hot Tubs, Screen Walls and Fencing"]
2. All applications for permanent Community fencing shall demonstrate that the proposed fencing is necessary to address one or more of the following:
 - a) To promote public safety;
 - b) To comply with Federal, State, County and/or other permitting agency requirements;
 - c) To abate noise;
 - d) To visually shield the enclosed area for aesthetic purposes;
 - e) To prevent unauthorized access;
 - f) To contain/enclose the underlying or intended use;
 - g) To prevent damage to amenities and/or natural areas; or
 - h) To address a specific need that is unique to the Property.

c. Design Standards for Permanent Community Fencing. The Design Committee shall have discretion in determining the most appropriate design, height, size, and materials based on the individual application. The following are design standards that provide guidance to the applicant and the Design Committee:

1. Wood fences shall be either vertical privacy type or post and log or split-rail and shall be of a stain or color that is compatible with the natural surroundings.
2. Chain-link fences shall be vinyl coated in either black, dark green, or brown and may contain privacy slats or screens in matching colors.
3. Metal fences shall be steel or aluminum in black only.
4. Stone fences shall follow the general criteria as described in Section 3.14.

d. Review and Approval of Temporary Community Fencing.

1. Temporary fencing shall require Design Committee review and approval. [NOTE: Section 6 Table 1 shall be revised to include this as a Type 2A Review]
2. Temporary fencing shall only be in place for a duration not to exceed the required or demonstrated need for the fencing.
3. The applicant must demonstrate that the temporary fencing meets the requirements set forth in Section 4.02(b)(2).
4. The applicant shall identify the purpose, dimensions, materials, and estimated length of time needed. If seasonal and recurring, the application will also identify the months of use and recurrent need. Once a seasonal/recurring application has been approved, the applicant need not submit further applications for that recurring need unless there is a proposed change to the originally approved fencing.
5. Construction and Protective Root Zone ("PRZ") fencing is subject to the requirements of DCM 2.06.

e. Design Standards for Temporary Community Fencing.

1. Temporary fences shall consist of removable fencing and support structures not intended to be permanently affixed.
2. Temporary fences may consist of ropes, nylon fence strapping, smooth wire, snow fencing, or similar materials.

f. Prohibited Fencing Materials. Whether fencing is permanent or temporary, the following materials and designs are prohibited: vinyl, lattice, picket styles, barbed wire, bamboo, reflective or plain galvanized metal, ornamental details or hardware, sharp points or projections.

g. Nonconforming Fences. Existing non-conforming fences that do not have a record of approval may be allowed to continue at the discretion of the Design Committee if the requirements set forth in Section 4.02(b)(2) are met. Any modification of a non-conforming fence shall meet the requirements herein.

Draft as Approved at 8/9/2024 DC Meeting

5.02 COMMERCIAL PROPERTY FENCING [Section 11 will be deleted from Section 5.01 and replaced with this new Section 5.02. Existing sections 5.02 and 5.03 will be renumbered accordingly]

a. General Provisions

1. The purpose and objective of this Section is to provide criteria for the installation and maintenance of Commercial, Resort, Village and Private Non-Residential Properties {collectively referred to as "Commercial Property"} fencing.
2. Permanent Commercial Property fencing shall be consistent with the allowable purpose and use as described in County zoning ordinances and any applicable Sunriver Declarations.
3. All fencing shall be maintained in good condition at all times.

b. Review and Approval of Permanent Commercial Property Fencing

1. All proposals for permanent Commercial Property fencing shall be subject to Design Committee review. [NOTE: Section 6 Table 1 needs to be revised to include this as a Type 3 review in "Hot Tubs, Screen Walls and Fencing"]
2. All applications for permanent Commercial Property fencing shall demonstrate that the proposed fencing is necessary to address one or more of the following:
 - a) To promote public safety;
 - b) To comply with Federal, State, County and/or other permitting agency requirements;
 - c) To abate noise;
 - d) To visually shield the enclosed area for aesthetic purposes;
 - e) To prevent unauthorized access;
 - f) To contain/enclose the underlying or intended use;
 - g) To prevent damage to amenities and/or natural areas; or
 - h) To address a specific need that is unique to the Property.

c. Design Standards for Permanent Commercial Property Fencing. The Design Committee shall have discretion in determining the most appropriate design, height, size, and materials based on the individual application. The following are design standards that provide guidance to the applicant and the Design Committee:

1. Wood fences shall be either vertical privacy type or post and log or split-rail and shall be of a stain or color that is compatible with the natural surroundings.
2. Chain-link fences shall be vinyl coated in either black, dark green, or brown and may contain privacy slats or screens in matching colors.
3. Metal fences shall be steel or aluminum in black only.

4. Stone fences shall follow the general criteria as described in Section 3.14.
5. Pasture fencing shall be wooden post or T-post with wood rails, smooth wire/cable, and/or nylon fence strapping.

d. Review and Approval of Temporary Commercial Property Fencing.

1. Temporary fencing shall require Design Committee review and approval. [NOTE: Table 6 will be revised to include this as a Type 2A Review]
2. Temporary event fencing, i.e. crowd/traffic barriers, installed for a period of seven (7) days or less is exempt from the requirements set forth in this section.
3. Temporary fencing shall only be in place for a duration not to exceed the required or demonstrated need for the fencing.
4. The applicant must demonstrate that the temporary fencing meets the requirements set forth in Section 5.02(b)(2).
5. The applicant shall identify the purpose, dimensions, materials, and estimated length of time needed. If seasonal and recurring, the application will also identify the months of use and recurrent need. Once a seasonal/recurring application has been approved, the applicant need not submit further applications for that recurring need unless there is a proposed change to the originally approved fencing.
6. Construction and Protective Root Zone ("PRZ") fencing is subject to the requirements of DCM 2.06.

e. Design Standards for Temporary Commercial Property Fencing.

1. Temporary fences shall consist of removable fencing and support structures not intended to be permanently affixed.
2. Temporary fences may consist of ropes, nylon fence strapping, smooth wire, snow fencing, or similar materials.

f. Prohibited Fencing Materials. Whether fencing is permanent or temporary, the following materials and designs are prohibited: vinyl, lattice, picket styles, barbed wire, bamboo, reflective or plain galvanized metal, ornamental details or hardware, sharp points or projections.

g. Nonconforming Fences. Existing non-conforming fences that do not have a record of approval may be allowed to continue at the discretion of the Design Committee if the requirements set forth in Section 5.02(b)(2) are met. Any modification of a non-conforming fence shall meet the requirements herein.

**Board Book Section
(K)**

Other Business

**Board Book Section
(L)**

Executive Session if Needed