



CITY OF BEND

September 26, 2022

LOCATION

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Downtown Bend

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MAYOR

Gena Goodman-Campbell

MAYOR PRO-TEM

Anthony Broadman

CITY COUNCILORS

Melanie Kebler
Megan Perkins
Barb Campbell
Mo Mitchell
Stephen Sehgal

CITY MANAGER

Eric King

Nicole Merritt
Executive Director
Central Oregon Villages
680 NW Bond Street
Bend, OR 97701

RE: HB 2006 Emergency Shelter Approval – Central Oregon Villages (COV)

Thank you for your HB 2006 application and offer to support our community with an emergency shelter in the form of 20 individual pallet structures to be located at 62010 SE 27th Street (Bend). Your application addressed the items listed in HB 2006 and provided sufficient information for approval. This approval is not a land use decision and is subject to review only under ORS 34.010 to 34.100.

The enclosed memorandum outlines the City's review of your application under criteria listed in HB 2006. The City's approval of the application is based on the materials submitted by the applicant and criteria in HB 2006, and is not to be considered a general approval or authorization of the applicant's operations.

The memorandum includes conditions of approval which must be met. The applicant is advised to perform its own due diligence to ensure that its operations comply with any other applicable laws, regulations, and standards. Divergence from the plans and materials submitted by the applicant may be grounds for revocation of this approval.

We appreciate the work you do for our community and wish you the best of luck in this next endeavor. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric King", written over a horizontal line.

Eric King
Bend City Manager

Enclosed: Findings and Conditions of Approval

INTERNAL MEMO



To: Eric King

From: Shelly Smith

Date: 9/23/2022

Re: Central Oregon Villages Shelter Siting Under HB 2006/4051

On May 12th, Governor Brown signed into legislation HB 2006, a bill intended to respond to the current statewide housing crisis authorizes the siting of emergency shelters if certain conditions are met.

Central Oregon Villages (COV) is a non-profit 501(c)3 charitable organization operating in Bend (OR). Their stated mission is to “provide a safe, secure place to live for those who have been experiencing homelessness.” They are proposing to site an emergency shelter on a 1.37 acres property located at 62010 SE 27th Street in Bend under HB 2006.

They have listed SquareOne Villages (SOV), a non-profit 501(c)3 organization with nine years of experience successfully operating similar shelter villages including Opportunity Village (Eugene), as their partner in this emergency shelter.

The factors in the statute and a brief analysis of how Central Oregon Villages’ proposal meets each is outlined in this memo. This approval is not a land use decision and is subject to review only under ORS 34.010 to 34.100.

Section 2:

“Emergency shelter” means a building or cluster of buildings that provides shelter on a temporary basis for individuals and families who lack permanent housing.”

Central Oregon Villages (COV) intends to provide shelter on a temporary basis for individuals and families who lack permanent housing in 20 Pallet structures located at 62010 SE 27th Street (Bend). The application states that these structures will be located on 1.37 acres of land.



Pallet shelters are considered buildings or clusters of buildings under HB 2006 as evidenced by legislative history. Under the Oregon Structural Specialty Code Section 202, a “Building” is “any structure utilized or intended for supporting or sheltering any use or occupancy.” Under this same code, a “Structure” is defined as “that which is built or constructed.” Therefore, the existing Pallet units proposed in COV’s application constitute Emergency Shelters in accordance with this Section.

Section 3:

“A local government shall approve an application... for emergency shelter on any property... if the emergency shelter:

“(a) Includes sleeping and restroom facilities for clients;

COV’s application states and site map indicates that sleeping facilities will be provided in Pallet structures and restroom facilities will be provided through on-site portable toilets. This criteria is met.

(b) Will comply with applicable building codes;

The City’s Building Official has provided written correspondence that “Acknowledges there has been a discussion and it is reasonably likely that the proposed Central Oregon Villages’ Temporary Outdoor Shelter located at 62010 SE 27th Street (Bend) can meet applicable City of Bend building code. The site is expected to have 10 Pallet shelters initially and up to 20 Pallet shelters.”

This site will be operated as an emergency overnight shelter and adheres to guidance in Building Code, Section 108 Temporary Structures and Uses which states:

108.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause. See Chapter 31 for additional requirements. Tents and other membrane structures erected for a period of less than 180 days are regulated by the fire official. 108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103. 108.3 Termination of approval. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be dis-continued.

Pursuant to Section 108, this shelter is approved for occupancy for six months, and may be extended. Permanent alterations or a change of occupancy permit could result in permanent occupancy approval.



There are no building codes that apply to portable Pallet structures or portable bathrooms.

Condition of approval: Applicant must obtain all required building permits for any applicable structures. Portable toilets, Pallet structures, and any other structures must comply with applicable building codes, including them minimum number of ADA-compliance and accessible units.

(c) Is located within an urban growth boundary...

The shelter location is 62010 SE 27th Street (Bend), within the City's Urban Growth Boundary. This criteria is met.

(d) will not result in the development of a new building that is sited within an area designated under a statewide land use planning goal related to natural disasters and hazards...

The site is not within an area designated under a statewide land use planning goal related to nature disasters and hazards. The subject property is not within any floodplain areas, natural hazards, or other mapped environmental health hazards. This criteria is met.

(e) has adequate transportation access to commercial and medical services

The proposed site is less than 500 feet from Cascade Transit's closest bus stop, which provides services to commercial and medical services throughout the City of Bend. Commercial services are within .6 miles of the location and approximately 1.5 miles from St. Charles Medical Center where many of Bend's health care providers are located. This criteria is met.

(f) Will not pose any unreasonable risk to public health or safety

The application has been reviewed by the City's Building Official, as described above, and Fire Department for public health and safety. Additionally, the applicant self-certifies that this facility will not pose any unreasonable risks to public health or safety, pursuant to building code compliance, fire and other emergency safety access, operating plans and mitigating steps outlined within the application materials. Safe transportation infrastructure is present, as well as potable water and sanitary sewer. Staff believe that this application will meet basic public health and safety as submitted. This criteria is met.

Agency structure

COV is a registered 501(c)(3), which is a non-profit operating under 501(a) IRS determination. An IRS Determination letter was submitted with the application. COV meets the agency structure criteria.



COV included an affiliation agreement with their application that states that SquareOne Villages will provide services in connection with planning, implementing and/or sustaining a permanently affordable village.

Condition of approval: COV and SquareOne must enter into a partnership scope of work that shows a clear commitment to partner in implementing and sustaining the operations of the shelter. COV must provide evidence of this scope of work amendment to the Affiliation Agreement to the City. COV must provide written notice to the City of Bend prior to termination of affiliation agreement. The approval for the shelter at this location with COV will terminate on the date of the affiliation agreement termination with SOV, unless renewed with written evidence of a new partnership with eligible entity approved by the City.

Type of Shelter (youth shelter, winter/warming shelter, day shelter, family shelter homes all allowed)

The applicant has specified that the targeted population for this emergency shelter will be: elderly women; younger women with children, women with DV, and the general population.

Condition of approval: Applicant may offer family violence shelter home as defined in ORS, or other shelter types that comply with applicable State and federal fair housing laws, as well as Housing and Urban Development (HUD) guidance on gender-segregated shelters, including nondiscrimination based on gender identity.

(3) Additional amenities and services:

In addition to sleeping and restroom facilities, COV plans to provide the following additional amenities and services:

“COV will provide hand washing facilities, personal property storage, prepared meals and food for cooking, case management, housing navigation services, health services, and other services incidental to shelter at no cost to residents. Case management will be provided by COV staff and will include: housing needs assessment, transition goal-setting, identification of barriers to long-term housing, weekly progress meetings and referrals to other service providers. COV staff will participate in on-going training opportunities.”

COV also states that “Participants will be required to pay a program fee of \$35 per month. Should a participant not be financially able to pay the required participation



fee, they will be allowed to volunteer two additional hours per month in leu of the \$35 fee. Volunteer opportunities will be approved by COV staff prior to hours being completed.”

Per HB 2006, fees may only be charged for additional services requested by guests.

Condition of approval: Any fees charged by COV may only apply to individuals who opt in to services beyond shower, storage, laundry, food service, recreation areas, and case management, and only if they are able to pay.

Section 4:

HB 4051 extended the repeal date of HB 2006 to July 1, 2023 at 5:00 p.m. Central Oregon Villages’ full application was received prior to this deadline. This criteria is met.

The establishment of emergency overnight shelters located within the City of Bend is one of the strategies approved by the Bend City Council to address houselessness in Deschutes County. Central Oregon Villages’ proposal will assist the City in achieving its goal.

Staff recommends approval of the proposal from Central Oregon Villages. COV will have two years from the date of this approval to begin operations, subject to all conditions of approval stated above.





Application for Emergency Shelter Siting (HB 2006)

Name of Applicant Organization: Central Oregon Villages

Name of Person completing application: Nicole Merritt

Contact Address: 680 NW Bond St, Bend, OR 97701

Phone Number: 541-382-1672 ext 7

Email address: nicky@covillages.org

If operator is different from applicant organization:

Name of shelter operator:

Contact Address:

Phone Number:

Email address:

Anticipated date of opening of emergency shelter: November 1, 2022

Applicant Status:

Local government

Housing Authority

Public benefit corporation (attach copy of incorporation documents showing charitable purpose including support of homeless individuals and show tax exempt status granted prior to Jan. 1, 2018)

Non-Profit (If selected, also select partner entity type below)

Local government Housing Authority Public benefit corporation

Number of years' experience operating an emergency shelter: 9

Do you have a pending building permit application? Yes No

Permit number(s): Click or tap here to enter text.

Is this new construction? Yes No

Does the proposed shelter contain sleeping and restroom facilities for clients? Yes No



Application for Emergency Shelter Siting (HB 2006)

Provide narrative statement answering the following questions:

1. How previous shelter operations demonstrate “best practices for operating an emergency shelter.”
2. Other services to be provided onsite, including number of people anticipated to be served, general site layout details, plans for sanitation, garbage, health and safety and description of access to transportation and services.
3. How the proposal meets all requirements of Section 3 of HB 2006. If you do not provide sufficient information for the City to determine if all requirements will be met, the City may not deem your application complete until sufficient information is submitted. Any approval is contingent on issuance of a valid building permit, if required, and the facility meeting applicable building code.

List of attachments:

1. Diagram of the facility indicating sleeping and restroom areas, and areas for other services identified in narrative statement.
2. Site Plan showing the building location, including access for emergency vehicles and clients and existing water and sewer connections, or intended locations if these systems are not currently connected on site, and other relevant information.
3. Email or other correspondence from Bend Fire Department indicating that emergency vehicles can safely access the proposed site. Inquiries to the Fire Department should be directed to Deputy Fire Chief Larry Medina at lmedina@bendoregon.gov or (541) 322-6308.
4. Building Division acknowledgment that there has been a discussion and it is reasonably likely that the proposed shelter(s) can meet building code after further discussion. Inquiries should be directed to Building Division Manager Joe McClay at jmccclay@bendoregon.gov or (541) 693-2145.
5. If land is not owned by applicant, a statement from the property owner and/or the lease document that shows agreement with the planned use.
6. Shelter capital and operations budget, including descriptions of funds that have been secured, applied for, and any needed funds not yet secured.

Self-certification – I certify that:

X I will ensure compliance with applicable building codes, and provide copies of any applicable building permit approvals associated with this application.

X This facility will not pose unreasonable health and safety issues



CITY OF BEND

Application for Emergency Shelter Siting (HB 2006)

X This facility will be providing adequate access to emergency services and for residents to access commercial/medical services.

Sign here: _____

Date:



Application for Emergency Shelter Siting (HB 2006)

X This facility will be providing adequate access to emergency services and for residents to access commercial/medical services.

Sign here: Neelbert

Date: 9/8/2022



HB 2006 APPLICATION FOR A TEMPORARY OUTDOOR SHELTER AT DESERT STREAMS CHURCH AT 27TH AND BEAR CREEK INBEND

1. HOW PREVIOUS SHELTER OPERATIONS DEMONSTRATE “BEST PRACTICES FOR OPERATION AN EMERGENCY SHELTER.

Central Oregon Villages (COV) in partnership with SquareOne Villages (SOV) has the opportunity to lease 1.37 acres of property at 62010 SE 27th Street, Bend OR 97701 and is requesting this site be utilized as an Emergency Shelter as allowable under HB 2006.

The shelter will be operated by Central Oregon Villages in partnership with SquareOne Villages. Both organizations are 501(c)3 nonprofit organizations that meets the definition of a public benefit corporation as defined in ORS 65, and have a charitable purpose that includes supporting unhoused individuals.

SquareOne has nine years of experience successfully operating similar shelter villages including Opportunity Village Eugene. The partnership between Central Oregon Villages and SquareOne Villages commenced September 29, 2021 with an affiliation agreement. The agreement gave COV the right to operate the proposed village using the SOV program model and methodologies. In addition, SOV has consulted and participated in the development of the proposed site by attending COV board meetings, City of Bend meetings, neighborhood association meetings and community meetings as well as reviewing and developing site plans and best practices. SquareOne Villages provides positive experience with the creation and operation of managed villages in Eugene and has continued enthusiasm in partnering, collaborating and consulting with COV in this important work in Central Oregon. SOV will provide on-going consultation for the training and oversight of shelter staff.

2. OTHER SERVICES TO BE PROVIDED ONSITE, INCLUDING NUMBER OF PEOPLE ANTICIPATED TO BE SERVED, GENERAL SITE LAYOUT DETAILS, PLANS FOR SANITATION, GARBAGE, HEALTH AND SAFETY AND DESCRIPTION OF ACCESS TO TRANSPORTATION AND SERVICES.

Services Provided

In addition to basic shelter, COV will provide portable restrooms and hand washing facilities, personal property storage, prepared meals and food for cooking, case management, housing navigation services, health services, and other services incidental to shelter at no cost to residents. Case management will be provided by COV staff and will include: housing needs assessment, transition goal-setting, identification of barriers to long-term housing, weekly progress meetings and referrals to other service providers. COV staff will participate in on-going training opportunities.

Participants will be required to pay a program fee of \$35 per month. Should a participant not be financially able to pay the required participation fee, they will be allowed to volunteer two additional hours per month in lieu of the \$35 fee. Volunteer opportunities will be approved by COV staff prior to hours being completed.

Number of People Served

COV will place a total of 20 individual Pallet shelters on the leased 1.37 acres at Desert Streams Church that will sleep a minimum of 20 people. If couples or families are selected as residents, the number could be slightly higher.

General Site Layout

The intended area to be used is approximately 1.37 acres immediately east of the Desert Streams Church. Structures will include 20 individual Pallet shelters, portable restrooms and personal property storage facilities. These shelters and all of the facilities will be temporary and/or mobile. The only permanent infrastructure we intend to install at this time is electric power to support the site. Parking for staff, volunteers and participants will be provided inside the fenced village.

There will be privacy fencing around the entire 1.37-acre site and a gated entry. This will offer the residents some privacy as well as defining the specific area for the shelter.

Please see site plan for further details.

Sanitation and Garbage

A dumpster will be located on-site for garbage disposal. Portable restrooms, hand washing stations and an outdoor kitchen area will also be provided. In addition to these outdoor accommodations, a shower truck will be scheduled to service the community several times a week.

Health, Safety and Services

The proposed shelter will be a high-barrier temporary outdoor shelter. In addition to 24/7 management, there will be monitoring of safety guidelines, drug and alcohol screening, background checks and on-site management, security cameras and nightly security company patrols. No drugs or alcohol will be permitted, and residents must keep the site clean and behave in a safe and cooperative manner. COV will partner with other service providers to provide wraparound service to identify and address barriers to long-term housing. The Family Kitchen will provide one meal a day for the participants and there will be groceries provided by the food bank for participants to prepare their own meals.

Transportation

The shelter will be close to medical and commercial services, and transportation will be provided by volunteers if necessary. There is a bus stop near the site, which allows quick and easy access to public transportation.

Public Engagement

While HB 2006 does not require public engagement for siting of emergency shelters, Central Oregon Villages has engaged the neighbors and local community in conversation and outreach to create a responsive and respectful relationship with the surrounding community.

3. HOW THE PROPOSAL MEETS ALL REQUIREMENTS OF SECTION 3 OF HB 2006

- **Includes sleeping and restroom facilities for clients.**

The proposed shelter will have 20 temporary sleeping units as well as portable bathrooms and hand washing stations.

- **Will comply with applicable building codes.**

COV/SOV will comply with all applicable building codes.

- **Is located inside an urban growth boundary or in an area zoned residential use as defined in ORS 215.501.**

The proposed shelter is located within the City of Bend Urban Growth Boundary.

- **Will not result in the development of a new building that is sited within an area designated under a statewide planning goal relating to natural disasters and hazards.**

The proposed shelter will not result in new buildings that are sited within an area designated under a statewide land use planning goal relating to natural disasters and hazards unless the development complies with regulations directly related to the hazard. All structures will be temporary.

- **Has adequate transportation access to commercial and medical services.**

The proposed shelter is close to medical and commercial services and will be easily accessed by service providers. Volunteers will provide transportation if necessary. There is a bus stop nearby that will provide easy access to public transportation.

- **Will not pose any unreasonable risk to public health or safety.**

The shelter will be under 24/7 management and will not pose any unreasonable risk to public health or safety. Residents will be required to pass background checks and sign Good Neighbor Agreements. No drugs or alcohol will be allowed. The entire site will be fenced and gated. There will be security cameras and nightly patrols by a security company.

- **An emergency shelter allowed under this section must be operated by an organization with at least two years' experience operating an emergency shelter using best practices that is a public benefit corporation, as defined in ORS 65.001, whose charitable purpose includes the support of homeless individuals, that has been recognized as exempt from income tax under section 501(a) of the Internal Revenue Code.**

Central Oregon Villages and SquareOne Villages are both 501(c)3 nonprofit organizations that meet the definition of a public benefit corporation as defined in ORS 65, and have a charitable purpose that includes supporting unhoused individuals. SOV has nine years' experience successfully operating a similar emergency shelter in Eugene. COV will engage in on-going training and support with SOV. This will include in person, on-site training prior to the shelter opening as well as monthly support check ins. The trainings will center on best practices and emerging challenges/opportunities around houslessness. A schedule will be drafted as the timeline of the shelter is finalized.

Background and Experience of COV & SquareOne Villages (SOV) In Sheltering Unhoused Persons

Central Oregon Villages (COV) is a relatively new nonprofit, formed in June 2021. Collectively, however, COV (through its board members and Executive Director) and SquareOne Villages (SOV) of Eugene, the Affiliate/Partner of COV, have solid, extensive and long-term experience sheltering unhoused persons.

Background of SOV

On 29 September 2021 SOV and COV entered into an Affiliation Agreement (see Attachment), creating a partnership under which SOV agreed to come to Bend to assist COV in establishing a managed village to shelter unhoused persons. Through this Affiliation Agreement COV is able to leverage the experience and expertise of SOV and its staff in establishing and operating its planned managed village(s).

SOV opened Opportunity Village in Eugene in 2013 (29 units), Emerald Village in Eugene in 2018 (22 units) and CoOage Village in CoOage Grove (14 units). SOV is constructing C Street Revillaging in Springfield (6 units). SOV is currently developing Peace Village in Eugene which is planned for 36 units. SOV has opened two "micro-villages" of 6 units each in Eugene.

Most notably, SOV has collaborated with other communities in Oregon to develop village projects, including Hope Village, Medford; Veterans Village, Clackamas; Agape Village, Portland; Parker House, Ashland, and in other states: Beloved Community Village, Denver; Youth Tiny House Village (THV), Berkeley, CA; Simplicity Village, Chico, CA; CoOage Hill Village, Yakima, WA and Resilient Village, SeaOle, WA. COV is among SOV's newest community affiliates/partners.

SOV's Executive Director, Dan Bryant, serves as an Ex Officio board member for COV. Mr. Bryant attends all COV board meetings and consults frequently between monthly board meetings by telephone and in zoom meetings with COV's staff and board. SOV's Community Development Director came from Eugene to Bend to personally participate with COV at its Open House at Desert Streams Church in August in fulfillment of COV's Phase 1 contract with the City of Bend.

It is this demonstrated level of commitment by SOV to COV that will assist COV in making its Desert Streams managed village a success. SOV is capitalized and staffed to engage in this collaboration with the experienced members of COV's strong board, as outlined below.

Background of COV's Board and Executive Director

The genesis for COV arose from the longstanding commitment of individuals from several faith communities in Bend who began working and volunteering together more than a decade ago to assist unsheltered persons living in camps in communities throughout Central Oregon.

This commitment coalesced in 2019 when core members of this group began actively collaborating to propose establishment of a managed camp using a state park model at a site initially conceived of as being on land owned by the city at Juniper Ridge. The group submitted a 2-page proposal for a managed camp model to the Central Oregon Homeless Leadership Coalition (HLC). The HLC adopted the concept and design and the proposal was submitted by the HLC to the City Council in May 2020 for consideration (see Attached).

Subsequently, the group entered into an initial Affiliation Agreement with SOV. The group submitted two detailed proposals under then-HB 4212 to establish managed camps, one at Juniper Ridge, and another on vacant city land adjacent to the city Public Works yard on Boyd Acres Drive in September 2020. (HB 4212 has since been succeeded by HB 2006 under which this application is being submitted). But because both locations involved city land to which the city had not agreed, the proposals were not acted upon by the city.

It was the continuing resolve of the group and the request of SOV that the group create a nonprofit that led to the creation of COV in June 2021.

The background of several of these core individuals in working directly with unhoused persons in camps who remain as part of the COV board and who will have substantial involvement in the creation and operation of the Desert Streams managed village include:

Ken Mays, retired director of the COCC Automotive Program. Mr. Mays was the initial Secretary on the COV board and this month shifted to a position on COV's Advisory Board so he could devote more attention to active engagement with the day-to-day operations of the village and less to administrative secretarial duties.

--Mr. Mays has been continuously involved assisting unhoused persons in camps since the early 2000's. Mr. Mays helped begin the free firewood program with the late Buck Sherwood that continues to this day at Navvity Lutheran. During winter months Mr. Mays would go to camps throughout the Bend area delivering firewood to campers.

-- In the 2008 time frame, a local private landowner, Jan Ward, allowed campers to move onto private property Mr. Ward owned between China Hat Road and KnoO Road east of Highway 97. Mr. Mays assisted campers in relocating to the location, assisted in setting up camps and in providing services to them at the location. Because the camp was unmanaged, problems arose, Mr. Ward withdrew permission and the camp closed. It solidified in Mr. Mays the belief that a common approved location for unhoused persons to camp could be successful, but it would have to be well-managed.

--Making weekly rounds through area camps for a period of more than 5 years, Mr. Mays provided, in coordination with other service providers, water, propane, food, tents, sleeping bags, clothing and other necessities as part of his church's local missions program.

--On occasions where a homeless person would die unaccompanied in a camp Mr. Mays would provide a dignified memorial service for the deceased at their camp, gathering in friends of the deceased to share in honoring the person who had passed away.

--Mr. Mays has helped unhoused persons living in camps find housing. Mr. Mays, through a program he initiated and that was paid for by his church's local missions program, would make arrangements during periods of extreme cold or for campers just coming out of the hospital, to be sheltered in local motels.

Tom Stutheit, retired Boeing engineer, has been actively engaged (along with his wife, Trish) in assisting unhoused persons in area camps since returning to Bend in 2008. Mr. Stutheit is currently COV's Treasurer. The Stutheits have felt called through their faith to assist those unhoused and have focused their efforts primarily on individuals living in tents and vehicles.

-- In 2009 a former nonprofit that focused on youth started a shower truck program. When the nonprofit was unable to sustain itself, Mr. Stutheit took over the shower truck and renamed it the Community Shower Truck.

--The Stutheits sought financial and volunteer assistance from the local faith community, got the shower van program up and running again, expanded it with a new and larger shower van. The Stutheits kept the Community Shower Van program running for 12 years until turning over the program to Shepherd's House Ministries in September 2021.

-- During the period when they ran the Community Shower Van program the Stutheits provided (in addition to showers) needed services to unsheltered persons out of the van, including clean underwear, socks, clothing and referrals to service organizations that could assist unsheltered persons in finding housing.

--During the years they operated the Community Shower Van the Stutheits estimate they provided thousands upon thousands of showers. The Community Shower Truck was on the road several days a week when they operated it, traveling to locations in Bend such as Family Kitchen, Shepherd's House Men's Program and at times to Redmond and LaPine.

--Over the years the Stutheits have engaged on a one-on-one basis with individual campers and have worked with these persons to identify barriers that led to them being unhoused and they have worked with these persons to get the barriers removed so they could find housing. Their faith in the basic worth of unhoused individuals is so strong that in some cases they provided shelter in their own home until individuals could become stabilized.

--In addition to the Community Shower Van, Mr. Stutheit began in 2010 volunteering with Central Oregon Veterans Outreach (COVO) and the COVO Homeless Outreach program. In doing so Mr. Stutheit made twice weekly forays into area homeless camps providing water, propane food, tents, sleeping bags, clothing and other necessities to campers.

--In 2020, while Mr. Stutheit was providing Community Shower Van services to unhoused persons living along Hunnell Road, Mr. Stutheit realized that there were no bathroom facilities available for the increasing numbers of people living along Hunnell Road. Mr. Stutheit also noticed the proliferation of trash and debris along Hunnell. Mr. Stutheit successfully engaged the city to provide port-a-potty units and to provide two 30-foot trash containers. Mr. Stutheit also engaged volunteers associated with COV to begin coming out weekly to Hunnell and assisting residents in picking up trash and debris.

Chuck Hemingway, retired military, retired attorney and currently a certified mental health and addictions professional. Mr. Hemingway currently serves as a COV board member. In that capacity he assists the COV Executive Director as a volunteer program manager for the managed camp program and will continue in that capacity for the Desert Streams managed village and other follow-on COV undertakings.

--Mr. Hemingway, in addition to JD and LL.M. law degrees, holds an Addictions Studies Certificate from COCC and a Masters in Counseling from OSU-Cascades. He is currently a Nationally Certified Counselor (NCC), a nationally certified Master Addictions Counselor (MAC) and is certified in Oregon as a Masters level CADC III addictions professional and a Qualified Mental Health Practitioner (QMHP).

--Prior to relocating to Bend in 2001 Mr. Hemingway had lived experience as a homeless veteran in the Washington, DC area for approximately 18 months after encountering major life issues there.

--Since relocating to Bend in early 2001 Mr. Hemingway has worked or volunteered continually with unhoused populations. Mr. Hemingway, in 2001 through Bend First Methodist Church, began as a volunteer with Bethlehem Inn (BI) at a time when Bethlehem Inn rotated from church to church during the winter months. Mr. Hemingway continued as a volunteer with BI through its temporary location at the Sheriff's Department work release center through its relocation to its current location on 3rd Street into an old motel. Mr. Hemingway served as a case manager, working with homeless residents of BI, to among other things, find jobs and find permanent housing. Mr. Hemingway also helped initiate 12-Step

programs at BI. Mr. Hemingway shifted from volunteering with BI in 2013 to joining the staff in a volunteer capacity at the Shepherd's House Men's Program.

--From 2003 to 2009 working in treatment programs in Central Oregon in outpatient and residential settings, Mr. Hemingway, given his background, worked extensively with indigent clients to help get them placed in permanent housing once treatment was completed so that it would enhance their chances of remaining clean and sober.

-- From 2009 through 2012 Mr. Hemingway was with COVO, working almost exclusively with homeless veterans, but expanding COVO's services to assist non-veteran homeless populations living in camps or vehicles on the premise that those associated with COVO were veterans continuing to serve. In this capacity Mr. Hemingway:

--Located homeless veterans from off the streets and from camps and got them placed in a 6-bedroom residence that was a former assisted living facility. Under a program funded by the VA, homeless veterans could remain for up to 2 years while eliminating barriers that caused them to become homeless. The home, in a residential area near Mountain View High School, successfully integrated surrounding neighbors into its activities. Residents would assist local neighbors with yard upkeep and neighbors would drop off food, clothing, etc. for residents and engage residents in holiday activities. (This type of cooperative community engagement is envisioned for COV's Desert Streams managed village and the surrounding neighborhood and businesses).

--Working with the late Ann Philiben (a retired Army nurse who served in Vietnam), acquired a duplex unit in 2010 off Neff St. that became, according to staff at the Oregon Department of Veterans Affairs, the first-ever housing in the state of Oregon dedicated exclusively to housing homeless female veterans. The duplex integrated well into the surrounding residential neighborhood.

--Acquired residences in three residences in Bend, Madras and LaPine to house homeless veteran families.

--Working with the city of Bend Affordable Housing Program, acquired a 10-bedroom former assisted living facility in a residential neighborhood on NE 10th St. and renovated it into studio and 1-bedroom units to house homeless veterans. Successfully engaged the surrounding neighborhood in the Conditional Use process with several neighborhood meetings similar to the Open House COV conducted for its Desert Streams Phase 1 contract.

--Working with the city of Bend Affordable Housing Program, over the course of 2 years, acquired and renovated a 3-building complex of 2 bedroom units on DeKalb St. that added 24 units of housing for formerly homeless veterans. No issues resulted from the surrounding neighborhood in providing this housing.

--When the VA awarded the first HUD-VASH vouchers to Central Oregon in 2010, conducted extensive street outreach with homeless veterans, compiled a Showing of Interest list of eligible homeless veterans and assisted in the placement of more than 20 homeless veterans in permanent housing over the following two years.

--Expanded and formalized the COVO Homeless Outreach Program into homeless camps in Bend, Redmond and LaPine to provide services to unhoused populations, veterans or not. In addition to providing necessities such as sleeping bags, clothing, food, hygiene items, etc., initiated a water program by prepositioning 5-gallon water containers in camp locations and transported two 50 gallon water tanks weekly into the camps so campers did not have to drink out of irrigation canals, ponds or the river. Also initiated a refill program for small green propane canisters under which COVO outreach volunteers collected empty green containers and distributed refilled containers to campers so that used containers did not litter the ground or go into the landfill. (Ken Mays ran the propane canister refill program for COVO). Also distributed trash bags to campers and returned with a trailer to pick up filled trash bags. A cooperative program with Family Kitchen was also initiated in 2011 under which Family

Kitchen prepared sack lunches that were taken out by COVO volunteers into the camps, a program that continues to this day.

--Initiated the Medical Van program in 2010. A homeless veteran was found deceased in his tent at a camp behind what is now Winco and that year's Point in Time count identified plentiful medical issues existing in the camps. Accordingly NeighborImpact donated its old non-running Answer Van and the veterans community pulled together to get the van running and converted into a medical van with a fold down examination table. Now retired Dr. Randy Jacobs volunteered as Medical Director. The van went weekly out into camps with medical outings as far north as Crooked River Ranch and south to LaPine. Dr. Jacobs estimated that of the hundreds of patients treated from 2010 to the end of 2012, more than a dozen would have either been hospitalized with serious medical conditions or would have died in the camps. At the start of 2013 the Medical Van Program was transferred to Mosaic Medical, where it continues to this day. After its transfer to Mosaic Medical Mr. Hemingway continued to be a driver for the Medical Van for more than a year.

--In 2013 Mr. Hemingway joined the staff of Shepherd's House Ministry in a volunteer capacity and served through 2020 at the Men's Program. When the Women's Program opened in 2018 he volunteered with that program as well. Mr. Hemingway engaged residents of the Men's Program in counseling and case management, assisting numerous residents over the years in graduating from the program and securing jobs and housing. As an addiction professional on the Shepherd's House staff Mr. Hemingway created and ran a Relapse Prevention program for the organization.

--In 2020 Mr. Hemingway joined with Mr. Stutheit in assisting those living on Hunnell Road, taking over for Mr. Stutheit in conducting street outreach along Hunnell Road with a team of COV volunteers.

In 2020 Mr. Hemingway took over as coordinator in a volunteer capacity for the Bend Church Open Door Café/Day Center program, running it for a year before leaving to concentrate on volunteering with COV in working with the city on establishment of a managed village.

Mr. Hemingway has worked on behalf of COV with the city and with campers in 2021 who were relocated off Emerson Street, off the exit ramps at Colorado and Revere and off 2nd Street to get campers moved to new locations with a minimum of difficulty.

Nicole (Nicky) MerriN, COV Executive Director. Ms. MerriN earned a Bachelor's of Science from University of Oregon. Her professional experience includes extensive work with marginalized and at-risk families and children.

Ms. MerriN worked with children living in foster care that required Behavioral Rehabilitation Services. Behavioral Rehabilitation Services were provided to youth with Oppositional Defiant Disorder, Reactive Attachment Disorder, Bipolar Disorder and criminal offenses. Ms. MerriN worked directly with youth to identify lagging skills and provided individualized learning plans to address those lagging skills.

Additionally, Ms. MerriN managed a DHS state contract for reunification and supervised visitation. This program provided supervised visitation and coaching for individuals working toward reunification through Deschutes County Childcare System.

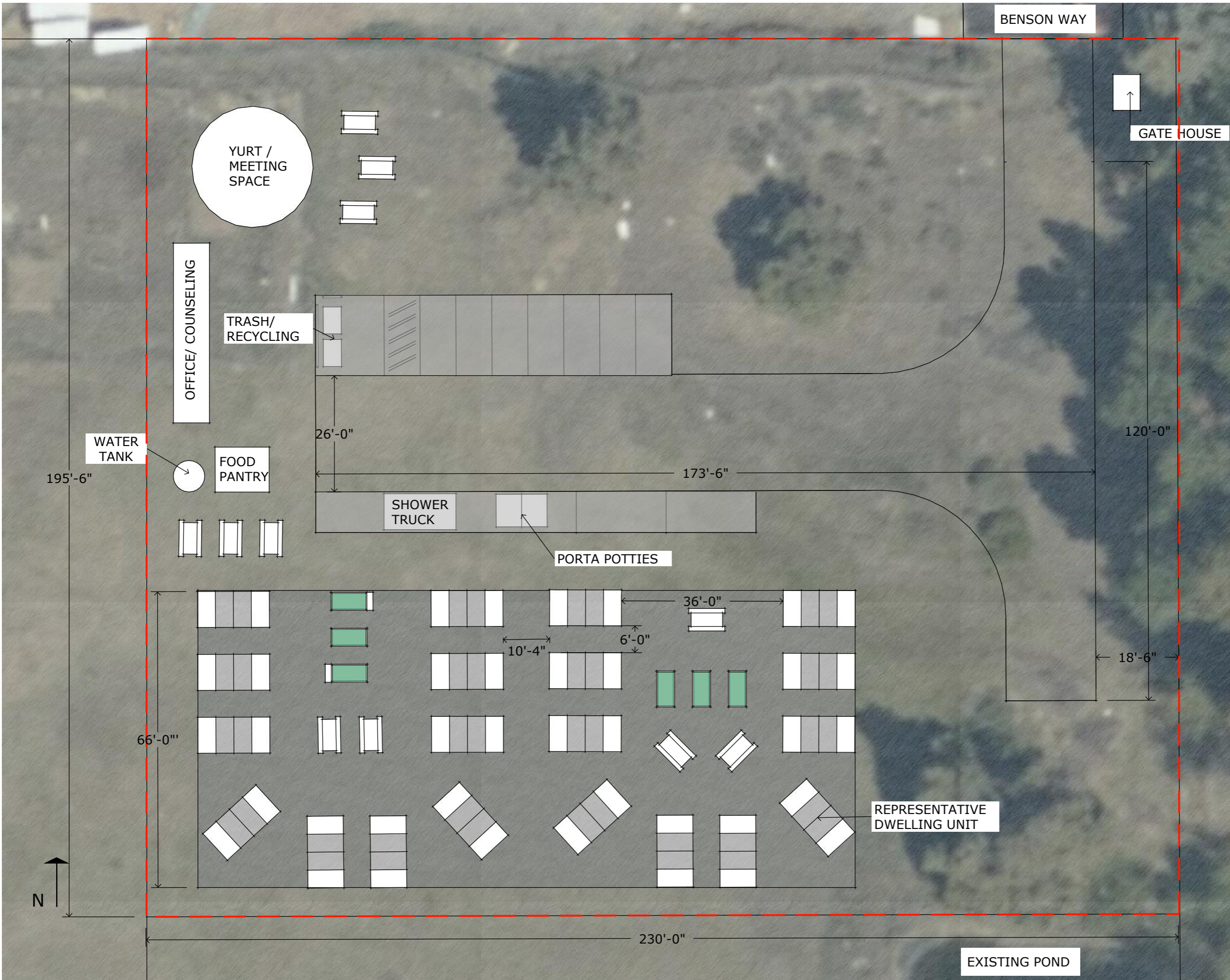
Prior to being hired as the Executive Director for Central Oregon Villages, Ms. MerriN was employed by Bend-Redmond Habitat for Humanity. While at BRHFH Ms. MerriN advocated for fair and just housing, provided training and access to resources to help families improve their shelter conditions. Similar to Central Oregon Villages, Bend-Redmond Habitat for Humanity was founded on the conviction that every man, woman and child should have a simple, durable place to live in dignity and safety.

InteracBon with Other Local Managed Village Programs

COV is not undertaking its Desert Streams managed village program in the abstract. COV is an active participant in an Urban Camp initiative put together by Bob Bohac of Oasis Village in Redmond, which includes agency representatives from organizations involved in homelessness initiatives from Bend, Redmond and Madras and with a Deschutes county commissioner and city elected officials from Bend and Redmond. COV is also actively engaged in participation in a Village Group that meets monthly and is comprised of representatives from Veterans Village, St. Vincent DePaul micro-village, Oasis Village and COV so that we share mutual experiences and do not recreate the wheel.

Conclusion

As can be seen from the information provided above, a dedicated cadre of COV board and staff, partnering with SquareOne Villages, will bring their respective long-term commitments and passion to bear to ensure the success of the Desert Streams managed village program, as well as future COV undertakings.



CONTACT
 15 N. Polk St.
 Eugene, OR 97402
 206.484.1787
 alicia@squareonevillages.org

PROJECT
 CO VILLAGE

MAP + TAX LOT:
 20-03-28-44-08200

DATE SUBMITTED
 2 SEPTEMBER 2022

REVISIONS
 9 SEPTEMBER 2022

INDEX
 DRAFT LAYOUT
 scale: 1" = 20'

SHEET NO
 01 / 04



CONTACT
 15 N. Polk St.
 Eugene, OR 97402
 206.484.1787
 alicia@squareonevillages.org

PROJECT
 CO VILLAGE

MAP + TAX LOT:
 20-03-28-44-08200

DATE SUBMITTED
 2 SEPTEMBER 2022

REVISIONS
 9 SEPTEMBER 2022

INDEX
 SITE LAYOUT
 scale: 1" = 30'

SHEET NO
 02 / 04



CONTACT

15 N. Polk St.
Eugene, OR 97402
206.484.1787
alicia@squareonevillages.org

PROJECT

CO VILLAGE

MAP + TAX LOT:

20-03-28-44-08200

DATE SUBMITTED

2 SEPTEMBER 2022

REVISIONS

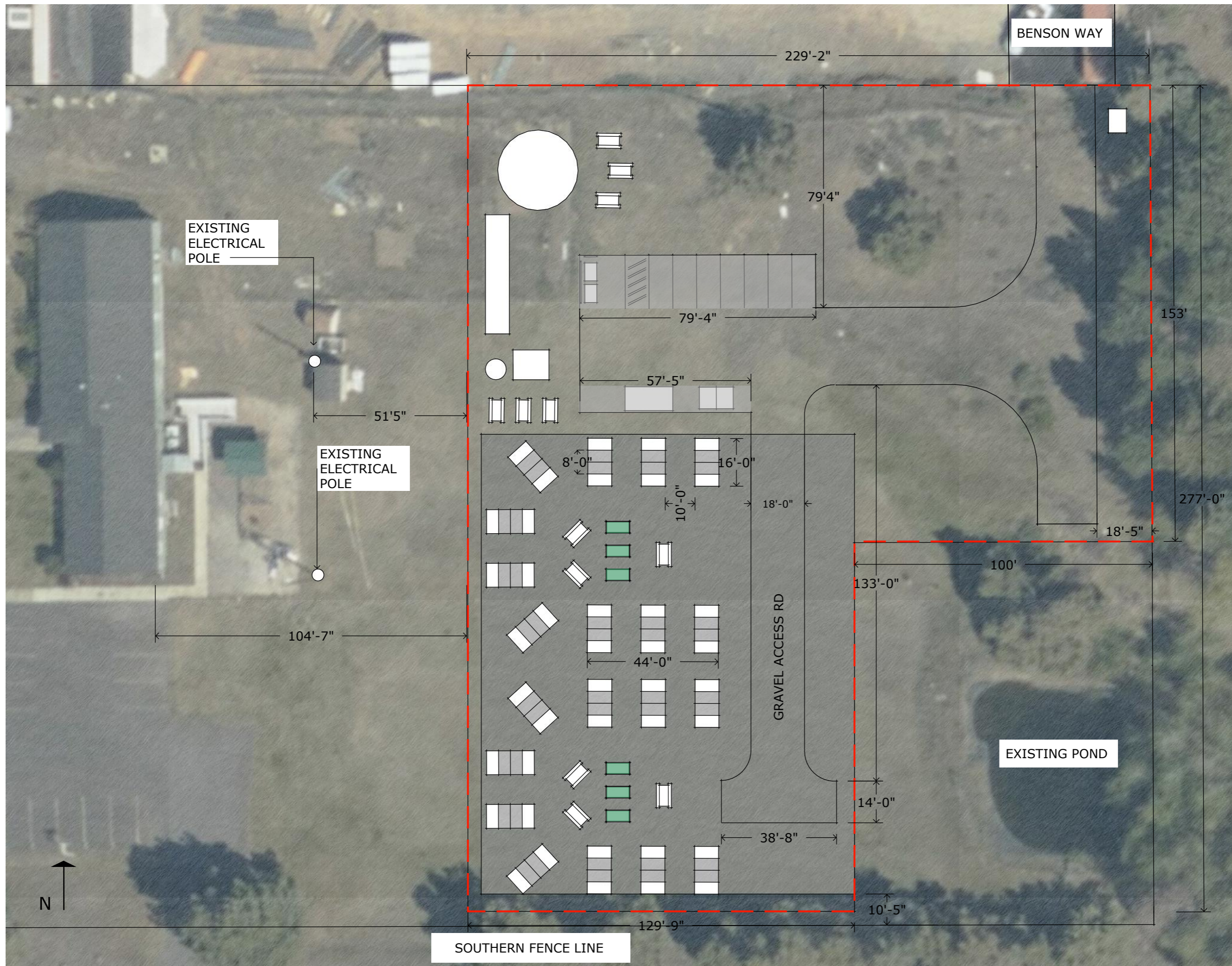
9 SEPTEMBER 2022

INDEX

SITE LAYOUT
scale: 1" = 50'

SHEET NO

03 / 04



CONTACT
 15 N. Polk St.
 Eugene, OR 97402
 206.484.1787
 alicia@squareonevillages.org

PROJECT
 CO VILLAGE
 SITE LAYOUT
 OPTION 2

MAP + TAX LOT:
 20-03-28-44-08200

DATE SUBMITTED
 2 SEPTEMBER 2022

REVISIONS
 9 SEPTEMBER 2022

INDEX
 SITE LAYOUT
 scale: 1" = 30'

SHEET NO
 04 / 04



REVISIONS TO 12/2021 PROPOSAL

ITEM	PROPOSAL 12/2021	REVISION 9/2022	COMMENTS
TARGETED POPULATION	<ol style="list-style-type: none"> 1. Elderly women 2. Younger women with children 3. Women with DV 	<ol style="list-style-type: none"> 1. Elderly women 2. Younger women with children 3. Women with DV 4. General population 	COV will open up targeted population to include men if shelters are not filled by first three categories.
MANAGEMENT	On-call	Trained individual or staff on-site 24/7	
WATER	Portable water brought on-site	Access to water on-site	
POWER	Solar/generator	Electricity	Solar units not strong enough to run heaters, generator would produce too much noise. Electricity is allowable at the DSC site whereas it was not an option for the site the RFP was originally written for. Generator cost estimated at \$80,000.
VILLAGE COUNCIL	Intervening when policies are not followed by participants or concerns arise	Village Council will address chore duties and COV staff will address policy, interventions and concerns	COV modified the Handbook to reflect the changes in roles of the Village Council.
FOOD	Participants responsible for own meals with assistance from Food Bank and other non-profits	One meal a day will be provided to participants	

ITEM	PROPOSAL 12/2021	REVISION 9/2022	COMMENTS
SCREENING	No drug/alcohol screening, drugs/alcohol not allowed on property	Drug/alcohol screening will take place in addition to use not allowed on property	
SHELTER COST	\$115,000	\$168,000	Inflation costs since 2021
LAND PROCUREMENT	City to provide land	Lease \$60,000 annually	Lease was not included in original budget.
FENCING	Chain link	Alternative fencing	Neighbors expressed dislike of chain link so an alternative option was added to budget.
INSURANCE PREMIUM	\$1000	\$2090	Previous amount was an estimate without an address provided. New amount is specific to the DSC site.
SECURITY	Security cameras	Security cameras plus security company to patrol x2 night	Neighbors expressed concern for security so the addition of nightly patrols added to address this concern.
SITE PREP	\$50,000	\$66,956	Inflation costs since 2021

Start-up Expenses DSC Village Site

ITEM	DESCRIPTION	AMOUNT	SUBCATOGORY TOTALS
Site Preparation			
	Site Planning	\$5,200	
	Grading for Access Road/Loops	\$38,476	
	Grading for Shelter Pads	\$3,280	
	Utility Trenching	\$20,000	
	Electrical Installation	\$60,000	
	Fencing	\$39,675	
	2500 gal Water Tank	\$2,010	
	Portable Toilet Delivery and Set-up	\$400	
	Trash Service Initiation Cost	\$870	
	Storage Container	\$5,000	
			\$174,911
Shelters			
	12 Shelters (8 of 20 already purchased)	\$168,000	
	Shipment of Shelters	\$3,000	
	Forklift Rental	\$1,500	
			\$172,500
Community Building/ Staff Office			
	Modular Office Unit Delivery and Set up	\$6,875	
	Community Building	\$14,000	
	Misc. Cost	\$2,000	
			\$22,875
Outdoor Kitchen			

ITEM	DESCRIPTION	AMOUNT	SUBCATOGORY TOTALS
	12x10 Pergola (Outdoor Kitchen)	\$2,400	
	Shade Sails for Pergola	\$210	
	Outdoor Sink Suite	\$769	
	2 Food Storage Container	\$858	
			\$4,237
Security	Cameras	\$2,430	
			\$2,430
TOTAL		\$376,953	

Operating Costs

ITEM	DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE
Personnel	3 FTE (6% increase annually)	\$201,000	\$213,000	\$225,720
Utilites	Electricity/Water (4% increase annually)	\$15,000	\$15,600	\$16,224
Trash Service	3 yard/commercial	\$2,824	\$2,824	\$2,824
4 Portable Toilets	\$150 each per month	\$7,200	\$7,200	\$7,200
2 Handwashing Stations	\$150 each per month	\$3,600	\$3,600	\$3,600
Mobile Office Rent	\$1530 per month	\$18,360	\$18,360	\$18,360
Land Lease	\$5000 per month	\$60,000	\$60,000	\$60,000
Insurance		\$2,090	\$2,190	\$2,290
Security Company	\$1290 monthly	\$15,480	\$15,480	\$15,480
Site Maintenance		\$1,250	\$1,350	\$1,450

ITEM	DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE
TOTAL		\$326,804	\$339,604	\$353,148

TOTAL THREE YEAR BUDGET - \$1,396,509.00

Fundraising Plan

SOURCE	AMOUNT	STATUS
Bend Church	\$100,000	Received
2022 Year End Campaign	\$30,000	December 2022
Ford Family Foundation	\$50,000	February 2023
Bend Church	\$100,000	Spring 2023
2023 Year End Campaign	\$40,000	December 2023
2024 Year End Campaign	\$50,000	December 2024

COMMERCIAL LEASE – CENTRAL OREGON VILLAGES

This Commercial Lease – Central Oregon Villages (this “Lease”) is dated September ____, 2022, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between Desert Streams Church (“Landlord”), an Oregon nonprofit corporation, whose address is 62010 27th Street, Bend, Oregon 97701, and Central Oregon Villages (“Tenant”), an Oregon nonprofit corporation, whose address is 680 NW Bond Street, Bend, Oregon 97703.

RECITALS:

A. Landlord is the owner of certain real property (and all improvements located thereon) commonly known as 62010 SE 27th Street, Bend, Oregon 97701, which real property consists of approximately 3.87 acres and is legally described as follows (collectively, the “Property”):

A tract of land located in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 35, Township 17 South, Range 12 East of the Willamette Meridian, Tract 3, Bartlett Tracts, Deschutes County, Oregon, more particularly described as follows:

Beginning at the SW corner of said Section 35; thence North 00° 49' 55" West, 325.00 feet; thence South 89° 33' 05" East, 646.18 feet; thence South 00° 41' 50" East, 325.00 feet; thence North 89° 33' 05" West, 645.41 feet to the point of beginning.

Excepting therefrom the southerly portion lying within the right of way of the Bear Creek Road and the westerly portion lying within the right of way of Arnold Market Road.

B. Tenant is a party to a certain Affiliation Agreement between SquareOne Villages, Eugene, Oregon and Bend First United Methodist Church (the “Affiliation Agreement”) attached as Exhibit A. Pursuant to the Affiliation Agreement, SquareOne Villages is partnering with Tenant to create and operate an organized community Village (as defined below) for unhoused persons in Bend, Oregon.

C. Tenant desires to lease that portion of the Property consisting of approximately 1.37 acres described and/or depicted on the attached Exhibit B (the “Premises”) from Landlord for construction and operation of the Village. Subject to the terms and conditions contained in this Lease, Landlord will lease the Premises to Tenant, and Tenant will lease the Premises from Landlord, for construction and operation of the Village.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. OCCUPANCY.

1.1. Lease Term. Subject to the terms and conditions contained in this Lease, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord. The lease term will commence on the Effective Date and will continue, subject to the terms and conditions contained in this Lease, for a period of three years immediately thereafter (the “Lease Term”), unless sooner terminated or extended as

provided in this Lease. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by either party for any reason or no reason by providing the other party 90 days' prior written notice.

1.2. Possession; Premises AS-IS. Subject to the terms and conditions contained in this Lease, Landlord will provide Tenant possession of the Premises on the date the Agency Approvals (as defined below) have been obtained. Landlord and Tenant will be bound in accordance with the terms of this Lease from and after the Effective Date. Except as otherwise provided under Section 1.7, there are no preconditions to the effectiveness of this Lease or the performance of its terms. Tenant represents and warrants that Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Premises and Tenant has not relied on any representation or warranty made by Landlord. Tenant has accepted the Premises in its AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS condition as of the Effective Date. Landlord makes no representations or warranties, whether express or implied, including, without limitation, warranties of habitability, merchantability, or fitness for a particular purpose, or any warranties regarding consumer products as defined in the Magnusson-Moss Warranty Act or the Uniform Commercial Code, with respect to the Premises. Landlord has made no promise or agreement to repair, alter, construct, and/or improve the Premises.

1.3. Tenant's Financial Capability; Authority. Tenant represents and warrants to Landlord that Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due. Tenant will permit Landlord and Landlord's Agents (as defined below) to inspect and copy Tenant's books, accounts, records, and financial statements that Landlord may request upon occurrence of any Event of Default (as defined below). Tenant represents and warrants that Tenant's books, accounts, records, and financial statements will (a) fairly present the financial condition of Tenant as of the dates and periods specified, (b) be prepared in accordance with sound accounting practices (e.g., generally accepted accounting practices), (c) reflect the consistent application of sound accounting practices throughout the periods involved, (d) represent actual, bona fide transactions, and (e) be maintained in accordance with sound business practices, including, without limitation, the maintenance of an adequate system of internal accounting control.

1.4. Limited Parking. Tenant and Tenant's Agents (as defined below) will park all vehicles and equipment inside the Premises. Landlord will not be liable for any damage or destruction of any nature to, or any theft of, vehicles and/or equipment parked inside or outside the Premises.

1.5. Agency Contracts. Tenant has and will enter into one or more agreements with certain federal, state, and/or local agencies concerning the terms and conditions under which Tenant will provide temporary shelter related services on or about the Premises (individually and collectively, the "Agency Contracts"). Landlord's lease of the Premises to Tenant under this Lease is conditioned on Tenant's timely and proper payment and performance of Tenant's obligations arising out of or under each Agency Contract and the Affiliation Agreement. A default by Tenant under any Agency Contract and/or the Affiliation Agreement constitutes an Event of Default. Notwithstanding anything contained in this Lease to the contrary, this Lease will automatically terminate without further act of the parties upon termination of the Affiliation Agreement and/or any Agency Contract that may be required for Tenant's operation of Village.

1.6 Property Tax Exemption. Tenant will use the Premises for Tenant's tax-exempt business. At Tenant's cost and expense, Tenant will file, if necessary, an application to obtain an exemption from property tax for the Premises. As required under ORS 307.112(1)(b), the parties acknowledge that Base Rent has been established

to reflect the savings below market rent resulting from any exemption from real property taxation. Any savings in property taxes associated with the Premises generated by Tenant's approved application from Deschutes County for a property tax exemption will be fully passed on to Tenant in the form of a dollar for dollar reduction in the real property taxes payable by Tenant under Section 2.2. Tenant will be responsible for preparing and managing all documentation associated with the tax exemption for the Premises, and will provide a copy of the approved application to Landlord. Landlord will cooperate, at no cost and expense to Landlord, in making the necessary application or filing to obtain the property tax exemption because of Tenant's occupancy. Notwithstanding anything contained in this Lease to the contrary, the parties acknowledge and agree that (a) if the tax exemption is not achieved or available for any period during the Lease Term, any savings will not be available to Tenant for such period, and (b) Landlord will not be obligated to grant Tenant a "credit" or "savings" greater than the actual amount of the tax exemption, as and when received, in property taxes as a result of this Lease and Tenant's tax exempt status.

1.7 Agency Approvals. Tenant must obtain all federal, state, and local agency approvals of this Lease and Tenant's operation of the Village from the Premises that may be necessary and/or appropriate no later than December 31, 2022 (individually and collectively, the "Agency Approval(s)"). If Tenant is unable to obtain the Agency Approvals on or before December 31, 2022, this Lease will automatically terminate without further act of the parties and neither party thereafter will have any further rights or obligations under this Lease except for (a) Tenant's obligation to pay Rent (as defined below) through the date of termination, (b) Tenant's removal, cleanup, surrender, and restoration obligations under Section 8, and (c) Sections 7.5, 9.1, 9.2, 9.3, and 9.4, which sections will survive the termination.

1.8 Communication; Coordination. Landlord and Tenant will maintain adequate levels of communication and coordination to ensure maximum cooperation between the parties. Commencing on or about July 10, 2023, and continuing on or about the same day each year thereafter during the Lease Term, Landlord and Tenant will review this Lease and Tenant's Village operations to determine whether any changes or modifications to this Lease (and/or Tenant's operations) are necessary or appropriate. Any changes or modifications to this Lease requires the parties' mutual written agreement.

2. RENT; UTILITIES.

2.1. Base Rent. Subject to the terms and conditions contained in this Lease, Tenant will pay Landlord guaranteed minimum monthly rent, without offset, in the amount of \$5,000.00 ("Base Rent"). Base Rent is due and payable to Landlord commencing on the Effective Date. Base Rent will be prorated with respect to any partial month in which the Lease Term commences and ends. Base Rent will be payable to the order of Landlord at the address first shown above or any other address designated by Landlord from time to time.

2.2. Additional Rent.

2.2.1 Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Premises (collectively, "Additional Rent"): (a) all taxes (real property and personal property, if any), general and special assessments, insurance costs, telephone charges, licenses, utility charges, fuel, and all costs, expenses, and/or charges identified under Sections 2.2.2, 2.2.3, and 2.2.4 below; (b) all costs and expenses incurred in connection with Tenant's use, occupancy, maintenance, improvement, and/or repair of the Premises; and (c) all other sums Tenant is required to pay Landlord or any third party under this Lease or otherwise. Additional Rent is due and payable to the applicable payee commencing on the Effective Date. All Rent

payable under this Lease will be net to Landlord and all costs, expenses, and obligations imposed on Tenant under this Lease and/or arising out of or as a result of Tenant's use, occupancy, maintenance, and/or repair of the Premises will be paid by Tenant. Tenant will furnish Landlord with receipts or other proof of payment of Additional Rent within 10 days after Landlord's written request. For purposes of this Lease, the term "Rent" means both Base Rent and Additional Rent.

2.2.2 Without otherwise limiting Section 2.2.1, Tenant will pay when due all costs, expenses, and charges for services and utilities incurred in connection with the use, lease, occupancy, operation, repair, maintenance, and/or improvement of the Premises, including, without limitation, charges and expenses for fuel, connection fees, water, gas, electricity, sewage disposal, power, telephone, internet, and cleaning services (including, without limitation, all connection fees, costs, and expenses related thereto).

2.2.3 Tenant will pay before delinquency all real and personal property taxes, general and special assessments, system development charges, and all other charges of every description levied on and/or assessed against the Premises, any improvements located on the Premises, and/or personal property and/or fixtures located on the Premises. Tenant will make all such payments directly to the applicable governing authority. If any such tax assessment or charges may be paid in installments, Tenant may elect to do so provided each installment together with interest is paid before it becomes delinquent.

2.2.4 If any utility services are provided by or through Landlord, charges to Tenant will be comparable with prevailing rates for comparable services. If any utility charges are not separately metered or stated, Landlord will apportion the charges on an equitable basis and Tenant will timely pay its apportioned share.

2.3 Late Fees; Other Charges. If Rent (or other payment due from Tenant) is not received by Landlord within 10 days after it is due, Tenant will pay a late fee equal to 5% of the payment or \$100.00, whichever is greater (a "Late Fee"). In addition, a charge of 1.0% per month on the amount past due (a "Late Charge") will be charged beginning 10 days after the due date for such payment until the past due amount is paid in full. Landlord may levy and collect a Late Fee and/or a Late Charge in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant).

2.4 Security Deposit. Upon Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of \$10,000.00 as security for Tenant's timely payment of Rent and for the full, timely, and faithful performance of all Tenant's other obligations under this Lease (the "Security Deposit"). Landlord may commingle the Security Deposit with its funds and Tenant will not be entitled to interest on the Security Deposit. Landlord will have the right to offset against the Security Deposit any sums owing from Tenant to Landlord not paid when due, any damages caused by Tenant's default, the cost of curing any default by Tenant if Landlord elects to do so, and the cost of performing any repair or cleanup that is Tenant's obligation under this Lease. Offset against the Security Deposit will not be Landlord's exclusive remedy but may be invoked by Landlord, at Landlord's option, in addition to any other remedy provided by law or this Lease for Tenant's breach or nonperformance of any term or condition contained in this Lease. Landlord will give written notice to Tenant each time an offset is claimed against the Security Deposit and, unless this Lease is terminated, Tenant will, within 10 days following Tenant's receipt of such notice, deposit with Landlord a sum equal to the amount of the offset so that the balance of the Security Deposit, net of offset, will remain constant throughout the term of this Lease. Provided Tenant is not in default under this Lease and has performed its obligations under this Lease, Landlord will return the Security Deposit (or any balance thereof), without interest, to Tenant within 60 days after the date Tenant surrenders the Premises to Landlord in compliance with this Lease.

3. PROPERTY USE.

3.1 Permitted Use. Tenant will use the Premises for Tenant's operation of the Village and other lawful incidental purposes thereto (the "Permitted Use"). Tenant will not use the Premises for any use and/or purpose other than the Permitted Use. Neither Landlord nor Landlord's Agents have made any warranties or

representations, whether expressed or implied, concerning the Permitted Use being conducted from or on the Premises.

3.2 Conditions, Limitations, and Restrictions. In addition to all other conditions, limitations, and/or restrictions contained in this Lease, Tenant represents, warrants, and covenants to perform and comply with the following conditions, limitations, and restrictions concerning the Property, Premises, and/or Permitted Use:

3.2.1 Tenant will ensure the safety of all Village residents, Landlord (and Landlord's invitees), and neighboring businesses and residences by providing appropriate security and supervision at the Premises. Tenant will implement and comply with all terms, conditions, and policies contained in the Central Oregon Villages Handbook attached as Exhibit C (the "Handbook"). To the extent applicable, Tenant will cause all Village residents to comply with the Village Security Plan, Intervention Action Plan, and Village Safety Plan contained in the Handbook. Among other safety precautions, Tenant will install, or cause to be installed, a perimeter fence around the Village, which fence will provide only one point of entry to the Village. Tenant will ensure that no person is admitted to the Premises after 10:00 p.m. and no more than 60 residents are housed at the Village (i.e., reside on the Premises) at any one time. Tenant will implement, at Tenant's cost and expense, any additional safety and security measures Landlord may identify from time to time during the Lease Term.

3.2.2 Tenant will provide all necessary sanitary services for the Village. Tenant will ensure that Village lights (and all other illumination) and audio devices do not interfere with Landlord's use and enjoyment of the Property and/or neighboring properties. Subject to and except as otherwise required under the Laws (as defined below), Tenant will ensure that no animal is brought or placed onto the Premises.

3.2.3 Tenant will conform and comply with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will conform and comply with the Laws in connection with Tenant's use of the Premises for the Permitted Use. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault, the Permitted Use, and/or by reason of Tenant's use of the Premises. Prior to the Effective Date, Tenant had the opportunity to review (and ask questions concerning) and understands all Laws.

3.2.4 Tenant will obtain all necessary permits, licenses, reviews, studies, inspections, reports (including, without limitation, environmental reports), and approvals required under the Laws to lease, occupy, and use the Premises for the Permitted Use. For purposes of this Lease, the term "Law(s)" means all policies, rules, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and regulations directly or indirectly affecting the Premises, Property, Village, and/or Permitted Use, including, without limitation, fire and/or building codes (including those imposed and/or enforced by the State Fire Marshal), the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), and Environmental Laws (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.2.5 Tenant will store or locate all vehicles, equipment, tools, and/or supplies inside the Premises in a safe, neat, clean, and orderly manner; Tenant will not permit any vehicles, equipment, tools, and/or supplies to remain unattended on property outside the Premises. Tenant will refrain from any activity which would make it impossible to insure the Premises against casualty, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance.

3.2.6 Tenant will refrain from any use and/or activities which would be offensive to Landlord, other users of the Property, and/or neighboring property, and/or which would tend to create or cause fire risk, a

nuisance, and/or damage the reputation of the Premises and/or Property, all as determined by Landlord. Tenant will conduct and operate the Permitted Use and all activities in a safe, prudent, professional, and lawful manner.

3.2.7 Tenant will not cause and/or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, and/or otherwise released on, under, and/or about the Premises and/or Property. Upon the earlier termination or expiration of this Lease, Tenant will properly remove and dispose of all Hazardous Substances located on the Premises. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order, pertaining to the protection of health, safety, and/or environment; the term "Hazardous Substance(s)" means any hazardous, toxic, infectious, and/or radioactive substance, waste, and/or material as defined or listed by any Environmental Law, including, without limitation, pesticides, aviation fuel, paint, petroleum oil, and their fractions

3.2.8 Tenant will ensure that Village operations will not interrupt the safe and orderly movement of traffic. If necessary, Tenant will provide traffic control. Tenant will prohibit the use and/or consumption of alcohol, illegal drugs, and/or drug paraphernalia on or about the Premises, including, without limitation, needles, pipes, and/or spoons. Tenant will ensure that any Village resident who poses a risk to him/herself and/or others is immediately removed from the Premises.

3.2.9 No person will, on the grounds of race, color, national origin, and/or other protected classification, be excluded from participation in, denied the benefits of, and/or otherwise subjected to discrimination in the use and/or access of the Village and/or Premises.

3.3 Notice of Action. Tenant will immediately notify Landlord in writing of the occurrence of any of the following events: (a) any criminal, governmental, and/or regulatory action is instituted, completed, and/or threatened against and/or concerning Tenant, the Village, and/or Permitted Use; and/or (b) any claim, demand, and/or cause of action is made or threatened by any person against or concerning Tenant, the Village, and/or Permitted Use. Tenant will provide Landlord copies of any written documentation related to the foregoing.

4. VILLAGE; ALTERATIONS; REPAIRS AND MAINTENANCE.

4.1 Village Construction or Installation. Subject to the terms and conditions contained in this Lease, Tenant will construct and install, at Tenant's cost and expense, an approximately ____ square foot homeless camp or facility (the "Village") on the Premises, which Village is more particularly described and depicted in the plans and specifications attached as Exhibit D (the "Plans and Specifications"). Tenant will construct and install the Village in strict accordance with the Plans and Specifications and subject to and in accordance with the Laws. The Village will be erected wholly within the boundary lines of the Premises. Tenant will commence construction of the Village within 30 days after all applicable permits, studies, and/or approvals are obtained. Tenant will not be entitled to any abatement of Rent on account of any damage to or destruction of the Village, nor will any other obligations of Tenant under this Lease be altered or terminated due to such damage or destruction.

4.2 Conditions to Construction. Prior to commencing construction and installation of the Village, and before any materials or equipment have been delivered to the Premises, Tenant will comply with each of the following conditions (and all other conditions Landlord may reasonably impose):

4.2.1 Tenant will timely make application for, and obtain, all necessary construction, building, and other permits, approvals, authorizations, and consents, including, without limitation, all necessary approvals from federal, state, and local agencies. In connection therewith, Tenant will pay all applicable application, permit, and processing fees. If required under the Laws, Tenant will submit a site plan application and pay all applicable fees. Tenant will follow the conditions of approval from the site plan decision.

4.2.2 Tenant will deliver to Landlord such other documents, proofs, and copies as Landlord may reasonably request, including, without limitation, proof that workers' compensation insurance has been procured to cover all persons employed in connection with the construction, proof of issuance of all building and other permits required for the installation and all related construction work, and copies of Tenant's contract with the general contractor or subcontractors for the Village's construction.

4.3 Construction Completion. Tenant will prosecute construction and installation expeditiously and with diligence. Tenant will complete construction of the Village no later than 90 days after commencing construction. Construction will be performed in a good and workmanlike manner and subject to and in accordance with all applicable governmental permits, laws, ordinances, and regulations, including the Laws. Tenant will timely pay, or cause to be paid, all costs, expenses, and charges related to or concerning the Village, including, without limitation, costs of installation, construction, and/or connection of utilities.

4.4 Contractors. Each contractor performing any work on or about the Premises must conform and comply with this Section 4.4. Tenant will ensure that each Tenant contractor (and their subcontractors) conform and comply with the terms and conditions contained in this Section 4.4. Tenant will provide Landlord written documentation evidencing the contractor terms and conditions required under this Section 4.4, including, without limitation, the insurance and indemnification obligations required under Section 4.4.2.

4.4.1 Tenant will use only licensed and bonded contractors familiar with the Laws and of good reputation to complete construction and installation of the Village. Each contractor will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, the Laws. Each contractor will obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct the contractor's business and perform the subject construction work. Each contractor will be responsible for the acts and omissions of the contractor. Each contractor will pay when due all charges for labor and materials used for the contractor's construction work and will keep the Premises free from all Encumbrances (as defined below). Landlord will have the right to inspect the construction at reasonable intervals to evaluate Tenant's compliance with this Lease.

4.4.2 Each contractor will obtain and maintain the following insurance: (a) general liability and property damage insurance (occurrence version) against personal injury claims arising out of the contractor's activities on, or any condition of, the Premises with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by the contractor with limits of no less than \$1,000,000.00 combined single limit; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The contractor's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Tenant will cause each contractor to furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage and endorsements (and provisions) the contractor is required to obtain under this Lease prior to the contractor commencing any work on or at the Premises and at any other time requested by Landlord. All policies of insurance which a contractor is required to carry under this Lease will provide that the insurer waives the right of subrogation against Landlord.

4.5 Alterations. Tenant will not make (a) after completing construction of the Village, any additions, improvements, modifications, and/or alterations in or to the Village, and/or (b) any additions, improvements, modifications, and/or alterations in or to the Premises of any kind or nature whatsoever (individually and collectively, "Alteration(s)"), without Landlord's prior written consent. Any Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, at Tenant's cost and expense.

5. MAINTENANCE AND REPAIRS.

5.1 No Landlord Maintenance or Repair Obligations. Notwithstanding anything contained in this Lease providing otherwise, Landlord has no obligation to make and/or perform any repairs, maintenance, replacements, alterations, and/or improvements concerning or related to the Premises, Property, and/or Village. All repairs, maintenance, replacements, alterations, and/or improvements in or to the Premises and/or Village will be made by Tenant at Tenant's cost and expense.

5.2 Tenant's Obligations. Tenant will maintain, at Tenant's cost and expense, the Premises and Village (interior and exterior) in good condition, repair, working order, and appearance, will preserve the Premises, and will not commit or permit waste. Without otherwise limiting the generality of the immediately preceding sentence, Tenant will perform, at Tenant's cost and expense, the following maintenance and repairs: (a) any sweeping, mopping, trash collection and removal, and washing required to keep the Premises and Village clean and orderly, including, without limitation, snow removal concerning the Premises and immediately surrounding areas on the Premises; (b) repair and maintain any waste systems or sanitary facilities, electrical system, lighting facilities, and washing stations; (c) any repairs or maintenance necessitated by the acts or omissions of Tenant and/or Tenant's Agents; and (d) any repairs, maintenance, and/or improvements required under Tenant's obligation to comply with the Laws. If Tenant fails or refuses to comply with this Section 5.2, Landlord may make the repair or improvement or perform the maintenance and charge the actual costs and expenses of repair, improvement, or maintenance to Tenant. Tenant will reimburse such expenditures on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure until paid in full.

5.3 Signage; Encumbrances.

5.3.1 Tenant will not be permitted to erect or maintain any signage on or about the Premises without Landlord's prior written consent. Any signage authorized by Landlord will be erected and maintained at Tenant's cost and expense. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the expiration or earlier termination of this Lease and the sign location restored to its condition as of the Effective Date unless Landlord elects to retain all or any portion of the signage.

5.3.2 Tenant will keep the Property free from all Encumbrances. Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Premises. If Tenant fails to pay any such claims to discharge any Encumbrance, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of 12% per annum from the date expended by Landlord and will be payable on Landlord's demand. Landlord's payment of Tenant's claims or discharge of any Tenant Encumbrance will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If an Encumbrance is filed due to nonpayment, Tenant will, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the Encumbrance plus any costs, attorney fees, and other charges that are incurred by Landlord due to a foreclosure or sale under the Encumbrance. Tenant will indemnify, defend, and hold Landlord harmless for, from, and against all claims, losses, and/or liabilities arising out of Tenant's failure to comply with this Section 5.3.2. For purposes of this Lease, the term "Encumbrance(s)" means any liens, mortgages, pledges, security interests, reservations, restrictions, adverse claims, and/or other encumbrances.

6. ASSIGNMENT; INSURANCE; INDEMNIFICATION.

6.1 Transfer. Notwithstanding anything contained in this Lease to the contrary, Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease, the Premises, and/or Village (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent, which consent Landlord may withhold, condition, and/or delay in its sole

discretion. For purposes of this Lease, a "Transfer" includes the sale, assignment, encumbrance, and/or transfer - or series of related sales, assignments, encumbrances, and/or transfers - of fifty-one percent (51%) or more of the shares, membership, and/or other ownership interests of Tenant, regardless of whether the sale, assignment, encumbrance, and/or transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence.

6.2 Tenant Insurance. If requested by Landlord, Tenant will keep all Village improvements insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property, furniture, furnishings, and fixtures belonging to Tenant located in or on the Premises. Landlord will not be responsible for any loss or damage to Tenant's personal property, whether or not insured.

6.3 General Liability Insurance. Tenant will procure, and thereafter will continue to carry, general liability insurance (occurrence version) with a responsible licensed Oregon insurance company against personal injury claims arising out of Tenant's activities on, or any condition of, the Premises, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease. Tenant's general liability insurance will have a general aggregate limit of no less than \$2,000,000.00, a per occurrence limit of no less than \$1,000,000.00 (which aggregate coverage may be satisfied through an umbrella policy). The liability insurance policy will be in form and content satisfactory to Landlord and will contain a severability of interest clause. By separate endorsement, the liability insurance policy will name Landlord and Landlord's officers, employees, agents, and volunteers as additional insureds. The insurance Tenant is required to obtain under this Lease may not be cancelled without 10 days' prior written notice to Landlord. Tenant's insurance will be primary and any insurance carried by Landlord will be excess and noncontributing. Tenant will furnish Landlord with policy copies (including applicable endorsements) evidencing the insurance coverage, endorsements, and provisions Tenant is required to obtain under this Lease upon Tenant's execution of this Lease and at any other time requested by Landlord. If Tenant fails to maintain insurance as required under this Lease, Landlord will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Tenant immediately upon Landlord's demand. Notwithstanding anything contained in this Lease to the contrary, Landlord may increase the minimum levels of insurance Tenant is required to carry under this Lease by providing Tenant 90 days' prior written notice. All policies of insurance which Tenant is required by this Lease to carry will provide that the insurer waives the right of subrogation against Landlord.

6.4 Indemnification. Tenant releases and will defend, indemnify, and hold Landlord and Landlord's present and future officers, employees, contractors, members, volunteers, representatives, and agents (collectively, "Landlord's Agents") harmless for, from, and against all claims, demands, charges, proceedings, costs, expenses, losses, damages, and/or liabilities, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any damage, loss, and/or injury to person or property in, on, and/or about the Property; (b) Tenant's and/or Tenant's directors, officers, shareholders, members, managers, employees, agents, representatives, invitees, and/or contractors (collectively, "Tenant's Agents") acts and/or omissions, including, without limitation, Tenant's and/or Tenant's Agents operations at the Premises; (c) Tenant's use of the Premises; (d) Tenant's construction, maintenance, repair, ownership, use, and/or operation of the Village and/or any condition of the Premises and/or Village; (e) Tenant's and/or Tenant's Agents use, storage, treatment, transportation, presence, release, and/or disposal of Hazardous Substances in, on, under, and/or about the Premises; and/or (f) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under this Lease. Tenant's indemnification obligations under this Section 6.4 will survive the expiration or earlier termination of this Lease.

6.5 Waiver of Subrogation. Neither party will be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire, or any of the risks covered by the property insurance policies required under this Lease, and in the event of insured loss, neither party's insurance company will have a subrogated claim against the other. This waiver will be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies.

7. DEFAULT; REMEDIES.

7.1 Default. In addition to any other event identified in this Lease, the occurrence of any one or more of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent and/or any other charge, cost, and/or expense under this Lease when due; (b) Tenant's breach and/or failure to perform any representation, warranty, obligation, and/or covenant contained in this Lease (other than the payment of Rent or other charge, cost, and/or expense under Section 7.1(a)) within 10 days after written notice from Landlord specifying the nature of the breach and/or failure to perform with reasonable particularity; provided, however, if Tenant's breach and/or failure to perform causes or threatens loss of life, injury, significant damage, and/or destruction to person or property, human suffering, and/or significant financial loss, Tenant must cure or remedy such breach and/or failure to perform immediately upon receipt of written notice from Landlord; (c) attachment, execution, levy, and/or other seizure by legal process of any right or interest of Tenant under this Lease if not released within 30 days; (d) Tenant dies, dissolves, becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; a general assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 30 days; and/or (e) Tenant's failure for 60 days or more to occupy the Premises for the Permitted Use.

7.2 Landlord's Remedies. Upon an Event of Default, Landlord may elect any one or more of the following remedies:

7.2.1 Landlord may terminate this Lease by notice to Tenant. If this Lease is not terminated by Landlord, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Premises, and remove any persons or property (including the Village) by legal action or by self-help with the use of reasonable force and without liability for damages.

7.2.2 Following reentry or abandonment, Landlord may relet the Premises, and in that connection may make any suitable alterations or refurbish the Premises, or change the character or use of the Premises, but Landlord will not be required to relet the Premises for any use or purpose other than compatible uses or which Landlord may reasonably consider injurious to the Premises, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

7.2.3 Upon the happening of an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) the reasonable costs of reentry and reletting including, without

limitation, the cost of any demolition, construction, clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Premises upon termination and leave the Premises in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and/or (c) any excess of the value of the Rent, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Premises for the period commencing on the earlier of the date of trial or the date the Premises are relet and continuing through the end of the Lease Term.

7.3 Cumulative Remedies; Right to Cure. Termination of this Lease will not constitute a waiver or termination of any rights, claims, and/or causes of action Landlord may have against Tenant; Tenant's obligations under this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4, will survive the termination. Tenant will not be entitled to damages and/or any other recovery if Landlord exercises its termination rights under this Lease. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. Unless a shorter time is otherwise provided in this Lease, if Tenant fails to perform any obligation under this Lease Landlord will have the option to do so after 10 days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of 12% per annum from the date of expenditure by Landlord until paid in full.

8. SURRENDER; HOLDOVER.

8.1 Improvements and Alterations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will, at Tenant's cost and expense, pay and perform the following: (a) perform all maintenance and repairs for which Tenant is responsible under this Lease; and (b) surrender the Premises (subject to Section 8.4) to Landlord in good condition, repair, working order, and appearance, free of waste and debris. If Tenant fails to timely surrender the Premises in accordance with this Section 8.1, the following will apply: (x) by written notice given to Tenant within 10 days after Tenant's surrender obligations were required to be performed, Landlord may elect to hold Tenant to its surrender obligations under this Section 8.1; (y) Landlord may cause Tenant's surrender obligations to be performed in accordance with this Section 8.1, at Tenant's cost and expense; and/or (z) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the Premises to be surrendered in accordance with this Section 8.1 with interest at 12% per annum from the date of expenditure by Landlord until paid in full.

8.2 Tenant Personal Property Removal Obligations. In addition to all other Tenant obligations required under this Lease, upon the earlier termination or expiration of this Lease, Tenant will remove from the Premises all vehicles, furnishings, furniture, equipment, tools, trade fixtures, and personal property which remain its property, including all resulting waste and/or debris. If Tenant fails to timely remove the vehicles, furnishings, furniture, equipment, tools, trade fixtures, personal property, and all resulting waste and/or debris, the following will apply: (a) at Landlord's election, Tenant will be deemed to have abandoned the property, and Landlord may retain the property and all rights of Tenant with respect to the property will cease; (b) by written notice given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its removal obligations (provided, however, if Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in storage for Tenant's account); (c) Landlord may cause the property to be removed in accordance with this Section 8.2, at Tenant's cost and expense; and/or (d) Landlord may treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the property's removal

and/or storage with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

8.3 Holdover. If Tenant does not vacate and surrender the Premises in accordance with Sections 8.1 and 8.2 at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-month, subject to the provisions of this Lease (except the provisions for term), except that Base Rent will be equal to 150% of the then applicable Base Rent. Failure of Tenant to timely surrender the Premises and remove its vehicles, trade fixtures, furniture, furnishings, equipment, tools, and/or any other personal property in accordance with this Lease will constitute a failure to vacate to which this Section 8.3 will apply. If a month-to-month tenancy results from a holdover by Tenant under this Section 8.3, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which will be specified in the notice.

8.4 Village Removal. Notwithstanding anything contained in this Lease to the contrary, upon the earlier termination or expiration of this Lease, Tenant will tear down and remove the Village (and all related fixtures and improvements) from the Premises (and surrender the Premises to Landlord in good condition, repair, working order, and appearance, free of waste and debris), at Tenant's cost and expense, prior to the earlier termination or expiration of this Lease and restore the Premises to the condition the Premises existed as of the Effective Date. If Tenant fails to timely remove the Village (and all related fixtures and improvements) as provided under this Section 8.4 to Landlord's reasonable satisfaction (including all resulting waste or debris), Landlord may, in addition to any other Landlord rights and remedies, (a) cause the Village to be removed at Tenant's cost and expense, and/or (b) treat Tenant as a holdover tenant under Section 8.3. Tenant is liable to Landlord for all costs and expenses Landlord incurs to cause the removal of the Village and restoration of the Premises with interest at 12% per annum on all such expenses from the date of expenditure by Landlord until paid in full.

9. MISCELLANEOUS.

9.1 Non-waiver; Attorney Fees. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. If an Event of Default occurs, Tenant will pay Landlord, within 10 days after Landlord's demand, all attorney fees and costs Landlord incurs to enforce the terms of this Lease whether or not Landlord instituted arbitration or litigation proceedings. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees, expert fees, and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.2 Addresses for Notices; Binding Effect. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties. Any notice will be considered delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. Subject to the limitations under Section 6.1 concerning the Transfer of this Lease by Tenant, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. This Lease (or any memorandum of this Lease) will not be recorded. Tenant will cause Tenant's Agents to conform and comply with this Lease.

9.3 Entry for Inspection; Late Fees; Interest. Landlord may enter the Premises for the purpose of investigating compliance with the terms of this Lease, general safety inspections, and/or for any other reasonable purposes (as determined by Landlord). If Rent (or other payment due from Tenant) is not received by Landlord within 10 days after it is due, Tenant will pay a late fee equal to 5% of the payment or \$100.00, whichever is greater (a "Late Fee"). Landlord may levy and collect a Late Fee in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant). Any Rent or other payment required to be paid by Tenant under this Lease (and/or any payment made or advanced by Landlord in connection with Landlord's performance of any Tenant obligation under this Lease) will bear interest at the rate of 12% per annum from the due date (or, if applicable, the date of Landlord's payment) until paid by Tenant in full.

9.4 Severability; Further Assurance; Governing Law; Venue. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Deschutes County, Oregon. All parties submit to the jurisdiction of courts located in Deschutes County, Oregon for any such disputes.

9.5 Entire Agreement; Signatures; Time. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax or email-transmitted signature page by delivering an original signature page to the requesting party. Time is of the essence with respect to Tenant's performance of its obligations under this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.6 Discretion; Landlord Default. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion, which discretion will not be unreasonably withheld, conditioned, and/or delayed. No act or omission of Landlord will be considered a default under this Lease until Landlord has received 30 days' prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord's receipt of such default notice, Landlord will have 30 days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

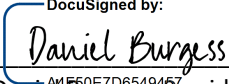
9.7 Additional Provisions; Attachments; Interpretation. The provisions of all exhibits, schedules, instruments, and other documents referenced in this Lease are part of this Lease. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not

intended to be a part of or to affect the meaning or interpretation of this Lease. For purposes of this Lease, the term "Effective Date" means the date upon which the Lease is fully executed by the parties.

9.8 Legal Representation. The parties agree and acknowledge that the law firm of Bryant, Lovlien & Jarvis, P.C. has served as legal counsel to Landlord in the preparation of this Lease and does not represent any other party in connection with this Lease. Tenant agrees and acknowledges that Tenant has consulted with Tenant's own legal counsel or has knowingly waived Tenant's right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Lease.

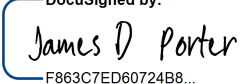
IN WITNESS WHEREOF, the undersigned have caused this Lease to be binding and effective for all purposes as of the Effective Date.

LANDLORD:
Desert Streams Church,
an Oregon nonprofit corporation

DocuSigned by:

By: Daniel Burgess, President

Dated: September __, 2022

TENANT:
Central Oregon Villages,
an Oregon nonprofit corporation

DocuSigned by:

By: Jim Porter, President

Dated: September __, 2022

Exhibit A
Affiliation Agreement

[attached]

Exhibit B
Premises

[attached]

Exhibit C

Central Oregon Villages Handbook

[attached]

Exhibit D
Plans and Specifications

[attached]

Affiliation Agreement

SquareOne Villages, Bend Church & Central Oregon Villages

This Affiliate Agreement dated effective 9/29/21 (this "Agreement") is made and entered into by and among SquareOne Villages (SOV), First United Methodist Church of Bend (DBA Bend Church) and Central Oregon Villages (COV). SOV has engaged Bend Church as its fiscal agent to work toward the establishment of one or more organized camps (villages) in Central Oregon and together Bend Church and SOV have been awarded a state grant for this purpose. SquareOne Villages and Bend Church are entering into this Affiliation Agreement with COV to bring this vision to fruition. This Agreement outlines the relationship between SOV, Bend Church and COV.

Article 1: Preface

SquareOne Villages (SOV) and the affiliated organizations it works with, within and outside the State of Oregon, create cost-effective ways to transition vulnerable populations experiencing homelessness toward self-sufficiency through the establishment of organized camps ("villages"), tiny home and cottage communities.

As an affiliate, SOV will bring its positive experience and brand identity to Central Oregon and as it has done successfully in Eugene, will partner with Bend Church in the creation and operation of one or more managed villages in Central Oregon, after which SOV will turn over operation of the village(s) to COV. SOV will provide initial and ongoing guidance and support to navigate the complexities of planning, implementing and sustaining a village project.

As part of this Agreement, eventually 5% of all gross revenue generated by the development of the village(s) will be designated to SOV in order to support efforts to bring The Village Model to fruition on a larger scale. Pending that, SOV, Bend Church and COV agree that SOV may bill for hourly work as specified in Article 3, subpara.(6), with the understanding that Bend Church will receive reimbursement from the State of Oregon **through the state grant on which Bend Church and SOV have partnered.**

Article 2 – Obligations of Square One Villages

(1) Services. COV agrees to engage SOV to provide services, and sign as part of this Agreement, a Consulting Services Agreement in connection with efforts to plan, implement and/or sustain a permanently affordable village. The services to be provided under this Agreement are described in Exhibit A.

(2) Time and Availability. Upon the execution of Exhibit A among the parties, SOV, Bend Church and COV will negotiate quarterly to determine the anticipated amount of monthly management and consulting hours for that quarter according to the attached Work Plan. The parties will work together in selecting dates and times for SOV to perform such management and consulting services, giving due regard to the needs of COV and the exigencies of any circumstances involving the City of Bend with regard to the location of any village(s).

(3) Access to Information. SOV will make available to COV electronic copies of relevant documentation used in its operations, including manuals, procedures, policies, forms, and public relations materials during appropriate times in the project timeline.

(4) Intellectual Property. SOV grants to Bend Church and COV a limited right to the use of certain intellectual property of SOV, subject to the terms and conditions of the Agreement.

(5) Public Relations. COV and Bend Church are permitted to use SOV's name and logo, The Village Model's name and logo, and other such materials to promote the work of COV, provided that the work is aligned with SOV's mission and values. SOV the promote COV's work through a number of outlets, including SOV's website, newsletter and social media.

(6) Regional/National Fundraising. SOV will coordinate any fundraising efforts beyond the Central Oregon area. This may include grants or other funds designated to promote, improve and/or sustain SOV's affiliate program both within and outside the State of Oregon.

(6) Reports. SOV will provide Bend Church and COV with quarterly reports documenting hours worked and tasks completed.

Article 3 – Obligations of COV

(1) Incorporation. COV is the fulfilment of a loose affiliation of members of local churches in Bend and several nonprofits whose collective goal in recent years has been to work toward the establishment of one or more organized camps (villages) in Bend, OR. COV's founders recognized the necessity to incorporate to a separate, new nonprofit under Oregon law and for IRS purposes as a 501(c)(3). Now that COV is a state nonprofit and will be receiving 501(c)(3) status, COV is engaging SOV to focus on managing the one or more organized camps that may be established in Bend.

(2) Standards of Conduct. COV agrees to conduct its operations in a manner that protects and promotes the good names of SOV and Bend Church, contributes to the missions of SOV and Bend Church, and is in the best interests of SOV, Bend Church and other nonprofits, organizations and faith communities in Central Oregon which work disadvantaged persons and those unhoused. SOV and Bend Church expect COV to support a core set of values described in Exhibit B. COV agrees to comply with any requirements established by SOV for the safe and sound operation of affiliate programs at its other locations.

(3) Use of Name. COV agrees to remove any reference to SOV or Bend Church from materials deemed inconsistent with the mission and values of SOV and Bend Church, collectively or individually, as determined in the discretion of either SOV or Bend Church.

(4) Local Board/Fiscal Agent. Upon incorporation as a nonprofit, COV formalized a board structure that has and will maintain a local Board of Directors of not less than 5 members. Bend Church agree to continue functioning as a fiscal agent on behalf of COV and SOV with the primary purpose of grant administration under the state grant jointly received by SOV and Bend Church.

(5) Fundraising. COV agrees to conduct all local fund raising to support SOV's efforts in Central Oregon in creating and initially managing a village or villages.

(6) Compensation. COV agrees to compensate SOV \$60/hour for managing and consulting and all other additional services as outlined in Exhibit A. SOV will invoice COV quarterly (January 1, April 1, July 1, October 1). COV agrees to pay such invoices within 30 days of receipt. As additional compensation, SOV may invoice COV quarterly 5% of gross revenue received during that quarter for village-specific development from all sources, excluding, but not limited to, in-kind donations and other tangible

contributions, such as land, materials, furnishings, etc. and deducting for fundraising expenses. COV will provide SOV a quarterly statement of Gross Revenue to accompany its payment, which payment shall be reduced by the amount of that quarter's consulting fees paid to SOV.

(7) Reports. COV agrees to provide SOV and Bend Church with quarterly financial Gross Revenue statement that outline income, fundraising expenses and any other relevant deductions as outlined in paragraph 6 above. COV will also provide SOV and Bend Church a brief written report of project processes including accomplishments and challenges.

(8) Indemnification. In furtherance of the intention of this Agreement, COV hereby agrees to indemnify and hold harmless SOV and Bend Church and their officers, directors, agents, members, and employees from and against any action, suit, proceeding, claim, damage, liability, obligation, cost or expense which may arise by reason of any act or omission by COV, or any of its officers, directors, members (if any), or employees, thereof.

Article 4 – Term and termination

(1) Term. The Agreement shall be effective as of the date of its execution and shall continue in full force and effect until terminated.

(2) Termination.

A) For Cause Termination. Any of the parties may terminate this Agreement for cause, after giving 30 days written notice of the reason. Upon written notice, this Agreement shall be suspended until termination. Cause means (1) A material breach of any of the provisions in this Agreement, or (2) an act of fraud, misappropriation, or embezzlement in connection with this Agreement.

B) No-Cause Termination. Either COV or SOV may terminate without cause any time upon 180 days prior written notice. If Bend Church opts out of this Agreement it will not terminate the Agreement as to COV and SOV.

Article 5 – Other Provisions

(1) Governing Law. This Agreement is made under, and shall be governed and construed in accordance with the laws of the State of Oregon.

(2) Forum/Venue Selection. All suits arising out of or related to this Agreement may be filed in either the courts of Lane County, Oregon, if the suit is brought by SOV or in the courts of Deschutes County, Oregon, if the suit is brought by COV.

(3) Headings. The headings in this Agreement re not a part of the Agreement.

(4) Integration. The Agreement constitutes the entire Agreement and understanding among the parties hereto and supercedes any and all prior Agreements and understandings, oral or written, relating to the subject matter hereof.

(5) Modifications or Amendments to Agreement. There will not be any modifications or amendments to this Agreement unless agreed to by all the parties in a signed writing.

(6) Assignment. None of the parties may assign their rights, duties, or obligations pursuant to this Agreement without first obtaining the written and signed consent of the other parties to such assignment.

(7) Severability and Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired.

(8) Attorney Fees. If litigation is instituted arising directly or indirectly out of this Affiliation Agreement, the losing party shall pay the prevailing party or parties the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial or any appeal therefrom.

In signing this Agreement, SOV, Bend Church and COV recognize that this Agreement is a working document. We value the opportunity to perfect it through conversation and welcome suggestions to improve it.

IN WITNESS WHEREOF, the parties have executed this Affiliation Agreement on the day and year so indicated.

Signed on behalf of Square One Villages:

Dan Bryant Executive Director
Signature/Title

Dan Bryant DATE: 9/29/21
Printed Name

Signed on behalf of Bend Church:

Jen Stuart Senior Pastor
Signature/Title

Jen Stuart DATE: 9/29/21
Printed Name

Signed on behalf of Central Oregon Villages:

Tom F Stutheit Treasurer
Signature/Title

Tom F Stutheit DATE: 9/29/21
Printed Name

Affiliation Agreement
SquareOne Villages, Bend Church & Central Oregon Villages

Exhibit A: Consulting Services Agreement Between SOV and COV

This Agreement is made effective as of the date of the execution of the Affiliation Agreement by SquareOne Villages (SOV) with Central Oregon Villages (COV). Both organizations are nonprofit organizations with a mission of creating self-managed communities consisting of managed villages, tiny homes and/or cottages for people in need of housing.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant". Consultant has a background in planning, developing, and managing a permanently affordable village and is willing to provide services to Client based on this background.

Client desires to have management and services provided by Consultant. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Consultant will provide the following services (collectively, the "Services"):

Provide technical assistance to Client s they seek to plan, design, and promote permanently affordable villages in Bend, Oregon. The services may be provided by Consultant's Executive Director, Project Director, Program Director or Community Relations Director, depending on the task. An initial scope of work is described in Exhibit C.

2. **PERFORMANCE OF SERVICES.** In rendering Services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. The manner in which the Services are to be performed and the specific hours to be worked by the Consultant shall be predetermined by verbal agreement or in writing. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. **PAYMENT.** All services (including travel time) are billed at a rate of \$60 per hour. Statements for the work shall be rendered quarterly in proportion to the work completed. Invoices are due and payable upon receipt of invoice. All funds support the mission of SquareOne Villages.

4. **EXPENSE REIMBURSEMENT.** Consultant shall be entitled to reimbursement from Client for the following "out of pocket" expenses: Printing, mailing, and other miscellaneous expenses will

be billed at cost. Vehicle mileage will be billed at \$0.59/ mile, and other travel related expenses will be billed at cost.

5. **TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Consultant of the Services required by this Agreement or within 30 days of written notice by either Consultant or Client.

6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to the Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

7. **DISCLOSURE.** Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement. Client maintains control of all decisions and should reject advice that they do not agree with. Consultant cannot control future events, therefore cannot be responsible for long-term outcomes.

8. **EMPLOYEES.** Consultant's employees, if any, who perform services for Client under this Agreement, shall also be bound by the provisions of this Agreement.

9. **RETURN OF RECORDS.** Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or that relate to Client's business.

10. **CONFIDENTIALITY.** Consultant will not disclose Client financial information and intellectual property to other parties without previous written permission.

11. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by email, or by U.S. Postal Service mail addressed as follows:

IF for Client:

Chuck Hemingway
C/O Central Oregon Villages
680 NW Bond St.
Bend, OR 97703
info@covillages.org

IF for Consultant:

SquareOne Villages
15 N. Polk St.
Eugene, OR 97402

dan@squareonevillages.org

Such address or addressee may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Oregon.

16. INDEMNITY. Consultant agrees to indemnify and hold client harmless for any and all liability, damage or loss arising in any way out of the Consultant's performance of this Agreement, to the extent of its negligent action or omission or that of any of its employees, agents or invitee.

17. CONFIDENTIALITY. Consultant will not disclose Client financial information and intellectual property to other parties without previous written permission.

Affiliation Agreement

SquareOne Villages, Bend Church & Central Oregon Villages

Exhibit B: Statement of Values

SquareOne Villages and its Affiliates are aligned on the following core values:

(1) **Bridging the housing gap.** It is our belief that everyone deserves a safe and stable place to call home. However, current practices and funding sources are inadequate to meet the need of the lowest income members of our society. SOV seeks a radically different solution to bridge the often insurmountable gap between the street and traditional housing options. We believe in restoring a variety of simple, low-cost housing options that respond to people's diverse needs and desires.

(2) **Permanent Affordability.** SOV is dedicated to creating long-lasting affordable housing for people with low-incomes for generations to come. This is accomplished through adopting community land trust principles that restrict the sale of land and set affordability controls.

(3) **Sustainable Footprint.** Building small is the only practice that reduces both energy usage and material demand – resulting in lower capital, operating, and maintenance costs over the life of a home. In an effort to create more housing opportunities with the limited resources available, while also reducing the environmental footprint of our developments, SOV supports the development of clusters of tiny homes and cottages under 1,000 square feet. We support simple and modular construction techniques that keep material costs low, and strive to accommodate sweat equity and volunteer labor when feasible.

(4) **Community Building.** SOV goes beyond building individual houses. We seek to build communities that respect the autonomy of our residents and emphasize a democratic process in which each person has a voice in shaping how the community is operated and managed. While each village may require varying levels of outside support depending on its clientele, resources and goals, we believe in preserving opportunities for resident engagement and empowerment. It is this aspect that creates a fundamental sense of ownership on which the village thrives.

(5) **Collaborative Initiatives.** Our work emphasizes collaboration between the housed and the unhoused and underserved. A village should be a community-driven initiative that involves a multitude of partnerships, including entities such as schools, churches, service providers, professionals, city officials, and other concerned citizen. This kind of broad collaboration demonstrates what is possible when a local community comes together around a common

cause. By utilizing the existing resources around us, we can quickly create more housing opportunities for those in need.

(6) **Non-Discrimination Policy.** SOV and its affiliated organizations do not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age (over the age of 17), national origin (ancestry), disability (as permitted within physical limits of facilities), marital status, sexual orientation, military status, or any other characteristic protected under applicable federal or state law, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, selection of village residents, and provision of services. We are committed to providing an inclusive and welcoming environment for all village residents and members of our staff, clients, volunteers, subcontractors, and vendors.

(7) **Equity Policy.** SOV and its affiliated organizations value the contribution of all members of our diverse community who seek to join us in our mission. Equity is a core value in the organization and by pursuing equity in all the ways we mention, we strive to help create an environment in which all people may live to their full potential. We believe that we should contribute to equity in our society by modeling equity of opportunity, equity in access to our programs and villages, equity in employment, equity with respect to vendors, and equity in contribution as we carry out our mission. We also recognize that certain groups in our society are treated inequitably because of individual and systemic biases related to race, color, culture, ethnicity, disability, socio-economic class, age, nationality, religion, gender, gender identity, sexual orientation, and marital status. We are therefore committed to ensuring that the essential principles of fairness, equity, and inclusion be integrated into all our policies, programs, operations and practices.

**Affiliation Agreement
SquareOne Villages, Bend Church & Central Oregon Villages**

Exhibit C: Initial Scope of Services

To be determined upon acceptance by the City of Bend of a proposal or proposals submitted by Central Oregon Villages for the creation and operation of one or more managed villages in the City of Bend.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

CENTRAL OREGON VILLAGES
680 NW BOND STREET
BEND, OR 97703

Date:
10/04/2021
Employer ID number:
87-1362046
Person to contact:
Name: Mr. Scian
ID number: 31369
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
June 17, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053607004181

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

From: Joseph McClay <jmcclay@bendoregon.gov>
Subject: Oregon Villages' Temporary Outdoor Shelter located at 62010 SE 27th St, Bend, OR 97701 c
Date: August 19, 2022 at 11:22:48 AM PDT
To: "nicky@covillages.org" <nicky@covillages.org>
Cc: Lynne McConnell <lmccConnell@bendoregon.gov>, Amy Fraley <afraley@bendoregon.gov>

Dear Ms. Merritt/Nicky,

Please consider this email an acknowledgement that there has been a discussion and it is reasonably likely that the proposed Central Oregon Villages' Temporary Outdoor Shelter located at 62010 SE 27th St, Bend, OR 97701 can meet applicable City of Bend building code. The site is expected to have 10 Pallet shelters initially and up to 20 Pallet shelters.

Please don't hesitate to reach out to me with any questions you may have or if I can be assistance in any way!

Sincerely,

Joseph D. McClay | Building Official, Building Safety Division
Community and Economic Development Department
O: 541-693-2145 | www.bendoregon.gov

PUBLIC RECORDS LAW DISCLOSURE: Emails are generally public records and therefore subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. Emails can be sent inadvertently to unintended recipients and contain confidential or privileged information. If you are not the intended recipient (or authorized to receive for the recipient), please advise by return email and delete immediately without reading or forwarding to others. Thank you.

From: Jeff Bond <jbond@bendoregon.gov>
Sent: Tuesday, September 20, 2022 5:12 PM
To: Amy Fraley <afraley@bendoregon.gov>
Cc: Lynne McConnell <lmccconnell@bendoregon.gov>; Jason Bolen <jbolen@bendoregon.gov>; Jace Moulton <jmoulton@bendoregon.gov>
Subject: RE: Central Oregon Villages site at 27th and Bear Creek

Amy,

In reviewing the attached document, the access to the site will be adequate provided that the width of the lane from NE Livingston to the north is at least 20 feet. The hammerhead turn-around appears adequate. The all-weather road surface must be able to support a fire apparatus weighing up to 75,000 pounds. There is a fire hydrant located on Livingston approximately 400 feet from the site. A fire hydrant located on the Desert Streams Church property is mentioned, but it's unclear how that will be accessed from the COV site. Please also provide an address for the location visible from the street upon which it is addressed. Also, any temporary tents or membrane structures over 400 square feet shall be subject to approval by this office in accordance with the 2019 Oregon Fire Code Chapter 31. Other structures shall be approved by the building official when applicable.

Reference 2019 Oregon Fire Code Sections 503, 505, 507, and Appendix D, and Chap. 31

Thank you,



Jeff Bond

Deputy Fire Marshal

Bend Fire & Rescue

Office: 541-322-6381

Cell: 541-408-2936



