



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, APRIL 23, 2025

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend

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

AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link:

<http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqdD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT

The Board of Commissioners provides time during its public meetings for citizen input. This is an opportunity for citizens to communicate to the Commissioners on matters that are not otherwise on the agenda. Time is limited to 3 minutes.

The Citizen Input platform is not available for and may not be utilized to communicate obscene or defamatory material.

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

CONSENT AGENDA

- [1.](#) Approval of Resolution No. 2025-011 accepting the annual Oregon Department of Revenue CAFFA assessment and taxation grant
- [2.](#) Approval of a revised amendment to the Behavioral Health Provider Services Agreement with PacificSource Community Solutions
- [3.](#) Approval of Order No. 2025-015, setting a temporary speed limit of 45 MPH on NW 19th Street between NW Odem and NW Sedgewick Avenues
- [4.](#) Approval of Document No. 2025-362, a contract with Helion Software for Assessment and Taxation software
5. Consideration of Board Signature on letter thanking Thomas Spear Jr., for service on the Public Safety Coordinating Council
6. Approval of the BOCC March 19 and April 2, 2025 meeting minutes
7. Approval of the minutes of the April 11, 2025 BOCC Legislative Update meeting

ACTION ITEMS

- [8.](#) **9:10 AM** Annual Update from Visit Central Oregon
- [9.](#) **9:55 AM** Public Hearing: Temporary Hardship Dwelling Text Amendment

- [10.](#) **10:40 AM** Public Hearing: Reconsideration of the Deschutes County 2040 Comprehensive Plan Update

LUNCH RECESS

Continued ACTION ITEMS

- [11.](#) **1:00 PM** Annual Update: Economic Development of Central Oregon (EDCO)

OTHER ITEMS

These can be any items not included on the agenda that the Commissioners wish to discuss as part of the meeting, pursuant to ORS 192.640.

EXECUTIVE SESSION

At any time during the meeting, an executive session could be called to address issues relating to ORS 192.660(2)(e), real property negotiations; ORS 192.660(2)(h), litigation; ORS 192.660(2)(d), labor negotiations; ORS 192.660(2)(b), personnel issues; or other executive session categories.

Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media.

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Approval of Resolution No. 2025-011 accepting the annual Oregon Department of Revenue CAFFA assessment and taxation grant

RECOMMENDED MOTION:

Move approval of Resolution No. 2025-011.

BACKGROUND AND POLICY IMPLICATIONS:

This grant is based on the percentage of all Oregon counties individual statewide budgeted A&T amounts then distributed based on Deschutes County's percentage of that whole.

BUDGET IMPACTS:

FY 25-26 Budgeted estimated revenue from this grant are \$897,000.

ATTENDANCE:

Scot Langton, Deschutes County Assessor

REVIEWED

LEGAL COUNSEL

04/23/2025 Item #1.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON
A Resolution Approving a Grant Application with *
the Oregon Department of Revenue * RESOLUTION NO. 2025-011
*

WHEREAS, Deschutes County is applying to the Department of Revenue in order to participate in the Assessment and Taxation Grant; and

WHEREAS, this state grant provide funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, ORS Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation; and

WHEREAS, Deschutes County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.232, 308.234, ORS Chapters 308, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation , now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, as follows:

Section 1. County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$9,172,804 the total expenditure amount for consideration in the grant. If 100 percent of the expenditures is not appropriated or the county is out of compliance with the laws referred to in the recitals, no grant shall be made to the county for the quarter in which the county is out of compliance.

Section 2. County designates Scot Langton, County Assessor, phone number (541)388-6513, email address scotl@co.deschutes.or.us , as the county contact person for this grant application

DATED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Anthony DeBone, Chair

Patti Adair, Vice Chair

ATTEST:

Recording Secretary

Phil Chang, Commissioner



Form 1

Grant Application Staffing

2025-2026

County	Column 1 Approved FTE current year (2024-25)	Column 2 Budgeted FTE coming year (2025-26)	Column 3 Change (Column 2 less Column 1)
DESCHUTES			
A. Assessment administration			
Assessor, deputy, etc.	2.00	2.00	0.00
Assmt. support staff, deed clerks and data entry staff	10.26	10.26	0.00
Total assessment administration staff	12.26	12.26	0.00
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	1.00	1.00	0.00
Lead appraisers.....	0.00	2.00	2.00
Residential appraisers	8.70	8.50	(0.20)
Commercial/industrial appraisers	2.50	2.00	(0.50)
Farm/forest/rural appraisers.....	0.50	0.50	0.00
Manufactured structure/floating structure appraisers	0.80	0.50	(0.30)
Personal property appraisers.....	2.00	2.00	0.00
Personal property clerks.....	0.00	0.00	0.00
Sales data analyst.....	1.00	0.00	(1.00)
Data gatherers and appraisal techs.....	2.50	2.50	0.00
Total valuation and appraisal staff	19.00	19.00	0.00
C. Board of Property Tax Appeals (BoPTA)	0.52	0.52	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.....	0.75	0.70	(0.05)
Support and collection	2.75	2.75	0.00
Tax distribution	0.25	0.20	(0.05)
Foreclosure and garnishment.....	0.25	0.30	0.05
Total tax collection and distribution	4.00	3.95	(0.05)
E. Cartography and GIS administration			
Cartographic/GIS supervisor.....	1.00	1.00	0.00
Leadcartographers	0.00	0.00	0.00
Cartographers.....	3.00	2.00	(1.00)
GIS specialists.....	0.00	1.00	1.00
Total cartographic and GIS staff	4.00	4.00	0.00
F. Dedicated IT services for A&T	0.88	0.93	0.05
G. Total assessment and taxation staffing	40.66	40.66	0.00



Form 2
Explanation of Staffing Issues

2025-2026

County DESCHUTES

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

Tax Office is part of the Finance Office; which also includes transient room tax and dog licensing

Temporary help and part time help is used in both the Assessor and Tax Offices during peak seasons and specific projects

County A&T has continued to see a significant turnover in positions due to the larger number of retirements plus typical staffing changes. This coupled with difficulty in recruiting has created longer then desired timeframes in filling these positions.



Form 3 General Comments

2025-2026

County DESCHUTES

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

In August of 2024 – one month after budget was adopted an additional 15% increase in health benefits was applied to all county budgets including assessor and tax (\$55,000 increase for A&T). Therefore, when comparing FY24/25 to FY25/26 can be somewhat misleading on increases since a portion was already included in the FY24/25 – but not until after the budgeting process and CAFFA application had occurred.

In addition, due to this year's budget constraint parameters that require a maximum of total budget increase for Assessor Office and for Tax Office of 3.3%; with cost of Personnel and other County charges being in excess of the 3.3% base.

Assessor is below what is needed to balance a hold the line status quo budget (no additional FTE or capital for new technologies), the Assessor's budget will be \$235,000 short. This is reflected in the budget as a negative personnel adjustment (line item 0010250 410999 "Personnel Clearing") of \$(233,576). To maintain a balanced budget this will further negatively impact on our ability to timely fill any current or future vacancies. This will impact our ability to maintain and produce a timely, equitable, and accurate tax roll. This also will have negative impacts on our ability to leverage new technologies, such as AI. Lastly, it will make transition management more difficult, with 20% of current staff eligible for retirement within the next several years.

Tax Office reduced a number of budgeted line items to meet the maximum 3.3% total budget limits



Form 4 Valuation and Appraisal Resources

2025-2026

County <u>DESCHUTES</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2024-25)	Estimated (2025-26)	Actual (2024-25)	Estimated (2025-26)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	5,568	4,900	10.00	10.00
Zone changes.....	32	28	0.01	0.01
Subdivisions, segregations, and consolidations..	1,200	1,200	1.50	1.50
Omitted properties	75	75	0.01	0.01
Special assessment qualification and disqualification	57	50	0.40	0.40
Exemptions.....	690	700	0.20	0.20
Subtotal.....	7,622	6,953	12.12	12.12
2. Appeals and assessor review				
Assessor review and stipulations	82	75	0.10	0.10
BOPTA	108	100	0.20	0.20
Department of Revenue.....	0	0	0.00	0.00
Magistrate Division of the Oregon Tax Court.....	9	10	0.10	0.10
Regular Division of the Oregon Tax Court	1	1	0.01	0.01
Subtotal.....	200	186	0.41	0.41
3. Real property valuation				
Physical reappraisal.....	800	1,000	1.52	1.52
Recalculation only—no appraisal review	53,100	50,000	1.25	1.25
Subtotal.....	53,900	51,000	2.77	2.77
4. Business personal property (returns mailed)	6,470	6,405	2.00	2.00
5. Ratio			1.50	1.50
6. Continuing education			0.20	0.20
7. Other valuation—appraisal activity			0.00	0.00
8. Total valuation and appraisal staff (FTE)			19.00	19.00



Form 5

Tax Collection and Distribution

Work Activity

2025-2026

County DESCHUTES

Number of accounts by activity

Actual (2024-25)	Estimated (2025-26)
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1. Number of accounts requiring roll corrections

Business personal property	73	52
Personal property manufactured structures	12	7
Real property	407	342

2. Number of accounts requiring a refund

Business personal property	9	8
Personal property manufactured structures	3	1
Real property	100	229

3. Number of delinquent tax notices sent

Business personal property	225	246
Personal property manufactured structures	520	495
Real property	3,258	3,032

4. Number of foreclosure accounts processed

Real property only	20	35
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5. Number of accounts issued redemption notices

Real property only	14	13
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6. Number of warrants

393	400
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7. Number of garnishments.....

10	15
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8. Number of seizures

0	0
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9. Number of bankruptcies.....

38	40
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10. Number of accounts with an address change processed

6,415	6,700
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11. How many second trimester statements do you mail?

11,312

12. How many third trimester statements do you mail?

9,657

13. Does the county contract for lock box service?.....☐ Yes ☒ No**14. Does the county use in-house remittance processing?**☒ Yes ☐ No**15. Is tax collecting combined with another county function?**☒ Yes ☐ No

If yes, describe that function on Form 2.



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2025-2026

County DESCHUTES

Assessment and administrative support work activity		
	Numbers by activity	
	Actual	Estimated
	(2024-25)	(2025-26)
1. Number of deeds worked	14,610	13,800

Cartography work activity		
	Numbers by activity	
	Actual	Estimated
	(2024-25)	(2025-26)
1. Number of new tax lots.....	1,221	1,200
2. Number of lot line adjustments	137	140
3. Number of consolidations.....	61	50
4. Number of new maps.....	17	21
5. Number of tax code boundary changes	18	19



Form 7 Summary of Expenses

2025-2026

County DESCHUTES

	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. Dedicated IT services for A&T	Totals
Current operating expenses							
1. Personnel services	1,802,819	2,895,961	75,564	694,598	826,356	57,827	6,353,125
2. Materials and services	152,078	342,196	9,625	267,557	69,708	734,231	1,575,395
3. Transportation	0	47,831	0	0	0	0	47,831
4. Total current operating expenses (Total direct expenses)	1,954,897	3,285,988	85,189	962,155	896,064	792,058	7,976,351

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	7,976,351
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0
Total indirect expenses (line 5 multiplied by line 6)	0
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.15000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	1,196,453
7. Total indirect expenses	1,196,453

Capital outlay

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation.	0	0	0	0	0	0	0
9. Total direct and indirect expenses (sum of lines 4 and 7)							9,172,804
10. Direct and indirect expenses multiplied by 0.06							550,368
11. The greater of line 10 or \$50,000.....							550,368
12. Capital outlay (the lesser of line 8 or line 11)							0
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12)							9,172,804



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Approval of a revised amendment to the Behavioral Health Provider Services Agreement with PacificSource Community Solutions

RECOMMENDED MOTION:

Move approval of Document No. 2025-363, an amendment to the Behavioral Health Provider Services Agreement with PacificSource Community Solutions.

BACKGROUND AND POLICY IMPLICATIONS:

On March 12, 2025 the Board of Commissioners approved an amendment to the PacificSource Community Solutions Behavioral Health Provider Services (Document No. 2025-228). Due to a delay in signing by other counties, PacificSource has adjusted the effective date of the amendment from January 1, 2025 to April 1, 2025, and is requiring signatures on the new version.

PacificSource Community Solutions is contracted with the state of Oregon to implement and administer services under the Oregon Health Plan (OHP). Deschutes County Health Services (DCHS), as a Community Mental Health Program, entered into a participating provider agreement effective April 1, 2021, to deliver covered mental health services to OHP members. DCHS is paid on a monthly capitation basis and PacificSource provides an incentive payment for meeting performance measures. This revised amendment is effective April 1, 2025, and amends the agreement as follows:

- New Attachments G, Risk Model, and H, Coordinated Care Organization (CCO) Fee-for-service and Capitation for Behavioral Health Services
- New Attachment – Wraparound Addendum
- Inclusion of Oregon Health Plan (Oregon Health Authority) Contract Exhibit

BUDGET IMPACTS:

Approximately \$17.4 million annually (an increase of \$400,000). Revenue is dependent on Oregon Health Plan enrollment.

ATTENDANCE: Cheryl Smallman, Business Officer, Health Services



**2025 AMENDMENT
to the
PARTICIPATING PROVIDER AGREEMENT**

Effective April 1, 2025, the Participating Provider Agreement (the "Agreement") between PacificSource Community Solutions ("Health Plan") and Central Oregon Community Mental Health Programs ("CMHPs" or "Provider") is amended to include the following:

1. New Attachments G and H.
2. New Attachment – Wraparound Addendum
3. Inclusion of **Oregon Health Plan (Oregon Health Authority) Contract Exhibit.**

Except for the changes described herein, the Participating Provider Agreement, and all other Exhibits, remain unchanged.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

PACIFICSOURCE COMMUNITY SOLUTIONS

DESCHUTES COUNTY HEALTH SERVICES

By: _____
PETER MCGARRY

By: _____
ANTHONY DEBONE, CHAIR

PATTI ADAIR, VICE CHAIR

PHIL CHANG, COMMISSIONER

Title: VP PROVIDER NETWORK

Title: BOARD OF DESCHUTES COUNTY COMMISSIONERS

Date: _____

Date: _____

Address: PO Box 7469
Bend, OR 97701

Address: 2577 NE Courtney Drive
Bend, OR 97701

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By:_____

Name: SETH TAYLOR

Title: COMMISSIONER

Date: _____

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By:_____

Name: KELLY SIMMELINK

Title: COMMISSIONER

Date: _____

**JEFFERSON COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISSIONERS**

By:_____

Name: MARK WUNSCH

Title: COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By:_____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By:_____

Name: SETH CRAWFORD

Title: COUNTY JUDGE

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By:_____

Name: BRIAN BARNEY

Title: COUNTY COMMISSIONER

Date: _____

PACIFICSOURCE COMMUNITY SOLUTIONS

By:_____

Name: PETER MCGARRY

Title: VP PROVIDER NETWORK

Date: _____

**CROOK COUNTY HEALTH SERVICES
BOARD OF COUNTY COMMISIONERS**

By:_____

Name: SUSAN HERMRECK

Title: COUNTY COMMISSIONER

Date: _____

ATTACHMENT G

RISK MODEL

1.0 RISK MODEL.

The 2025 Risk model agreed upon by Health Plan, various primary care providers of St. Charles Medical Group, Mosaic Medical Group, Praxis Medical Group, COIPA, and the Central Oregon Community Mental Health Programs (“CMHP(s)”) shall contain the following:

- (A) A construct involving two (2) main Coordinated Care Organization (CCO) territories (Central Oregon CCO and Columbia Gorge CCO) and settlements within each CCO for OHP Members, as well as the potential for settlement impacts for CMHPs should CMHPs provide services to OHP Members from the Lane, Marion/Polk, or Portland area CCOs. In the Central Oregon CCO, the separate Health Care Budget (HCB) settlements shall be for those OHP Members who are assigned to primary care providers of (i) St. Charles Medical Group (SCMG) combined with the primary care providers of Mosaic Medical Group (Mosaic), (ii) COIPA, and (iii) Praxis Medical Group. In the Central Oregon CCO, there are some OHP Members who are assigned to primary care providers other than SCMG, Mosaic Medical Group, COIPA, and Praxis, for whom there may be no HCB, and/or no settlement involving CMHPs.
- (B) A Hospital Capitation Payment to St. Charles Health System (SCHS) for certain hospital services in the Central Oregon CCO as a component of the separate HCBs, and for which there is a Hospital Capitation Withhold (HCW) which shall be settled for SCMG/Mosaic and SCHS.
- (C) Capitated payment for primary care providers of SCMG, Mosaic, COIPA, and Praxis Medical Group for certain primary care services provided to any assigned OHP Members from any CCO, for which there will be no withhold and no independent settlement.
- (D) Fee-for-service payment for all other professional services provided by SCMG, Mosaic, COIPA, and Praxis Medical Group for any CCO members not designated as capitated primary care services per (C) above.
- (E) Capitated and fee-for-service payment to the CMHPs for services provided as detailed in Attachment H. Fee-for-service payments shall have a Claims Risk Withhold.
- (F) Patient-Centered Primary Care Home (PCPCH) and Behavioral Health Integration (BHI) per member per month payments for which primary care providers may qualify.
- (G) Payment allocations for (B), (C), (D), (E), and (F) above, and separate HCB settlements for health care expenses to determine Claims Risk Withhold and Surplus returns for SCMG, Mosaic, COIPA, Praxis Medical Group, other providers, Community Mental Health Programs (CMHPs) and Health Plan.

- (H) Separate risk models which feature Revenue and Expenses for physical health, behavioral health/Substance Abuse Disorder (SUD), Alcohol/Drug – Residential, and Behavioral Health – Residential services under OHP, paid by the state of Oregon to Health Plan as a global capitation payment, and not otherwise designated as revenue contingent on innovation grants, and the exclusion of Revenue and Expenses in the following OHP categories:

- “Dental Care” premium allocation and expenses.
- “Non-Emergent Medical Transportation” premium allocation and expenses.
- Payments to Central Oregon Health Council (COHC), taxes, adjustments, and premium transfers.

If there are significant fluctuations (+/-10%) in the revenue allocations/adjustments for Dental, NEMT, or taxes/adjustments/premium transfers, Health Plan will discuss such fluctuations with CMHPs as soon as possible to gain a mutual understanding of the fluctuation, and whether it was due to membership fluctuation by benefit category, or some other cause.

- (I) Contract terms that are consistent with the Joint Management Agreement (JMA) and JMA budget signed between Health Plan and the COHC which specifies the rules, duties, obligation, limitations on Health Plan margin, “Health Services” allocations, and other obligations and expenses for Health Plan as a CCO for Central Oregon.
- (J) Utilization and Process Metrics which specify the return of any HCW, and metrics which specify the return of part of the Surplus and Claims Risk Withhold which may result from health care costs measured against any HCB.

2.0 CAPITATION.

- 2.1 Hospital Capitation Rate (HCR) paid to SCHS:** The HCR shall be **negotiated as a variable** per member, per month (PMPM) for OHP members with physical health benefits and will fluctuate with membership fluctuations in each Rate Category, consistent with the revenue components listed in Section 1,H above. The HCR and the resulting Hospital Capitation Payment to SCHS may vary as Estimated Earned Net Premium Revenue payments from the state of Oregon to Health Plan increase or decrease, and is a weighted average of the following Central Oregon CCO membership in various benefit categories (which will change each month with membership) and PMPM Capitation Rates specific to each Rate Category as indicated below:

Rate Category
Aid to Blind/Disabled & OAA with Medicare
Aid to Blind/Disabled & OAA without Medicare
CAF Children
ACA Ages 19-44
ACA Ages 45-54
ACA Ages 55-64
PLM, TANF and CHIP Children age < 1
PLM, TANF and CHIP Children age 1-5

PLM, TANF and CHIP Children age 6-18
Poverty Level Medical Adults (includes pregnancy)
TANF (Adults only)
BCCP

2.2 Hospital Capitation Withhold (HCW): The Hospital Capitation Payment will have an eight percent (8%) Hospital Capitation Withhold.

2.3 Hospital Capitation Services: The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via the Hospital Capitation Payment paid to SCHS for services provided at St. Charles Medical Center – Bend, St. Charles Medical Center – Redmond, St. Charles Medical Center – Prineville, and St. Charles Medical Center – Madras:

- Hospital Inpatient Services, including swing beds and rehabilitation.
- Hospital Outpatient Services, including therapies.
- Home Health/Hospice Services billed by St. Charles Medical Center or its owned entities.

In the event of a significant shift in central Oregon community patterns-of-care that increase or decrease by more than five percent (5%) for inpatient care, outpatient surgery, outpatient care, or the proportion of hospital care provided by out-of-area providers for any twelve-month period compared to a prior twelve-month period, the hospital capitation rate may, upon mutual agreement by SCMG, Mosaic, SCHS, COIPA, CMHPs, and Health Plan, be adjusted to account for such shifts in community patterns-of-care.

Both parties acknowledge the Hospital Capitation Payment is not intended to include reimbursement for behavioral health services funded via behavioral health/SUD Residential or other OHP revenue. In the event of a duplicate payment to SCHS for such services paid under the Hospital Capitation Payment, Health Plan will present such information to all risk model entities to adjust for such duplicate payment.

2.4 Other Hospital Services: The following hospital services provided to Central Oregon CCO OHP members will be reimbursed via methods other than the Hospital Capitation Payment:

- Professional Services billed by SCHS professional and hospital-based providers and billed on a CMS 1500 form or UB-04 or other form, which, unless covered under a separate agreement.
- Services provided by and billed under St. Charles Medical Group and St. Charles Family Care.
- Services provided by and billed under Sageview Behavioral Health.

- Inpatient and outpatient Behavioral Health/SUD, Alcohol/Drug – Residential, or Behavioral Health – Residential services funded via OHP’s Behavioral Health/SUD, Alcohol/Drug - Residential or Behavioral Health – Residential revenue.
- Inpatient and outpatient Dental Services funded as the Oregon Health Plan and OHA’s Dental revenue via dental care providers and Dental Care Organizations (DCOs).

2.5 Primary Care Capitation Rate. For services provided by SCMG, Mosaic Medical, COIPA, and Praxis Medical Group who is providing certain primary care services for SCMG, Mosaic, COIPA, and Praxis Medical Group-assigned OHP Members, reimbursement will be made on or around the 15th of every month and shall be negotiated as a variable per member per month.

This Primary Care Capitation rate will be made as a per member per month amount for any Federally Qualified Health Centers or Rural Health Centers, upon identification as such by Health Plan.

This Primary Care Capitation Rate will be applied to the following PCP Adjustment Factors attributed to the individual rate categories, which are:

Rate Category
Aid to Blind/Disabled & OAA with Medicare
Aid to Blind/Disabled & OAA without Medicare
CAF Children
ACA Ages 19-44
ACA Ages 45-54
ACA Ages 55-64
PLM, TANF and CHIP Children age < 1
PLM, TANF and CHIP Children age 1-5
PLM, TANF and CHIP Children age 6-18
Poverty Level Medical Adults (includes pregnancy)
TANF (Adults only)
BCCP

Primary care providers shall submit a claim to Health Plan for every service provided, including capitated primary care services.

2.6 Covered Services Paid By Primary Care Capitation Rate.

This Primary Care Capitation Rate, multiplied by the PCP Adjustment Factors, will be considered payment in full for the following CPT code services which are provided by primary care providers for their assigned OHP Members:

Services	CPT Codes
Office Visits	99202-99205, 99211-99215, 99241-99245
Home Services	99341-99345, 99347-99350
Other Office Services	92551, 92552, 93000, 93005, 93010, 93790, 95115-95134, 99000-99002, 99050, 99051, 99053,

	99056, 99058, 99070, 99080, 99366-99368, 99429, 99441-99443
Minor Surgical Services	10060, 10061, 10080, 10120, 10140, 10160, 11720, 11721, 11740, 16000, 16020, 17110, 17111, 20550, 20600, 20605, 20610, 30300, 36415, 45300, 45303, 46600, 46604, 51701, 54050, 54055, 54056, 56501, 65205, 65220, 69200, 69210

3.0 COMPENSATION – ALL OTHER PROFESSIONAL SERVICES.

For non-capitated primary care services and all specialty/ancillary services provided to OHP Members irrespective of primary care provider assignment, SCMG, Mosaic, COIPA, and Praxis Medical Group shall be compensated based on Resource Based Relative Value Scale (“RBRVS”) conversion factors or a percentage of the current OHP fee schedule. Payment will be less an established Claims Risk Withhold. On an annual basis, this Claims Risk Withhold will be returned in whole, in part, or not returned, based upon (a) the comparison of paid and incurred claims expenses and other costs, to separate HCBs in Sections 7 of this Exhibit B as well as the performance of quality metrics in Section 7.6, or (b) per the contract of the OHP Member’s primary care provider, if other than SCMG, Mosaic, COIPA, or Praxis Medical Group.

3.1 Medical Fee For Service.

SERVICE/PROCEDURE	MAXIMUM ALLOWABLE	CLAIMS RISK WITHHOLD
Services listed in the CMS Physicians Fee Schedule: OHA GPCI Adjusted RVUs for services	conversion factor ^{1, 2, 3}	8%
Labor and Delivery: CPT Codes 59400-59622	conversion factor ^{1, 2, 3}	8%
Laboratory: Services classified by CMS using OHP Medical-Dental Fee Schedule	% of OHP Allowable ^{1, 3}	8%
Anesthesia: Services classified in the American Society of Anesthesiologists Relative Value Guide	per unit ASA Conversion Factor ⁴	8%
Durable Medical Equipment, Prosthetics, Orthotics and Supplies: Services listed in the OHP Medical-Dental Fee Schedule	% of OHP Allowable ^{1, 3}	8%
Injectables, Vaccines, Immunizations: Services listed in the OHP Medical-Dental Fee Schedule	% of OHP Allowable ^{1, 3}	8%
Services and procedures without an OHP Allowable		8%

Note: Payment will be based upon the lesser of the billed amount or Health Plan negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

1. Updates to the schedules noted above shall be updated in accordance with OHP.

2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.

3. Health Plan will reimburse based on the rates published as of the date of adjudication.

4. ASA Basic Unit Value and annual updates as defined by the American Society of Anesthesiologists Relative Value Guide. Time units shall be based on fifteen (15) minute increments.

3.2 Patient Centered Primary Care Home (PCPCH) Program and Behavioral Health Integration.

Primary care providers may opt into Health Plan's Base or Program Participation PCPCH Program.

4.0 ALTERNATIVE PAYMENT MODELS.

4.1 Pediatric Hospitalist Program.

SCHS shall be paid per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and Praxis Medical Group's primary care providers in Central Oregon, to support a Pediatric Hospitalist Program (the "Program"). This amount will be an expense against separate HCBs to support the costs of the Program. Program revenue and costs, including FTE costs, will be reported showing any deficit/surplus. SCHS will provide, no less than quarterly, the accounting for the Program revenue and costs as described above to Health Plan.

4.2 Provider Incentives for Enhanced Access, Quality Improvement and PCPCH Certification.

SCMG, Mosaic, COIPA, and Praxis Medical Group shall be paid per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and Praxis Medical Group. This amount will be an expense against their respective HCBs.

4.3 Deschutes Stabilization Center.

Deschutes County shall be paid ninety-three cents (\$0.93) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and Praxis Medical Group primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense toward HCBs.

5.0 PREMIUM ALLOCATION.

Health Plan and CMHPs have established the following allocation of premium in order to implement the compensation and risk incentive structure:

5.1 Definitions. Estimated Earned Net Premium Revenue. Estimated Earned Net Premium Revenue shall consist of those global capitation payments (including adjustments and reconciliations with the state of Oregon) received by Health Plan from the State of Oregon for OHP Members assigned to SCMG's/Mosaic's, COIPA's, and Praxis Medical Group's primary care providers in the Central Oregon CCO for health services under OHP, less premium allocations and/or payments for services in Section 1,H, which include: Dental Care premium allocation and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, payments to COHC per the agreement with the COHC, taxes, adjustments, premium transfers, innovation grant revenue, OHA-required Hepatitis C reconciliations with OHA as necessary, and any portion of QIM bonus or QIM withhold retained per agreement with the COHC.

5.2 Allocation of Estimated Earned Net Premium Revenue.

After the application of any QDP/GME/MCO/Provider taxes, ACA taxes, OHA-required qualified directed pass-through payments, Health Plan Income Taxes for Medicaid, a payment to fund the COHC in the amount of one percent (1%) of gross premium (not counting pass-through funds), premium transfers for Dual Eligible Medicare premium and excluding: Dental Care premium allocation and claims paid to DCOs, Non-Emergent Medical Transportation premium allocation and claims paid to NEMT vendors, innovation grant revenue, OHA-required Hepatitis C reconciliation adjustments with the OHA/state of Oregon as necessary, and QIM withhold retained per agreement with the COHC, the remaining Estimated Earned Net Premium Revenue will be allocated as follows:

- 5.2.1 Administration. Eight and sixty hundredths' percent (8.60%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to Health Plan for administration.
- 5.2.2 Amounts Allocated to the primary care provider HCB. Ninety-one and forty hundredths' percent (91.40%) of the remaining Estimated Earned Net Premium Revenue shall be allocated to the separate HCBs of SCMG/Mosaic, COIPA, and Praxis Medical Group.

6.0 ALLOCATIONS AND DISBURSEMENT

6.1 Computation of Budget Expenses.

For OHP Members assigned separately to primary care providers of SCMG/Mosaic, COIPA, and Praxis Medical Group, all claims expenses (including Claims Risk Withhold), PMPM fees (including credentialing and any CPC+ expenses), reinsurance/stop loss premium expenses (less recoveries), Pharmacy Expenses (less rebates), Hospital Capitation Payments (including HCW), PCP Capitation Expense, subrogation adjustments, premium/MCO taxes, coinsurance expenses, out-of-area expenses, ancillary expenses, behavioral health/Substance Abuse Disorder (SUD) expenses paid to CMHPs, SCHS and other panel providers, Alcohol/Drug Residential expenses, Behavioral Health – Residential expenses, Health Services and other expenses iterated in the Joint Management Agreement (JMA) and JMA budget between Health Plan and the COHC shall be charged to the separate HCBs based on the day services were actually rendered with the exception of Late Claims, as defined in Section 6.2 below, which shall be charged to the next year's applicable budget.

6.2 Disposition of Late Claims.

Late Claims are those claims received, processed, and paid later than four months (120 days) after the close of the contract period. Late Claims will be attributed to the next year's applicable budget.

7.0 SETTLEMENT PARAMETERS.

7.1 Settlement Parameters for OHP Members.

The following settlement parameters for this Section 7 are intended to approximate financial terms for OHP Members assigned to SCMG/Mosaic's, COIPA's, and Praxis Medical Group's primary care providers. CMHP's role in settlements shall be consistent with the settlement terms of SCMG/Mosaic, COIPA, and Praxis Medical Group, should such settlement terms differ from the terms and percentages otherwise indicated in this Section 7. CMHPs understand and agree to be subject to the settlement terms other primary care provider agreements when CMHPs provide services for OHP Members assigned to non-SCMG/Mosaic, non-COIPA, and non-Praxis Medical Group entities.

7.2 Time Period.

Annual Claims Risk Withhold and HCW settlement reports will occur for the 2025 calendar year four months (120 days) after the close of the contract period ending December 31st. Any charges/credits to the applicable budgets that have occurred since the settlement of the previous contract period are accounted for in the settlement of the current period.

7.3 Claims Risk Withhold Settlement Summary.

Health Plan shall be responsible for computing, documenting, and reporting an annual Claims Risk Withhold settlement summary. This report shall be submitted approximately five months (151 days) after year-end. In the event of a dispute regarding the accuracy and completeness of the data reported by Health Plan, Health Plan agrees to an audit of the data by an independent third party mutually agreed upon between Health Plan and providers, which shall be at the sole cost and expense of providers.

7.4 Settlement Sequence – HCW.

The HCW will be settled consistent with the terms of the agreements between Health Plan and SCHS, SCMG, and Mosaic, which are the only entities sharing in the HCW.

7.5 Settlement Sequence – HCBs.

After completion of the HCW settlements, HCBs shall be settled per the agreement between Health Plan and SCMG, Mosaic, COIPA, and Praxis Medical Group, of which the CMHPs may be a part.

8.0 GENERAL PROVISIONS.

8.1 Defined Terms.

Any terms not otherwise defined herein shall have the meaning set forth in the Participating Provider Agreement.

8.2 Precedence.

In the event of any conflict or inconsistency between this Exhibit and the Participating Provider Service Agreement, such conflict or inconsistency shall be resolved by giving precedence first to this Exhibit then the Participating Provider Agreement.

8.3 Health Services Understanding.

Health Plan and SCMG and COIPA signed a separate Letter of Understanding in July of 2015 which detailed the appropriate allocation of certain health care expenses as being part of any HCB. Consistent with that understanding, Health Plan (a) has entered into a contract with OHA whereby Health Plan has agreed to manage programs to optimize cost, quality and experience of care for OHP Members, (b) is mandated to operate such programs with auditable reporting requirements, (c) has signed an agreement with OHA (consistent with OHA rules and regulations) which stipulates such program expenses are accounted for outside Health Plan administrative/general expenses and are part of health care expenses which are part of any HCB in this Agreement, and (d) calculates a PMPM expense as a percentage of the CCO global budget, to pay for such Health Services programs.

8.4 Requirements.

CMHPs will participate in and attest to performing any applicable (a) data submission activities pertinent to CCO EHR-based incentive metrics, (b) data submission requirements including sending accurate data in time and formats determined by CCO to comply with OHA measure specifications, (c) submitting data to Health Plan on a monthly basis by the 20th of the month and acknowledging reports for the first four months of the calendar year will be provided as early as possible based on the delivery from CMHPs' software vendor, (d) requests for surveys or other information, (e) requests to complete successful CCO data collection/submission activities, and (f) reporting expectations for diabetes, hypertension, depression, tobacco prevalence and BMI. CMHPs acknowledge that submission of these requirements is essential as failure to do so for each EHR-based incentive will lead to failure for each eCQM measure, failure to meet the population threshold required and will cause the entire Central Oregon CCO to fail the measure.

CMHPs will perform patient satisfaction surveys in alignment with PCPCH standard requirements and will share such survey results with Health Plan upon reasonable request.

CMHPs will cooperate with Health Plan on Health Plan's CAHPS Improvement Plans.

CMHPs will allow Health Plan to share individual provider performance information such as quality performance metrics with CCO-contracted providers and Health Councils.

8.5 Oregon Health Plan/OHA Capitation Administration Regulations.

In the event of (a) requirements rules, regulations or guidance related to applicable provider capitation payments made by Health Plan to CMHPs, and per Health Plan Exhibit L filing and Medical Loss Ratio filings submitted to OHA, and/or (b) Health Plan's and/or OHA's interpretation of applicability of such requirements, rules, regulations, or guidance and applicability of Health Plan's capitation payment methodology with CMHPs, Health Plan may enact the following:

- A charge commensurate with any OHA recoupment, demand for repayment, charge, tax, or fee, to be charged against any HCB, and/or

- A renegotiation with CMHPs to revert all payment methodologies entailing CMHP's capitation, to a fee-for-service payment methodology.

CMHPs shall cooperate with Health Plan to produce reports for Health Plan and/or OHA that satisfy to Health Plan and OHA discretion, the requirements, rules, regulations, or guidance from OHA related to capitation payments.

8.6 Oregon Health Plan/OHA Possible Premium Revision / MLR-based repayment to OHA.

In the event of a revision of premium levels for OHP Members by the state of Oregon/OHA by a net amount deemed by Health Plan to be inconsistent with the 2025 (a) CMHP capitation rate, (b) conversion factors, or (c) hospital capitation rates agreed to in this 2025 amendment to the Agreement, Health Plan will notify CMHPs of such inconsistency in writing, and both parties will enter into a renegotiation of 2025 reimbursement rates in order to achieve consistency with any new Oregon Health Plan/OHA premium levels.

In the event OHA determines Health Plan must pay OHA any sum because the Central Oregon CCO Medical Loss Ratio (MLR), as determined by OHA, does not meet a minimum threshold for the entire population or any benefit-category specific sub populations, Health Plan reserves the right to (a) deduct a pro-rata portion of such repayment from any HCB in Section 7, or (b) make direct investments to increase the MLR and offset such expenses with the settlement, upon communication with CMHPs and the COHC.

8.7 Health Related Services (Flexible Services and Community Based Health-Related Services).

Consistent with the Health-Related Services Rule adopted by the OHA (which includes member-level disbursements often called "flexible services", and community-based Health-Related Services, often called "Community Benefit Initiatives") and the Health-Related Services Brief released by the OHA, along with Health Plan policies approved by OHA, Health Plan will make certain disbursements from any HCB from time to time and at Health Plan's discretion. These disbursements are distinct from Health Plan-provided Health Services.

8.8 Community Health Improvement Plan, Transformation Plan, and Health Council Activities.

CMHPs will collaborate with Health Plan, the COHC, and other stakeholders in completing a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP), and in carrying out activities to implement the CHIP including any recommendation tied to community access studies. CMHPs will collaborate with Health Plan, the COHC, and other stakeholders to carry out the Transformation And Quality Strategies. For purposes of the CHA, CHIP, or Transformation And Quality Strategies, for reporting to the COHC or any of its subcommittees, or for reporting to OHA, Health Plan may share CMHP's utilization, membership numbers, and additional performance data. CMHPs will collaborate with Health Plan and the COHC to meet Transformation and Quality Strategies requirements and participate in Transformation And Quality Strategy projects.

8.9 Corrective Action Plans

Health Plan, at its sole discretion and consistent with the expectations of Health Plan by OHA, may determine that CMHP's performance of obligations, duties, and responsibilities under the terms of this Agreement is deficient. In reaching that conclusion, Health Plan may, but is not required to consider third-party audit or other formal review results, peer review results, quality measures, written or oral feedback from members or patients, and any other issues which may be identified by Health Plan. If Health Plan determines CMHP's performance is deficient for any reason, but that such deficiency does not constitute a Material Breach of the terms of this Agreement, Health Plan may institute a corrective action plan ("CAP") subject to internal review. Health Plan will notify CMHPs of the terms of the CAP and will provide a CAP reporting template. Health Plan will supply supporting information/data to CMHPs at that time. CMHPs shall have thirty (30) days to resolve the CAP to Health Plan's satisfaction. Failure to resolve the CAP shall constitute a Material Breach by CMHPs, and Health Plan may terminate this Agreement immediately.

8.10 Cooperation and Engagement in Quality Improvement Process.

The COHC voted to support QIM-related positions within Health Plan and area providers. CMHPs agrees to cooperate with the QIM Practice Facilitator, QIM Improvement Coordinator, QIM Program Manager, and the ED Improvement Coordinator to support success on regional quality measures including the QIMS, as well as to engage and cooperate with the Provider Engagement Panel to support quality improvement in the region.

8.11 Member Assignment

Health Plan may, at its discretion, assign OHP Members to primary care providers. Revisions to assignment procedures may be made in response to objective data related to quality performance, patient access, patient experience, or in response to other information available to Health Plan.

Attachment H

CCO Fee-for-service and Capitation for Behavioral Health Services
Community Mental Health Program for Central Oregon CCO

Effective 01/01/2025

1. CMHP Fee-for service and Monthly Capitation Payment

For services provided to OHP Members in the counties where the CMHPs are the designated Community Mental Health Program, Health Plan will reimburse CMHPs for Therapy Services and Assessment Services on a fee-for-service basis and on a capitation PMPM basis for Non-Encounterable Health Care Costs and Program Allocation costs according to the below rate schedule. These expenses will be charged and allocated to the separate Health Care Budgets (HCBs) in Attachment G.

Services provided to OHP Members from other CCOs and other counties for which the CMHP is not the designated Community Mental Health Program, CMHPs shall be reimbursed per a separate agreement for such services.

Intensive In-Home Behavioral Health Treatment (IIBHT) Deschutes County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Deschutes County, IIBHT services shall be submitted using HCPCS code of H0023 and shall be reimbursed through the below capitation table. The services under H0023 are separate from services billed for Behavioral Health outreach and engagement, for which a CPT code will be designated by Health Plan. Until such a time as an alternative code is identified, CMHP will submit non-billable Behavioral Health Outreach and Engagement (H0023) claims to be attributed to Non-Encounterable Healthcare Services Costs in the capitation portion of this contract.

Intensive In-Home Behavioral Health Treatment (IIBHT) Jefferson County Health Services and Crook County Health Services:

CMHP shall provide access to Intensive In-Home Behavioral Health Treatment (IIBHT) services for all eligible OHP Members aged twenty (20) and younger in accordance with OARs 309-019- 0167, 410-172-0650, and 410-172-0695. For Jefferson County and Crook County CMHPs, IIBHT services shall be submitted using HCPCS code H0023 and shall be reimbursed at one hundred percent (100%) of the current OHA allowable, with an eight percent (8%) Claims Risk Withhold to be settled per Attachment G.

Deschutes Stabilization Center

Deschutes County's CMHP shall be paid ninety-three cents (\$0.93) per OHP Member, per month, for OHP Members assigned to SCMG, Mosaic, COIPA, and other primary care providers in Central Oregon, to support a Deschutes Stabilization Center. This amount will be an expense allocated to the separate HCBs.

SERVICE/PROCEDURE for services provided to OHP Members domiciled in	MAXIMUM ALLOWABLE	CLAIMS RISK WITHHOLD
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the county for which the provider of care is the designated Community Mental Health Program		
CPT Codes: 90832, 90834, 90837, 90846, 90847, H0004, H0005, H0016, H0038	132% of OHP Allowable ^{1, 3}	8%
CPT Codes: 90791, 90792, H0001, H0031, H2000	170% of OHP Allowable ^{1, 3}	8%
CPT Codes: Q9991 and Q9992	100% of OHP Allowable ^{1, 3}	8%

Note: Payment will be based upon the lesser of the billed amount or Health Plan negotiated rates in effect at the time the service or supplies are rendered or provided as specified above.

1. Updates to the schedules noted above shall be updated in accordance with OHP.

2. Facility and non-facility RVUs shall be used and determined by the setting in which the service occurs.

3. Health Plan will reimburse based on the rates published as of the date of adjudication.

Non-Encounterable services/other billed services, Program Allocation and Mobile Crisis Payment and Definition:

CMHPs shall provide and report non-encounterable services and system supports. Non-encounterable services and system supports include, but are not limited to: travel, prevention, education and outreach, internal case consultation, co-provided services, outreach and engagement, socialization, and psycho-educational services that are not otherwise encounterable. Payments shall be an expense against the HCBs detailed in Attachment G. Payments for such services and programs shall be as follows:

	Non-Encounterable services and all other CMHP-billed services PMPM	Program Allocation PMPM	Mobile Crisis Allocation PMPM
Deschutes County Health Services, OHP Members domiciled in Deschutes/Klamath County	\$19.23	\$6.82	\$0.01
BestCare OHP Members domiciled in Jefferson County	\$16.57	\$10.70	\$0.01
BestCare OHP Members domiciled in Crook County	\$16.57	\$10.70	\$0.01

Oregon Health Plan (Oregon Health Authority) Contract Exhibit

In the event that any provision contained in this Exhibit conflicts or creates an ambiguity with a provision in this Agreement, this Exhibit's provision will prevail. Capitalized terms not otherwise defined herein shall have the meaning set forth in the OHA Contract, the Non-Medicaid Contract and/or OHP Bridge-BHP Contract (defined below and collectively referred to herein as "the OHA Contracts"). The parties shall comply with all applicable federal, state, and local laws, rules, regulations and restrictions, executive orders and ordinances, the OHA Contracts, OHA reporting tools/templates and all amendments thereto, and the Oregon Health Authority's ("OHA") instructions applicable to this Agreement, in the conduct of their obligations under this Agreement, including without limitation, where applicable:

- 1.0** Provider must perform the services and meet the obligations and terms and condition as if the Provider is PacificSource Community Solutions ("PCS"). [Exhibit B, Part 4, Section 11(a)]
- 2.0** This Agreement is intended to specify the subcontracted work and reporting responsibilities, be in compliance with PCS's contracts with OHA to administer the Oregon Health Plan (the "CCO Contract"), the Non-Medicaid programs (the "Non-Medicaid Contract"), and the Oregon Health Plan Bridge-Basic Health Program Services Contract (the "OHP Bridge-BHP Contract"), and incorporate the applicable provisions of the OHA Contracts. Provider shall ensure that any subcontract that it enters into for a portion or all of the work that is part of this Agreement shall comply with the requirements of this Exhibit. [Exhibit B, Part 4, Section 11(a)]
- 3.0** PCS is a covered entity and the Parties agree that they will enter into a Business Associate agreement when required under, and in accordance with, the Health Insurance Portability and Accountability Act. [Exhibit B, Part 4, Section 11(a)]
- 4.0** Provider understands that PCS shall evaluate and document Provider's readiness and ability to perform the scope of the work set forth in this Agreement prior to the effective date, and shall cooperate with PCS on that evaluation. Provider further understands that OHA has the right to receive all such evaluations. Provider understands and agrees that PCS may utilize a readiness review evaluation conducted by PCS, or a parent company or subsidiary, in relation to a Medicare Advantage subcontract with Provider if the work in question under both contracts is identical and the evaluation was completed no more than three (3) years prior to the effective date of this Agreement. [Exhibit B, Part 4, Section 11(a)]
- 5.0** Provider understands that PCS must ensure that Provider, and its employees, are screened for exclusion from participation in federal programs and that PCS is prohibited from contracting with an excluded Provider, and shall cooperate by providing PCS with information to confirm such screening. [Exhibit B, Part 4, Section 11(a)]
- 6.0** Provider understands that PCS must ensure that Provider, and its employees, undergo a criminal background check prior to starting any work or services under this Agreement, and shall cooperate by providing PCS with information to confirm such checks. [Exhibit B, Part 4, Section 11(a)]
- 7.0** Provider understands that PCS may not Delegate certain work under the OHA Contracts and that this Agreement does not terminate PCS's legal responsibility to OHA for the timely

and effective performance of PCS's duties and responsibilities under the OHA Contracts. Provider further understands that a breach by Provider of a term or condition in the OHA Contracts, as it pertains to work performed under this Agreement, shall be considered a breach by PCS of the OHA Contracts. Further, Provider understands that PCS is solely responsible to OHA for any corrective action plans, sanctions, or the like, and that PCS is solely responsible for monitoring and oversight of any subcontracted work. [Exhibit B, Part 4, Section 11(a)]

- 8.0** Provider understands and agrees that PCS must provide OHA with a list of subcontractors (including any work that Provider further subcontracts) and activities required to be performed under such subcontracts, including this Agreement, and shall include: (i) the legal name of Provider and each direct or indirect subcontractor, (ii) the scope of work and/or activities being subcontracted to each direct or indirect subcontractor, (iii) the current risk level of Provider as determined by PCS based on the level of Member impact of Provider's Work, the results of any previous Provider Performance Report(s), and any other factors deemed applicable by PCS or OHA or any combination thereof (provided, however, that PCS must apply the following OHA criteria to identify a High risk Provider, where Provider shall be considered High risk if the Provider: (a) provides direct service to Members or whose Work directly impacts Member care or treatment, or (b) has one or more formal review findings within the last three (3) years for which OHA or PCS or both has required the Provider to undertake any corrective action, or (c) both (a) and (b) above, (iv) copies of the ownership disclosure form, if applicable for Provider, (v) information about any ownership stake between PCS and Provider, if any, and (vi) an attestation from PCS regarding Paragraphs 3 through 5 above and that this Exhibit exists. [Exhibit B, Part 4, Section 11(a)]
- 9.0** Provider understands and agrees that the following obligations may not be Delegated to a third party: (i) oversight and monitoring of Quality Improvement activities, and (ii) adjudication of member grievances and appeals. [Exhibit B, Part 4, Section 11(a)]
- 10.0** Provider understands and agrees that Provider must respond and remedy any deficiencies identified in Provider's performance of the work or services to be performed under this Agreement, in the timeframe reasonably determined by PCS. [Exhibit B, Part 4, Section 11(a)]
- 11.0** Provider acknowledges and agrees that it may not bill Members for services that are not Covered Services under the OHA Contracts unless there is a full written disclosure or waiver on file, signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-3565. [Exhibit B, Part 4, Section 11(a)]
- 12.0** Provider acknowledges receiving a copy of PCS's written procedures for its Grievance and Appeal System, agrees to comply with the requirements therein, and agrees to provide those written procedures to any subcontractors of Provider's services provided hereunder. [Exhibit B, Part 4, Section 11(a); Exhibit I, Section 1(b)(1)]
- 13.0** Provider understands and agrees that PCS shall monitor and audit Provider's performance on an ongoing basis and also perform timely, formal reviews of compliance with all obligations under this Agreement for the purpose of evaluating Provider's performance, which must identify any deficiencies and areas for improvement. Provider also understands and agrees to cooperate with PCS in the performance of such ongoing monitoring and review. Further, Provider understands and agrees that the annual report

must minimally include the following: (i) an assessment of the quality of Provider's performance of the work performed pursuant to this Agreement, (ii) any complaints or grievances filed in relation to such work, (iii) any late submission of reporting deliverables or incomplete data, (iv) whether Provider's employees are screened and monitored for federal exclusion from participation in Medicaid, (v) the adequacy of Provider's compliance functions, and (vi) any deficiencies that have been identified by OHA related to Provider's work performed pursuant to this Agreement. Provider understands and agrees that PCS may satisfy these requirements by submitting to OHA the results of a compliance review conducted by PCS, or a parent company or subsidiary, in relation to a Medicare Advantage subcontract with Provider if the work in question under both contracts is identical and the time period for the review is identical or inclusive of the time period for a report under this Agreement. Finally, Provider understands and agrees that PCS shall provide OHA with a copy of each review or an attestation, as provided for in the CCO Contracts. [Exhibit B, Part 4, Section 11(a)-(b)]

- 14.0** Provider agrees that it shall be placed under a corrective action plan ("CAP") if PCS identifies any deficiencies or areas for improvement in the ongoing monitoring or annual report and that PCS is required to provide a copy of such CAP to OHA, as well as any updates to the CAP, notification that the CAP was successfully addressed, and notification if Provider fails to complete a CAP by the designated deadline. [Exhibit B, Part 4, Section 11(a)]
- 15.0** Provider understands and agrees that PCS has the right to take remedial action, pass down or impose Sanctions, and that PCS intends this Agreement to reflect that PCS has the substantively the same rights as OHA has in the OHA Contracts, if Provider's performance is inadequate to meet the requirements of the OHA Contracts. [Exhibit B, Part 4, Section 11(b)]
- 16.0** Provider acknowledges and agrees that, notwithstanding any provision of this Agreement to the contrary, that PCS has the right to revoke delegation of any activities or obligations from the OHA Contracts that are included in this Agreement and to specify other remedies in instances where OHA or PCS determine Provider has breached the terms of this Agreement; provided, however, that PCS shall work with Provider to allow Provider reasonable time to cure any such breach. [Exhibit B, Part 4, Section 11(b)]
- 17.0** Provider acknowledges and agrees to comply with the payment, withholding, incentive, and other requirements set forth in 42 CFR §438.6 that is applicable to the work or services performed pursuant to this Agreement. [Exhibit B, Part 4, Section 11(b)]
- 18.0** Provider agrees to submit to PCS Valid Claims for services, including all the fields and information needed to allow the claim to be processed, within the timeframes for valid, accurate, Encounter Data submission as required by the OHA Contracts. [Exhibit B, Part 4, Section 11(b)]
- 19.0** Provider expressly agrees to comply with all Applicable Laws, including without limitation, all Medicaid laws, rules, regulations, all federal laws, rules, regulations governing Basic Health Programs, and all Oregon state laws, rules, and regulations governing OHP Bridge-Basic Health Program, as well as sub-regulatory guidance and contract provisions. [Exhibit B, Part 4, Section 11(b)]

- 20.0** Provider expressly agrees that PCS, OHA, the Oregon Secretary of State, the Center for Medicare & Medicaid Services, the U.S. Health & Human Services, the Office of the Inspector General, the Comptroller General of the United States, or their duly authorized representatives and designees, or all of them or any combination of them, have the right to audit, evaluate, and inspect any books, Records, contracts, computers, or other electronic systems of Provider, or of Provider's subcontractor, that pertain to any aspect of the services and activities performed, or determination of amounts payable under the OHA Contracts. Provider agrees that such right shall exist for a period of ten (10) years from the date this Agreement terminates or from the date of completion of any audit, whichever is later. Further, Provider agrees that if PCS, OHA, CMS, or the DHHS Inspector General determine that there is a reasonable possibility of Fraud or similar risk, then OHA, CMS or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. [Exhibit B, Part 4, Section 11(b)]
- 21.0** Provider agrees to make available, for purposes of audit, evaluation, or inspection of its premises, physical facilities, equipment, books, Records, contracts, computer, or other electronic systems relating to its Members. [Exhibit B, Part 4, Section 11(b); Exhibit D, Section 15]
- 22.0** Provider agrees to respond and comply in a timely manner to any and all requests from OHA or its designee for information or documentation pertaining to Work outlined in the OHA Contracts. [Exhibit B, Part 4, Section 12(b)]
- 23.0** Pursuant to 42 CFR §438.608, to the extent this Agreement requires Provider to provide services to Members or processing and paying for claims, Provider agrees to adopt and comply with PCS's Fraud, Waste, and Abuse policies, procedures, reporting obligations, and annual Fraud, Waste, and Abuse Prevention Plan, as well as the obligations, terms and conditions provided in Exhibit B, Part 9 of the OHA Contracts. Further, Provider agrees, unless expressly provided otherwise in the applicable provision, to report immediately to PCS any provider and Member Fraud, Waste, or Abuse ("FWA"), which PCS will report to OHA or the applicable agency, division, or entity. [Exhibit B, Part 4, Section 11(b)]
- 23.1** In addition to the preceding paragraph, if Provider provides services to Members or processes and pays for claims, then Provider agrees to comply with Exhibit B, Part 9, Sections 11-18 of the OHA Contracts, related to FWA and compliance activities. [Exhibit B, Part 9, Section 10]
- 24.0** Provider agrees to meet the standards for timely access to care and services, as set forth in the OHA Contracts and OAR 410-141-3515, which includes providing services within a timeframe that takes into account the urgency of the need for services. [Exhibit B, Part 4, Section 11(b)]
- 25.0** Provider agrees to report promptly to PCS any Other Primary, third-party Insurance to which a Member may be entitled. [Exhibit B, Part 4, Section 11(b)]
- 26.0** Provider agrees to request, obtain, and provide, in a timely manner as noted in any PCS TPL Guidebook or upon PCS or OHA request, with all Third-Party Liability eligibility information and any other information requested by PCS or OHA, as applicable, in order to assist in the pursuit of financial recovery. Provider also agrees to enter into any data

sharing agreements required by OHA or its PIL Unit. [Exhibit B, Part 4, Section 11(b); Part 8, Section 17(f)(1); Part 8, Section 18(s)(5)]

- 27.0** Provider agrees to document, maintain, and provide to PCS all Encounter Data records that document Provider's reimbursement to federally qualified health centers, Rural Health Centers and Indian Health Care Providers and to provide such documents and records to PCS upon request. [Exhibit B, Part 4, Section 11(c)]
- 28.0** Provider understands and agrees that if PCS is not paid or not eligible for payment by OHA for services provided, neither will Provider be paid or be eligible for payment. [Exhibit B, Part 4, Section 11(d)]
- 29.0** Provider understands and agrees that PCS will provide a copy of this Agreement to OHA upon OHA's request. [Exhibit B, Part 4, Section 11(e)]
- 30.0** In accordance with the OHA Contracts, Provider understands and agrees to comply with the following provisions:
- 30.1** Adhere to the policies and procedures set forth in PCS's Service Authorization Handbook. [Exhibit B, Part 2, Section 3(a)]
- 30.2** Obtain Prior Authorization for Covered Services, as noted on PCS's website. [Exhibit B, Part 2, Section 3(b)(3)]
- 30.3** For preventive Covered Services, report all such services provided to Members to PCS and such services are subject to PCS's Medical Case Management and Record Keeping responsibilities. [Exhibit B, Part 2, Section 6(a)(3)]
- 30.4** Ensure that each Member is free to exercise their Member rights, and that the exercise of those rights does not adversely affect the way PCS, its staff, Provider, Participating Providers, or OHA, treat the Member. [Exhibit B, Part 3, Section 2(o)]
- 30.5** Adhere to PCS's policies for Provider directories, including updating the information therein. [Exhibit B, Part 3, Section 6(i)]
- 30.6** Meet the special needs of Members who require accommodations because of a disability or limited English proficiency. [Exhibit B, Part 4, Section 2(k)]
- 30.7** Ensure that all Traditional Health Workers undergo and meet the requirements for, and pass the required background check, as described in OAR 950-060-0070 [Exhibit B, part 4, Section 4(a)(6)]
- 30.8** Consistent with 42 CFR §438.106 and §438.230, not bill any Member for Covered Services in any amount greater than would be owed if PCS provided the services directly, and comply with OAR 410-120-1280 relating to when a Provider may bill a Medicaid recipient and when a Provider may send a Medicaid recipient to collections for unpaid medical bills. [Exhibit B, Part 8, Section 4(f)]
- 30.9** If any of PCS's OHA Contracts are terminated, make available to OHA or another health plan to which OHA has assigned the Member, copies of medical, Behavioral Health, Oral Health, and managed Long Term Services and Supports records,

patient files, and any other information necessary for the efficient care management of Members as determined by OHA, in such format(s) as directed by OHA and provided without expense to OHA or the Member. [Exhibit D, Section 10(c)(6)]

- 30.10** Section 1 (Governing Law, Consent to Jurisdiction, 2 (Compliance with Applicable Law), 3 (Independent Contractor), 4 (Representations and Warranties), 15 (Access to Records and Facilities; Records Retention; Information Sharing), 16 (Force Majeure), 18 (Assignment of Contract, Successors in Interest), 19 (Subcontracts), 24 (Survival), 30 (Equal Access), 31 (Media Disclosure), and 32 (Mandatory Reporting of Abuse) of Exhibit D of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit D, Section 19]
- 30.11** Exhibit E of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit E]
- 30.12** Exhibit F of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit F]
- 30.13** If any part of the Grievance process is performed by Provider pursuant to this Agreement, meet the requirements of the OHA Contracts, (i) comply with OAR 410-141-3835 through 410-141-3915 and 42 CFR §438.400 through §438.424, (ii) cooperate with any investigation or resolution of a Grievance by either or both DHS's Client Services Unit and OHA's Ombudsperson as expeditiously as the Member's health condition requires, and (iii) provide the data necessary for PCS to fulfill its reporting obligations to OHA. [Exhibit I, Section 1(e)(10), Section 2(d), Section 10]
- 30.14** If Provider is required to collect and submit any demographic data to PCS, then Provider shall include REALD data in that data collection and submission. [Exhibit K, Section 12(b)]
- 30.15** Respond promptly and truthfully to all inquiries made by OHA or by the Oregon Department of Consumer and Business Services ("DCBS") concerning any subcontracted work and transactions pursuant to or connected to the OHA Contracts, using the form of communication requested by OHA or DCBS. [Exhibit L, Section 3(a)]
- 30.16** If Provider makes any prior authorization determinations for substance use disorder treatment services and supports, then Provider shall ensure its staff have a working knowledge of the ASAM Criteria, as required by the OHP SUD 1115 demonstration waiver. Further, Provider shall confirm compliance with this requirement upon request of PCS, so that PCS can submit an attestation of compliance to OHA. [Exhibit M, Section 7(j)]
- 30.17** Provide all required information to PCS necessary for PCS to submit an annual Behavioral Health report to OHA. [Exhibit M, Section 14, 23]
- 30.18** Take any PCS required training or otherwise provide training within Provider's operations regarding recovery principles, motivational interviewing, integration, and Foundations of Trauma Informed Care (<https://tramainformedoregon.org/tic-intro-training-modules/>), and, if applicable, enroll in, and provide timely updates to, OHA's Centralized Behavioral Health Provider Directory. [Exhibit M, Section 24]

- 30.19** Exhibit N of the OHA Contracts, as if fully set forth herein, for the benefit of both OHA and PCS. [Exhibit N]
- 31.0** Provider agrees to comply with Section C Part 10 of Attachment I of the 2017-2022 Medicaid 1115 Waiver regarding timely Payment to Indian Health Care Providers. [OAR 410-141-3505]
- 32.0** Provider acknowledges that it has received a copy of the current version of the OHA Contracts, with the exception of Exhibit C.
- 33.0** **Miscellaneous.**

33.1 *Provider Certification.* Provider hereby certifies that all claims submissions and/or information received from Provider are true, accurate, and complete, and that payment of the claims by PCS, or its subcontractor, for PCS Members will be from federal and state funds, and therefore any falsification, or concealment of material fact by Provider when submitting claims may be prosecuted under federal and state laws. Provider shall submit such claims in a timely fashion such that PCS may comply with any applicable Encounter Data submission timeframes and shall include sufficient data and information for OHA to secure federal drug rebates for outpatient drugs provided to PCS's Members under this Agreement, if any. Provider hereby further certifies that it is not and will not be compensated for any work performed under this Agreement by any other source or entity.

33.2 *Indemnification.* Notwithstanding any indemnification provision in this Agreement, as it pertains to PCS Members, Provider shall defend, save, hold harmless and indemnify PCS, the State of Oregon, and their respective officers, employees, subcontractors, agents, insurers, and attorneys from and against all of the following (here "Indemnifiable Events"): all claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses of any nature whatsoever (including reasonable attorneys' fees and expenses at trial, at mediation, on appeal and in connection with any petition for review) resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, agents, insurers, and attorneys (or any combination of them) under this Agreement. Indemnifiable Events include, without limitation (i) unauthorized disclosure of confidential records or Protected Information, including without limitation records and information protected by HIPAA or 42 CFR Part 2, (ii) any breach of this Exhibit or the Agreement, (iii) impermissible denial of Covered Services, (iv) failure to comply with any reporting obligations under this Agreement, and (v) failure to enforce any obligation of a subcontractor under this Agreement.

Provider shall have control of the defense and settlement of any claim this is subject to this Section 33.2; however, neither Provider nor any attorney engaged by Provider, shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving the prior written approval of the Oregon Attorney General to act as legal counsel for the State of Oregon; nor shall Provider settle any claim on behalf of the State of Oregon without the prior written approval of the Attorney General. The State of Oregon may, at its election, assume its own defense and settlement in the event that the State of Oregon determines that Provider is

prohibited from defending the State of Oregon, or is not adequately defending its interests. The State of Oregon may, at its own election and expense, assume its own defense and settlement in the event the State of Oregon determines that an important governmental principle is at issue.

Provider shall ensure that the State of Oregon, Department of Human Services is not held liable for (i) any of Provider's debts or liabilities in the event of insolvency, regardless of whether such liabilities arise out of such parties' insolvency or bankruptcy; (ii) Covered Services authorized or required to be provided by Provider under this Agreement, regardless of whether such Covered Services were provided or performed by Provider, Provider's subcontractor, or Provider's Participating or Non-Participating Provider; or (iii) both (i) and (ii) of this sentence.

Notwithstanding the foregoing, no party shall be liable to any other party for lost profits, damages related to diminution in value, incidental, special, punitive, or consequential damages under this Agreement; provided, however, Provider shall be liable (i) for civil penalties assessed against PCS by OHA related to a breach of this Agreement by Provider; (ii) for Liquidated Damages assessed against PCS by OHA related to a breach of this Agreement by Provider; (iii) under the Oregon False Claims Act; (iv) for Indemnifiable Events as noted above, (v) claims arising out of or related to unauthorized disclosure of confidential records or information of Members (or both of them), including without limitation records or information protected by HIPAA or 42 CFR Part 2; (vi) any OHA expenses assessed to PCS for termination of the OHA Contracts that are related to a breach of this Agreement by Provider; or (vii) damages specifically authorized under another provision of this Agreement. [Exhibit D, Section 8 and 12]

- 33.3 Force Majeure.** Neither OHA, Provider nor PCS shall be held responsible for delay or default caused by riots, acts of God, power outage, fire, civil unrest, labor unrest, natural causes, government fiat, terrorist acts, other acts of political sabotage or war, earthquake, tsunami, flood, or other similar natural disaster, which is beyond the reasonable control of the affected party. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA or PCS may terminate this Agreement upon written notice to Provider after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to any of the circumstances listed in the preceding paragraph, care may be deferred until after resolution of those circumstances, except in the following situations: (a) care is needed for Emergency Services; (b) care is needed for Urgent Care Services; or (c) care is needed where there is a potential for a serious adverse medical consequence if treatment or diagnosis is delayed more than thirty (30) days.

If any of the circumstances listed in the first paragraph of this section disrupts normal execution of Provider's duties under this Agreement, Provider shall notify Members in writing of the situation and direct Members to bring serious health care needs to Provider's attention. [Exhibit D, Section 16]

- 33.4 No Third Party Beneficiaries.** PCS and Provider are the only parties to this Agreement and the only parties entitled to enforce its terms; provided, however, that OHA and other government bodies have the rights specifically identified in this Agreement. The parties agree that Provider's performance under this Agreement is solely for the benefit of PCS to fulfill its OHA Contracts obligations and assist OHA in accomplishing its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision shall survive the termination of this Agreement for any reason.
- 33.5 Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- 33.6 Termination; Revocation of Delegated Activities.** Notwithstanding any other provision in this Agreement, PCS may terminate this Agreement or impose Sanctions, as provided in the OHA Contracts, if Provider's performance is inadequate to meet the requirements of the OHA Contracts.
- 33.7 Subcontractor/FDR Manual.** Provider shall comply with the due dates and requirements in PCS's Subcontractor/FDR Manual (the "Manual"), as amended, once that Manual is finalized and posted. Provider is responsible for reviewing the Manual periodically in order to know the current requirements.
- 34.0 Differences Between the CCO Contract, the Non-Medicaid Contract, and/or the OHP Bridge-BHP Contract.** There are a few language differences between the CCO Contract, the Non-Medicaid Contract, and OHP Bridge-BHP. To the extent that Provider only works with one population or the other, that contract will apply; however, to the extent that Provider works with one or more populations, all relevant contracts will apply, as applicable, to the situation depending on what work and what population is involved.
- 35.0** If Provider is also a HRSN Service Provider, then Provider understands and agrees that it is prohibited from having any involvement in (i) authorizing or denying any HRSN Service or (ii) service planning for an HRSN Eligible Member. [HRSN Amendment #24, Section 16(i)(3)]
- 36.0** Provider agrees and acknowledges that the OHA periodically amends the OHA Contracts. Provider also agrees and acknowledges that PCS may periodically send an updated version of this Exhibit that will automatically replace this Exhibit and be incorporated into Provider's contract with PCS.

ADDENDUM**01/01/2025****Youth Fidelity Wraparound****RECITALS**

- A. Wraparound is an intensive care coordination process for youth with emotional and behavioral disorders who are involved in multiple systems. These systems include, but are not limited to, mental health, addictions, child welfare, intellectual or developmental disabilities, juvenile justice, and education. Wraparound is a team-based, strengths-based process that organizes a youth-and-family-driven system of services and supports. Services and supports are individualized for a youth and family to achieve family and youth identified goals.
- B. Provider is committed to participating in supporting the continuum of care that integrates health services by means of implementing a System of Care approach that includes models such as Wraparound for children with behavioral health disorders.
- C. Provider serves as a Wraparound Provider or supports multiple Wraparound Providers, and Provider specializes in providing Wraparound supports to eligible Members in accordance with OAR 309-019-0162 & 309-019-0163. Provider delivers Wraparound supports pursuant to Fidelity Wraparound requirements, as required by OAR 309-019-00162 & 309-019-0163 and Exhibit M of the CCO Contract.
- D. Provider is including this Addendum for the express purpose of supporting Wraparound services.

1. WRAPAROUND WORK.

Health Plan retains Provider to create, support, and manage the services for its Members in the Service Area as described and in accordance with this Section 1 (the "Wraparound Work"). Provider agrees to render all Wraparound Work in accordance with the terms and conditions of the Agreement and this Attachment, applicable state and federal law, applicable government regulations and guidance, and in conformity with appropriate and accepted standards of care for those services. Nothing herein is intended to create, and shall not create, any exclusive arrangement between Health Plan and Provider. This Agreement shall not restrict either Party from acquiring similar, equal or like goods or services from other entities or sources. The Parties acknowledge that there may be changes in OHA guidance or interpretation in the future that impact this Agreement. The Parties agree to work together to adjust and incorporate such OHA guidance and interpretations into this Agreement and/or into the work performed hereunder, as well as any new requirements from an amendment to the CCO Contract or as otherwise required by OHA. Provider shall perform Wraparound Work, as described in greater detail below:

- 1.1 Wraparound Services.** Provider shall administer Wraparound care coordination services to Fidelity, consistent with the obligations set forth in OAR 309-019-0163 and Exhibit M of the CCO Contract. In particular, Provider shall:

- Ensure certified providers administer the Child and Adolescent Needs and Strengths Assessment (“CANS”) Oregon to members, consistent with the requirements set forth in Exhibit M of the CCO Contract, including input of CANS data into state data system. All staff administering the CANS must be certified by the Praed Foundation;
- Ensure its providers and staff have attended the Division-approved foundational Wraparound training within 90 days of the hire date, applicable to the role in the Wraparound care team.
- Ensure its providers and staff are trained in integration and foundations of Trauma Informed Care, recovery principles, motivational interviewing, assessing for Adverse Childhood Experiences, and rendering services in a Culturally and Linguistically Appropriate manner;
- Complete required documents for each enrolled youth and their family pursuant to the Fidelity model.
- Input member information into state’s Fidelity and Monitoring System, WrapStat, or other Division-required data monitoring system, including: Medicaid ID numbers, Wraparound enrollments, discharges, and member demographic information.
- Distribute WFI-EZs according to the evaluation cycles identified in WrapStat, ensuring all youth and members of their Wraparound team who are a part of the evaluation cycle are provided the opportunity to complete a WFI-EZ. WFI-EZs can be collected electronically through WrapStat or in hard copy format, with all paper copies required to be submitted to Health Plan for entry into WrapStat.
- Complete TOMs during evaluation cycles identified in WrapStat.

1.2 Clients Served. Provider shall be reimbursed for the number of Wraparound clients served each month. Provider will be responsible for invoicing PacificSource on a monthly basis to indicate youth enrolled in Wraparound program.

1.3 PacificSource’s Wraparound Policies. Provider agrees to comply with Health Plan’s Wraparound policies and procedures, including those policies and procedures described in Exhibit M of the CCO Contract. Provider also agrees to provide feedback not less than annually in order to support Health Plan in improving its policies and procedures to meet the needs of the local community.

1.4 Wraparound Staff. Provider will ensure the implementation of Fidelity Wraparound by hiring and training the following staff required in Exhibit M to deliver Wraparound Work:

- Wraparound Care Coordinator;
- Wraparound Supervisor;
- Wraparound Coach;
- Youth Peer Delivered Service Provider;
- Family Peer Delivered Service Provider; and
- Peer Delivered Service Provider Supervisor.

- 1.5 Workforce.** On not less than a quarterly basis, Provider agrees to share with Health Plan a summary of its workforce, including whether any of its employed or contracted workforce are certified or grandfathered as traditional health workers, as well as their corresponding scope of practice using a THW reporting template supplied by Health Plan. This information is required by the OHA, and allows the Health Plan to develop targeted strategies to meet member health needs. After Provider produces this analysis, the Parties agree to meet and review the analysis to discuss barriers and opportunities.
- 1.6 Assistance in Meeting OHA Obligations.** Provider agrees to cooperate with and assist PacificSource in fulfilling PacificSource's obligations to the OHA with regard to services performed under this Agreement.
- 1.7 Behavioral Health Report.** Provider agrees to collaborate with Health Plan to complete reporting to the OHA, including the Behavioral Health Report that Health Plan must submit to the OHA on an annual basis.
- 1.8 Wraparound Collaboration.** Provider agrees to work collaboratively with Health Plan staff, as reasonably requested. Provider also agrees to participate in technical assistance offered by Health Plan, including training in trauma-informed care principles.
- 1.9 Participation in System of Care Governance.** Provider agrees to participate in System of Care work groups, including the Practice Level Workgroup, to support a comprehensive, person-centered, individualized, and integrated community-based array of child and youth behavioral health services using System of Care principles.
- 1.10 Participation in Community Governance.** Provider agrees to participate in the local Community Health Assessment and Community Health Improvement Plan, as may be requested by Health Plan or the [insert Health Council], from time to time. In addition, Provider agrees to participate in the Community Advisory Council to share valuable perspectives with the community and the [Health Council].
- 1.11 Caseloads.** Provider shall track the ratio of care coordinators, family support specialists, and youth support specialists to families served. Provider shall maintain adequate staffing in order to ensure that at no time the ratio of providers to families served exceeds 1:15. If at any time the ratio exceeds 1:15, Provider shall immediately notify Health Plan so that Health Plan may take appropriate next steps pursuant to Health Plan's policies and procedures.
- 1.12 Data Collection and Reporting.** In order to support Provider and Health Plan's joint efforts to serve Members and in service of the OHA's requirements to collect data about the delivery of Wraparound services, Provider agrees to provide reporting to Health Plan that includes the following:
- Wraparound Annual Utilization Report (annually)
 - Number of youth served (quarterly)
 - Ratio of employed or contracted staff to total number of youth served (quarterly)
 - Number of requests for Wraparound services and number enrolled in Wraparound, including explanations for those not enrolled (quarterly)
 - Number of youth discharged from Wraparound (quarterly)

- Race/Ethnicity and Language of eligible members enrolled in and discharged from Wraparound (quarterly)

1.13 Reporting Penalties. Provider agrees to supply the reporting deliverables listed in Section 1.12. Provider agrees to indemnify and hold Health Plan harmless against any and all fines, fees, and/or assessments assessed by the Oregon Health Authority as a result of Provider's failure to timely meet the reporting deliverables identified in this Agreement.

1.14 Encounter Data. Provider agrees to submit claims for all Wraparound services provided by Wraparound staff, as identified in Section 1.4. All Wraparound services (excluding CANS assessments billed using H2000) shall be submitted and include the member's diagnosis or diagnoses, Procedure Code H2021, Community-based Wraparound Services, per 15 minutes, and the number of units per service (e.g., a 45 minute encounter would require claim submission of H2021 for 3 units). These claims are for encounter reporting purposes only and will not be reimbursed, per payment agreement in Attachment A.

1.15 Workforce Training. Provider shall ensure that all staff receive training as required in the Contract including, but not limited to, Cultural Responsiveness, Implicit Bias, CLAS Standards, Trauma Informed Care, and uses of data to advance health equity. Provider and provider staff may access trainings offered by the PacificSource Training Program. For all other training, Provider shall have mechanisms in place that enable reporting to Health Plan, at Health Plan's reasonable request, details of training activities, annual training plans, training subjects, content outlines, objectives, target audiences, delivery system, evaluations, training hours, training attendance, and trainer qualifications. At a minimum, Provider shall provide Health Plan with an Annual Training and Education Report so that Health Plan may compile such information into Health Plan's report to the OHA.

2. PAYMENT.

Provider shall be paid for providing the Wraparound Work pursuant to Attachment A of the Agreement.

3. TERM AND TERMINATION.

This Addendum shall be in full force and effect for the Term of the Agreement, unless earlier terminated as provided herein. Either Party may terminate this Addendum, without impacting the Agreement, with the other Party's written consent, which shall not be unreasonably withheld.

4. DATA USE.

The Parties recognize and agree that it may be necessary to share certain data with each other that was not anticipated to give this Addendum its full force and effect. The Parties agree that they will meet and determine the exact data to provide, in accordance with the

terms of this Addendum, as it becomes necessary. The additional specifications for that data may be added as an amendment, at any time, to this Addendum as mutually agreed to by the Parties. The Parties acknowledge that the CCO Contract requires significant reporting to OHA, including documentation establishing compliance with OAR 309-019-

0163, and agree to work together to ensure the proper completion and filing of such reports so that Health Plan may fulfill its obligations under the CCO Contract. Provider acknowledges that OHA will post many of the reports on its website. Where redaction of certain information is allowed, the Parties will coordinate on the identification of those redactions, although Health Plan will have the right to make the final redactions based on its sole discretion.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Approval of Order No. 2025-015, setting a temporary speed limit of 45 MPH on NW 19th Street between NW Odem and NW Sedgewick Avenues

RECOMMENDED MOTION:

Move approval of Order No. 2025-015.

BACKGROUND AND POLICY IMPLICATIONS:

The Deschutes County Road Department is partnered with ODOT in delivering the U.S. 97: Lower Bridge Way - NW 10th Street (Terrebonne) project which includes the construction of a highway overpass and "dog bone" roundabout interchange at the intersection of US97 and NW Lower Bridge Way. Construction of the roundabout requires closure of NW Lower Bridge Way with a detour on Davidson Road and NW 19th Street that will be in effect for up to 10 months. Due to resident concerns and an alteration in the character of NW 19th Street (a collector road) by diverting NW Lower Bridge Way traffic to the detour route, Road Department staff have determined that a temporary speed limit of 45 mph is prudent.

Pursuant to ORS 810.180(8), a road authority may establish a temporary designated speed that is lower than the statutory speed by ordinance or order. The Road Department is requesting the implementation of a temporary 45 mph speed limit on NW 19th Street between NW Odem Avenue and NW Sedgewick Road. This segment is the only portion of the designated detour route that is not already posted at 45 mph or lower. The current statutory speed limit for this section is 55 mph.

Adoption of Order No. 2025-015 will implement a temporary designated speed of 45 mph on NW 19th Street between NW Odem Ave and NW Sedgewick Ave. The temporary designated speed will be in effect for the duration of the intersection improvement, which is presently anticipated to be substantially completed by early Winter 2026.

BUDGET IMPACTS:

None

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

REVIEWED

LEGAL COUNSEL

04/23/2025 Item #3.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Setting a Temporary Speed Limit of *
45 Miles Per Hour on NW 19th St between * ORDER NO. 2025-015
NW Odem Ave and NW Sedgewick Ave *

WHEREAS, the Deschutes County Road Department in partnership with the Oregon Department of Transportation(ODOT) is causing for the construction of a new overpass and roundabout at the intersection of US97 and NW Lower Bridge Way located in Deschutes County; and

WHEREAS, the construction of the roundabout will require the installation of a temporary detour around the intersection via Davidson Rd and NW 19th St to allow for continued access to NW Lower Bridge Way; and

WHEREAS, the Deschutes County Road Department, pursuant to the provisions of ORS 810.180(8), has determined that the implementation of the temporary detour will alter the character of the roadway to the extent that a temporary designated speed lower than the statutory speed is necessary to protect the safety of the traveling public; now, therefore

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

Section 1. That the designated speed for the following roadways be as follows:

Road Name:	NW 19 th St
Designated Speed:	45 miles per hour
From:	Milepost 4.52
To:	Milepost 5.02

Section 2. That the Deschutes County Road Department or its contractor shall install appropriate signs giving notice of the designated speed per ORS 810.180(8)(d).

Section 3. That the signs installed pursuant to this order comply with the provisions of ORS 810.210.

Section 4 That this speed zone will be in effect upon signature of the Board of County Commissioners and will terminate upon termination of the Lower Bridge Way detour route.

Section 5. That this Order shall be recorded in the office of the Deschutes County Clerk.

DATED this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, CHAIR

ATTEST:

PATTI ADAIR, VICE CHAIR

Recording Secretary

PHIL CHANG, COMMISSIONER



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Approval of Document No. 2025-362, a contract with Helion Software for Assessment and Taxation software

RECOMMENDED MOTION:

Move approval of Document No. 2025-362, a contract with Helion Software for Assessment and Taxation software

BACKGROUND AND POLICY IMPLICATIONS:

This is the main software used by the County's Assessor and Tax Offices for property tax valuation, calculation and collection of property taxes.

BUDGET IMPACTS:

Total compensation by County for FY25/26 not to exceed \$287,339; approximately 80% from the Assessor budget and 20% from the Finance/Tax budget.

ATTENDANCE:

Scot Langton, Deschutes County Assessor

For Recording Stamp Only

DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. _____

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Assessment and Taxation Department (County) and HELION SOFTWARE, INC (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2025 or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on June 30, 2026, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

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

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

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5, 6 and 7.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #: 93-1298376

Is Contractor a nonresident alien? ☐ Yes ☒ No

Business Designation (check one):

☐ Sole Proprietorship

☐ Partnership

☒ Corporation-for profit

☐ Corporation-non-profit

☐ Other, describe

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

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



Signature

Murray Giesbrecht

Name (please print)

CEO

Title

4/8/2025

Date

DESCHUTES COUNTY SIGNATURE

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

Dated this _____ of _____, 20__

 ANTHONY (TONY) DeBONE, Chair

 PATTI ADAIR, Vice Chair

 PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

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

- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

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

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

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

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

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

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

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to

reimbursement for such expenses.

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

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

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

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

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

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
- 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is covered under the ORCATS Consortium contract.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <http://www.deschutes.org/County-Code.aspx?F=chapter+2.37.pdf>.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

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

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

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

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

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

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

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

To Contractor:

Murray Giesbrecht, CEO
Helion Software, Inc.
PO Box 3506
Salem, OR 97302
Fax No. 503-362-9394

To County:

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

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

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

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

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

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;

- 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

Section 1. Contractor's Services

Contractor's services are divided into THREE parts:

Part 1 – ORCATS Base and Support is for staff support per the agreement with the ORCATS consortium. Helion will work on and complete property assessment and tax projects and Support as described below in Section 2. Service Level Agreement. The total amount for Part 1 is \$226,659.

Part 2 – Discretionary Support Hours for a maximum of 223 hours (at \$160.00/hour) of offsite/onsite staff for ORCATS support and program development for Deschutes. The total for Part 2 is \$35,680.

Part 3 – Personal Property eFiling – The total for Part 3 is \$25,000.

Estimates or Fix Bid Quotes will be provided upon County request for work performed under Part 2.

The Total for Parts 1,2 and 3 is \$287,339.

For those projects that require less than 20 hours to complete Helion will notify Deschutes County and after authorization will work on them. These will be "not to exceed" projects and Deschutes County will not be responsible for any hours over 20.

For development projects that will require more than 20 hours to complete (or if Deschutes County requests), Helion and Deschutes County (and other consortium members) will work together to create a set of project requirements. Helion will then develop a fixed quote for the number of hours to complete the project. Helion will begin work on the project after Deschutes County (and, if applicable, other consortium members) approve the quote. Project requirements should be sufficiently detailed to identify the deliverables, the cost in hours, and the timeframe for completion. The time required to develop the requirements will be charged directly against the Part 2 - Programming hours. The project requirements will include a project timeline indicating which tasks are the responsibility of Helion and which tasks are the responsibilities of the County(s).

Upon using the software in production, programming bugs (any programming functionality that does not perform to specification) as identified by Deschutes County (or other consortium members) within 45 days or within a specified project timeline as established by mutual agreement between the Contractor and the County will be considered part of the original quote. Identification of a bug does not extend the acceptance period.

Any changes to requirements as agreed between Helion and County may cause an adjustment to the original quote. All Helion staff will be under the direct management of Helion and would be required to follow all of Helion's procedures and policies. Helion is in the process of developing these policies and procedures and will provide County a copy of those that are relevant to the work described in this contract as they become available or change. Helion will work on whatever County requested as long as it is within those policies and procedures. Typical uses would be programming projects unique to County (or groups of consortium members) and additional programming on projects of special interest to County (or groups of consortium members).

Additional 150 hour blocks of time may be purchased throughout the year, given 60 days notice. Helion will give a good faith effort to provide the additional requested hours in as few a days as possible.

Contractor shall provide the County with monthly reports on hours of service by project and by description. Should multiple counties be paying for the program development, the service hour reports should include all hours assessed to the project for all of the involved counties.

Section 2. Service Level Agreement

1. Supported Software and Maintenance

1.01 Supported Software: Unless stated otherwise, Helion will provide support for all software listed below:

Helion Start Menu
Deployer

Account Manager
Real Value Voucher
Ratio Study
Real Land Schedules
Real Sales
Trend Finder
Real Librarian
Real Value Indexes
Real Value Recalc

MS Ledger Voucher

Personal Vouchers

Utility Ledger Voucher
Utility Values
Utility Input

Address Parser
Appraisal Maintenance
Appraisal Reports
Assessor Reports
Name Parser
Lookup Table Maintenance
Name Parser
Property Query
Web Property Query
Custom Query
Image Processing
ORCATS Integration Services
File Service

Data Exchange
Interested Party
Lender Code Maintenance
Tax Notation Maintenance
Tax Receipts
Tax Reports
Tax Voucher
Turnover Distribution
Tax Receipt Image Loader
Tax Balance Service

Prepaid Tax Processing
Tax Rate Calculation
Tax Amount Calculation
Tax District Adjustments
Tax Statements

Assessment and Tax Database Views

1.02 Maintenance shall include providing County with new releases, updates, and corrections to the Software, including the Software documentation. Maintenance shall also include necessary assistance and consultation to assist County in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Maintenance shall include third party software bundled with the ORCATS system, as well as updates to documentation.

- 1.03 Helion shall correct any defect or error or non-conformity comprising a problem by, among other things, supplying to County and installing such corrective codes and making such additions, modifications or adjustments to the Software as may be necessary to keep the Software in operating order and in conformity with the warranties contained in this Agreement.

The corrective services provided by Helion may include:

- Providing a resolution to the problem immediately; or
- Providing documented clear steps that county staff can reasonably take to correct the problem; or
- Following analysis, providing documented clear steps toward problem resolution; or
- Performing configuration changes to the Helion software; or
- Modifying corrupt data caused by a defect in the software.

- 1.04 Helion will provide support for modifications or specialized features made at the request of the County and performed by Helion.

- 1.05 All modifications or specialized features made at the request of the County and performed by Helion will be ported to and supported in all future versions and releases of the Software unless authorized in writing from the County.

- 1.06 Any changes to comply with legal requirements will be performed under Section 1, Part 1.

- 1.07 Helion will assist County with the following Data Manipulation either directly or by providing an application so the County can perform the tasks themselves:

- Changing a value from Entered to Calculated or Calculated to Entered at the following levels:
 - Improvement
 - Accessories
 - Floor
 - Inventory
 - Land Fragment
 - OSD
- Changing a Neighborhood Code
- Changing an Improvement, Land Fragment or OSD from Trendable to Non-Trendable or Non-Trendable to Trendable
- Change one RMV class to another
- Bulk load LCM Schedules

Selection will be by either a County selected set of Neighborhood Codes or by a County selected set of Property Account Id's. The Property Account Id's must be in a CR/LF delimited text file. (Map and Taxlots are not considered Property Account Id's.)

2.00 Database Maintenance

- 2.01 Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the ORCATS software.

- 2.02 Helion will consult with the County technical staff as needed on the status of all databases required to run the ORCATS software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of all Helion supported software.
- 2.03 If requested, Helion will ensure that database backups are performed prior to any modification to the database structure and/or schema as part the implementation of new ORCATS software through new version release or problem resolution.
- 2.04 Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new ORCATS software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within any Helion supported software.
- 2.05 The obligations described in Sections 1.00 through 2.05 are hereafter referred to as "Maintenance."

3.00 Response Times and System Access

- 3.01 Unless visit was requested by the County, Helion will provide the County IT Division with 2 days notice prior to performing a site visit to perform software upgrades or modifications to the database or the client software.
- 3.02 County shall notify Helion, either by telephone or in writing or email, of any deficiency and shall provide any other information that Helion may reasonably request in determining the nature of the deficiency. Helion shall commence correction of such deficiency in accordance with this section. Helion will provide problem resolution through telephone, electronic, remote and onsite assistance to the County designated representatives. Resolving the problem may include the initial contact and any subsequent contact and actions necessary to address the initial issue for the County. Helion will provide the County with a local telephone or toll-free telephone number, an email address, and a designated point of contact to receive calls or e-mails for trouble reports. The County shall designate authorized callers (who may change from time to time) for access to telephone support.
- 3.03 The County agrees to provide Helion with VPN access or through other secure electronic access technology and services at the County's expense for purposes of Helion's fulfillment of its maintenance obligations. Such access shall not result in the unnecessary or unreasonable disruption of the County's business operations.
- 3.04 Helion will respond to system problems that do not prevent normal daily operation of the system (Non-Emergency Response) within 16 business hours of the receipt of the trouble call.
- 3.05 On-Site Support. In an emergency or if all other support options fail, Helion shall have a technician on-site within one (1) business day of a request from the County. This does not apply to Down System events, as described in Section 3.06.
- 3.06 Down-System Response: The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond within two business hours of telephone notification. Response may be by telephone.
- 3.07 Normal Support Hours: At all times from 8:00 a.m. to 5:00 pm Pacific Standard Time (PST) (note: Pacific Daylight Saving Time (PDST) when in effect) weekdays. The hours of Support shall not include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Veterans Day and Christmas Day.
- 3.08 Helion will provide Tax Season assistance to ensure the timely completion of tax amount calculation, statement printing and state reporting.
- 3.09 Helion will provide support for and is solely responsible for the proper functioning, licensing and distribution of additional or third party software used within their products or distributed with their products as a component of their software. Helion guarantees the functioning of this third party software as a component of their software.
- 3.10 Helion is not liable for any failure or delay in performance due to any cause beyond its control.

3.11 The obligations described in Sections 3.00 through 3.11 are hereafter referred to as "Support."

4.00 County's Responsibilities

4.01 To receive Maintenance and Support, the County is responsible for complying with the following:

- The situation giving rise to the question is reproducible or a documented history of the same event has been provided;
- The hardware and client workstation operating systems meet minimum Helion requirements (See Exhibit 7, attached and incorporated by reference herein);
- County designated representatives will submit all questions to Helion;
- County designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
- The full system, including software and hardware, is available to the County representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
- The County representative will follow the instructions and suggestions of Helion's support personnel, using the full system.

4.02 County will provide remote electronic access using VPN access through Internet connection (this is the preferred method) or will provide remote electronic access using other technologies and services that meet County's security requirements.

4.03 Helion must have received payment per this Agreement, Section 3, Paragraph 2.

4.04 If the resolution of a problem requires the installation of a newer version of the product, the County agrees that Helion may install the new version as part of the resolution process, depending upon the urgency of the problem resolution.

5.00 Services NOT Covered by Helion Under Part 1

5.01 Helion is not responsible for support in instances in which the County has made significant changes to the computing environment without consultation with Helion or in which the County has made significant client workstation configuration changes, such as Operating System version updates or Microsoft Office version updates, without consultation with Helion.

5.02 Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.

5.03 Helion is not responsible for software support on any products that are not part of the ORCATS system. Examples include Deschutes Download, County's web sites, Microsoft Office, etc.

5.04 The following services are excluded from coverage under Part 1:

- Creation of new Custom Queries
- Importing data or images
- Manipulation of data unless covered under section 1.03 or 1.07 above
- Display changes to forms, reports, letters or export
- Onsite Installation
- A&T View Access Database

5.05 Helion is not responsible to maintain compatibility with any application not listed as part of the ORCATS system. Helion will make a good faith effort to notify the County of any incompatibility between ORCATS and third party software.

Section 3 Schedule and Payment Terms

1. **Effective Date and Duration:** Contractor's services will begin on July 1, 2025. Unless earlier terminated or extended, this contract shall expire on June 30, 2026, or when Contractor's completed performance has been accepted by County. However, such expiration shall not extinguish or prejudice County's right to enforce this contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor's performance that has not been cured.
2. **Compensation by the County:** Payment for all work performed under this contract shall be made as set forth below from available and authorized County funds, and shall not exceed the maximum sum of \$226,659 for Part 1, \$35,680 for Part 2, \$25,000 for Part 3 {\$287,339}. Travel and other expenses of the Contractor shall not be reimbursed by County unless specifically provided herein as a supplementary condition.
 1. Interim payments shall be made to Contractor following County's review and approval of billings submitted by Contractor. Contractor will also submit copies of other billings for work performed under the contract when such bills are to be paid by other parties. These other billings are not subject to the maximum compensation amount of this contract.
 2. Contractor shall not submit billings for, and County will not pay, any amount in excess of the maximum compensation amount of this contract, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify County's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.
 3. Contractor shall submit an annual billing for Part 1 and Part 3. Billing for Part 1 and Part 3 shall not exceed the contract total for Part 1 and Part 3. Billing for Part 2 will be based upon projects identified. Projects done as "not to exceed" quotes and requirement development will be billed quarterly as they occur. Contractor will bill quarterly for other Part 2 hours as they occur. Payment structure may be adjusted with advance consent of County and Contractor. Billings shall be sent to the supervising representative.

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-
INSURANCE REQUIREMENTS

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

Contractor Name HELION SOFTWARE, INC.

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

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

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

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

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

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

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

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

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

of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

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

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

Per Occurrence

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

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

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

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

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

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__ -
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

I certify under penalty of perjury that Contractor is a [check one]:

☒ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

Murray Siekrecht CEO 4/8/2025
Signature Title Date

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

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

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

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

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

Contractor Signature

Date

C. Representation and Warranties.

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

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.


 Contractor Signature

4/8/2025
 Date

EXHIBIT 4

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 20__-

Workers' Compensation Exemption Certificate

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

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

- ☐ **SOLE PROPRIETOR**
- Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor shall not hire employees to perform this contract.
- ☒ **CORPORATION - FOR PROFIT**
- Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.
- ☐ **CORPORATION - NONPROFIT**
- Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor shall not hire employees to perform this contract.
- ☐ **PARTNERSHIP**
- Contractor is a partnership, and
 - Contractor has no employees, and
 - All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.
- ☐ **LIMITED LIABILITY COMPANY**
- Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

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

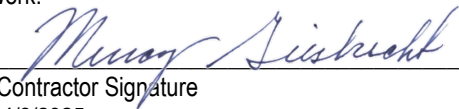
**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform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

Murray Giesbrecht

Contractor Printed Name

CEO

Contractor Title



Contractor Signature

4/8/2025

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-__
Expense Reimbursement

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

- a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
- b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
- c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
- d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
- e. Except where noted, detailed receipts for all expenses shall be provided.
- f. Charge slips for gross amounts are not acceptable.
- g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. Approved reimbursements:

- a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
- b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).


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

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 20__-
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

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

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


 Contractor Signature

4/8/2025
 Date

Exhibit 7
 DESCHUTES COUNTY SERVICES CONTRACT
 Contract No. 20__-

Helion Software Minimum Hardware Requirements

Database Server(s)

Most of the information in ORCATS is stored in a SQL Server database. While ORCATS can run on a dedicated instance of SQL Server, there is no requirement for isolation.

Software

Windows Server 2016 or newer (See Microsoft Server support website for details on appropriate hardware specifications.)

SQL Server 2014, 2016, 2017, 2019 (See Microsoft SQL Server support website for details on appropriate hardware specifications.)

Hardware

Processor 4-16 Cores

Memory

16-128 GB

Storage

500 GB

This is only to be used as estimates for the data and log files. The space needed for backup files will vary considerably based on maintenance plans and retention schedules. Additional space will also be required for any archive data, temporary data, test instances, etc.

Other

Access from the Application Server, Client workstations and Web Servers via TCP/IP.

File Server – Runtime and Installation Files

This refers to storage for a variety of runtime files that the client computer and application server will need to be able access. Usually this is a network share to a file server, allocated space on a SAN, or a share from the application server itself. ORCATS uses a variety of files at runtime, including:

- Configuration files
- MSI and other installation files (used during upgrades, but not during normal operation)
- Documents, Photos and File Attachments (added by end-users)

Software

Windows Server 2012 or newer (See Microsoft Server support website for details on appropriate hardware specifications)

Hardware

500 GB

The largest space usage is often the Documents, Photos and File Attachments. The space requirement is heavily dependent on how many files they choose to attach and their individual size.

Other

Access from the Application Server and Client workstations via TCP/IP. Actual permissions will vary based on configuration.

Application Server(s)

Helion has several services that need to run on one or more application servers. The actual number of Application Servers required varies depending on usage, volume and county preference. The Application Server is intended to be an internal server and should not be accessible to the public. (This should not be combined with a public Web Server.) The following are the requirements for all services followed by requirements that are different for specific services (see Microsoft support website for details on appropriate hardware specifications for all Microsoft products listed below):

Recommended - Windows Server 2016 or newer

or

Windows 10

See Microsoft Server support website for details on appropriate hardware specifications.

Hardware

8-16 GB RAM

128 GB free hard drive space plus space on the system drive to install applications, etc. 4 or more processor cores

Access

Access (TCP/IP) to the Database Server

Access (File Share) to the image storage location

Software

NET Framework 3.5 and 4.8 or newer

.NET 6.0 ASP.NET Core Runtime Windows Hosting Bundle Microsoft Data Access Components (MDAC) 2.8

IIS

Other Requirements

Access (HTTP) to the File Service Server (This port is configurable.) Access (TCP/IP) to the Database Server

Access (HTTP) to some external sites (depending on configuration):

- <https://www.helioncentral.com>
- <https://msvpo.corelogic.com> (for commercial cost approach recalculation using Marshall & Swift)
- <https://msvpo-test.corelogic.com> (for commercial cost approach recalculation using Marshall & Swift)
- <https://blazor.cdn.telerik.com> (CSS UI Framework CDN)
- <https://api.sendgrid.com> (email sending service)
- <https://www.google.com/recaptcha/api/siteverify> (Google re-captcha service)
- <https://api.efiling.orcats.com/> (Business Personal Property eFiling)
- Payment Service Provider (Point & Pay, etc.)

Elevated user permissions are required for OIS2 in IIS when running RapidSketch-based report

Typical Applications

Helion Deployer – facilitate installation and updates of client workstations.

Microsoft Internet Information Services (IIS) + MVC 3.0, 4.0 and 5.0

Deployer requires a separate login account with local admin rights and network access that can be used on each client. This account is used on each client to install Helion software.

Helion File Service – provide various applications with documents and images.

ORCATS Integration Services (OIS) – provide non-Helion applications with ORCATS reports and images.

Requires Microsoft Internet Information Services (IIS)

Management Websites

Other Requirements

.NET Framework 3.5 and 4.8 or newer is required on the IIS Server. (Full, not Client Profile.)

.NET 6.0 (ASP.NET Core Runtime Windows Hosting Bundle)

Helion does not support running our websites under a content management system (e.g. DotNetNuke, SharePoint, etc)

Microsoft Data Access Components (MDAC) 2.8

Access (HTTP) to the File Service Server (This port is configurable.)

Access (TCP/IP) to the Database Server

Web Server(s)

The Web Server is used to publish data to internal county clients or external county clients depending on county usage.

IIS running on one of the following: Windows 2012, 2012 R2, 2016

See Microsoft IIS support website for details on appropriate hardware specifications

Other Requirements

.NET Framework 3.5 and 4.8 or newer is required on the IIS Server. (Full, not Client Profile.)

.NET 6.0 (ASP.NET Core Runtime Windows Hosting Bundle)

MVC 3.0

Helion does not support running our websites under a content management system (e.g. DotNetNuke, SharePoint, etc)

Microsoft Data Access Components (MDAC) 2.8

Access (HTTP) to the File Service Server (This port is configurable.)

Access (TCP/IP) to the Database Server

Optional Modules

Property Search Online (Web Server)

ASP.NET Core Runtime Windows Hosting Bundle

Emailing requires either an SMTP server or the ability to send to smtp.sendgrid.net on port 587

Librarian (Laptop/Surface)

SQL Server Express 2014 or newer

Other Considerations

Servers can often be combined depending on specific county needs.

Any of these servers can be virtualized.

To use TLS 1.2 or newer, MSOLEDBSQL 18.3 or newer must be installed. (This applies to servers and workstations) To view reports, a PDF viewer must be installed. (This applies to servers and workstations)

We support:

Minimum Resolution

1280x900 @ 100% Font Scaling 1600x1024 @ 125% Font Scaling 1680x1050 @ 150% Font Scaling

2560x1600 @ 200% Font Scaling

Recommended Resolution 2160x1440 @ 150% Font Scaling

2736x1824 @ 200% Font Scaling



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Annual Update from Visit Central Oregon

RECOMMENDED MOTION:

N/A, Information only.

BACKGROUND AND POLICY IMPLICATIONS:

Staff from Visit Central Oregon will provide the Board with current status and updates on FY25 programs as well as provide information looking toward FY26 programs.

BUDGET IMPACTS:

Deschutes County is including a payment to VCO of \$3,305,854 in the FY 2026 proposed budget based on a projected Transient Room Tax (TRT) revenue increase of 2.0% over FY 2025 budget. The payment is based on actual Room Tax Revenue collections less administrative costs and can fluctuate up or down. Payment for FY 2025 is projected to be \$3,301,914.

ATTENDANCE:

Scott Larson, President & CEO, Visit Central Oregon
Laura Skundrick, Management Analyst



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Public Hearing: Temporary Hardship Dwelling Text Amendment

RECOMMENDED MOTION:

At the conclusion of the public hearing, the Board can choose one of the following options:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations; or
- Close the hearing and schedule deliberations for a date and time to be determined.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners will conduct a public hearing to consider amendments to Title 18 of the Deschutes County Code relating to temporary hardship dwellings (file no. 247-25-000078-TA). All record materials can be found on the project website: <https://bit.ly/25-78-TA>.

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner

Will Groves, Planning Manager

Stephanie Marshall, Senior Assistant Legal Counsel



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Nicole Mardell, AICP, Senior Planner

DATE: April 16, 2025

SUBJECT: Public Hearing: Temporary Hardship Dwelling Text Amendment

The Deschutes Board of Commissioners (Board) will conduct a public hearing on April 23, 2025, to consider amendments to Title 18 of the Deschutes County Code relating to temporary hardship dwellings (file no. 247-25-000078-TA). The hearing will take place in the Barnes and Sawyer Rooms, 1300 NW Wall Street, Bend and virtually via Zoom.

Attached to this memorandum are the proposed text amendments and a staff report summarizing the changes. Within the proposed amendments, added language is shown underlined and deleted shown as ~~striketrough~~. All record materials can be found on the project website: <https://bit.ly/25-78-TA>.

I. BACKGROUND

This is a legislative text amendment to Deschutes County Code (DCC), Title 18, County Zoning. The primary purpose of the amendment is to conform local requirements to state law and provide consistency for the review of hardship dwellings across multiple county zones. Notable changes include:

- Reorganized content for readability;
- Amended outdated references;
- Clarified hardship dwelling can be used for the “aged” as well as the “infirm”;
- Clarified “existing building” use and definition for the purpose of the section;
- Clarified hardship dwelling can be the only second dwelling on the property;
- Amended renewal requirement from every one year to two years;
- Listed the use in all permissible zones for readability.

Since 1979, Deschutes County has allowed property owners to obtain a temporary use permit for a secondary dwelling on a property, with the intent the dwelling would be used for the care of a property owner or relative of the property owner with a medical condition. This would allow for the person with the medical condition to maintain independence and

continue to live on a rural property while also receiving necessary medical attention. Recreational Vehicles (RVs), manufactured homes, or existing buildings (only in resource zones) are eligible to be used as hardship dwellings.

Since the last major update to the requirements for hardship dwellings, the state has undergone rulemaking in farm and forest (resource) zones, providing more detailed guidance on the eligibility and requirements for establishing the use.

OAR 660-004-0040(8)(f) provides limited guidance on hardship dwellings in rural residential exception areas, only noting that the dwelling type for such use is limited to Recreational Vehicles (RVs) and manufactured homes. To staff's understanding, there is no other state guidance for the regulation of temporary hardship dwellings in zones that allow for a single-family dwelling as a permitted use and are outside of farm, forest, and rural residential exception areas.

The purpose of this proposal is to amend the code for greater consistency with state rules and statutes and to establish a consistent review process for hardship dwelling applications across all County zones in which the use is permitted.

II. OVERVIEW OF AMENDMENTS

The amendment package will affect the following DCC sections:

- Revision of section to comply with state requirements
 - 18.116.090: Temporary Hardship Dwelling requirements
- Removal of duplicative requirements found in 18.116.090
 - 18.16: Exclusive Farm Use Zone
 - 18.36: Forest Use 1 Zone
 - 18.40: Forest Use 2 Zone
- Minor amendment - listing temporary hardship dwelling under permitted uses
 - 18.32: Multiple-Use Agricultural Zone
 - 18.60: Rural Residential Zone
 - 18.65.020, 021, 022: Rural Service Center Unincorporated Community Zones
 - 18.66.020, 030, 040, 050: Terrebonne Rural Community Zones
 - 18.67.020, 030, 040: Tumalo Rural Community Zones
 - 18.74.020: Rural Commercial Zone
 - 18.108.030, 110: Sunriver Unincorporated Community Zones
 - 18.110.020, 030: Resort Community Zone

In approaching the amendments, staff has integrated state requirements where possible, for all zones in which a hardship dwelling is permitted, to ensure a consistent and clear process for applicants and county staff. The amendments in DCC 18.116.090 provide the same general requirements for temporary hardship dwellings whether they are in a resource zone or a non-resource zone that allows for a single-family dwelling. In addition, the farm

and forest zones maintain existing requirements for compliance with the farm impacts test and ineligibility for a replacement dwelling associated with a temporary hardship dwelling.

III. POLICY CHOICES

Deschutes County can provide local interpretation of requirements that are not expressly addressed in the OAR or Oregon Revised Statute (ORS). Staff has identified several policy choices for the Board to consider.

Use of Existing Building as a Temporary Hardship Dwelling

Property owners can currently utilize an RV or manufactured home for a temporary hardship dwelling in all zones. In farm and forest zones, existing buildings (sheds, accessory structures, barns) are also permitted to be converted for use as a temporary hardship dwelling, per the OAR and ORS.

The proposed text amendment package proposes to allow the use of existing buildings in the following zones:

- 18.65.020, 021, 022: Rural Service Center Unincorporated Community Zones
- 18.66.020, 030, 040, 050: Terrebonne Rural Community Zones
- 18.67.020, 030, 040: Tumalo Rural Community Zones
- 18.74.020: Rural Commercial Zone
- 18.108.030, 110: Sunriver Unincorporated Community Zones
- 18.110.020, 030: Resort Community Zones

During Planning Commission deliberations, staff discovered the restriction in OAR 660-004-040 noted above and amended the original proposal to exclude the use of existing buildings as hardship dwellings in the RR-10 and MUA-10 zones. To staff's understanding, there are no state restrictions on the zones listed above.

Existing Building Definition

State regulations do not define "existing buildings" for temporary hardship dwellings. Currently, the code definition is a building "in existence on or before March 29, 2017". To provide additional flexibility, while still seeking to avoid a scenario in which a new building is constructed for temporary use, the proposed text amendments alter the definition to be a rolling eligibility date of two years from the date of final inspection of a building to the submittal date of the temporary use permit for a hardship dwelling. If the application is submitted prior to the two-year date, it does not constitute an "existing building."

Modification of Existing Buildings

The proposed text amendments would add a restriction on the modification of existing buildings to be used as temporary hardship dwellings. The intent of the requirement is to limit modifications to minor improvements in the existing building floor area (such as the installation of kitchen facilities) to ensure the use can be converted back to a nonresidential use if the temporary hardship dwelling is no longer needed. The limitation is drafted as follows: *"Any modifications to the existing building for the hardship dwelling must be contained within the existing building-floor area."*

RV Component Requirements

Code Enforcement has processed several cases involving non-operational RVs that are unfit for habitation. The text amendments preserve existing requirements related to the necessary components and siting of an RV and also clarify that an RV must have a sink and a toilet. Although more restrictive than state law, CDD staff are supportive of carrying forward these requirements to ensure RVs are safe for occupants when used as a temporary hardship dwelling. The proposed text amendments include the following component language:

A recreational vehicle hardship dwelling must comply with all of the following requirements:

- 1. The recreational vehicle must have a sink and toilet;*
- 2. The recreational vehicle must comply with all setbacks of the underlying zone(s);*
- 3. The recreational vehicle must be fully licensed;*
- 4. The recreational vehicle must be ready for highway use, on its wheels or jacking system, and must be attached to the site only by quick disconnect type utilities and security devices;*
- 5. A recreational vehicle hardship dwelling located in a special flood hazard area must comply with DCC 18.96.*
- 6. Permanently attached additions are prohibited.*

The Board is welcome to raise additional items for discussion if desired.

IV. PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION

The Commission held a public hearing on March 13, 2025¹. Two agency comments were provided in advance of the hearing:

- Redmond Fire and Rescue: recommended code provisions related to fire access roads be updated through a separate text amendment process.
- County Senior Transportation Planner: noted the proposal complies with the Transportation Planning Rule and Oregon Statewide Planning Goal 12.

One public comment was received prior to the hearing expressing general support for the amendments. One member of the public provided verbal testimony at the public hearing, expressing general support for the original proposal to allow use of existing buildings in rural residential zones and sought additional information on the applicability of requirements for a site-specific proposal. Commissioners closed the oral portion of the public hearing and left the written record open until 4 p.m. on Wednesday, March 19, 2025.

Planning Commissioner Altman submitted clerical edits to the proposed text into the record. Staff submitted LUBA Case No. 2021-053 in the record, which pertained to a temporary hardship dwelling application in Lane County. No additional public comments were received during the open record period.

¹ <https://www.deschutes.org/bc-pc/page/planning-commission-63>

The Planning Commission voted 6-0 to recommend approval of the proposed text amendment package as drafted by staff, with the amendment to exclude the use of existing buildings as a hardship dwelling type in the RR-10 and MUA-10 zones.

V. NEXT STEPS

At the conclusion of the public hearing, the Board can choose one of the following options:

- Continue the hearing to a date and time certain;
- Close the oral portion of the hearing and leave the written record open to a date and time certain;
- Close the hearing and commence deliberations; or
- Close the hearing and schedule deliberations for a date and time to be determined.

Attachments:

- Proposed Amendments and Draft Findings

18.116.090 A Manufactured Home Or Recreational Vehicle As A Temporary Hardship Dwelling Residence For Medical Condition

- A. As used in this section, "hardship" means a medical hardship or hardship for the care of an aged or infirmed person or persons experienced by the existing resident or relative.
- B. As used in this section, "relative" means a grandparent, step-grandparent, grandchild, step-grandchild, parent, step-parent, child, step-child, brother, sister, sibling, step-sibling, either blood or legal relationship, niece, nephew, uncle, aunt, or first cousin.
- C. Unless otherwise allowed pursuant to DCC 18.116.095(C), a A temporary use permit for the term of the hardship for one of the following hardship dwelling types- may be granted on a lot or parcel in addition to conjunction with an existing primary dwelling:
1. One manufactured home of any class;
 2. ~~or~~ One recreational vehicle subject to the criteria under subsection (F); or
 3. on a lot or parcel in addition to a The temporary residential use of an existing building subject to the following:
 - a. ~~An existing dwelling building is one that was constructed at least two years prior to the date of application for the subject temporary residential use permit. For the purposes of this section, "constructed" means the Building Division approved the final inspection at least two years prior to the date of application for the subject temporary use permit. Any modifications to the existing building for the hardship dwelling must be contained within the existing building-floor area.~~
 - a.b. This type of medical hardship dwelling is not permitted on properties within the Multiple Use Agricultural (MUA-10) or Rural Residential (RR-10) zones. may be granted when a medical condition exists. In the Exclusive Farm Use and Forest zones only, an existing building may be used as a temporary dwelling. For the purposes of this section, "existing" means the building was in existence on or before March 29, 2017.
- A-D. The hardship dwelling must use the same onsite septic disposal system used by the existing primary dwelling, provided that the existing onsite septic system is adequate to accommodate the hardship dwelling. If the hardship dwelling will be connected to a community sewer system this requirement does not apply. The person with a medical condition must be either one of the property owners or a relative of one of the property owners.
- B-E. Prior to initiating the use, the property owner must obtain all necessary permits from the Deschutes County Building and Onsite Wastewater Divisions. For the purposes of this section, a relative is defined as a grandparent, step-grandparent, grandchild, parent, step-parent, child, step-child, brother, sister, sibling, step-sibling, either blood or legal relationship, niece, nephew, uncle, aunt or first cousin.

F. A recreation vehicle hardship dwelling must comply with all of the following requirements:

1. The recreational vehicle must have a sink and toilet;
2. The recreational vehicle must comply with all setbacks of the underlying zone(s);
3. The recreational vehicle must be fully licensed;
4. The recreational vehicle must be ready for highway use, on its wheels or jacking system, and must be attached to the site only by quick disconnect type utilities and security devices;
5. A recreational vehicle hardship dwelling located in a special flood hazard area must comply with DCC 18.96; and
6. Permanent attached additions are prohibited.

G. One temporary use permit for a hardship dwelling is permitted provided there is no guest house, recreational vehicle as a rental dwelling, or accessory dwelling unit on the subject lot or parcel. A recreational vehicle permitted under DCC 18.116.095(C) is allowed in addition to a hardship dwelling. Such medical condition must be verified by a doctor's written statement, which shall accompany the permit application.

G.H. The hardship shall be verified by a state-licensed medical practitioner's written statement.

D.I. The temporary use permit shall be reviewed ~~annually~~ every two years to ensure ongoingfor compliance with the terms of DCC 18.116.090.

J. Within three months of the end of the hardship, one of the following must occur:

1. The manufactured ~~dwellinghome~~ shall be removed, ~~demolished, or converted to an~~ allowed use in the underlying zone(s);
2. ~~or~~ The recreational vehicle shall be vacated, and disconnected from any electric, water or ~~septic/sewer~~ facility connection: ~~or~~
- 1.3. ~~for which a permit has been issued not later than 90 days following the date the medical condition requiring the temporary use permit ceases to exist. In the Exclusive Farm Use and Forest zones the For an existing building used as a hardship dwellings, the building must~~ will be converted to a permitted ~~non-residential~~ use in the underlying zone(s). within 90 days following the date the medical condition requiring the temporary use permit ceases to exist.

E. ~~If a recreational vehicle is used as a medical hardship dwelling, it shall have a bathroom, and shall meet the minimum setbacks for the zone in which it is located.~~

F. ~~The applicant shall obtain all necessary permits from the County Building and Environmental Health Divisions prior to initiating the use.~~

~~G.—A recreational vehicle shall be fully licensed and ready for highway use, on its wheels or jacking system, shall be attached to the site only by quick disconnect type utilities and security devices, and shall have no permanently attached additions.~~

~~H.—As identified in this section, a single recreational vehicle located within a special flood hazard area is subject to the standards and criteria established by DGC 18.96.~~

HISTORY

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

Amended by Ord. [89-004](#) §5 on 3/24/1989

Amended by Ord. [91-005](#) §45 on 3/4/1991

Amended by Ord. [2008-022](#) §2 on 11/10/2008

Amended by Ord. [2012-007](#) §5 on 5/2/2012

Amended by Ord. [2017-001](#) §1 on 2/27/2017

Amended by Ord. [2023-001](#) §16 on 5/30/2023

[Amended by Ord. 2025-xxx](#)

18.16.050 Standards For Dwellings In The EFU Zones

Dwellings listed in DCC 18.16.025 and 18.16.030 may be allowed under the conditions set forth below for each kind of dwelling, and all dwellings are subject to the landowner for the property upon which the dwelling is placed, signing and recording in the deed records for the County, a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

...

H. Temporary hardship dwelling.

1. A temporary hardship dwelling listed in DCC 18.16.030 is allowed ~~under the following conditions: subject to the standards and the provisions under DCC 18.116.090, and the requirements of this chapter.~~
 - a. ~~The dwelling is an existing building, or is a manufactured home or recreational vehicle that is used in conjunction with an existing dwelling on the lot or parcel. For the purposes of this section, "existing" means the building was in existence on or before March 29, 2017;~~
 - b. ~~The manufactured home or recreational vehicle would be temporarily sited on the lot or parcel only for the term of a hardship suffered by the existing resident or relative of the resident. The manufactured dwelling shall be removed or demolished within three months of the date the hardship no longer exists. The recreational vehicle shall not be occupied once the term of the medical hardship is completed, except as allowed under DCC 18.116.095. A temporary residence approved under this section is not eligible for replacement under DCC 18.16.020(J);~~
 - c. ~~The existence of a medical hardship is verified by a written doctor's statement, which shall accompany the permit application; and~~
 - d. ~~The temporary manufactured home uses the same subsurface sewage disposal system used by the existing dwelling, provided that the existing disposal system is adequate to accommodate the additional dwelling. If the manufactured home will use a public sanitary sewer system, such condition will not be required.~~
 - e. ~~If a recreational vehicle is used as a medical hardship dwelling, it shall be required to have a bathroom, and shall meet the minimum setbacks established under DCC 18.16.070.~~
2. ~~Permits granted under DCC 18.16.050(H) shall be subject to the provisions of DCC 18.116.090 and shall be required to meet any applicable DEQ review and removal requirements as a condition of approval.~~

~~3.—As used in DCC 18.16.050(H), the term "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.~~

~~4.—As used in DCC 18.16.050(H), the term "relative" means grandparent, step-grandparent, grandchild, parent, step-parent, child, step-child, brother, sister, sibling, step-sibling, niece, nephew, uncle, aunt, or first cousin of the existing resident.~~

~~—The proposed hardship dwelling or recreational vehicle shall meet the criteria under DCC 18.16.040(A)(1-2) and DCC 18.16.020(J)(1).~~

~~5-2. A temporary residence approved under this section is not eligible for replacement under DCC 18.16.020(J);~~

HISTORY

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

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

Amended by Ord. [91-038](#) §§1 and 2 on 9/30/1991

Amended by Ord. [92-065](#) §3 on 11/25/1992

Amended by Ord. [94-026](#) §1 on 5/11/1994

Amended by Ord. [95-007](#) §15 on 3/1/1995

Amended by Ord. [98-030](#) §1 on 5/13/1998

Amended by Ord. [98-033](#) §1 on 12/2/1998

Amended by Ord. [2004-001](#) §2 on 7/14/2004

Amended by Ord. [2004-013](#) §2 on 9/21/2004

Amended by Ord. [2004-020](#) §1 on 10/13/2004

Amended by Ord. [2008-001](#) §2 on 5/6/2008

Amended by Ord. [2009-014](#) §1 on 6/22/2009

Amended by Ord. [2012-007](#) §2 on 5/2/2012

Amended by Ord. [2014-010](#) §1 on 4/28/2014

Amended by Ord. [2018-006](#) §5 on 11/20/2018

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

[Amended by Ord. 2025-xxx](#)

CHAPTER 18.36 FOREST USE ZONE; F-1

[18.36.010 Purpose](#)

[18.36.020 Uses Permitted Outright](#)

[18.36.030 Conditional Uses Permitted](#)

[18.36.040 Limitations On Conditional Uses](#)

[18.36.050 Standards For Single-Family Dwellings](#)

[18.36.060 Siting Of Dwellings And Structures](#)

[18.36.070 Fire Siting Standards For Dwellings And Structures](#)

[18.36.080 Fire Safety Design Standards For Roads](#)

[18.36.085 Stocking Requirement](#)

[18.36.090 Dimensional Standards](#)

[18.36.100 Yards And Setbacks](#)

[18.36.110 Stream Setbacks](#)

[18.36.120 State Law Controls](#)

[18.36.130 Rimrock Setbacks](#)

[18.36.140 Restrictive Covenants](#)

...

[18.36.030 Conditional Uses Permitted](#)

The following uses and their accessory uses may be allowed in the Forest Use Zone, subject to applicable provisions of the Comprehensive Plan, DCC 18.36.040 and other applicable sections of DCC Title 18.

...

- X. ~~An existing building, or a manufactured dwelling in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative as defined in ORS 215.283. For the purposes of this section, "existing" means the building was in existence on or before March 29, 2017. Temporary hardship residence in conjunction with an existing dwelling.~~
 1. ~~A temporary dwelling for medical hardship is conditionally allowed subject to the provisions in DCC 18.116.090, as well as DCC 18.36.040 and 18.36.060 of this chapter. As used in this section, "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.~~

~~The use shall be subject to the review criteria in DCC 18.116.090, as well as DCC 18.36.040 and 18.36.060 of this chapter.~~
 2. ~~The manufactured home shall use the same subsurface sewage disposal system used by the existing dwellings if that disposal system is adequate to accommodate the additional dwelling.~~
 3. ~~If the manufactured dwelling will use a public sanitary sewer system, such condition will not be required.~~

~~4.2.~~ A temporary residence approved under this subsection is not eligible for replacement under OAR 660-006-025.

...

HISTORY

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

Amended by Ord. [86-018](#) §8 on 6/30/1986

Amended by Ord. [90-014](#) §28 on 7/12/1990

Amended by Ord. [92-025](#) §2 on 4/15/1991

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

Amended by Ord. [92-068](#) §1 on 12/7/1992

Amended by Ord. [94-038](#) §1 on 10/5/1994

Amended by Ord. [2000-033](#) §1 on 12/6/2000

Amended by Ord. [2004-020](#) §6 on 10/13/2004

Amended by Ord. [2007-020](#) §4 on 2/6/2008

Amended by Ord. [2012-007](#) §4 on 5/2/2012

Amended by Ord. [2018-006](#) §7 on 11/20/2018

Amended by Ord. [2020-007](#) §11 on 10/27/2020

Amended by Ord. 2025-xxx

CHAPTER 18.40 FOREST USE ZONE; F-2

[18.40.010 Purpose](#)

[18.40.020 Uses Permitted Outright](#)

[18.40.030 Conditional Uses Permitted](#)

[18.40.040 Limitations On Conditional Uses](#)

[18.40.050 Standards For Single-Family Dwellings](#)

[18.40.060 Siting Of Dwellings And Structures](#)

[18.40.070 Fire Siting Standards For Dwellings And Structures](#)

[18.40.080 Fire Safety Design Standards For Roads](#)

[18.40.085 Stocking Requirement](#)

[18.40.090 Dimensional Standards](#)

[18.40.100 Yards And Setbacks](#)

[18.40.110 Stream Setbacks](#)

[18.40.120 State Law Controls](#)

[18.40.130 Rimrock Setback](#)

...

[18.40.030 Conditional Uses Permitted](#)

The following uses and their accessory uses may be allowed in the Forest Use Zone, subject to applicable provisions of the Comprehensive Plan, DCC 18.40.040 and other applicable sections of DCC Title 18:

- A. ~~An existing building, or a manufactured home in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative as defined in ORS 215.283. For the purposes of this section, "existing" means the building was in existence on or before March 29, 2017. Temporary Hardship Dwelling~~
 1. ~~A temporary hardship dwelling is conditionally allowed subject to the provisions in 18.116.090, as well as DCC 18.40.040 and 18.40.060 of this chapter. As used in this section, "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons.~~

~~The use shall be subject to the review criteria in DCC 18.116.090, as well as DCC 18.40.040 and 18.40.60.~~
 2. ~~The manufactured home shall use the same subsurface sewage disposal system used by the existing dwellings if that disposal system is adequate to accommodate the additional dwelling.~~
 3. ~~If the manufactured dwelling will use a public sanitary sewer system, such condition will not be required.~~
 4. ~~2.~~ A temporary residence approved under this subsection is not eligible for replacement under OAR 660-006-025.

...

HISTORY

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

Amended by Ord. [86-018](#) §8 on 6/30/1986

Amended by Ord. [90-014](#) §28 on 7/12/1990

Amended by Ord. [92-025](#) §2 on 4/15/1991

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

Amended by Ord. [92-068](#) §1 on 12/7/1992

Amended by Ord. [94-038](#) §1 on 10/5/1994

Amended by Ord. [2000-033](#) §1 on 12/6/2000

Amended by Ord. [2004-020](#) §6 on 10/13/2004

Amended by Ord. [2007-020](#) §4 on 2/6/2008

Amended by Ord. [2012-007](#) §4 on 5/2/2012

Amended by Ord. [2018-006](#) §7 on 11/20/2018

Amended by Ord. [2020-007](#) §11 on 10/27/2020

[Amended by Ord. 2025-xxx](#)

CHAPTER 18.60 RURAL RESIDENTIAL ZONE; RR-10

[18.60.010 Purposes](#)

[18.60.020 Uses Permitted Outright](#)

[18.60.030 Conditional Uses Permitted](#)

[18.60.035 Destination Resorts](#)

[18.60.040 Yard And Setback Requirements](#)

[18.60.050 Stream Setback](#)

[18.60.060 Dimensional Standards](#)

[18.60.070 Limitations On Conditional Uses](#)

[18.60.080 Rimrock Setback](#)

[18.60.090 Oregon Water Wonderland Unit 2 Sewer District Limited Use Combining Zone](#)

...

18.60.020 Uses Permitted Outright

The following uses and their accessory uses are permitted outright.

- A. A single-family dwelling, or a manufactured home subject to DCC 18.116.070.
- B. Utility facilities necessary to serve the area including energy facilities, water supply and treatment and sewage disposal and treatment.
- C. Community center, if shown and approved on the original plan or plat of the development.
- D. Agricultural use as defined in DCC Title 18.
- E. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards and criteria established by DCC 18.116.230.
- F. Class III road or street project.
- G. Noncommercial horse stables as defined in DCC Title 18, excluding horse events.
- H. Horse events, including associated structures, involving:
 - 1. Fewer than 10 riders;
 - 2. Ten to 25 riders, no more than two times per month on nonconsecutive days; or
 - 3. More than 25 riders, no more than two times per year on nonconsecutive days.
Incidental musical programs are not included in this definition. Overnight stays by participants, trainers or spectators in RVs on the premises is not an incident of such horse events.
- I. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
- J. Type 1 Home Occupation, subject to DCC 18.116.280.
- K. Historic Home Accessory Dwelling Units, subject to DCC 18.116.350.

L. Residential Accessory Dwelling Units, subject to DCC 18.116.355.

M. Residential Home.

M.N. Temporary Hardship Dwelling, subject to DCC 18.116.090.

HISTORY

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

Amended by Ord. [91-005](#) §§30 & 31 on 3/4/1991

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

Amended by Ord. [93-043](#) §8 on 8/25/1993

Amended by Ord. [94-008](#) §12 on 6/8/1994

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

Amended by Ord. [2001-039](#) §5 on 12/12/2001

Amended by Ord. [2004-002](#) §7 on 4/28/2004

Amended by Ord. [2019-009](#) §2 on 9/3/2019

Recorded by Ord. [2019-009](#) §2 on 9/3/2019

Adopted by Ord. [2023-014](#) §2 on 12/1/2023

Amended by Ord. [2024-008](#) §7 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

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CHAPTER 18.65 RURAL SERVICE CENTER; UNINCORPORATED COMMUNITY ZONE

[18.65.010 Purpose](#)

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

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

[18.65.022 Alfalfa RSC; Residential District](#)

[18.65.023 RSC; Open Space District](#)

[18.65.030 Standards For All Districts](#)

...

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

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright, subject to applicable provisions of this chapter:
1. Single-family dwelling.
 2. Manufactured home, subject to DCC 18.116.070.
 3. Type 1 Home Occupation, subject to DCC 18.116.280.
 4. Residential home.
 5. Two-family dwelling or duplex.
 6. Agricultural uses, as defined in Title 18, and excluding livestock feed lot or sales yard, and hog or mink farms.
 7. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards and criteria established by DCC 18.116.230.
 8. Class III road and street project.
 9. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

9:10. Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

Amended by Ord. [2002-028](#) §1 on 7/24/2002

Amended by Ord. [2004-002](#) §11 on 4/28/2004

Amended by Ord. [2015-004](#) §2 on 4/22/2015

Amended by Ord. [2016-015](#) §4 on 7/1/2016

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

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

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

Amended by Ord. [2024-008](#) §8 on 1/7/2025

Amended by Ord. 2025-xxx

18.65.021 Alfalfa RSC; Commercial/Mixed Use District

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

A. Uses Permitted Outright.

1. Single-family dwelling.
2. Manufactured home, subject to DCC 18.116.070
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Residential home.
5. Residential facility.
6. Two-family dwelling or duplex.
7. Agricultural uses, as defined in Title 18, and excluding livestock feed lot or sales yard, and hog or mink farms.
8. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards and criteria established by DCC 18.116.230.
9. Class III road and street project.
- 10.** Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

~~10-11. Temporary Hardship Dwelling, subject to DCC 18.116.090.~~

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HISTORY

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

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

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

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

Amended by Ord. [2024-008](#) §8 on 1/7/2025

Amended by Ord. 2025-xxx

18.65.022 Alfalfa RSC; Residential District

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright, subject to the applicable provisions of this chapter:

1. Agricultural uses, as defined in Title 18, subject to the restrictions in DCC 18.65.021(D), and excluding livestock feed lot or sales yard, and hog or mink farms.
2. Single family dwelling, or a manufactured home subject to DCC 18.116.070.
3. Two-family dwelling or duplex.
4. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.
5. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards and criteria established by DCC 18.116.230.
6. Class III road or street project.
7. Type 1 Home Occupation, subject to DCC 18.116.280.

8. Residential home.

~~8-9.~~ Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

Amended by Ord. [2002-028](#) §1 on 7/24/2002

Amended by Ord. [2004-002](#) §12 on 4/28/2004

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

Amended by Ord. [2020-010](#) §2 on 7/3/2020

Amended by Ord. [2024-008](#) §8 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

CHAPTER 18.66 TERREBONNE RURAL COMMUNITY ZONING DISTRICTS

18.66.010 Purpose

18.66.020 Residential (TeR) District

18.66.030 Residential-5 Acre Minimum (TeR5) District

18.66.040 Commercial (TeC) District

18.66.050 Commercial-Rural (TeCR) District

18.66.060 Standards For All Districts

18.66.070 Right-Of-Way Development Standards

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18.66.020 Residential (TeR) District

The Terrebonne Residential District allows a mixture of housing types and densities suited to the level of available water and sewer facilities. The purpose of this district is to allow new residential development that is compatible with the rural character of the area.

A. Permitted uses. The following uses and their accessory uses are permitted outright and do not require site plan review:

1. Single-family dwelling or a manufactured home subject to DCC 18.116.070.
2. Two-family dwelling.
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Agricultural uses as defined in DCC 18.04, involving:
 - a. Keeping of cows, horses, goats, sheep or similar farm animals, provided that the total number of such animals over the age of six months is limited to the square footage of the lot or parcel divided by 20,000 square feet.
 - b. Keeping of chickens, fowl, rabbits or similar farm animals, provided that the total number of such animals over the age of six months does not exceed one for each 500 square feet of property.
5. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.66.070 and 18.116.230.
6. Class III road or street project.
7. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

8. Residential home.

8-9. Temporary Hardship Dwelling, subject to 18.116.090.

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HISTORY

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

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

Amended by Ord. [2004-002](#) §13 on 4/28/2004

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

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

Amended by Ord. [2024-008](#) §9 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

18.66.030 Residential-5 Acre Minimum (TeR5) District

The purpose of the Terrebonne Residential-5 Acre Minimum District is to retain large rural residential lots where community sewer and water are not available.

A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review:

1. Single-family dwelling or a manufactured home subject to DCC 18.116.070.
2. Two-family dwelling.
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Agricultural uses as defined in DCC 18.04, involving:
 - a. Keeping of cows, horses, goats, sheep or similar farm animals, provided that the total number of such animals over the age of six months is limited to the square footage of the lot or parcel divided by 20,000 square feet.
 - b. Keeping of chickens, fowl, rabbits or similar farm animals over the age of six months, provided that the total numbers of such animals does not exceed one for each 500 square feet of property.
5. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.66.070 and 18.116.230.
6. Class III road or street project.
7. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

[8.](#) Residential home.

[8-9.](#) Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

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

Amended by Ord. [2004-002](#) §14 on 4/28/2004

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

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

Amended by Ord. [2024-008](#) §9 on 1/7/2025

Amended by Ord. 2025-xxx

18.66.040 Commercial (TeC) District

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

A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review:

1. Single-family dwelling or two-family on a lot or parcel existing on June 4, 1997.
2. Manufactured home on a lot or parcel existing on June 4, 1997, subject to DCC 18.116.070.
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.66.070 and 18.116.230.
5. Class III road or street project.
6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

7. Residential home on a lot or parcel existing on June 4, 1997.

7:8. Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

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

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

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

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

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

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

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

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

Amended by Ord. [2024-008](#) §9 on 1/7/2025

Amended by Ord. 2025-xxx

18.66.050 Commercial-Rural (TeCR) District

The Terrebonne Commercial-Rural District allows a mix of commercial and industrial uses common to a farming community.

A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review:

1. Single-family dwelling on a lot or parcel existing on June 4, 1997.
2. Manufactured home on a lot or parcel existing on June 4, 1997, subject to DCC 18.116.070.
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.66.070 and 18.116.230.
5. Class III road or street project.
6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

7. Residential home on a lot or parcel existing on June 4, 1997.

7.8. Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

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

Amended by Ord. [2001-039](#) §7 on 12/12/2001

Amended by Ord. [2004-002](#) §16 on 4/28/2004

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

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

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

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

Amended by Ord. [2024-008](#) §9 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

CHAPTER 18.67 TUMALO RURAL COMMUNITY ZONING DISTRICTS

- [18.67.010 Purpose](#)
- [18.67.020 Residential \(TuR\) District](#)
- [18.67.030 Residential-5 Acre Minimum \(TuR5\) District](#)
- [18.67.040 Commercial \(TuC\) District](#)
- [18.67.050 Research And Development \(TuRE\) District](#)
- [18.67.060 Industrial \(Tul\) District](#)
- [18.67.070 Flood Plain \(TuFP\) District](#)
- [18.67.080 Standards For All Districts](#)
- [18.67.090 Right-Of-Way Development Standards](#)

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[18.67.020 Residential \(TuR\) District](#)

The Tumalo Residential (TuR) District allows a mixture of housing types and densities suited to the level of available water and sewer facilities. The purpose of this district is to allow new residential development that is compatible with the rural character of the area.

A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review.

1. Single-family dwelling, or a manufactured home subject to DCC 18.116.070.
2. Two-family dwelling.
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Agricultural uses as defined in DCC Title 18, involving:
 - a. Keeping of cows, horses, goats, sheep or similar farm animals, provided that the total number of such animals over the age of six months is limited to one for each 20,000 square feet.
 - b. Keeping of chickens, fowl, rabbits or similar farm animals, provided that the total number of such animals over the age of six months does not exceed one for each 500 square feet of property.
5. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.080 and 18.116.230.
6. Class III road or street project.
7. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

8. Residential home.

8.9. Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

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

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

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

Amended by Ord. [2004-002](#) §17 on 4/28/2004

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

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

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

Amended by Ord. [2024-008](#) §10 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

18.67.030 Residential-5 Acre Minimum (TuR5) District

The purpose of the Tumalo Residential-5 Acre Minimum District is to retain large rural residential lots.

- A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review.
1. Single-family dwelling or a manufactured home subject to DCC 18.116.070.
 2. Type 1 Home Occupation, subject to DCC 18.116.280.
 3. Agricultural uses as defined in DCC 18.04, involving:
 - a. Keeping of cows, horses, goats, sheep or similar farm animals, provided that the total numbers of such animals over the age of six months is limited to the square footage of the lot or parcel divided by 20,000 square feet.
 - b. Keeping of chickens, fowl, rabbits or similar farm animals over the age of six months, provided that the total numbers of such animals does not exceed one for each 500 square feet of property.
 4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.080 and 18.116.230.
 5. Class III road or street project.
 6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

[7. Residential home.](#)

[7-8. Temporary Hardship Dwelling, subject to DCC 18.116.090.](#)

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HISTORY

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

Amended by Ord. [97-063](#) §3 on 11/12/1997
 Amended by Ord. [2000-033](#) §11 on 12/6/2000
 Amended by Ord. [2001-016](#) §2 on 3/28/2001
 Amended by Ord. [2001-039](#) §8 on 12/12/2001
 Amended by Ord. [2004-002](#) §18 on 4/28/2004
 Amended by Ord. [2020-001](#) §8 on 4/21/2020
 Amended by Ord. [2020-010](#) §4 on 7/3/2020
 Amended by Ord. [2024-008](#) §10 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

18.67.040 Commercial (TuC) District

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

A. Permitted Uses. The following uses and their accessory uses are permitted outright and do not require site plan review.

1. Single-family dwelling or duplex.
2. Manufactured home subject to DCC 18.116.070.
3. Type 1 Home Occupation, subject to DCC 18.116.280.
4. Class I and II road or street project subject to approval as part of a land partition, subdivision or subject to the standards of DCC 18.67.060 and 18.116.230.
5. Class III road or street project.
6. Operation, maintenance, and piping of existing irrigation systems operated by an Irrigation District except as provided in DCC 18.120.050.

[7. Residential home.](#)

[7-8. Temporary Hardship Dwelling, subject to DCC 18.116.090.](#)

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HISTORY

Adopted by Ord. [97-033](#) §2 on 6/25/1997
 Amended by Ord. [97-063](#) §3 on 11/12/1997
 Amended by Ord. [2000-033](#) §11 on 12/6/2000
 Amended by Ord. [2001-016](#) §2 on 3/28/2001
 Amended by Ord. [2001-039](#) §8 on 12/12/2001
 Amended by Ord. [2004-002](#) §19 on 4/28/2004
 Amended by Ord. [2004-013](#) §7 on 9/21/2004
 Amended by Ord. [2015-004](#) §5 on 4/22/2015
 Amended by Ord. [2016-015](#) §6 on 7/1/2016
 Amended by Ord. [2020-001](#) §8 on 4/21/2020
 Amended by Ord. [2020-010](#) §4 on 7/3/2020

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

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

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

Amended by Ord. [2024-008](#) §10 on 1/7/2025

[Amended by Ord 2025-xxx.](#)

CHAPTER 18.74 RURAL COMMERCIAL ZONE

[18.74.010 Purpose](#)

[18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store](#)

[18.74.025 Uses Permitted; Spring River](#)

[18.74.027 Uses Permitted; Pine Forest And Rosland](#)

[18.74.030 Development Standards](#)

[18.74.050 Maps](#)

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18.74.020 Uses Permitted; Deschutes Junction And Deschutes River Woods Store

A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright and do not require site plan review:

1. Single-family dwelling.
2. Manufactured home subject to DCC 18. 1 16. 070.
3. Two-family dwelling.
4. Type 1 Home Occupation, subject to DCC 18. 1 16. 280.
5. Agricultural uses.
6. Class I and II road or street project subject to approval as part of a land partition or subdivision, or subject to the standards and criteria established in DCC 18.116.230.
7. Class III road or street project.
8. A lawfully established use existing as of 11/05/02, the date this chapter was adopted, not otherwise permitted by this chapter.

9. Residential home.

9-10. Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

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

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

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

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

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

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

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

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

Amended by Ord. [2024-008](#) §11 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

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18.74.050 Maps

HISTORY

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

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

[Amended by Ord. 2007-007 § 2 on 3/5/2007](#)

CHAPTER 18.108 URBAN UNINCORPORATED COMMUNITY ZONE; SUNRIVER[18.108.010 Purpose](#)[18.108.020 Standards For All Districts](#)[18.108.030 Single Family Residential; RS District](#)[18.108.040 Multiple Family Residential; RM District](#)[18.108.050 Commercial; C District](#)[18.108.055 Town Center; TC District](#)[18.108.060 Resort; R District](#)[18.108.070 Resort Marina; RA District](#)[18.108.080 Resort Golf Course; RG District](#)[18.108.090 Resort Equestrian; RE District](#)[18.108.100 Resort Nature Center; RN District](#)[18.108.110 Business Park; BP District](#)[18.108.120 Community General; CG District](#)[18.108.130 Community Recreation; CR District](#)[18.108.140 Community Limited; CL District](#)[18.108.150 Community Neighborhood; CN District](#)[18.108.160 Airport; A District](#)[18.108.170 Utility; U District](#)[18.108.175 Utility; U District/Limited Use Combining District](#)[18.108.180 Forest; F District](#)[18.108.190 Flood Plain; FP Combining District](#)

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[18.108.030 Single Family Residential; RS District](#)

A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright:

1. Single-family dwelling.

2. Recreational path.

3. Residential home.

- ~~3.~~4. Temporary Hardship Dwelling, subject to DCC 18.116.090.

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HISTORY

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

Amended by Ord. [98-035](#) §2 on 6/10/1998

Amended by Ord. [2004-013](#) §11 on 9/21/2004

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

Amended by Ord. [2024-008](#) §13 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

18.108.110 Business Park; BP District

- A. Uses Permitted Outright. The following uses and their accessory uses are permitted outright:
1. Residential uses existing as of March 31, 1997.
 2. Administrative, educational and other related facilities in conjunction with a use permitted outright.
 3. Library.
 4. Recreational path.
 5. Post office.
 6. Religious institutions or assemblies.
 7. Child care facilities, nurseries, and/or preschools.
 8. A building or buildings each not exceeding 8,000 square feet of floor space housing any combination of:
Retail/rental store, office and service establishment, including but not limited to the following:
 - a. Automobile, motorcycle, boat, recreational vehicle, trailer or truck sales, rental, repair or maintenance business, including tire stores and parts stores.
 - b. Agricultural equipment and supplies.
 - c. Car wash.
 - d. Contractor's office, including but not limited to, building, electrical, plumbing, heating and air conditioning, painter, etc.
 - e. Construction equipment sales, rental and/or service.
 - f. Exterminator services.
 - g. Golf cart sales and service.
 - h. Lumber yard, home improvement or building materials store.
 - i. Housekeeping and janitorial service.
 - j. Dry cleaner and/or self-service laundry facility.
 - k. Marine/boat sales and service.
 - l. Restaurant, bar and cocktail lounge including entertainment.
 - m. Marijuana wholesaling, office only. There shall be no storage of marijuana items or products at the same location.

9. A building or buildings each not exceeding 20,000 square feet of floor space housing any combination of:
- a. Scientific research or experimental development of materials, methods or products, including engineering and laboratory research.
 - b. Light manufacturing, assembly, fabricating or packaging of products from previously prepared materials, including but not limited to cloth, paper, leather, precious or semi-precious metals or stones, etc.
 - c. Manufacture of food products, pharmaceuticals and the like, but not including the production of fish or meat products, or the rendering of fats and oils.
 - d. Warehouse and distribution uses in a building or buildings each less than 10,000 square feet of floor area.

10. Employee housing structures.

~~10-11. Temporary Hardship Dwelling, subject to DCC 18.116.090.~~

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HISTORY

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

Amended by Ord. [2012-002](#) §1 on 2/27/2012

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

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

Amended by Ord. [2019-008](#) §1 on 3/6/2019

Amended by Ord. [2020-004](#) §1 on 2/19/2020

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

Amended by Ord. [2021-004](#) §6 on 5/27/2021

Amended by Ord. [2021-013](#) §12 on 4/5/2022

[Amended by Ord. 2025-xxx](#)

CHAPTER 18.110 RESORT COMMUNITY ZONE

[18.110.010 Purpose](#)

[18.110.020 Seventh Mountain/Widgi Creek And Black Butte Ranch Resort Districts](#)

[18.110.030 Widgi Creek Residential District](#)

[18.110.040 Black Butte Ranch Surface Mining/Limited Use Combining District](#)

[18.110.050 Black Butte Ranch-Utility/Limited Use Combining District](#)

[18.110.060 Development Standards](#)

...

[18.110.020 Seventh Mountain/Widgi Creek And Black Butte Ranch Resort Districts](#)

- A. Uses permitted outright. The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.110.050:
1. Single-family dwelling.

2. Residential home.

3. Timeshare units existing as of January 1, 1984 at Black Butte Ranch.

4. Timeshare units at the Inn of the Seventh Mountain.

5. The following resort recreational facilities: Recreational path, picnic and barbecue area, park, playground, and sport courts for basketball, volleyball, and similar small-scale recreation activities.

6. Livestock and horse grazing on common area in Black Butte Ranch.

7. Police or security facility.

7-8. Temporary Hardship Dwelling, subject to DCC 18.116.090.

HISTORY

Adopted by Ord. [2001-048](#) §2 on 12/10/2001

Amended by Ord. [2014-009](#) §1 on 8/6/2014

Amended by Ord. [2014-025](#) §1 on 9/15/2014

Amended by Ord. [2020-001](#) §13 on 4/21/2020

Amended by Ord. [2024-008](#) §14 on 1/7/2025

[Amended by Ord. 2025-xxx](#)

[18.110.030 Widgi Creek Residential District](#)

The following uses and their accessory uses are permitted subject to the applicable provisions of DCC 18.110.060:

- A. Single-family dwelling.
- B. Residential home.
- C. Residential facility.

D. Timeshare units.

D:E. Temporary Hardship Dwelling, subject to DCC 18.116.090.

HISTORY

Adopted by Ord. [2001-048](#) §2 on 12/10/2001

Amended by Ord. 2025-xxx



FINDINGS

HARDSHIP DWELLING TEXT AMENDMENTS

I. **APPLICABLE CRITERIA:**

Title 22, Deschutes County Development Procedures Ordinance

II. **BACKGROUND:**

This is a legislative text amendment to Deschutes County Code (DCC), Title 18, County Zoning. The primary purpose of the amendment is to conform local requirements to state law and provide consistency for the review of hardship dwellings across multiple county zones. Notable changes include:

- Reorganized content for readability;
- Amended outdated references;
- Clarified hardship dwelling can be used for the “aged” as well as the “infirm”;;
- Clarified “existing building” use and definition for the purpose of the section;
- Clarified hardship dwelling can be the only second dwelling on the property;
- Amended renewal requirement from every one year to two years;
- Listed the use in all permissible Title 18 zones for readability.

Since 1979, Deschutes County has allowed property owners to obtain a temporary use permit for a secondary dwelling on a property, with the intent the dwelling would be used for the care of a property owner or relative of the property owner with a medical condition. This would allow for the person with the medical condition to maintain independence and continue to live on a rural property while also receiving necessary medical attention.

The current requirements for hardship dwellings were drafted in 2008. Since that time, the state has undergone rulemaking in farm and forest (resource) zones, providing more detailed guidance on the eligibility and requirements for establishing the use.

OAR 660-004-0040(8)(f) provides limited guidance on hardship dwellings in rural residential exception areas, only noting that the dwelling type for such use is limited to Recreational Vehicle (RV)s and manufactured homes. To staff’s understanding there is no other state guidance for regulation of temporary hardship dwellings in zones that allow for a single-family dwelling as a permitted use and are outside of farm, forest, and rural residential exception areas.

The purpose of this proposal is to amend the code for greater consistency with state rules and statutes and to establish a consistent review process for hardship dwelling applications across all County zones in which the use is permitted.

III. STATE REQUIREMENTS AND LOCAL INTERPRETATIONS

As noted above, the state of Oregon regulates hardship dwellings in both Oregon Administrative Rule (OAR) and in Oregon Revised Statute (ORS). These regulations only apply to hardship dwellings in resource zones – the Exclusive Farm Use Zone (DCC 18.16) and Forest Zones (18.32 and 18.40).

ORS 215.283(2)(L) - Uses Permitted in Exclusive Farm Use Zones and ORS 215.755(2) – Other Forestland Dwellings require:

- The use is subject to ORS 215.296 (Farms Impacts Test) for the EFU zone.
- *One manufactured dwelling, recreational vehicle, or temporary residential use of an existing building, in conjunction with the existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative of the resident.*
- *Within three months of the end of the hardship, the manufactured dwelling or recreational vehicle shall be removed or demolished or in the case of the existing building, the building shall be removed or returned to an allowed nonresidential use.*
- *The governing body or designee shall provide for periodic review of the hardship claimed under this paragraph.*
- *A temporary residence is not eligible for replacement under subsection (1)(p) of this section.*

OAR 660-006-0025(4)(t) – Forest Lands – Uses Authorized in Forest Zones and OAR 660-033-0130(10) -Agricultural Lands – Minimum Standards for Permitted and Conditional Uses require:

- *As used in this section, "hardship" means a medical hardship or hardship for the care of an aged or infirm person or persons experienced by the existing resident or relative as defined in ORS chapter 215.*
 - *ORS 215 definition for relative: a relative is defined as a grandparent, step-grandparent, grandchild, parent, step-parent, child, step-child, brother, sister, sibling, step-sibling, either blood or legal relationship, niece, nephew, uncle, aunt or first cousin.*
- *The temporary residence may include a manufactured dwelling, or recreational vehicle, or the temporary residential use of an existing building.*
- *A manufactured dwelling shall use the same subsurface sewage disposal system used by the existing dwelling, if that disposal system is adequate to accommodate the additional dwelling. If the manufactured home will use a public sanitary sewer system, such condition will not be required.*
- *Governing bodies shall review the permit authorizing such manufactured homes every two years.*
- *Within three months of the end of the hardship, the manufactured dwelling or recreational vehicle shall be removed or demolished or, in the case of an existing building, the building shall be removed, demolished or returned to an allowed nonresidential use.*
- *Department of Environmental Quality review and removal requirements also apply.*

The state provides limited guidance on regulations pertaining to hardship dwellings on non-resource lands. The requirement below, which was presented to the Planning Commission during

the deliberation process, applies to rural residential exception areas (MUA-10 and RR-10 zones) but does not provide guidance for the use in other nonresource zones, such as in unincorporated communities.

OAR 660-004-0040(8)(f) – Application of Goal 14 to Rural Residential Areas requires:

Except as provided in subsection (e) of this section or section (10) of this rule, a local government shall not allow more than one permanent single-family dwelling to be placed on a lot or parcel in a rural residential area. Where a medical hardship creates a need for a second household to reside temporarily on a lot or parcel where one dwelling already exists, a local government may authorize the temporary placement of a manufactured dwelling or recreational vehicle.

In approaching the amendments, staff has integrated state requirements where possible, for all zones in Title 18 in which a hardship dwelling is permitted, to ensure a consistent and clear process for property owners and county staff.

Deschutes County can provide local interpretation of requirements that are not expressly addressed in OAR or ORS. In coordination with the County's Building, Code Enforcement, Coordinated Services, and Onsite Wastewater Divisions, staff identified several policy choices for consideration.

Use of Existing Building as a Temporary Hardship Dwelling

Property owners can currently utilize an RV or manufactured home for a temporary hardship dwelling in all zones. In farm and forest zones, existing buildings (sheds, accessory structures, barns) are also permitted to be converted for use as a temporary hardship dwelling, per the OAR and ORS.

The proposed text amendment package proposes to allow the use of existing buildings in the following zones:

- 18.65.020, 021, 022: Rural Service Center Unincorporated Community Zones
- 18.66.020, 030, 040, 050: Terrebonne Rural Community Zones
- 18.67.020, 030, 040: Tumalo Rural Community Zones
- 18.74.020: Rural Commercial Zone
- 18.108.030, 110: Sunriver Unincorporated Community Zones
- 18.110.020, 030: Resort Community Zones

During Planning Commission deliberations, staff discovered the restriction in OAR 660-004-040 noted above and amended the original proposal to exclude the use of existing buildings as hardship dwellings in the RR-10 and MUA-10 zones. To staff's understanding, there are no state restrictions on the zones listed above.

Existing Building Definition

State regulations do not define "existing buildings" for temporary hardship dwellings. Currently, the code definition is a building "in existence on or before March 29, 2017". To provide additional flexibility, while still seeking to avoid a scenario in which a new building is constructed for temporary use, the proposed text amendments alter the definition to be a rolling eligibility date of two years from the date of final inspection of a building to the submittal date of the temporary use permit for

a hardship dwelling. If the application is submitted prior to the two-year date, it does not constitute an "existing building."

Modification of Existing Buildings

The proposed text amendments would add a restriction on the modification of existing buildings to be used as temporary hardship dwellings. The intent of the requirement is to limit modifications to minor improvements in the existing building floor area (such as the installation of kitchen facilities) to ensure the use can be converted back to a nonresidential use if the temporary hardship dwelling is no longer needed. The limitation is drafted as follows: *"Any modifications to the existing building for the hardship dwelling must be contained within the existing building-floor area."*

RV Component Requirements

Code Enforcement has processed several cases involving non-operational RVs that are unfit for habitation. The text amendments preserve existing requirements related to the necessary components and siting of an RV and also clarify that an RV must have a sink and a toilet. Although more restrictive than state law, CDD staff are supportive of carrying forward these requirements to ensure RVs are safe for occupants when used as a temporary hardship dwelling. The proposed text amendments include the following component language:

A recreational vehicle hardship dwelling must comply with all of the following requirements:

- 1. The recreational vehicle must have a sink and toilet;*
- 2. The recreational vehicle must comply with all setbacks of the underlying zone(s);*
- 3. The recreational vehicle must be fully licensed;*
- 4. The recreational vehicle must be ready for highway use, on its wheels or jacking system, and must be attached to the site only by quick disconnect type utilities and security devices;*
- 5. A recreational vehicle hardship dwelling located in a special flood hazard area must comply with DCC 18.96.*
- 6. Permanently attached additions are prohibited.*

The Planning Commission supported the proposed text amendment package in its entirety, with the minor amendment to exclude the use of existing buildings as a hardship dwelling type in the MUA-10 and RR-10 zones. Staff requests the Board evaluate these policy options during the hearing process.

IV. BASIC FINDINGS:

The Planning Division determined minor changes were necessary to clarify existing standards and in various sections of the Deschutes County Code (DCC). Staff initiated the proposed changes and notified the Oregon Department of Land Conservation and Development on February 6, 2025 (File no. 247-24-000078-TA). As demonstrated in the findings below, the amendments remain consistent with the Deschutes County Code, the Deschutes County Comprehensive Plan, and the Statewide Planning Goals.

V. FINDINGS:

CHAPTER 22.12, LEGISLATIVE PROCEDURES

Section 22.12.010.

Hearing Required

No legislative change shall be adopted without review by the Planning Commission and a public hearing before the Board of County Commissioners. Public hearings before the Planning Commission shall be set at the discretion of the Planning Director, unless otherwise required by state law.

FINDING: This criterion will be met because a public hearing was held before the Deschutes County Planning Commission (Commission) on March 13, 2025, and a public hearing will be held before the Board of County Commissioners (Board) on April 23, 2025.

Section 22.12.020, Notice

Notice

A. Published Notice

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

FINDING: This criterion will be met as notice will be published in *The Bulletin* newspaper at least 10 days prior to each public hearing.

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

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

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

FINDING: The proposed amendments are legislative and do not apply to any specific property. Therefore, individual notice is not required.

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

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

Section 22.12.030 Initiation of Legislative Changes.

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

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

Section 22.12.040. Hearings Body

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

FINDING: This criterion is met as the Commission held a public hearing on March 13, 2025. The Board held a public hearing on April 23, 2025.

Section 22.12.050 Final Decision

All legislative changes shall be adopted by ordinance

FINDING: The proposed legislative changes included in file no. 247-25-000078-TA will be implemented by ordinances upon approval and adoption by the Board.

OAR 660-015, STATEWIDE PLANNING GOALS AND GUIDELINES

Goal 1: Citizen Involvement:

FINDING: The amendments do not propose to change the structure of the County's citizen involvement program. Notice of the proposed amendments was provided to the *Bulletin* for the Board public hearing.

Goal 2: Land Use Planning:

FINDING: The purpose of the amendment is to integrate requirements from Oregon Administrative Rule and Oregon Revised Statutes. The proposal has a factual base and is consistent with the intent of the Comprehensive Plan and zoning districts. This goal is met.

Goal 3: Agricultural Lands:

FINDING: The proposed amendments integrate requirements from Oregon Administrative Rule and Oregon Revised Statute for hardship dwellings on agricultural lands. Additionally, the rules provide more express guidance for hardship dwellings on non-agricultural lands to avoid conflicts to farm operations on neighboring properties. This goal is met.

Goal 4: Forest Lands:

FINDING: The proposed amendments integrate requirements from Oregon Administrative Rule and Oregon Revised Statute for hardship dwellings on forest lands. Additionally, the rules provide more express guidance for hardship dwellings on non-forest lands to avoid conflicts to forest operations on neighboring properties. This goal is met.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 5. This goal does not apply.

Goal 6: Air, Water and Land Resources Quality:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 6. This goal does not apply.

Goal 7: Areas Subject to Natural Disasters and Hazards:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 7. This goal does not apply.

Goal 8: Recreational Needs:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 8. This goal does not apply.

Goal 9: Economic Development:

FINDING The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 9. This goal does not apply.

Goal 10: Housing:

FINDING: The proposed amendments provide more flexibility for hardship dwellings, as allowed by state law. The amendments will provide clarity on a housing type for vulnerable populations in the rural county. This goal is met.

Goal 11: Public Facilities and Services:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 11. This goal does not apply.

Goal 12: Transportation:

FINDING: The proposed amendments do not include changes to the County's Comprehensive Plan policies or implementing regulations for compliance with Goal 12. This goal does not apply.

Goal 13: Energy Conservation:

FINDING: The proposed amendments do not include changes to the County’s Comprehensive Plan policies or implementing regulations for compliance with Goal 13. This goal does not apply.

Goal 14: Urbanization:

FINDING: The proposed amendments integrate requirements from Oregon Administrative Rule and Oregon Revised Statute for hardship dwellings. The use is already permitted in the underlying zoning districts, there is no alteration to allowance of development density on rural lands. This goal does not apply.

Goals 15 through 19

FINDING: These goals are not applicable to the proposed plan and text amendments because the County does not contain these types of lands.

2011 DESCHUTES COUNTY COMPREHENSIVE PLAN

Chapter 3 Rural Growth Management, Section 3.3. Rural Housing Policies

Policy 3.3.5 Maintain the rural character of the County while ensuring a diversity of housing opportunities, including initiating discussions to amend State Statute and/or Oregon Administrative Rules to permit accessory dwelling units in Exclusive Farm Use, Forest and Rural Residential Zones.

FINDING: The intent of the text amendment is to amend regulations for temporary hardship dwellings to be consistent with state law and administrative rule for resource zones. The amendments will also provide a consistent process for regulation of hardship dwellings in both nonresource and resource zones. These requirements will ensure development continues to comply with all state rules and will maintain the rural character of the County through intentional placement of temporary housing associated with a hardship.

VI. CONCLUSION:

Based on the information provided herein, the staff recommends the Board of County Commissioners approve the proposed text amendments as drafted.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Public Hearing: Reconsideration of the Deschutes County 2040 Comprehensive Plan Update

RECOMMENDED MOTION:

At the conclusion of the public hearing, the Board may:

- Continue the hearing to a date certain;
- Close the hearing and leave the written record open to a date certain;
- Close the hearing and set a date for deliberations; or
- Close the hearing and commence deliberations.

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners will conduct a public hearing to reconsider Ordinance No. 2024-007 which adopted the Deschutes County 2040 Comprehensive Plan ("2040 Plan"). The associated file number is 247-25-000145-PA. The record is available on the project website <https://bit.ly/Deschutes2040Reconsideration>.

The hearing will be limited *de novo*, meaning that only testimony related to the Petitioner's Brief submitted by Central Oregon Landwatch will be allowed. The Petitioner's Brief is found on the project website under "Application Materials."

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner

Will Groves, Planning Manager

Stephanie Marshall, Senior Assistant Legal Counsel



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of County Commissioners

FROM: Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager
Stephanie Marshall, Senior Assistant Legal Counsel

DATE: April 16, 2025

SUBJECT: Public Hearing: Reconsideration of Deschutes County 2040 Comprehensive Plan Update

The Deschutes Board of Commissioners (Board) will conduct a public hearing on April 23, 2025, to reconsider Ordinance 2024-007, related to the adoption of the Deschutes County 2040 Comprehensive Plan (2040 Plan). The associated file number is 247-25-000145-PA. The record is available on the project website <https://bit.ly/Deschutes2040Reconsideration>.

The hearing will be *limited de novo*, meaning that only testimony related to the *Petitioner's Brief* submitted by Central Oregon Landwatch will be allowed. The *Petitioner's Brief* is included as Attachment A and found on the project website under "Application Materials".

I. OVERVIEW OF PROCESS TO DATE

On October 2, 2024, the Board voted 2-1 to adopt Ordinance 2024-007, repealing and replacing the 2011 Deschutes County Comprehensive Plan ("2011 Plan") with the 2040 Plan (file no. 247-23-000644-PA). The decision was subsequently appealed by Central Oregon Landwatch (COLW) to the Land Use Board of Appeals (LUBA). The 2040 Plan is not in effect until the appeal process is resolved.

On February 20, 2025, the County received the *Petitioner's Brief* from COLW outlining areas of concern within the adopted 2040 Plan. Staff determined that new issues were raised in the *Petitioner's Brief* that were not previously discussed at the local level. Oregon Revised Statute (ORS) 197.835(3) and 197.797, also known as the "raise it or waive it" doctrine, do not apply to legislative proceedings, therefore, applicants are not required to raise all arguments during the local hearings process to preserve those issues for appeal.

ORS and Oregon Administrative Rule allow local governments to reconsider a legislative decision in response to new issues raised by LUBA appellants. The LUBA appeal process is paused for the Board to conduct a new hearing and to consider additional testimony, following which it will make a decision on reconsideration. The Board voted on March 5, 2025, to adopt Order No. 2025-004 initiating reconsideration of the 2040 Plan. LUBA confirmed this approach through LUBA Order No. 2024-080, on March 12, 2025. The county is required to complete the hearing process and file a reconsideration decision by September 8, 2025.

II. PETITIONER'S BRIEF AND KEY ISSUES FOR RECONSIDERATION

The following is a summary of the key issues raised in the *Petitioner's Brief*.

A. Repeal and Replacement of the 2011 Comprehensive Plan

Ordinance 2024-007 stated that the effect of the 2040 Plan was to "repeal and replace" the 2011 Plan. COLW characterizes the 2040 Plan as "newly adopted," rather than "amended," because the Ordinance recitals state that it repealed and replaced the 2011 Plan. Based on this language, COLW challenges certain acknowledged goals and policies in past versions of the Comprehensive Plan that were not revisited in the 2040 Plan. COLW argues that those goals and policies that were not revised in the 2040 Plan now need to demonstrate compliance with Oregon Statewide land use goals, including Goal 14, related to urbanization of rural lands.

Staff Response: This is a collateral attack on Comprehensive Plan goals and policies that have been acknowledged and in place for years.¹ The County did not intend to undermine or call into question existing acknowledged policies through the adoption of the 2040 Plan. Use of the phrase "repeal and replace" was employed to simplify the adoption of the 2040 Plan as the 2011 Plan was amended and reformatted to match the state land use goals.

A "redlined" copy of the 2040 Plan ("Redlined 2040 Plan"; Attachment B) is attached. This document shows the 2040 Plan content that was pre-existing and those introductory statements, policies and goals that were specifically addressed by adopted amendments. The Redlined 2040 Plan provides the following:

- Strikeout and underline comparison of 2011 and 2040 Goal and Policy Language
- References to Chapter, Section, Page, and highlights of chapter narrative content that was carried over from the 2011 Comprehensive Plan.

¹ Oregon case law defines "collateral attack" as an attempt to challenge the validity of an earlier land use decision in a subsequent, unrelated proceeding. It is disallowed. When a decision is considered final, it cannot be reopened for review in a different context and/or at a later date.

Attachment C compares the 2011 and 2040 Plan language with respect to policies challenged in COLW's *Petitioner's Brief*. More information on the contested policies is found below.

B. Goal 14 Compliance - Urbanization of Rural Land

COLW alleges that certain provisions of the 2040 Plan violate Goal 14 because they allow "unlimited conversion" of resource-zoned properties to residential, industrial, and commercial uses. The specific goals and policies that COLW challenges are:

- a. *Policy 3.3.6.a. Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rule, and this Comprehensive Plan.*
- b. *Goals 9.2 and 9.3 and Policies 9.2.1-9.3.15: Rural Commercial and Rural Industrial goals and policies (see full language in Attachments B and C).*

COLW alleges that the policy language does not require that plan amendments apply adequate Goal 14 analysis, including site-specific application of the *Curry County* factors². LUBA has issued several decisions on plan amendment and zone change applications and held that the language in the above policies is sufficient to demonstrate compliance with Goal 14. COLW asserts that, because the 2040 Plan repealed and replaced the 2011 Plan, the County should include policy language that specifically requires Goal 14 analysis for plan amendment and zone change applications, regardless of whether the land will remain rural or contain potentially urban levels of development.

Additionally, COLW alleges that the effect of Policy 3.3.6.a. would be to allow extension of the County's rural residential exception areas (Multiple Use Agricultural – MUA 10 and Rural Residential – RR10), Rural Industrial, and Rural Commercial areas without requiring a new Goal 14 exception.

Staff Response: As noted in the first issue area, this argument is a collateral attack on previously adopted and acknowledged policies. Policy 3.3.6.a was not addressed in the County's review and adoption of the 2040 Plan but was simply carried over from the 2011 Plan verbatim, in addition to many policies within 9.2.1-9.3.15. Goals 9.2 and 9.3 were added in the 2040 Plan because those sections previously did not contain goals. The County determined that the inclusion of Goals, under which previously existing policies are now listed, is a best practice. These two goals could simply be removed by

² *1000 Friends of Oregon v. Land Conservation & Development Commission and Curry County*, 301 Or 447, 456, 724 P2d 268 (1986). The Supreme Court held that the county and the Land Conservation and Development Commission had to determine whether the plan allowed no "urban uses" outside of urban growth boundaries unless those "urban uses" were supported by exceptions to land use planning Goal 14 prior to acknowledgement that the plan complied with the goals.

the Board on reconsideration to resolve the issues raised by COLW in its appeal. Revisions made to policies 9.2.1-9.3.15 were for purposes of simplification. The Board may decide to revert to the original language from the 2011 Plan to resolve these appeal issues.

Individual plan amendment and zone change applications are required to demonstrate compliance with applicable ORS, administrative rule, and Oregon Statewide land use goals. Compliance with Goal 14 and other state requirements will be addressed during the application review process. As noted above, LUBA has not found the 2011 plan policy language is contrary to Goal 14, to date.

C. Comprehensive Plan and Deschutes County Code and Comprehensive Plan

COLW argues that the MUA-10 and RR-10 zones allow for urban levels of density through cluster and planned developments (PUD).³ Each zone, respectively, allows for cluster or planned developments as conditional uses. The standards for these types of developments either do not include a required minimum lot size (PUDs) or allow smaller than 10-acre minimum lot sizes (cluster developments), which COLW argues violates Goal 14 and could lead to urban levels of density if resource-zoned land is rezoned to MUA-10 or RR-10.

Staff Response: DCC 18.32.040 and 18.60.060(C) are acknowledged zoning regulations that have been in effect since 1992.⁴ This argument is an impermissible collateral attack.

III. FORMAT OF THE PUBLIC HEARING

The hearing will be held *limited de novo*. Only testimony related to the *Petitioner's Brief* submitted by Central Oregon Landwatch to the Oregon Land Use Board Appeals will be allowed. Any interested person may participate in the *limited de novo* hearing, but issues for discussion are limited as noted.

The Board has set the following time limits, which can be modified or eliminated at any time:

- Public Agencies: 10 min
- General Public: 3 min

IV. PUBLIC COMMENT

Notice of the public hearing was mailed to prior hearing participants on April 3, 2025, and posted in the *Bend Bulletin* on April 4, 2025. Staff also sent a courtesy notice via the constant

³ Deschutes County Code (DCC) 18.32.040(A) and 18.60.060(C).

⁴ Ordinance 92-055.

contact mailing list. The County's Public Information Officer issued a press release on April 9, 2025, and posted on the County's social media on April 16.

As of the date of this memo, 34 public comments have been received. The comments primarily express concern regarding Goal 14 compliance related to the rezoning of farm and forest lands to residential and industrial zones.

V. NEXT STEPS

At the conclusion of the public hearing, the Board may:

- Continue the hearing to a date certain;
- Close the hearing and leave the written record open to a date certain;
- Close the hearing and set a date for deliberations; or
- Close the hearing and commence deliberations.

Attachments:

A. Central Oregon Landwatch *Petitioner's Brief*

B. Redlined 2040 Plan

C. Comparison Table of Contested Policies - 2011 and 2040 Comprehensive Plan Language

BEFORE THE LAND USE BOARD OF APPEALS
OF THE STATE OF OREGON

CENTRAL OREGON LANDWATCH,

Petitioner,

v.

DESCHUTES COUNTY,

Respondent,

and

CENTRAL OREGON IRRIGATION
DISTRICT,

Intervenor-Respondent.

LUBA Case No. 2024-080

PETITIONER'S PETITION FOR REVIEW

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I. STANDING OF PETITIONER

Petitioner Central Oregon LandWatch (hereinafter “Petitioner”) appeared before Respondent Deschutes County during the proceedings leading to the challenged decision. Petitioner timely filed a Notice of Intent to Appeal pursuant to ORS 197.830 and thus has standing to appeal pursuant to ORS 197.830(2).

II. STATEMENT OF THE CASE

A. NATURE OF THE LAND USE DECISION

This is an appeal of an October 2, 2024 land use decision made by the Deschutes County Board of County Commissioners (the “decision” or “Ordinance No. 2024-007”) that adopts a new 2040 Deschutes County Comprehensive Plan (“DCCP”). The decision repeals the prior 2030 Deschutes County Comprehensive Plan and replaces it with the new 2040 DCCP.

The County’s decision is a final land use decision subject to review by the Land Use Board of Appeals (“LUBA”). The County Board’s decision, including the adoption Ordinance 2024-007, the new DCCP, and findings, is found at Record (“Rec.”) 24, and is attached at Appendix (“App.”) 1.

B. RELIEF SOUGHT

Petitioner respectfully requests that LUBA reverse or, in the alternative, remand the decision.

1 **C. SUMMARY OF ARGUMENT**

2 This case is about a lack of comprehensive planning in the newly-
3 adopted Deschutes County Comprehensive Plan (DCCP), leading to violations
4 of statewide land use planning Goal 14. The new DCCP, at Policy 3.3.6.a and
5 Policies 9.2.1-9.3.15 allows unlimited conversion of Agricultural- and Forest-
6 designated properties to residential, industrial, and commercial uses. Some of
7 those residential uses have no minimum lot size. DCC 18.128.210(D)(3). The
8 closer those residential uses are to an urban growth boundary (UGB), the
9 greater the residential density is allowed. DCC 18.32.040(A). For industrial
10 uses, the new DCCP allows concrete plants, freight depots, manufacturing,
11 distribution outlets, and wrecking yards, anywhere throughout the county. DCC
12 18.100.010-020.

13 The plan requires no Goal 14 analysis for these conversions, which is
14 counter to the Oregon Supreme Court's decision in *1000 Friends of Oregon v.*
15 *Land Conservation & Development Commission ("Curry County")*, 301 Or
16 447, 724 P2d 268 (1986) and many subsequent LUBA decisions.

17 Whether a land use on land outside of an urban growth boundary (UGB)
18 maintains land as rural land, or urbanizes rural land in violation of Goal 14,
19 requires a locational inquiry. *Curry County*, 301 Or at 504 n33; *Doob v.*

1 *Josephine County*, 32 Or LUBA 376, 381 (1997). The new DCCP allows
2 conversions of Agricultural and Forest lands without requiring this locational
3 inquiry.

4 The zones to which the new DCCP allows conversion of Agricultural and
5 Forest lands were developed to accommodate areas subject to “previously built”
6 and “irrevocably committed” goal exceptions, and the new DCCP’s
7 authorization of extending those zones to new lands without taking new goal
8 exceptions violates Goal 14 and OAR 660-004-0018.

9 The haphazard, unplanned development allowed by the new DCCP is
10 contrary to Goal 14’s mandate “[t]o provide for an orderly and efficient
11 transition from rural to urban land use, to accommodate urban population and
12 urban employment inside urban growth boundaries, to ensure efficient use of
13 land, and to provide for livable communities.”

14 **D. SUMMARY OF MATERIAL FACTS**

15 The County’s prior comprehensive plan was adopted in 2011. Rec. 225.
16 The County began developing a new DCCP in April of 2022. Rec. 1436. This
17 work including several Planning Commission (“PC”) meetings on September 8,
18 2022, October 12, 2022, November 10, 2022, December 8, 2022, March 9,
19 2023, March 23, 2023, March 30, 2023, June 8, 2023, June 22, 2023, July 27,

2023, and August 24, 2023. During this time period, extensive public input was gathered, both during PC meetings, at various outreach events, and through an “on-line open house.” The County won an award for its extensive community engagement work. Rec. 1436. The County notified DLCD of its proposed post-acknowledgment plan amendment (PAPA) to adopt a new DCCP on August 30, 2023. Rec. 4953. The extensive public input informing the new DCCP received by the County prior to this date is not included in the Record.

A large majority of respondents to the County’s on-line open house indicated that they oppose “encourag[ing] rural residential development outside urban areas.” Rec. 3415. Similarly, a large majority of respondents oppose “rezoning low productivity farmland with poor soil to allow greater opportunities for housing.” Rec. 3418.

The PC held a hearing on the draft 2040 DCCP on October 26, 2023. Rec. 4703. The PC held continued public hearings on the draft 2040 DCCP on November 2, 2023, Rec. 3826, November 9, 2023, Rec. 3774, December 7, 2024, Rec. 3261, and December 14, 2024, Rec. 3246.

The Board of County Commissioners (“BOCC”) held a public hearing on the draft 2040 DCCP on April 10, 2024. Rec. 2464. The BOCC held continued public hearings on April 23, 2024 in the Sunriver unincorporated community,

1 Rec. 1964, on April 30, 2024 in the City of Sisters, Rec. 1528, and on May 8,
2 2024. Rec. 1220. On October 2, 2024, the BOCC voted 2-1 to adopt the new
3 DCCP and adopted Ordinance 2024-007. Rec. 24-25, App. 1-2.

4 **III. LUBA’S JURISDICTION**

5 The Deschutes County Board of Commissioners made a final decision
6 under ORS 197.015(10)(a). LUBA has jurisdiction to review such local land
7 use decisions pursuant to ORS 197.825(1).

8 **IV. FIRST ASSIGNMENT OF ERROR**

9 **The decision at Policy 3.3.6.a violates Goal 14 by**
10 **allowing unlimited conversion of rural farm and forest lands**
11 **protected by Goal 3 and Goal 4 to residential uses.**

12 **A. PRESERVATION OF ERROR**

13 The “raise it or waive it” waiver doctrine in ORS 197.835(3) and ORS
14 197.797 applies only to local government quasi-judicial proceedings and not to
15 legislative land use proceedings. *Hatley v. Umatilla County*, 256 Or App 91,
16 109 n6, 301 P3d 920 (2013); *DLCD v. Columbia County*, 24 Or LUBA 32, 36
17 (1992); *Parmenter v. Wallowa County*, 21 Or LUBA 490, 492 (1991), *aff’d*, 114
18 Or App 362, 835 P2d 152, *rev den*, 314 Or 574, 840 P2d 1296 (1992); *Roads*
19 *End Sanitary District v. City of Lincoln City*, 48 Or LUBA 126, 129 (2004).

1 Nevertheless, Petitioner did raise below that DCCP Policy 3.3.6.a would
2 violate state law by allowing unlimited rezoning of farmland. Rec. 970, 971,
3 4383, 4389, 4401.

4 **B. LEGAL STANDARDS OF REVIEW**

5 LUBA shall reverse or remand an amendment to a comprehensive
6 plan if the amendment is not in compliance with the statewide planning goals.
7 ORS 197.853(6). Local governments must prepare, adopt, amend, and revise
8 comprehensive plans in compliance with the statewide planning goals, ORS
9 197.175(2)(a), and must enact land use regulations to implement their
10 comprehensive plans. ORS 197.175(2)(b). LUBA must reverse or remand a
11 local decision if it concludes the local government improperly construed the
12 applicable law. ORS 197.835(9)(a)(D). LUBA shall reverse a land use
13 decision when the decision violates a provision of applicable law and is
14 prohibited as a matter of law. OAR 661-010-0071(1)(c).

15 **C. ARGUMENT**

16 The decision violates Goal 14 by adopting land use regulations that allow
17 unlimited redesignation and rezoning of land designated Agriculture and Forest,
18 and zoned Exclusive Farm Use (“EFU”) and Forest, to residential uses. All
19 comprehensive plan amendments must comply with the 19 statewide planning
20 goals. ORS 197.175(2)(a); ORS 197.835(6); *DLCD v. Clackamas County*

1 (“*Clackamas County*”), 335 Or App 205 (2024). Goal 14 is no exception.
2 “[A]ny decision which *allows* ‘urban uses’ of ‘rural land’ *converts* that land and
3 must comply with or take exception to Goal 14, even if that decision does not
4 change the use of the land.” *Curry County*, 301 Or 447 at 501-02 (emphasis
5 original).

6 The decision here repeals the County’s former comprehensive plan in its
7 entirety and replaces it with a new DCCP. App. 1, Rec. 24. The plan policies
8 in Deschutes County’s new comprehensive plan challenged here may have
9 existed in its prior comprehensive plan, which was acknowledged by DLCD.
10 But the ordinance adopting the County’s new plan ordains that “[t]he 2010
11 Deschutes County Comprehensive Plan, adopted by Ordinance 2011-003, is
12 repealed and replaced with the 2040 Deschutes County Comprehensive Plan[.]”
13 Rec. 24 (Ordinance No. 2024-007). With the former plan entirely repealed and
14 replaced, the entirety of the new plan must satisfy ORS 197.175(2)(a) and ORS
15 197.835(6), both of which require comprehensive plans to comply with the
16 goals. The new DCCP is specifically not “acknowledged.” ORS
17 197.625(1)(b). Any prior acknowledgment of the County’s former
18 comprehensive plan does not control whether the new DCCP complies with the
19 Goals.

In the new DCCP, the County adopts Policy 3.3.6.a, which allows plan and zoning map amendments for individual EFU parcels:

“Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.” (App. 38, Rec. 61)

The decision’s findings in response to Goal 14 offer no findings supporting whether Policy 3.3.6.a complies with Goal 14. Rec. 222-223.

By failing to assure that the conversion of Goal 3- and Goal 4-protected lands to nonresource uses under Policy 3.3.6.a will not urbanize rural land, the decision violates Goal 14’s prohibition against allowing urban uses on rural land. *Curry County*, 301 Or 447, 724 P2d 268 (1986). Below, Petitioner asserts five sub-assignments of error that independently explain why Policy 3.3.6.a violates Goal 14.

1. First sub-assignment of error: The decision violates Goal 14 by not ensuring that future PAPA decisions will comply with Goal 14 as required by the *Curry County* decision.

Goal 14 of the state land use planning goals is “[t]o provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.”

Prior to the Oregon Supreme Court’s decision in *Curry County*, Goal 14 compliance was not required for decisions that removed Goal 3 or Goal 4 protections from rural land. *Central Oregon LandWatch v. Deschutes County* (“*Aceti V*”), __ Or LUBA __, slip op at 17-18 (LUBA No 2022-075, Dec 6, 2022), *aff’d*, 324 Or App 655, 525 P3d 895 (2023) (“In 1979 and 1981, exceptions to Goal 14 were not required for rural commercial and industrial uses.”) In *Curry County*, the Court held that exceptions to Goal 3 or Goal 4 did not ensure compliance with Goal 14, and described several factors that must be considered in the Goal 14 inquiry absent more specific guidance from the Land Conservation and Development Commission:

“Exceptions to Oregon Statewide Planning Goals 3, 4 and other resource goals cannot generally suffice as exceptions to Goal 14 because the former necessitate only a determination that a narrow category of uses, the particular resource uses that are required by the Goal, are impracticable, while the latter necessitates a finding that not merely resource uses, but all other rural uses, are impracticable.” *Curry County*, 301 Or 447 at 485.

“1000 Friends’ three-acre rule proposes a larger lot size than LCDC and LUBA have considered as possibly urban in most cases; it also makes no allowance for considering other factors which LCDC and LUBA have treated as important, such as the size of the area, its proximity to acknowledged UGBs, and the types and levels of services which must be provided to it. LCDC’s lawyer stated at oral argument that ‘because of the varying density of urban fabric you’ll find in the State of Oregon, it’s virtually

1 impossible to draw a line and say, one-acre lots are urban, two-acre
2 lots are rural.” *Curry County*, 301 Or 447 at 505-506.

3 LUBA summarized the *Curry County* factors and applied them to a
4 residential development proposal outside of a UGB in *Oregon Shores*
5 *Conservation Coalition*:

6 “(a) the size of the area in relationship to the developed use
7 (density); (b) its proximity to an acknowledged UGB and whether
8 the proposed use is likely to become a magnet attracting people
9 from outside the rural area; and (c) the types and levels of services
10 which must be provided to it.” *Oregon Shores Conservation*
11 *Coalition v. Coos County*, 55 Or LUBA 545, 550 (2008).

12 *See also Columbia Riverkeeper v. Clatsop County*, 61 Or LUBA 240, 243
13 (2010); *1000 Friends of Oregon v. Josephine County (“Marvin II”)*, __ Or
14 LUBA __, slip op at 9 (LUBA No. 2021-116, June 2, 2022) (“an exception to
15 Goal 14 would only be required if the factors discussed in [*Curry County*] make
16 such an exception necessary. Those factors include lot size, density, proximity
17 to urban growth boundaries, and services that will be needed for the residential
18 development.”). (internal citations omitted)

19 The Court of Appeals recently held that Goal 14 prohibits county land
20 use decisions that authorize rezoning of rural lands to allow increased
21 residential density. *Clackamas County*, 335 Or App 205 (2024). That case
22 largely dealt with “rural residential areas,” defined and regulated by OAR 660-
23 004-0040. Importantly, it also clarified that prior acknowledgment of a

1 comprehensive plan by LCDC does not insulate a county from the requirement
2 that future amendments to a county's land use regulations must independently
3 comply with the Goals and any other relevant state law. *Clackamas County*,
4 335 Or App at 223.

5 Together, these cases (*Curry County, Oregon Shores Conservation*
6 *Coalition, Columbia Riverkeeper, Marvin II, and Clackamas County*) provide
7 that Goal 14 applies to plan amendments affecting rural land, that counties must
8 apply the factors derived from *Curry County* to development proposals outside
9 a UGB to determine whether Goal 14 is met, and that prior acknowledgment of
10 a comprehensive plan by LCDC does not insulate a county from the
11 requirement that future comprehensive plans or amendments to a county's land
12 use regulations must independently comply with Goal 14.

13 Here, the decision, via Policy 3.3.6.a, fails to ensure that plan
14 amendments authorized by that policy will apply the *Curry County* factors to
15 show compliance with Goal 14. The absence of any requirement in the DCCP
16 or DCC to show that conversions of Agricultural or Forest land under Policy
17 3.3.6.a do not urbanize rural land violates *Curry County* and Goal 14.

18 As discussed below, past experience shows that compliance with Goal 14
19 has not been required for PAPAs authorized under the County's prior

1 comprehensive plan, which included the same language as the new DCCP's
2 Policy 3.3.6.a. The new DCCP, at Policy 3.3.6.a, violates Goal 14 by not
3 ensuring that compliance with Goal 14 must be shown for the plan amendments
4 that Policy enables.

5 **2. Second sub-assignment of error: The decision violates Goal 14**
6 **by allowing the unlimited rezoning of rural Agricultural and**
7 **Forest lands without Goal 14 review.**

8 The decision here repeals the County's former comprehensive plan in its
9 entirety and replaces it with a new DCCP. App. 1, Rec. 24. In the new DCCP,
10 the County adopts Policy 3.3.6.a, which allows plan and zoning map
11 amendments for individual Agricultural parcels:

12 "Allow comprehensive plan and zoning map amendments,
13 including for those that qualify as non-resource land, for individual
14 EFU parcels as allowed by State Statute, Oregon Administrative
15 Rules and this Comprehensive Plan." (App. 38, Rec. 61)

16 This policy violates Goal 14. This policy may be interpreted to mean,
17 and has in fact been interpreted to mean, that the County may amend the plan
18 designation and zoning of individual properties but without analyzing those
19 decisions for compliance with Goal 14, because other properties zoned with the
20 County's residential and Rural Industrial zones have been previously
21 acknowledged as compliant with the Goals, including Goal 14. However, a
22 "zoning map change [is] an amendment of a land use regulation; thus, it [is]

1 subject to the requirements for a plan amendment, including evaluation under
2 the goals.” *Clackamas County*, 335 Or App at 222. That the current decision
3 does not actually amend the plan designation of any property is immaterial; it is
4 Policy 3.3.6.a that enables all future plan and zoning map amendments.

5 Recent plan amendment decisions by Deschutes County have evaded
6 Goal 14 review on the grounds that the County’s comprehensive plan and
7 zoning ordinance had been acknowledged as in compliance with Goal 14. For
8 example, in 2023 LUBA relied on past acknowledgment of the County’s
9 comprehensive plan, which included similar policies allowing comprehensive
10 plan and zoning map amendments for individual EFU parcels, as sufficient to
11 forego site-specific Goal 14 analysis for a decision that rezoned a 710-acre
12 Agricultural property for residential use:

13 “[T]he board of commissioners did not err in relying on DLCD’s
14 acknowledgment of the 2016 amendments and in concluding that it
15 was not necessary to conduct a site-specific analysis for
16 compliance with Goal 14.” *Central Oregon LandWatch v.*
17 *Deschutes County (“710 Properties”)*, __ Or LUBA __, slip op at
18 36 (LUBA No. 2023-006, July 28, 2023), *aff’d*, 330 Or App 321
19 (2024).

20 Similarly, LUBA has relied on past acknowledgment of DCCP policies
21 allowing comprehensive plan and zoning map amendments of individual EFU

properties was sufficient to forego site-specific Goal 14 analysis for a decision that rezoned a 20-acre EFU property for industrial use:

“We conclude that the county correctly determined that the policies and provisions of the DCCP and DCC that apply to the RI zone are independently sufficient to demonstrate that PAPAs that apply the RI plan designation and zone to rural land are consistent with Goal 14 and that uses and development permitted pursuant to those acknowledged provisions constitute rural uses, do not constitute urban uses, and maintain the land as rural land.” *Aceti V*, slip op at 8.

In yet another case, LUBA found that the County may forego a site-specific Goal 14 analysis for a decision that rezoned another 20-acre EFU property for industrial use because of existing comprehensive plan policies and land use regulations:

“For the reasons set out in *Aceti V*, we conclude that the county was entitled to rely on its acknowledged RI zone to ensure compliance with Goal 14, and we do not address this element of the assignment of error further.” *Central Oregon LandWatch v. Deschutes County (“LBNW LLC”)*, __ Or LUBA __, slip op at 12 (LUBA No. 2023-008, April 24, 2023).

All three of these cases relied on comprehensive plan policies similar to those included in the new DCCP. We reiterate, though, that those former plan policies were repealed, and the new DCCP is unacknowledged. App. 1, Rec. 24.

In *Clackamas County*, LUBA and the Court of Appeals addressed the applicability of Goal 14 to a proposal to upzone a rural residential-zoned

1 property to a different county zone that allowed a higher density. *Clackamas*
2 *County*, 335 Or App at 207. Even when the comprehensive plan designation of
3 land would not change, but the zoning would, LUBA and the Court concluded
4 that “Goal 14 is intended to apply also to zoning map changes that increase
5 density.” *Id.* at 221.

6 This holding from *Clackamas County* stands in contrast with the three
7 Deschutes County PAPA decisions cited above (*710 Properties*, *Aceti V*, and
8 *LBNW LLC*) that have redesignated and rezoned Agricultural land for higher-
9 density uses but have found that a site-specific analysis is unnecessary to show
10 compliance with Goal 14.

11 The new DCCP violates Goal 14 by allowing unlimited conversion of
12 Agricultural and Forest lands to residential, industrial, and commercial uses
13 without any Goal 14 review. Goal 14’s prohibition on urbanizing rural land
14 requires site-specific inquiries. The County’s decision adopting Policy 3.3.6.a
15 into the new DCCP violates Goal 14 by not requiring such site-specific
16 analyses. The result is a plan that allows unplanned, disorderly, and inefficient
17 siting of residential, industrial, and commercial uses both in far-flung corners of
18 the County and near UGBs. Under the new DCCP, these conversions of
19 Agricultural and Forest land can occur without any future inquiry into the

1 factors for urbanization of rural land from *Curry County. 710 Properties*, __ Or
2 LUBA __, slip op at 36.

3 In these previous Deschutes County decisions, LUBA and the Courts
4 have held that redesignating and rezoning individual farm properties to the
5 County's RREA plan designation and RR and MUA zone did not violate Goal
6 14's prohibition on urbanizing rural lands. In this appeal of the DCCP policies
7 that authorize all such conversions, LandWatch asserts that unlimited
8 redesignating and rezoning individual farm properties to the County's RREA
9 plan designation and RR and MUA zone does violate Goal 14. At the County's
10 current rate of conversion – around 3,000 acres spread across 24 individual
11 Agricultural-designated properties have been rezoned, or are pending rezoning,
12 to residential and industrial use in the past 15 years – 50, 100, or 500 properties
13 could be rezoned in the coming years. Redesignating and rezoning 100
14 additional properties, assuming each is 80 acres in size, would convert 8,000
15 acres of Agricultural and Forest lands to residential, industrial, or commercial
16 uses. Assuming a 10-acre minimum lot size, this could allow 800 new
17 dwellings and/or industrial or commercial uses on the County's rural lands.
18 Allowing this level of new residential, industrial, and commercial development
19 scattershot throughout the County violates Goal 14.

Goal 14 is “[t]o provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.” As explained in the fifth subassignment of error, *infra*, the residential zones (MUA and RR) allowed by Policy 3.3.6.a include conversion to planned developments with urban-scale minimum lot sizes. Petitioner asserts that Goal 14, which mandates “an orderly and efficient transition from rural to urban land use,” imposes a limit on the amount of unplanned residential and industrial sprawl a county may allow. The recently-adopted DCCP surpasses that limit by allowing unlimited residential and industrial sprawl, without any regard to where or how much such sprawl is allowed.

The decisions in *710 Properties*, *Aceti V*, and *LBNW LLC* cited above found that no site-specific Goal 14 inquiry need be made for a quasi-judicial PAPA application that rezones individual Agricultural-designated properties. In each case, LUBA held that prior acknowledgment of the County’s comprehensive plan as compliant with Goal 14 was sufficient to ensure that PAPAs would comply with Goal 14. In other words, LUBA held that the only opportunity to challenge Goal 14 compliance of a decision that converts

Agricultural land to residential or industrial use is upon comprehensive plan or zoning ordinance adoption and acknowledgment. Petitioner makes such a challenge now in the current appeal. The County's decision here adopting a new DCCP, which includes policies allowing the piecemeal and unlimited upzoning of lands currently protected by Goal 3 and Goal 4, violates Goal 14.

Unless the County's new comprehensive plan is remanded directing the County to limit the proliferation of new residential, industrial, and commercial uses throughout the County, Goal 14 review will continue to be evaded. The Oregon Supreme Court in *Curry County* made clear that Goal 14 review of uses located outside UGBs requires inquiries into both locational (where in relation to UGBs) and intensity (density of development, number of employees, reliance on public services and infrastructure, etc.) factors. The County's new comprehensive plan violates Goal 14 by failing to include any policies requiring such review for future PAPAs.

3. Third sub-assignment of error: The decision violates Goal 14 by allowing future conversion of Agricultural and Forest lands to residential uses without any locational inquiry.

The locational component of Goal 14 was first articulated in *Curry County*, where the Oregon Supreme Court discussed lot size, density, "proximity to acknowledged UGBs," and types and levels of services and

1 infrastructure as relevant to the Goal 14 inquiry. *Curry County*, 301 Or at 505.

2 The Court wrote: “LCDC says that ‘what is urban will depend greatly on the
3 locale and the factual situation at a specific site[.]’ We agree with LCDC that
4 what is ‘urban’ depends heavily on the context[.]” *Id.* at 504 n33.

5 LUBA later clarified the site-specific nature of the Goal 14 inquiry in
6 *Doob v. Josephine County*, where LUBA found that the Supreme Court’s
7 holding in *Curry County* means that PAPAs on rural lands require a site-
8 specific analysis to determine compliance with Goal 14:

9 “[A] determination that a decision does not allow urban uses must
10 address the relevant site-specific factors identified in *Curry*
11 *County*. These include the location of the use relative to urban
12 growth boundaries and availability of urban services. *Curry*
13 *County*, 301 Or at 505, 508-511. Neither parcel size nor the
14 presence (or absence) of urban services such as public water and
15 sewer is necessarily determinative. The county may not simply rely
16 on the acknowledged status of its zoning ordinance if the ordinance
17 and acknowledgment order do not establish a determination by
18 LCDC that zoning at one-acre density complies with Goal 14
19 regardless of where it may be sited.” *Doob v. Josephine County*, 32
20 Or LUBA 376, 381 (1997) (citing *Shaffer v. Jackson County*, 16
21 Or LUBA 871, 874 (1988).

22 Goal 14 requires a site-specific analysis, which is especially evident in
23 the factor requiring an examination of a property’s proximity to a UGB. Policy
24 3.3.6.a in the County’s new DCCP does exactly what *Doob* prohibits: it allows
25 the County to rely on the acknowledged status of its zoning ordinance to assert

that rezoning EFU- and Forest-zoned land throughout the county does not violate Goal 14. This lack of a locational inquiry in Agricultural and Forest land conversions that the DCCP authorizes is a misinterpretation and misapplication of Goal 14, *Curry County*, and *Doob*.

4. Fourth sub-assignment of error: The MUA and RR zones were created to apply to exception lands and facilitate specific land uses for which goal exceptions were taken, and the decision's extension of those zones to non-exception areas absent new goal exceptions violates Goal 14 and OAR 660-004-0018.

The County created its Rural Residential Exception Area plan designation when it adopted its first comprehensive plan in 1979:

“During the preparation of the 1979 Comprehensive Plan it was apparent that many rural lands had already received substantial development and were committed to non-resource uses. Areas were examined and identified where Goal 3 and 4 exceptions were taken. At this time exceptions to Goals 11 and 14 were not required. The total area excepted was 41,556 acres. These lands were residentially developed, committed to development or needed for rural service centers.” (App. 167, Rec. 190 (DCCP at E-41))

The County applied its Rural Residential (RR) and Multiple Use Agricultural (MUA) zones to the RREA plan designation, created in 1979. Land in the RREA plan designation and MUA and RR zones were areas where “previously built” and “irrevocably committed” exceptions to the Goals were taken upon acknowledgment of the County’s first comprehensive plan. App. 167, Rec. 190. The uses allowed in these zones were tailored to allow the

1 continuation of land uses already in existence on those exception lands,
2 pursuant to OAR 660-004-0018(1) (“Physically developed or irrevocably
3 committed exceptions [..] are intended to recognize and allow continuation of
4 existing types of development in the exception area.”).

5 New DCCP Policy 3.3.6.a allows the MUA and RR zones to be applied
6 to lands not subject to goal exceptions, permitting all the uses allowed in those
7 zones to occur without justifying new goal exceptions. Although the MUA and
8 RR zones were previously acknowledged to properly implement the goal
9 exceptions taken for the County’s “previously built” and “irrevocably
10 committed” residential areas, which comprised 41,556 acres, App. 167, Rec.
11 190, it does not follow that the MUA and RR zones do not urbanize rural land
12 in violation of Goal 14 when applied to areas not subject to “previously built”
13 and “irrevocably committed” goal exceptions. Allowing the expansion of uses
14 for which goal exceptions have been taken to lands where no goal exception has
15 been taken violates Goal 14 and OAR 660-004-0018.

16 OAR 660-004-0018(1) explains how planning and zoning for goal
17 exception areas is limited to allowing continuation of existing types of
18 development exclusively in the exception area:

19 “Exceptions to one goal or a portion of one goal do not relieve a
20 jurisdiction from remaining goal requirements and do not authorize

1 uses, densities, public facilities and services, or activities other
 2 than those recognized or justified by the applicable exception.
 3 Physically developed or irrevocably committed exceptions
 4 under OAR 660-004-0025 and 660-004-0028 and 660-014-
 5 0030 are intended to recognize and allow continuation of existing
 6 types of development in the exception area. Adoption of plan and
 7 zoning provisions that would allow changes in existing types of
 8 uses, densities, or services requires the application of the standards
 9 outlined in this rule.”

10 At OAR 660-004-0018(2), the rule limits residential uses allowed in exception
 11 areas:

12 “(2) For ‘physically developed’ and ‘irrevocably committed’
 13 exceptions to goals, residential plan and zone designations shall
 14 authorize a single numeric minimum lot size and all plan and zone
 15 designations shall limit uses, density, and public facilities and
 16 services to those that satisfy (a) or (b) or (c) and, if applicable, (d):
 17 (a) That are the same as the existing land uses on the
 18 exception site;
 19 (b) That meet the following requirements:
 20 (A) The rural uses, density, and public facilities and
 21 services will maintain the land as ‘Rural Land’ as
 22 defined by the goals, and are consistent with all other
 23 applicable goal requirements;
 24 (B) The rural uses, density, and public facilities and
 25 services will not commit adjacent or nearby resource
 26 land to uses not allowed by the applicable goal as
 27 described in OAR 660-004-0028; and
 28 (C) The rural uses, density, and public facilities and
 29 services are compatible with adjacent or nearby
 30 resource uses[.]”

31 OAR 660-004-0018(2)(a) requires that “residential plan and zone designations”
 32 shall authorize land uses “that are the same as the existing land uses **on the**
 33 **exception site.**” (emphasis added)

1 LUBA has repeatedly held that local governments may not authorize new
2 land uses in goal exception areas that vary from the land uses for which Goal
3 exceptions were taken, and may not extend zones created to facilitate goal
4 exceptions to new lands absent a new goal exception. *Geaney v. Coos County*,
5 34 Or LUBA 189, 200 (1998) (redesignating and rezoning land for commercial
6 uses without taking a new goal exception violates Goal 14 and OAR 660-004-
7 0018(2)(c)); *DLCD v. Klamath County*, 40 Or LUBA 221, 227 (2001) (that a
8 zone has been applied to rural property and acknowledged does not mean that
9 zone can be applied to any rural property in the future without allowing an
10 urban use in violation of Goal 14); *Doty v. Coos County*, 42 Or LUBA 103, 115
11 (2002) (“The acknowledgment of a zone as being generally in compliance with
12 the goals does not *ipso facto* mean that all uses that may be approved under that
13 zone are necessarily rural in nature.”); *Hood River Valley Residents Committee*
14 *v. Hood River County*, __ Or LUBA __ (LUBA No. 2017-014, June 29, 2017)
15 (holding that a prior goal exception to permit an industrial use on land protected
16 by Goal 4 did not permit a new commercial use absent a new exception to Goal
17 14).

18 Here, new DCCP Policy 3.3.6.a allows all of the uses of the RR and
19 MUA zones to be applied to unlimited acres of new lands without taking new

1 exceptions to Goal 14. OAR 660-004-0018 and *Geaney*, 34 Or LUBA at 200,
2 disallow extending the RR and MUA zones to new lands absent new goal
3 exceptions.

4 **5. Fifth sub-assignment of error: The decision violates Goal 14 by**
5 **allowing the application of the County’s MUA and RR zones to**
6 **lands designated Agricultural and Forest.**

7 The two residential zones that DCCP Policy 3.3.6.a allows to be applied
8 to lands designated Agricultural and Forest are the MUA and RR zones.

9 Policies similar to Policies 3.3.6.a may have existed in the County’s prior
10 comprehensive plan, which was acknowledged by DLCD. But, again, the
11 ordinance adopting the County’s new DCCP ordains that “[t]he 2010 Deschutes
12 County Comprehensive Plan, adopted by Ordinance 2011-003, is repealed and
13 replaced with the 2040 Deschutes County Comprehensive Plan[.]” App. 1, Rec.
14 24. With the former plan entirely repealed and replaced, the entirety of the new
15 plan must satisfy ORS 197.175(2)(a) and ORS 197.835(6), both of which
16 require comprehensive plans to be in compliance with the goals. The new
17 DCCP is not “acknowledged.” ORS 197.625(1)(b). The entirety of the new
18 DCCP must be acknowledged as in compliance with the Goals, notwithstanding
19 any prior acknowledgment of the prior comprehensive plan.

1 Further, the Deschutes County Code (DCC) cannot conflict with the
2 DCCP; in other words, any section of the DCC that is not authorized by an
3 acknowledged DCCP or that conflicts with the DCCP is invalid. *Baker v. City*
4 *of Milwaukie*, 271 Or 500, 514, 533 P2d 772, 779 (1975) (“[W]e conclude that
5 a comprehensive plan is the controlling land use planning instrument for a city.

6 **Upon passage of a comprehensive plan a city assumes a responsibility to**
7 **effectuate that plan and conform prior conflicting zoning ordinances to it.**

8 We further hold that the zoning decisions of a city must be in accord with that
9 plan and a zoning ordinance which allows a more intensive use than that
10 prescribed in the plan must fail.”) (emphasis added). The seminal Oregon land
11 use case *Baker v. City of Milwaukie* is directly applicable here, as it requires
12 local governments to conform zoning codes to newly-adopted comprehensive
13 plans. *Id.*

14 In challenging Deschutes County’s newly-adopted comprehensive plan,
15 we implicitly also challenge the County’s MUA and RR zones which the Plan
16 effectuates. However, this appeal is not a collateral attack on the MUA and RR
17 zones; it is an attack on the new DCCP that authorizes those zones’ application
18 to Agricultural and Forest lands converted to nonresource lands.

Deschutes County implements its Rural Residential Exception Area (RREA) plan designation through two zones, the MUA zone and the RR zone. The minimum lot size of the MUA zone is 10 acres, except that the DCC allows a “five-acre minimum lot size or equivalent density” in the MUA zone when a property is within one mile of a UGB:

“The minimum lot size shall be 10 acres, except planned and cluster developments shall be allowed an equivalent density of one unit per seven and one-half acres and planned and cluster developments within one mile of an acknowledged urban growth boundary shall be allowed a five acre minimum lot size or equivalent density.” (DCC 18.32.040(A)) (emphasis added)

The RR zone also has a minimum lot size of 10 acres, and the DCC also allows a “five-acre minimum lot size or equivalent density” when property is within one mile of a UGB in the RR zone:

“Minimum lot size shall be 10 acres, except planned and cluster developments shall be allowed an equivalent density of one unit per 7.5 acres. Planned and cluster developments within one mile of an acknowledged urban growth boundary shall be allowed a five-acre minimum lot size or equivalent density. For parcels separated by new arterial rights of way, an exemption shall be granted pursuant to DCC 18.120.020.” (DCC 18.60.060(C))

For both the MUA and RR zones, a density of one dwelling unit per five acres is allowed within one mile of a UGB.

Both the MUA and RR zones conditionally allow cluster developments.

DCC 18.32.030(P), DCC 18.60.030(F). In a cluster development, the minimum

lot size for residential dwellings in both the MUA and RR zone is two acres,
with a maximum of three acres:

“The area not dedicated to open space or common use may be
platted as residential dwelling lots or parcels that are a minimum of
two acres and a maximum of three acres in size. Their use shall be
restricted to single-family use. Single-family use may include
accessory uses and County authorized home occupations. Uses
permitted in the open space area may include the management of
natural resources, trail systems or other outdoor uses that are
consistent with the character of the natural landscape.” (DCC
18.128.200(B)(2))

Both the MUA and RR zones also conditionally allow planned
developments. DCC 18.32.030(O), DCC 18.60.030(E). In a planned
development in both the MUA and RR zones, there is no minimum lot size:

“The minimum lot area, width, frontage and yard requirements
otherwise applying to individual buildings in the zone in which a
planned development is proposed do not apply within a planned
development. An equivalent overall density factor may be utilized
in lieu of the appropriate minimum lot area.” (DCC
18.128.210(D)(3))

A county zone with “no minimum parcel size” in planned developments
allows residential “densities that clearly could be inconsistent with Goal 14.”

Wood v. Crook County, 49 Or LUBA 682, 693 (2005). Deschutes County’s

MUA and RR zones impose no minimum lots sizes for planned developments.

DCC 18.128.210(D)(3). The new DCCP at Policy 3.3.6.a allows these zones to
be applied to new lands without taking exceptions to Goal 14. The DCCP, as

1 implemented by the MUA and RR zones, is inconsistent with Goal 14. *Wood*,
2 49 Or LUBA at 693.

3 The MUA and RR zones' allowance of planned developments with lot
4 sizes lower than the minimum lot size of the zones, which is 10 acres,
5 authorizes an urban level of density. This is precisely the conclusion of LUBA
6 in *Marvin II*, slip op at 9:

7 "Because the JCC allows the creation of PUDs with lot sizes lower
8 than the zone minimum lot size and the board of commissioners
9 relied on the ability to form PUDs to meet applicable criteria,
10 petitioners argue that there is not substantial evidence in the record
11 that density will not be at an urban level. We agree."

12 Nearly the same was found in *Doob v. Josephine County*, 32 Or LUBA 364,
13 373-374 (1997) (rural residential zone that only limits the number of lots but
14 does not impose minimum lot sizes is insufficient to show compliance with
15 Goal 14). The new DCCP at Policy 3.3.6.a allows these zones to be applied to
16 new lands without taking exceptions to Goal 14. The DCCP, as implemented
17 by the MUA and RR zones, is inconsistent with Goal 14. *Marvin II*, slip op at
18 9.

19 Aside from densities and minimum lot sizes, the new DCCP at Policy
20 3.3.6.a allows conversion of Agricultural and Forest lands to the RREA plan
21 designation and its MUA and RR zones in close proximity to UGBs. History

1 shows that the County will rezone Agricultural-designated properties to these
2 zones for lands adjacent to UGBs. *Central Oregon LandWatch v. Deschutes*
3 *County* (“*Marken*”), ___ Or LUBA ___ (LUBA No. 2023-049, February 15,
4 2024). Proximity to UGBs is one of the *Curry County* factors. *Doob*, 32 Or
5 LUBA at 381; *Oregon Shores Conservation Coalition*, 55 Or LUBA at 550. As
6 described above, the MUA and RR zones specifically allow an increased
7 density of residential development, and smaller lot sizes, when within close
8 proximity (1 mile) to a UGB. New DCCP Policy 3.3.6.a violates Goal 14 by
9 failing to require any consideration of proximity to a UGB when rezoning
10 Agricultural and Forest lands to the MUA and RR zones.

11 Policy 3.3.6.a of the new DCCP authorizes redesignating and rezoning
12 Agricultural and Forest lands to the MUA and RR zones. The closer those
13 zones are to UGBs, the more likely their residents will also rely on urban public
14 services and infrastructure. The “types and levels of services,” *Oregon Shores*,
15 55 Or LUBA at 550, that would be provided to residents of properties converted
16 to RREA under Policy 3.3.6.a would nearly all be from urban service providers,
17 especially when within one mile of a UGB. Future residents of such lands
18 would drive on urban roads, attend urban schools, ride urban public transit, visit
19 urban libraries, use urban healthcare services, rely on urban public safety

services, and patronize urban commercial services. Any new development in the MUA and RR zones near UGBs will undoubtedly rely on a variety of urban services, becoming essentially an extension of urban populations, but existing outside UGBs and outside acknowledged exception areas. Policy 3.3.6.a frustrates the effectiveness of Deschutes County's UGBs, which also violates Goal 14.

V. SECOND ASSIGNMENT OF ERROR

The decision at Policies 9.2.1-9.3.15 violates Goal 14 by allowing unlimited conversion of rural Agricultural- and Forest-designated lands to commercial and industrial uses.

A. PRESERVATION OF ERROR

See the Preservation of Error for the First Assignment of Error.

Petitioner raised below that DCCP Policies 9.2.1-9.3.15 would violate state law by allowing unlimited rezoning of farmland for industrial and commercial uses. Rec. 969-971, 4393-4397, 4401.

B. LEGAL STANDARDS OF REVIEW

See the Standards of Review under the First Assignment of Error.

C. ARGUMENT

In addition to Policy 3.3.6.a, the subject of Petitioner's First Assignment of Error, the decision adopts policies into the new DCCP that allow unlimited redesignation and rezoning land designated Agriculture and Forest and zoned

1 Exclusive Farm Use and Forest to industrial and commercial uses. The new
 2 DCCP adopts several goals and policies that allow and support the unlimited
 3 siting of new industrial and commercial uses throughout the rural county:

4 “Goal 9.2: Support creation and continuation of rural commercial
 5 areas that support rural communities while not adversely affecting
 6 nearby agricultural and forest uses.” (App. 85, Rec. 108)

7 “Policy 9.2.1: Allow for new Rural Commercial zoning
 8 designations if otherwise allowed by Oregon Revised Statute,
 9 Administrative Rule, and this Comprehensive Plan.” (App. 85,
 10 Rec. 108)

11 “Goal 9.3: Support the creation and continuation of rural industrial
 12 areas that support rural communities while not adversely affecting
 13 nearby agricultural and forest uses.” (App. 86, Rec. 109)

14 “Policy 9.3.2. To assure that urban uses are not permitted on rural
 15 industrial lands, land use regulations in the Rural Industrial zones
 16 shall ensure that the uses allowed are less intensive than those
 17 allowed for unincorporated communities in OAR 660-22 or any
 18 successor.” (App. 86, Rec. 109)

19 “Policy 9.3.15: Properties for which a property owner has
 20 demonstrated that Goals 3 and 4 do not apply may be considered
 21 for Rural Industrial designation as allowed by State Statute,
 22 Oregon Administrative rules and this Comprehensive Plan. Rural
 23 Industrial zoning shall be applied to a new property that is
 24 approved for the Rural Industrial Plan designation.” (App. 87,
 25 Rec. 110)

26 Similarly to Policy 3.3.6.a, the decision’s findings in response to Goal 14 offer
 27 no findings supporting whether these policies comply with Goal 14. App. 199-

200, Rec. 222-223. Interestingly, the findings do discuss these policies in response to Goal 9: Economic Development:

“Policies 9.2.1-9.3.15 are retained from the 2011/1979 Plan. These policies govern existing Rural Commercial and Rural Industrial designated properties. These properties were previously evaluated under OAR 660-023 and determined to have pre-existing commercial or industrial uses that do not fit into any of the unincorporated community categories.” (App. 196, Rec. 219)

In this finding, the County accurately describes how most of its Rural Industrial and Rural Commercial lands are subject to “previously built” and “irrevocably committed” goal exceptions, and the County’s RI and RC zones were developed to allow the continuation of those uses on exception lands. These findings are inadequate, however, to justify what Policies 9.2.1-9.3.15 actually allow, which is the unlimited application of the RI and RC zones to Agricultural and Forest lands across the County without taking new goal exceptions.

Similar to the First Assignment of Error, Petitioner asserts five subassignments of error below, each independently arguing that Policies 9.2.1-9.3.15 violate Goal 14. Several of these subassignments are similar to the subassignments argued in the First Assignment of Error, but with meaningful distinctions applicable to Policies 9.2.1-9.3.15 that specifically authorize industrial and commercial uses on lands designated Agriculture and Forest.

1 **1. First sub-assignment of error: The decision violates Goal 14 by**
 2 **not ensuring that future PAPA decisions will comply with Goal**
 3 **14 as required by the *Curry County* decision.**

4 Petitioner incorporates by reference the entire First sub-assignment of
 5 error of the First Assignment of Error, *supra*, as applied to Policies 9.2.1-9.3.15.

6 Just as Policy 3.3.6.a violates Goal 14 by not ensuring that compliance
 7 with Goal 14 must be shown for plan amendments that redesignate resource
 8 land to rural residential uses, Policies 9.2.1-9.3.15 violate Goal 14 by not
 9 ensuring that compliance with Goal 14 must be shown for plan amendments
 10 that redesignate resource land to industrial and commercial uses.

11 **2. Second sub-assignment of error: The decision violates Goal 14**
 12 **by allowing the unlimited rezoning of rural Agricultural and**
 13 **Forest lands without Goal 14 review.**

14 Petitioner incorporates by reference the entire First sub-assignment of
 15 error of the First Assignment of Error, *supra*, as applied to Policies 9.2.1-9.3.15.

16 Just as Policy 3.3.6.a allows unlimited rezoning of “EFU” lands to rural
 17 residential uses, Policy 9.3.15 allows unlimited redesignation of lands currently
 18 designated under “Goals 3 and 4” to industrial uses:

19 “Policy 9.3.15: Properties for which a property owner has
 20 demonstrated that Goals 3 and 4 do not apply may be considered
 21 for Rural Industrial designation as allowed by State Statute,
 22 Oregon Administrative rules and this Comprehensive Plan. Rural
 23 Industrial zoning shall be applied to a new property that is
 24 approved for the Rural Industrial Plan designation.” (App. 87,
 25 Rec. 110)

LUBA has found that past acknowledgment of DCCP policies allowing comprehensive plan and zoning map amendments of individual EFU properties was sufficient to forego site-specific Goal 14 analysis for a decision that rezoned a 20-acre EFU property for industrial use:

“We conclude that the county correctly determined that the policies and provisions of the DCCP and DCC that apply to the RI zone are independently sufficient to demonstrate that PAPAs that apply the RI plan designation and zone to rural land are consistent with Goal 14 and that uses and development permitted pursuant to those acknowledged provisions constitute rural uses, do not constitute urban uses, and maintain the land as rural land.” *Aceti V*, slip op at 8.

In another case, LUBA found that the County may forego a site-specific Goal 14 analysis for a decision that rezoned another 20-acre EFU property for industrial use because of existing comprehensive plan policies and land use regulations:

“For the reasons set out in *Aceti V*, we conclude that the county was entitled to rely on its acknowledged RI zone to ensure compliance with Goal 14, and we do not address this element of the assignment of error further.” *LBNW LLC*, slip op at 12.

Goal 14’s prohibition on urbanizing rural land requires site-specific and locational inquiries. The County’s decision to adopt Policies 9.2.1-9.3.15 violates Goal 14 by including policies that allow unlimited rezoning of Agricultural and Forest lands but without requiring such site-specific Goal 14 analyses. The result is a plan that allows unplanned, disorderly, and inefficient

1 siting of industrial and commercial uses both in far-flung corners of the County
2 and near UGBs. Under the new DCCP, these conversions of Agricultural and
3 Forest land can occur without any future inquiry into the factors for
4 urbanization of rural land from *Curry County* and LUBA's decision in *Shaffer*
5 *v. Jackson County*, 17 Or LUBA 922, 928 (1989).

6 Just as we argue in the Second sub-assignment to the First Assignment of
7 Error, *supra*, the new DCCP violates Goal 14's "orderly and efficient transition
8 from rural to urban land use" by allowing unlimited industrial and commercial
9 sprawl, without any regard to where or how much such sprawl is allowed. The
10 decisions in *Aceti V* and *LBNW LLC* found that no site-specific Goal 14 inquiry
11 need be made for a quasi-judicial PAPA application rezones individual EFU-
12 zoned properties to industrial use. In both cases, LUBA held that the County
13 could rely on its acknowledged comprehensive plan and zoning ordinance to
14 satisfy Goal 14.

15 Petitioner challenges the unacknowledged new DCCP now. Goal 14
16 requires "orderly and efficient transition from rural to urban land use," and
17 Policies 9.2.1-9.3.15 fail to ensure such a transition by authorizing unlimited
18 and haphazard industrial and commercial uses throughout the county. With two
19 haphazard conversions already recently completed (*see Aceti V* and *LBNW*

1 *LLC*), and with others pending locally, it is not unreasonable to assume that
 2 Policies 9.2.1-9.3.15 will enable many more haphazard rezonings of
 3 Agricultural and Forest land to industrial and commercial uses. The County's
 4 new comprehensive plan violates Goal 14 by failing to include any policies
 5 requiring site-specific Goal 14 review for future PAPAs requesting rezoning to
 6 industrial and commercial uses.

7 **3. Third sub-assignment of error: The decision violates Goal 14**
 8 **by allowing future conversion of Agricultural and Forest lands**
 9 **to industrial and commercial uses without any locational**
 10 **inquiry.**

11 Petitioner incorporates by reference the entire Third sub-assignment of
 12 error of the First Assignment of Error, *supra*, as applied to Policies 9.2.1-9.3.15.

13 Three years after the *Curry County* decision, LUBA described the *Curry*
 14 *County* factor test for determining whether a decision converts rural land to
 15 urban industrial uses in violation of Goal 14 in *Shaffer v. Jackson County*, 17
 16 Or LUBA 922, 928 (1989):

17 “Under the Supreme Court's decision in [*Curry County*], it may
 18 well be there is nothing inherently rural or urban about residential,
 19 commercial, industrial or other types of uses. Rather there are
 20 merely a number of relevant factors to be considered, such
 21 as parcel size, intensity of use, necessity for urban facilities **and**
 22 **proximity to a UGB.**” (emphasis added)

In that same decision, LUBA declared a number of other factors that must be considered when determining whether a particular land use offends Goal 14's prohibition on siting urban industrial uses on rural lands:

“(1) relevant characteristics of the proposed use (such as number of employees, noise, odor, dust and other pollutants emitted, associated traffic); (2) the ultimate use of the products of the proposed use (e.g., whether for urban or rural uses, and in what proportions); (3) **the characteristics of urban development in nearby UGBs**; (4) **where other similar uses in the county are located**; and (5) **whether there is a practical necessity to locate the proposed use in the rural area, close to a site specific resource.**” *Shaffer*, 17 Or LUBA at 946. (emphasis added)

The *Shaffer* case, which concerned a Goal 14 challenge to a decision that allowed industrial uses on rural lands, confirmed that Goal 14 requires a locational inquiry. The decision here, through Policies 9.2.1-9.3.15, allows the siting of new industrial and commercial uses on Agricultural and Forest lands without any site-specific or locational analysis. Addressing a property's proximity to a UGB, the characteristics of urban development in nearby UGBs, where other similar uses in the county are located, and whether there is a practical necessity to locate the proposed use in the rural area close to a site-specific resource, *Shaffer*, 17 Or LUBA at 946, all depend on where a property is located. A county may not rely on the acknowledged status of its zoning ordinance to assert that rezoning EFU- and Forest-zoned land throughout the

1 county to industrial and commercial uses does not violate Goal 14. *Doob*, 32
 2 Or LUBA at 381. The new DCCP, through Policies 9.2.1-9.3.15, violate Goal
 3 14 by allowing conversion of Agricultural and Forest lands to industrial and
 4 commercial uses without any locational inquiry.

5 **4. Fourth sub-assignment of error: The RI and RC zones were**
 6 **created to apply to exception lands and facilitate specific land**
 7 **uses for which goal exceptions were taken, and the decision's**
 8 **extension of those zones to non-exception areas absent new**
 9 **goal exceptions violates Goal 14 and OAR 660-004-0018.**

10 Petitioner incorporates by reference the entire Fourth sub-assignment of
 11 error of the First Assignment of Error, *supra*, as applied to Policies 9.2.1-9.3.15.

12 The County adopted its RI plan designation when it adopted its first
 13 comprehensive plan in 1979 to facilitate a handful of properties containing
 14 commercial and industrial development that predated state land use laws.
 15 *Central Oregon LandWatch v. Deschutes County ("Aceti III")*, 79 Or LUBA
 16 253, 255 (2019). The County's Rural Industrial plan designation and zoning
 17 applied to those specific exception areas. *Id.* The RI zone was amended in the
 18 early 2000s to ensure uses in the exception areas were less intensive than uses
 19 allowed in unincorporated communities following LCDC's adoption of its
 20 unincorporated communities rules. *Id.* at 256.

1 In the *Aceti V* case, LUBA found that application of the County's RI zone
2 to new lands did not violate Goal 14 because provisions of the DCCP and DCC
3 authorizing the RI zone had previously been acknowledged by LCDC as
4 allowing industrial uses less intensive than the uses allowed in unincorporated
5 communities:

6 "[C]ounty correctly determined that the policies and provisions of
7 the DCCP and DCC that apply to the RI zone are independently
8 sufficient to demonstrate that PAPAs that apply the RI plan
9 designation and zone to rural land are consistent with Goal 14 and
10 that uses and development permitted pursuant to those
11 acknowledged provisions constitute rural uses, do not constitute
12 urban uses, and maintain the land as rural land. The acknowledged
13 DCC chapter 18.100 provisions that will apply to all development
14 on the property will ensure that any allowed uses and development
15 constitute rural use of rural land, consistent with Goal 14." *Aceti*
16 *V*, slip op at 17-18.

17 Here, the new DCCP repeals and replaces the former comprehensive
18 plan. App. 1, Rec. 24. The policies and provisions of the DCCP that authorize
19 new industrial and commercial uses on Agricultural and Forest lands must be
20 shown to be compliant with Goal 14 anew. Petitioner asserts that Policies
21 9.2.1-9.3.15 violated Goal 14 by allowing the County's Rural Industrial and
22 Rural Commercial zones to be applied to additional lands without taking
23 exceptions to Goal 14.

1 Although the RI and RC zones may have been acknowledged to properly
2 implement the goal exceptions taken for the County’s “previously built” and
3 “irrevocably committed” industrial and commercial areas, it does not follow
4 that the RI and RC zones do not urbanize rural land in violation of Goal 14
5 when applied to areas not subject to “previously built” and “irrevocably
6 committed” goal exceptions. Allowing the expansion of uses for which goal
7 exceptions have been taken to lands where no goal exception has been taken
8 violates Goal 14 and OAR 660-004-0018.

9 Again, as argued in the Fourth subassignment to the First Assignment of
10 Error, *supra*, LUBA has repeatedly held that local governments may not
11 authorize new land uses in goal exception areas that vary from the land uses for
12 which Goal exceptions were taken, and may not extend zones created to
13 facilitate goal exceptions to new lands absent a new goal exception. *Geaney v.*
14 *Coos County*, 34 Or LUBA 189, 200 (1998); *DLCD v. Klamath County*, 40 Or
15 LUBA 221, 227 (2001); *Doty v. Coos County*, 42 Or LUBA 103, 115, (2002);
16 *Hood River Valley Residents Committee v. Hood River County*, __ Or LUBA __
17 (LUBA No. 2017-014, June 29, 2017).

18 The RI and RC zones were amended in the early 2000s to ensure that the
19 uses in the 1979 industrial and commercial exception areas “remain rural and

1 that the uses allowed are less intensive than those allowed in unincorporated
2 communities.” *Aceti III* at 256. A use being “less urban” than uses allowed in
3 an unincorporated community does not suffice to prove an industrial or
4 commercial use complies with Goal 14 on lands not subject to a Goal 14
5 exception. New DCCP Policies 9.2.1-9.3.15, which allow unlimited RI and RC
6 uses throughout the county, would change the legal standard for compliance
7 with Goal 14 from proof of whether a use is urban or rural, the standard set by
8 the Supreme Court in *Curry County*, to a standard of whether a use is simply
9 less urban than a use in an unincorporated community. That standard does not
10 exist in Goal 14 or in any other applicable law.

11 Moreover, this uncodified “less urban than a use in an unincorporated
12 community” rule for Goal 14 compliance is contrary to OAR 660-004-0018,
13 which limits uses in goal exception areas to the uses for which a goal exception
14 was taken. The rule makes clear that “exceptions to one goal or a portion of
15 one goal do not relieve a jurisdiction from remaining goal requirements and do
16 not authorize uses, densities, public facilities and services, or activities other
17 than those recognized or justified by the applicable exception.” OAR 660-004-
18 0018(1). “Physically developed or irrevocably committed exceptions [] are

1 intended to recognize and allow continuation of existing types of development
 2 **in the exception area.”** *Id.* (emphasis added).

3 Here, new DCCP Policies 9.2.1-9.3.15 allow all of the uses of the RI and
 4 RC zones to be applied to unlimited acres of new lands without taking new
 5 exceptions to Goal 14. OAR 660-004-0018 disallows extending the RI and RC
 6 zones to new lands absent new goal exceptions.

7 **VI. THIRD ASSIGNMENT OF ERROR**

8 **The decision violates Goal 2 by failing to provide an**
 9 **adequate factual base upon which to determine whether**
 10 **compliance with Goal 14 is achieved where the decision allows**
 11 **unlimited redesignation and rezoning of lands designated**
 12 **Agriculture and Forest to residential, industrial, and**
 13 **commercial development.**

14 **A. PRESERVATION OF ERROR**

15 See the Preservation of Error for the First and Second Assignments of
 16 Error.

17 **B. LEGAL STANDARDS OF REVIEW**

18 Legislative land use decisions must be supported by an adequate factual
 19 base. Goal 2; OAR 660-015-0000(2); *Columbia Pacific Building Trades*
 20 *Council v. City of Portland*, 289 Or App 739, 755, 412 P3d 258 (2018); *1000*
 21 *Friends of Oregon v. LCDC*, 244 Or App 239, 268 n11, 259 P3d 1021 (2011).

1 An “adequate factual base” for a legislative land use decision is
2 synonymous with the requirement that a decision be supported by substantial
3 evidence. *1000 Friends of Oregon v. LCDC*, 244 Or App at 268 n11. LUBA
4 determines if a decision is supported by substantial evidence by determining if,
5 viewing the record as a whole, a reasonable person could make the disputed
6 finding. *Restore Oregon v. City of Portland*, 301 Or App 769, 778, 458 P3d
7 703, 710 (2020); *Columbia Pacific Building Trades Council*, 289 Or App at
8 755. An order adopting a legislative land use decision must clearly and
9 precisely state what the local government found to be the facts and fully explain
10 why those facts lead it to the decision it makes. *Tides Unit v. City of Seaside*, 13
11 Or LUBA 84 (1984).

12 C. ARGUMENT

13 The decision violates Goal 2 because it is unsupported by a factual base
14 that shows that future plan amendments under Policies 3.3.6.a and Policies
15 9.2.1-9.3.15 will not result in the urbanization of rural land in violation of Goal
16 14.

17 Comprehensive plan and zoning code amendments are unsupported by
18 substantial evidence when they allow the creation of new residential lots but
19 without showing that density will not be at an urban level. *Marvin II*, slip op at

1 10 (“Because the JCC allows the creation of PUDs with lot sizes lower than the
2 zone minimum lot size and the board of commissioners relied on the ability to
3 form PUDs to meet applicable criteria, petitioners argue that there is not
4 substantial evidence in the record that density will not be at an urban level. We
5 agree.”).

6 As discussed in the Fifth subassignment to the First Assignment of Error,
7 *supra*, the County’s MUA and RR zones allow planned developments with no
8 minimum lot size, and cluster developments with 2-acre minimum lot sizes.

9 The decision, via Policy 3.3.6.a, allows these zones to be extended to
10 Agricultural and Forest lands throughout the County. Absent evidence in the
11 record to the contrary, the decision is unsupported by an adequate factual base
12 showing that lands rezoned to MUA and RR under Policy 3.3.6.a will not be
13 developed with urban levels of density.

14 The decision is similarly unsupported by an adequate factual base
15 showing that the effectiveness of the County’s UGBs will not be frustrated by
16 rezoning Agricultural and Forest lands throughout the County to the County’s
17 MUA and RR zones under Policy 3.3.6.a and the County’s RI and RC zones
18 under Policies 9.2.1-9.3.15. Proximity to an acknowledged UGB and whether
19 the proposed use is likely to become a magnet that draws people from outside

1 the rural area, and whether the proposed use is likely to rely on urban
2 infrastructure and services, are factors that must be considered in the Goal 14
3 analysis. *Oregon Shores Conservation Coalition*, 55 Or LUBA at 550; *Marvin*
4 *II*, slip op at 9. Nowhere in the decision, its findings, or the whole record does
5 the County point to facts demonstrating that Policy 3.3.6.a and Policies 9.2.1-
6 9.3.15 will not frustrate the effectiveness of UGBs under these factors derived
7 from *Curry County*.

8 The decision is similarly unsupported by an adequate factual base
9 demonstrating that the uses in the RI and RC zones are not urban in nature such
10 that an exception to Goal 14 is required before they may be applied. The RI
11 zone uses include pulp and paper manufacturing, plastic factories, and fiber
12 factories, DCC 18.100.020; the RC zone uses includes grocery stores, taverns,
13 and restaurants. DCC 18.74.020(B). The decision lacks factual information
14 showing that allowing the uses of the RI and RC zones on any Agricultural- or
15 Forest-designated property, as allowed by Policies 9.2.1-9.3.15, will not
16 urbanize rural land in violation of Goal 14.

17 An exception to Goal 14 is required before the zones can be approved for
18 application on rural lands. The decision is unsupported by an adequate factual
19 base showing that Policy 3.3.6.a and Policies 9.2.1-9.3.15 comply with Goal 14.

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**CERTIFICATE OF COMPLIANCE
WITH BRIEF LENGTH AND TYPE SIZE REQUIREMENTS**

Brief length

I certify that **PETITIONER’S PETITION FOR REVIEW** complies with the word count limitation for a Petition for Review in OAR 661-010-0030(2)(b) and contains 10,089 words.

Type size

I further certify that the size of the type in **PETITIONER’S PETITION FOR REVIEW** is not smaller than 14 point for both the text of the brief and footnotes as required by OAR 661-010-0030(2)(e).

Rory Isbell OSB #173780
Attorney for Petitioner Central
Oregon LandWatch

Rory Isbell, OSB #173780
Central Oregon LandWatch
2843 NW Lolo Drive, Suite 200
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(541) 647-2930

CERTIFICATE OF FILING

I hereby certify that on February ___, 2025, I filed the original of
PETITIONER'S PETITION FOR REVIEW for LUBA Case No. 2024-080
 with the Land Use Board of Appeals, 201 High Street SE, Suite 600, Salem,
 Oregon, 97301-3398, pursuant to OAR 661-010-0075(2)(a)(B), by first-class
 mail with the U.S. Postal Service.

DATED this ____ day of February, 2025.

Rory Isbell, OSB #173780
 Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on February ___, 2025, I served a true and correct
 copy of **PETITIONER'S PETITION FOR REVIEW** for LUBA Case No.
 2024-080, by first class mail on the following:

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DATED this ____ day of February, 2025.

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APPENDIX

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Exhibit "B" to Ordinance 2024-007

Deschutes County Comprehensive Plan



DESCHUTES
COUNTY
2040

Draft - Revised March 26, 2025

Commented [NM1]: Updated date to reflect scrivener / clerical error edits

Acknowledgements

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Introduction

The purpose of the Deschutes County Comprehensive Plan is to provide a blueprint for land use conservation and development. This is accomplished through goals and policies that tell a cohesive story of where and how development should occur and what places should remain undeveloped. The Plan provides a legal framework for establishing more specific land use actions and regulations such as zoning. The goals and policies are based on existing conditions and trends, community values, and the statewide planning system. The Plan must provide clear policy direction yet remain flexible.

The County's most recent Comprehensive Plan was adopted in 2011. Since then, the County has grown substantially and experienced many demographic and economic shifts. Between April 2010 and July 2020, the County's population grew from 157,730 residents to 198,253 residents. This growth - 25.7% over ten years - is over twice the 10.6% increase that the State of Oregon experienced as a whole. The latest projections from Portland State University's Population Research Center suggest strong continued growth throughout Deschutes County.

An updated Comprehensive Plan is necessary to address current needs of the communities in the County, as well as to guide the anticipated growth and development of Deschutes County over the next twenty years. Although many of the goals and policies of the 2011 Plan still hold value, fundamental data, trends, and land use issues have become outdated. The updated Comprehensive Plan needs to incorporate community input to craft new and updated goals and policies regarding agriculture, forestry, housing, recreation, natural resources, natural hazards, economic development, and transportation.



Commented [NM2]: 2011 Plan Chapter 1, Section 1.1, Page 2

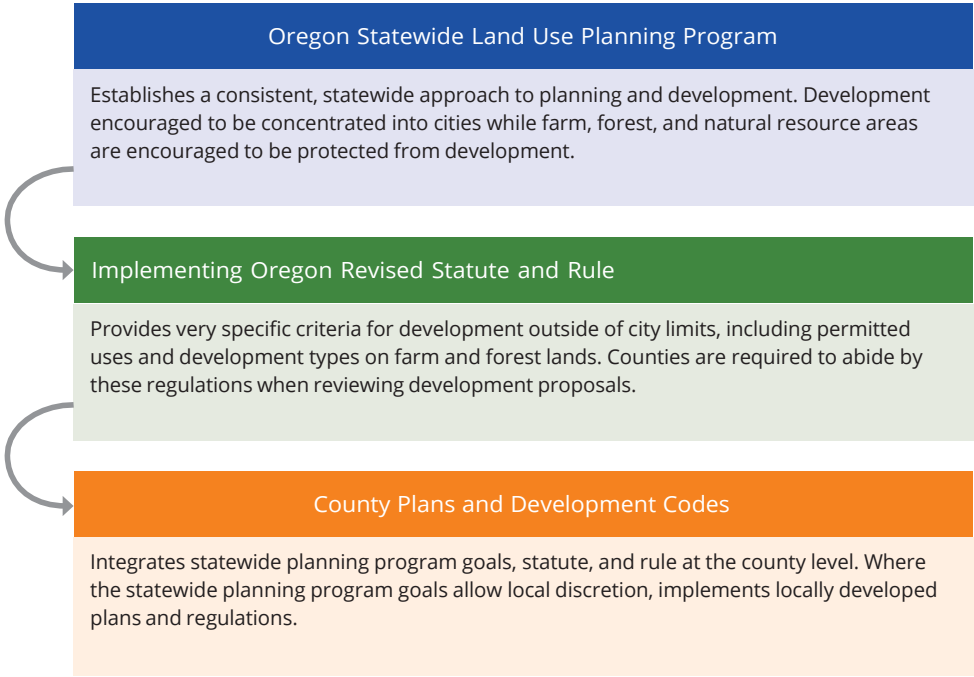
Commented [NM3]: 2011 Plan Chapter 1, Section 1.1, Page 2

In Oregon, comprehensive plans must comply with the statewide planning system, which was adopted in 1973 to ensure consistent land use policies across the State. While compliance with the statewide system is required, it is also important for a comprehensive plan to reflect local needs and interests. This Plan balances statewide requirements and local land use values.

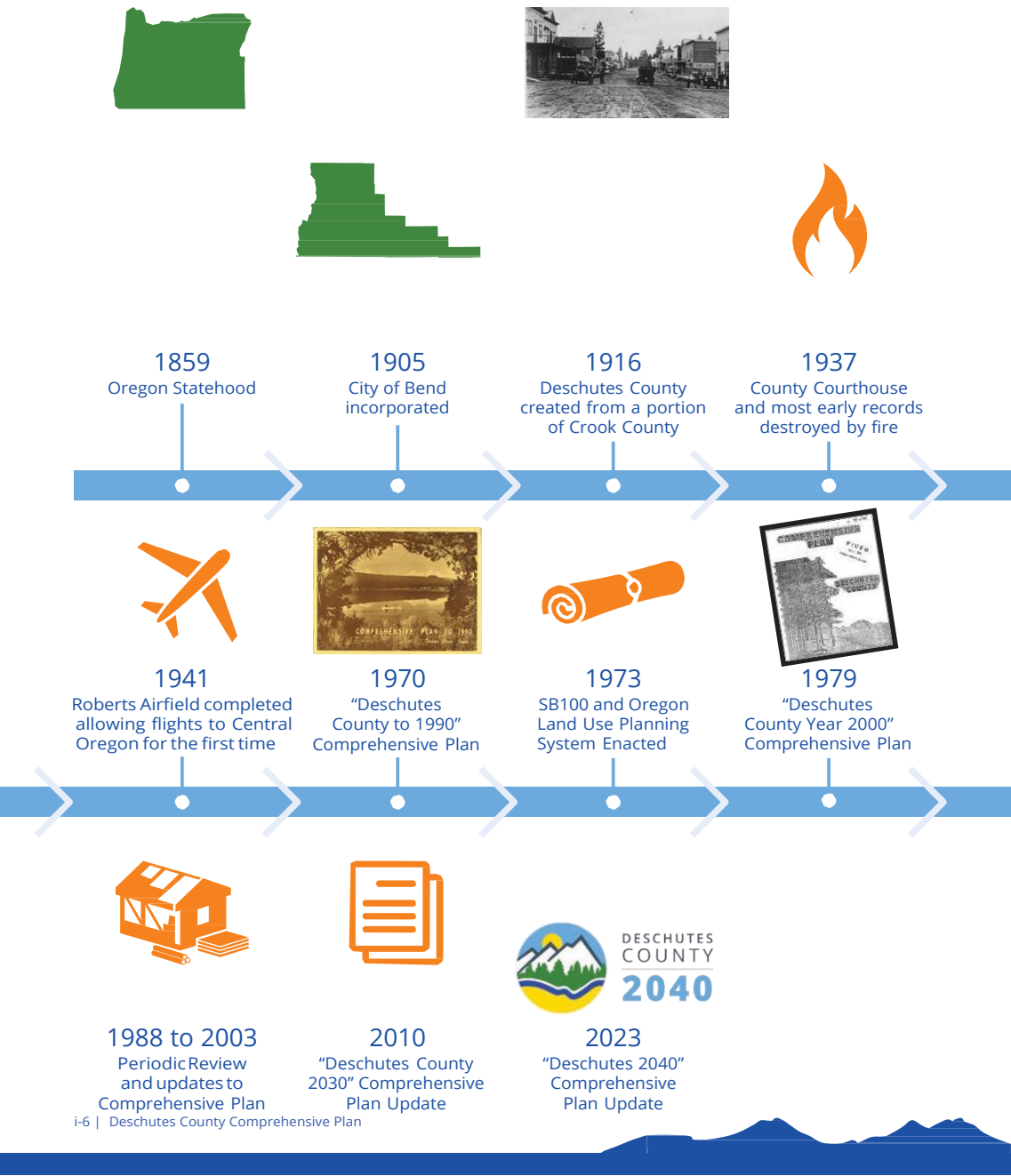
The Comprehensive Plan is the County's long-range plan for how it will grow and serve its community members in the future. Oregon state law requires all counties and cities to adopt and regularly update Comprehensive Plans that are consistent with state and regional goals, laws, administrative rules and other requirements and guidelines. The Comprehensive Plan addresses topics such as land use, housing, economic

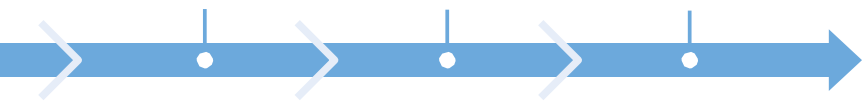
development, transportation, parks and recreation, and natural resources, with a strong emphasis on how land is used, developed, and/or conserved. Other topics in the plan include citizen involvement, natural hazards, public infrastructure and facilities, and more. The Plan describes conditions related to each element of the community and provides overarching guidance for future County decisions in the form of a set of goals, objectives, and policies. These policies will drive future decisions and actions undertaken by County staff, advisory groups, and elected decision-makers.

Commented [NM4]: Chapter 1, Section 1.1, Page 2



Deschutes County Timeline





City of Bend photo courtesy of DowntownBend.org





1

Community Engagement



Opportunities, Challenges, and Considerations

Public engagement is the touchstone of planning in Oregon. As Deschutes County grows and its population changes over the course of the next 20 years, the County must be prepared to find innovative ways to keep community members involved in the planning process and provide ample and accessible ways to find and digest information. Challenges including funding, resources, and ongoing state appeals might pose barriers to this work. The County has an opportunity to plan for adequate resources and staffing to support this work.

2023 Comprehensive Plan Update

A far-reaching community conversation was a vital part of updating the Deschutes County Comprehensive Plan. This effort included:

- Two phases of engagement – one focusing on long-range vision, opportunities, and challenges; and another phase focusing on important and controversial topics.
- Outreach events in all parts of the County.
- A deliberate audit of engagement activities to learn and build on successes.

Context

Involving the public in planning is a critical part of Oregon's land use system. Statewide Planning Goal 1 - Citizen Involvement, is intended to ensure that the public has the opportunity to be meaningfully involved in all phases of the land use planning process. Creating these opportunities requires time and energy on the part of County staff, as well as systems to incorporate that input in a meaningful way.

To participate in planning actions, the public needs to be notified of the proposal or project, understand the legal framework for the decision and understand the implications of the decision. Local governments need to be aware of changing technologies and best practices to involve the community and share project information. Community engagement can take many forms, such as focus groups for a larger planning project, email notification lists for department activities, or mailed notices of public hearings.

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Commented [NM6]: Chapter 1, Section 1.2, Page 5

Community Engagement

Summary of Engagement for the 2023 Update



Community Engagement

Regulatory Framework

Statewide Planning Goal 1 – Citizen Involvement lays the groundwork for the County's public involvement program. Jurisdictions are required to establish a Citizen Involvement Program that provides widespread community involvement, two-way communication with appropriate feedback mechanisms, opportunities for engagement in all phases of the planning process, technical information available in an intelligible form, and is adequately funded.

Statewide Planning Goal 1

To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Deschutes County's Community Involvement Program

Statewide Planning Goal 1 is implemented by Deschutes County's Community Involvement Program, as described in the following section.

DESCHUTES COUNTY PLANNING COMMISSION

The Deschutes County Planning Commission serves as the County's Committee for Community Involvement (CCI). The Planning Commission is composed of seven volunteer

members appointed to four-year terms by the Board of County Commissioners (Board).

Membership of the commission is representative of the various geographic areas of the County. Members are selected through an open process that aims to balance the diverse views of Deschutes County residents.

The purpose of the CCI is to create a direct and transparent connection between County decision-making and the public by providing regular updates, speakers, panel discussions, and handouts on land use law and policy. The CCI aims to make materials intelligible and convenient for the public and to provide a venue for civil discourse on important issues for the County.

HISTORIC LANDMARKS COMMISSION

The Historic Landmarks Commission serves as a hearings body for matters concerning historical districts, structures, and sites within unincorporated Deschutes County as well as the city of Sisters. The Landmarks Commission is composed of nine voting and several non-voting ex-officio members who have demonstrated expertise in historic preservation related disciplines. Commissioners serve four-year terms.

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Community Engagement

OTHER LAND USE RELATED ADVISORY GROUPS

Project Wildfire is a committee formed to coordinate, develop, and implement strategies to mitigate the effects of losses due to natural disasters that strike Deschutes County. Project Wildfire is composed of 15 to 27 members who reside or represent agencies within Deschutes County. All members are appointed by the Board and serve four years (see also Chapter 7, Natural Hazards).

The Deschutes River Mitigation and Enhancement Program helps achieve Oregon Department of Fish and Wildlife (ODFW) habitat and management goals and objectives within the Upper Deschutes River sub-basin, consistent with an agreement between the Central Oregon Irrigation District (COID) and ODFW. As part of that agreement COID provides ODFW with funds to develop and implement a fish and wildlife habitat mitigation and enhancement program for the Upper Deschutes River Basin. The Deschutes River Mitigation and Enhancement Committee has seven voting members appointed to three-year terms by the Board.

In addition to convening these groups, Deschutes County engages with the public through numerous methods, including:

- Conducting regular work sessions and hearings
- Providing timely public notice of important items
- Maintaining the County Website, including the department's "Community Engagement Center" page.
- Advertising events and engaging with constituents through social media channels
- Coordinating with media organizations, such as local newspapers.
- Meeting with individuals and small groups to get feedback on important issues.

These activities were part of the most recent update of this Comprehensive Plan.

Commented [NM9]: Chapter 1, Section 1.2, Page 10

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Community Engagement



Key Community Issues

Deschutes County is changing and community members are seeking new ways to share their ideas on key issues. To provide ample opportunities to engage, new tools and technologies will be needed to involve new groups. Issues that the policies in this section address include:

- Continuing to simplify materials to use plain language and be accessible to a variety of audiences.
- Continuing to maintain a presence throughout the County, including holding meetings and events throughout the County.
- Supporting engagement activities that allow community members to participate virtually and at the time of their choosing.

With these issues in mind, Deschutes County has adopted the following goals and policies:

Community Engagement Section 1.2 Community Involvement Goals and Policies

~~Goal 1.1: Maintain~~ Provide for an active and open robust community involvement program that is accessible to includes all members of the community, including those who are commonly under-represented, by ensuring access to information, and engages encouraging the community collaboration, identifying and addressing barriers to involvement, and promoting efficient and transparent planning processes during development and implementation of land use policies and codes.

~~Policy 1.2.1~~ This section serves as the Community Involvement Program.

~~Policy 1.1.1~~ Convene the Deschutes County Planning Commission as the County's Committee for Community Involvement in order to provide a direct and transparent connection between County decision-making and the public.

~~Policy 1.2.3~~ Encourage community participation in planning through a variety of tools and techniques, including:

- ~~a.~~ Post all planning applications, decisions, projects, and plans on the County website;
- ~~b.~~ Provide staff reports for comprehensive plans and zoning text amendments to the public in a timely manner;

~~c.~~ ~~Policy 1.1.2.~~ Write all County planning documents to be accessible and understandable, intuitive, and easily available to the general public, using simplified language where possible, with acronyms spelled out and technical language explained.

~~d.~~ ~~Policy 1.1.3.~~ Hold area-specific comprehensive plan and zoning text amendment public hearings in locations and at times convenient and accessible to area residents, as appropriate.

~~e.~~ Require pre-application meetings for comprehensive plan and zoning text

~~amendments; and for major or potentially contentious projects encourage the applicants to hold an informal community meeting before submitting an application.~~

Policy 1.1.4. Provide property information to the public in an intuitive and easy-to-use manner.

Policy 1.1.5. Consult and coordinate with developers before submitting applications as required or recommended by the County Development Code to identify and discuss project requirements and impacts.

Policy 1.1.6. Invest in and support land use educational resources for community members including information related to rural living, agricultural practices, natural resources, and natural hazards.

Policy 1.1.7. Promote opportunities for community members to have civil dialogue around key community issues.

Policy 1.1.8. Explore new and innovative ways to reach community members and promote participation in the planning process.

Community Engagement

~~Goal 1.2: Policy 1.2.2. Support the activities of The Planning Commission will be the Committee for Community Involvement, with County support.~~

~~a. Policy 1.2.1. Maintain adequate funding and staffing support for the Committee.~~

~~b. Policy 1.2.2. Provide regular updates, speakers, panel discussions, and handouts on land use law and policy.~~

~~c. Policy 1.2.3. Appoint members through an open and public process to reflect the diverse geographic area regions, demographics, and diverse values of Deschutes County residents.~~

~~d. Policy 1.2.4. Meet with the Board of County Commissioners at least once a year to coordinate planning policies and activities.~~

~~e. Policy 1.2.5. Complete an annual periodic reports on community involvement implementation for the State Citizen Involvement Advisory Committee, the Board of County Commissioners, and the public.~~

~~Policy 1.2.4 Reach out to the community to discuss and respond to land use concerns in a timely manner.~~

~~Policy 1.2.5 Ensure effective, efficient planning procedures.~~

Policy 1.2.6. Maintain open and civil discourse among Committee members and with the public.



2

Land Use and Regional Coordination





Opportunities, Challenges, and Considerations

Deschutes County has been one of the most rapidly growing parts of Oregon for many years. This growth can cause tension and highlight trade-offs between community priorities, such as the need for housing, preservation of natural resources, adequate infrastructure, and intergovernmental collaboration. To manage this growth, the County partners with its cities, special districts, and state and federal agencies to ensure a collaborative approach to development activities. As the County continues to navigate emerging issues, intergovernmental agreements and new partnerships will be key.

One purpose of the Deschutes County Comprehensive Plan is to provide a blueprint for land use throughout the County. This is accomplished through goals and policies that tell a cohesive story of where and how development should occur and what places are expected to remain undeveloped. The Plan provides a legal framework for establishing more specific land use actions and regulations.

Deschutes County regulates and manages the use of land in the unincorporated parts of the County. This is accomplished by:

- Implementing state policy and laws and furthering local planning goals by maintaining, updating and applying County land use policies, standards and regulations in its zoning codes and this Comprehensive Plan.
- Reviewing development and land use proposals and helping applicants to navigate the application process.
- Coordinating with other local jurisdictions on issues of regional growth management, infrastructure, and public services.

- Coordinating land use and transportation planning efforts in rural areas including planning for farm and forest lands and natural resource management and protection.
- Administering land use regulations for unincorporated communities in the County.

The policies contained in this chapter, as well as all chapters in this Plan, establish the legislative policy basis for the County's land use planning program. The program is implemented primarily through application of the County's Zoning Code, regulatory maps, and development permitting application and approval procedures. In addition, these policies establish important criteria to be used when initiating regulatory changes or reviewing and developing code, map, and policy amendments.

Note: Official comprehensive plan and zoning maps, including overlay zone maps, are available through the Deschutes County Dial Property Information System.

Commented [NM11]: Chapter 1, Section 1.1, Page 2

Land Use and Regional Coordination

Context

Comprehensive Plan Designations

Comprehensive Plan designations provide a high-level policy basis for more detailed zoning regulations – each Comprehensive Plan designation may be implemented by one or more specific zones.

Comprehensive plan designations in Deschutes County are shown in Map 2-1 and described in the table below. Comprehensive Plan designations within the Bend, Redmond, Sisters, and La Pine Urban Growth Boundaries are excluded – local jurisdictions have responsibility for comprehensive planning within their Urban Growth Boundaries.

Zoning Designations

Zoning designations in Deschutes County are shown in Map 2-2. Zones within the Bend, Redmond, Sisters, and La Pine Urban Growth Boundaries are excluded - local jurisdictions have responsibility for zoning within Urban Growth Boundaries.

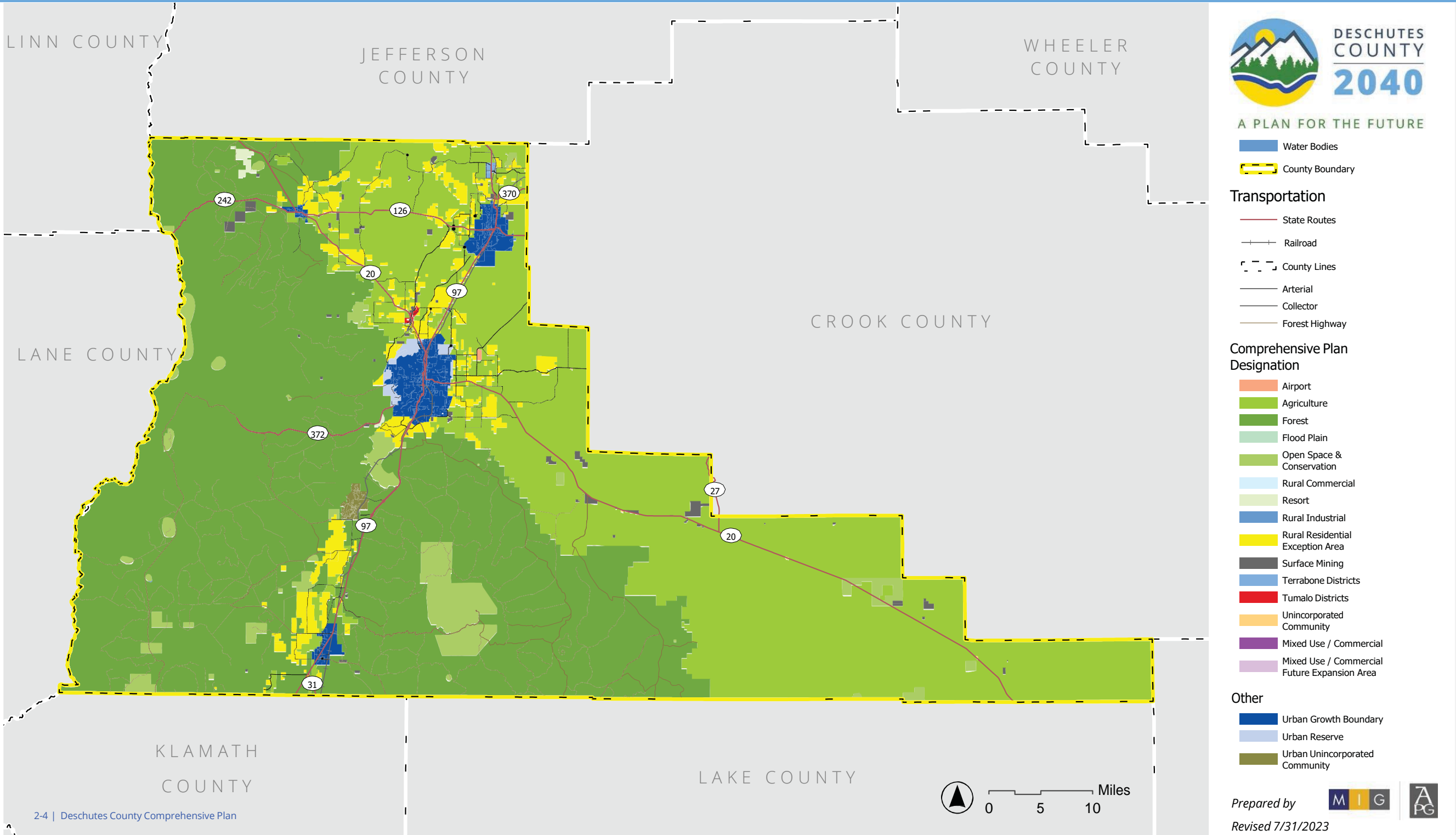
Comprehensive Plan Designation	Purpose Statement	Associated Zoning Designations
County-Wide Designations		
Agriculture	To preserve and maintain agricultural lands for farm use.	Exclusive Farm Use
Airport Development	To allow development compatible with airport use while mitigating impacts on surrounding lands.	Airport Development Airport Safety
Destination Resort Combining Zone	To show lands eligible for siting a destination resort.	Destination Resort
Forest	To conserve forest lands for multiple forest uses.	Forest Use 1 Forest Use 2
Open Space & Conservation	To protect natural and scenic open spaces, including areas with fragile, unusual or unique qualities.	Open Space & Conservation
Rural Residential Exception Area	To provide opportunities for rural residential living outside urban growth boundaries and unincorporated communities, consistent with efficient planning of public services.	Rural Residential Multiple Use Agricultural
Surface Mining	To protect surface mining resources from development impacts while protecting development from mining impacts.	Surface Mine
Area Specific Designations		
Resort Community	To define rural areas with existing resort development that are not classified as a destination resort, based on Oregon Administrative Rule 660-22 or its successor.	All Black Butte Ranch, Inn at 7th Mountain / Widgi Creek subzones
Rural Community	To define rural areas with limited existing urban-style development, based on Oregon Administrative Rule 660-22 or its successor.	All Tumalo and Terrebonne subzones

Rural Service Center	To define rural areas with minimal commercial development as well as some residential uses, based on Oregon Administrative Rule 660-22 or its successor.	Rural Service Center
Urban Unincorporated Community	To define rural areas with existing urban development, based on Oregon Administrative Rule 660-22 or its successor.	All Sunriver subzones
Rural Commercial	To define existing areas of isolated rural commercial development that do not fit under Oregon Administrative Rule 660-22.	Rural Commercial
Rural Industrial	To define existing areas of isolated rural industrial development that do not fit under Oregon Administrative Rule 660-22.	Rural Industrial
Urban Growth Boundaries	To define land that provides for urban development needs and identifies and separates urban and urbanizable land from rural land.	Redmond: Urban Holding Sisters: Urban Area Reserve Bend: Urbanizable Area
Bend Urban Area Reserve	To define lands outside of Bend's Urban Growth Boundary that were under the jurisdiction of the Bend Area General Plan. These areas were removed in September 2016 through the 2016 amendment to the Bend Urban Growth Boundary. These areas are now under the jurisdiction of the County's Comprehensive Plan.	Urban Area Reserve Westside Transect Suburban Low-Density Residential Surface Mine Urban Standard Residential Light Industrial Flood Plain
Redmond Urban Reserve Area	To define Redmond's additional 30-year growth boundary for lands expected to be brought into the Urban Growth Boundary.	Redmond Urban Reserve Area

Commented [NM12]: Note: Updated table. Accidentally deleted the Comp Plan/Zoning designation table and ti is useful to staff.

COMPREHENSIVE PLAN DESIGNATION

Map 2-1



This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

OVERLAY ZONES

Deschutes County has the following overlay zones, which apply in addition to the base zone of a given property.

- **Airport Safety:** The purpose of the AS Zone is to restrict incompatible land uses and airspace obstructions around airports in an effort to maintain an airport's maximum benefit.
- **Destination Resort:** The purpose of the Destination Resort Combining Zone is to identify lands eligible for siting a Destination Resort and establish procedures and standards for establishing this type of development.
- **Landscape Management:** The purposes of the Landscape Management Combining Zone are to maintain scenic and natural resources of the designated areas and to maintain and enhance scenic vistas and natural landscapes as seen from designated roads, rivers, or streams.
- **Greater Sage-Grouse Combining Zone .** The purpose of the Greater Sage-Grouse Combining Zone is to fulfill obligations of OAR 660-23-0115. This state rule requires seven Oregon counties to mitigate impacts of large-scale development on sage-grouse habitat.
- **Sensitive Bird and Mammal Habitat:** The purpose of the Sensitive Bird and Mammal Combining Zone is to insure that sensitive habitat areas identified in the County's Goal 5 sensitive bird and mammal inventory as critical for the survival of the northern bald eagle, great blue heron, golden eagle, prairie falcon, osprey, great grey owl, and the Townsend's big-eared bat are protected from the effects of conflicting uses or activities which are not subject to the Forest Practices Act.
- **Surface Mining Impact Area:** The purpose of the SMIA zone is to protect the surface mining resources of Deschutes County from new development which conflicts with

Land Use and Regional Coordination

Land Use Planning in Oregon

The foundation of statewide program for land use planning in Oregon is a set of 19 Statewide Land Use Planning Goals. The goals express the state's policies on land use and related topics, like citizen involvement, housing, and natural resources.

Oregon's statewide goals are achieved through local comprehensive planning. State law requires each city and county to adopt a comprehensive plan and the zoning and land-division ordinances needed to put the plan into effect.

Local comprehensive plans must be consistent with the Statewide Planning Goals. Plans are reviewed for such consistency by the state's Land Conservation and Development Commission (LCDC). When LCDC officially approves a local government's plan, the plan is said to be acknowledged. It then becomes the controlling document for land use in the area covered by that plan.

The goals relevant to Deschutes County are:

- Goal 1 Citizen Involvement
- Goal 2 Land Use Planning
- Goal 3 Agricultural Lands
- Goal 4 Forest Lands
- Goal 5 Natural Resources, Scenic and Historic Areas, and Open Spaces
- Goal 6 Air, Water and Land Resources Quality
- Goal 7 Areas Subject to Natural Hazards
- Goal 8 Recreational Needs
- Goal 9 Economic Development
- Goal 10 Housing
- Goal 11 Public Facilities and Services
- Goal 12 Transportation
- Goal 13 Energy Conservation
- Goal 14 Urbanization

the removal and processing of a mineral and aggregate resource while allowing owners of property near a surface mining site reasonable use of their property.

- **Wildlife Area:** The purpose of the Wildlife Area Combining Zone is to conserve important wildlife areas in Deschutes County; to protect an important environmental, social and economic element of the area; and to permit development compatible with the protection of the wildlife resource.

CITY COORDINATION

Deschutes County includes the following jurisdictions, each with their own authority and needs. The role of the County is largely one of coordination across these multiple communities.

Deschutes County contains four incorporated cities. The County, per statute, is responsible for coordinating with cities on growth related issues including urban growth boundary and urban reserve planning. The County maintains intergovernmental agreements with each city to define land use authority for lands outside of city limits and within urban growth boundaries.

Land Use and Regional Coordination

City of Bend

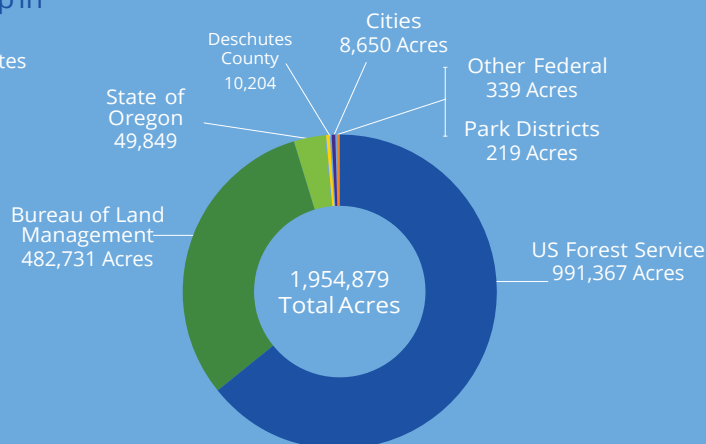
Bend is the largest incorporated area in Deschutes County. It is centrally located in the county, with Highways 20 and 97 crossing paths through the center of the city. Bend has experienced rapid growth in the last few years, accelerated by the COVID-19 pandemic and “Zoom Town” remote working trends. The 2022 estimated population of the Bend UGB is 103,976. The Bend UGB accounts for most of the population share among all UGBs in Deschutes County with a population of 225,619 (57.4% of the population) by 2072.

City of La Pine

The City of La Pine is located close to the southern edge of the county along Hwy. 97. The current (2022) estimated population of the La Pine UGB is 2,736. The population of the La Pine UGB is projected to increase by 87% to 5,129 in 2047. By 2072, the population is projected to be 8,336.

Public Land Ownership in Deschutes County

Approximately 79% of Deschutes County is public land.



City of Redmond

Redmond is located northeast of Bend with Hwy. 97 running through the center of town. The current (2022) estimated population of the Redmond UGB is 37,342. The population of the Redmond UGB is projected to increase by 121% to 82,601 in the next 50 years. By 2047 it is estimated that the population of the Redmond UGB will increase to 60,060.

City of Sisters

Sisters is located on the eastern edge of the Willamette National Forest and Cascade Mountains. The current (2022) estimated population of the Sisters UGB is 3,437. The Sisters UGB is projected to increase by 130%, to 7,911 in 2047, and to 14,881 by 2072.

TRIBAL COORDINATION

In the Treaty of 1855 (12 Stat. 963), the Confederated Tribes of Warm Springs ceded approximately 10.2 million acres to the United States Government and reserved the Warm Springs Reservation for its exclusive use. The Treaty further reserved to the Tribes rights to take fish at all usual and accustomed stations, and to hunt, gather roots and berries, and pasture livestock on unclaimed lands. The map on page 2-9 identifies the location of these ceded areas in Deschutes County, which primarily intersect with publicly owned lands. Coordination with the Confederated Tribes of Warm Springs on growth and development related issues is important to ensure consistency with these treaty rights.

Land Use and Regional Coordination Key Community Considerations

The rapid pace of growth in Deschutes County and its impacts on urban, rural, natural, and recreational areas has been one of the most significant – and at times the most controversial – topics of discussion among project participants. Some topics and comments include:

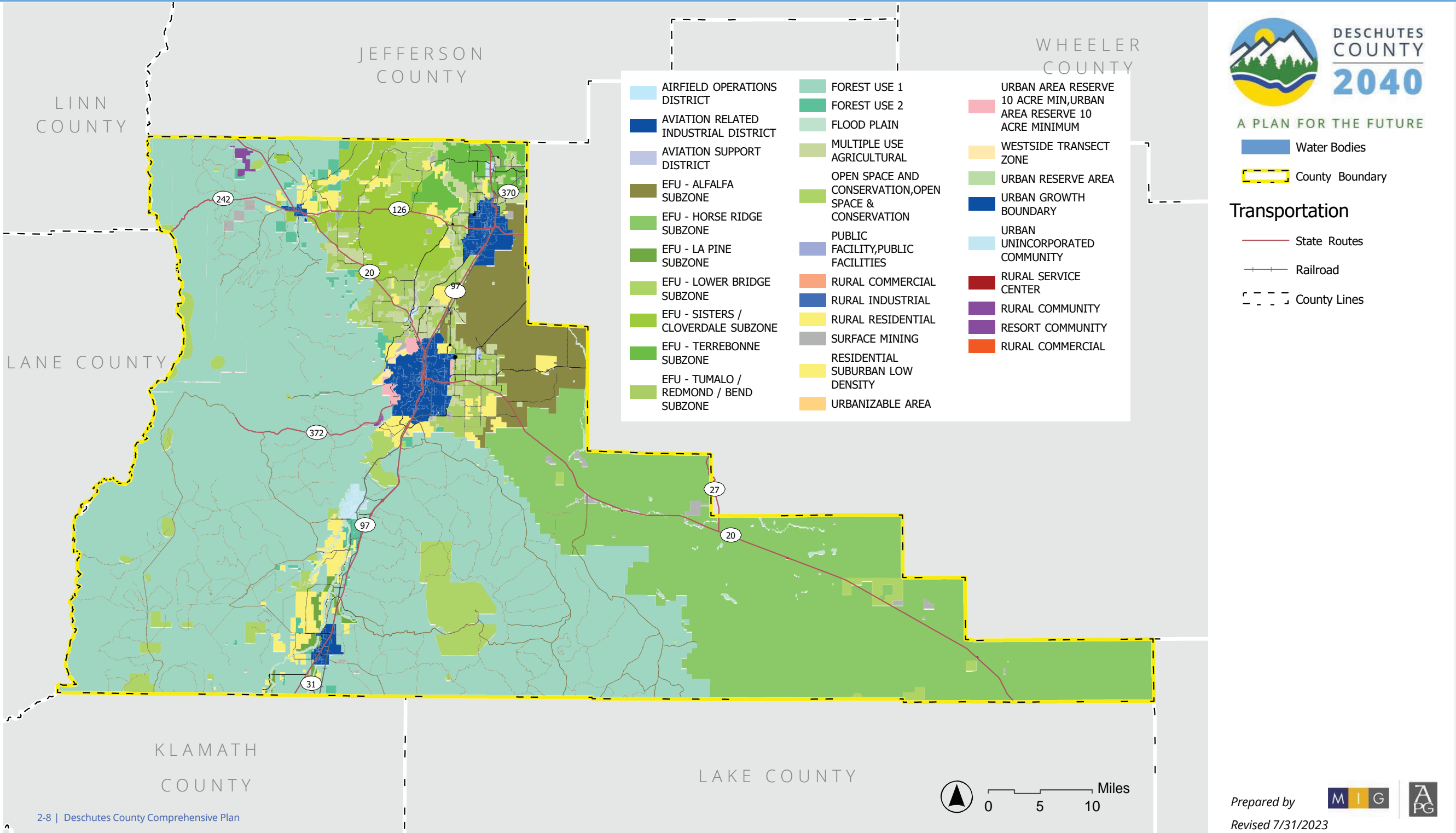
- Strong desire by some for greater densities in urban areas, in order to accommodate growth while preserving open space and resource land in rural areas.
- A similarly strong feeling by some that the cities in Deschutes County are becoming too urban already.
- Concern about the amount and distribution of benefits and burdens created by destination resorts and tourism-related activities in rural areas.
- Strong desire for interagency collaboration to manage growth in a coordinated manner.

With these ongoing conversations in mind, Deschutes County drafted and refined the following goals and policies to guide the growth of our community for the next 20 years.



ZONING DESIGNATIONS

Map 2-2



This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

Section 1.3 Land Use Planning

Section 4.2 Urbanization Goals and Policies

Goal 4.2.1: Maintain an open and public land use process in which decisions are based on the objective evaluation of facts, substantial evidence and a balancing of community needs.

Policy 1.3.1 ~~2.1.1~~. Protect the limited amount of privately-owned land in Deschutes County through Balance the consideration of private property rights and the economic impacts of land use decisions on to property owners and the community when creating and revising land use policies and regulations. with incentives to preserve agricultural and forest land, wildlife habitat, ground and surface water resources, wetlands, riparian areas, open areas, and other community goals identified in the Comprehensive Plan.

a. Evaluate tools such as transfer of development rights programs that can be used to protect private property.

Policy 1.3.2 Consider sustainability and cumulative impacts when creating and revising land use policies and regulations.

Policy 1.3.3 Involve the public when amending County Code.

Policy 1.3.4 Maintain public records which support the Comprehensive Plan and other land use decisions.

Policy 1.3.5 ~~2.1.2~~. Review the Comprehensive Plan every five years and update as needed in order to ensure it responds to periodically in order to address current conditions, issues, and opportunities as well as amended State Statute, Oregon Administrative Rules, and case law.

Land Use and Regional Coordination

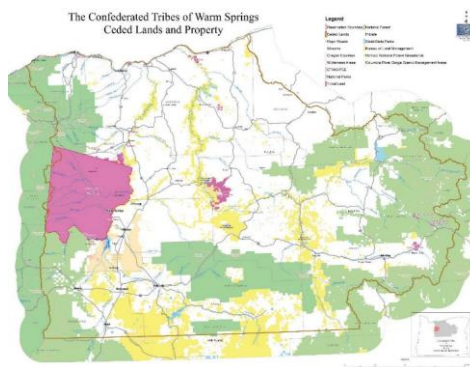
~~Policy 1.3.6 Maintain and enhance web-based property-specific information.~~

Policy ~~1.3.7~~ 2.1.3 The Deschutes County Comprehensive Plan Map will be retained in official replica form as an electronic map layer within the County Geographic Information System and is adopted as part of this Plan.

~~Policy 1.3.8 Implement, as appropriate, recommendations in the Final Report from the Oregon Task Force on Land Use Planning dated January 2009.~~

Policy 1.3.9 2.1.4 A list of actions to implement this Comprehensive Plan policies ~~shall be created, maintained and reviewed yearly by~~ through the Community Development Department's annual work plan and other actions by the Department and the Board of County Commissioners.

Policy 2.1.5. Explore methods to integrate carrying capacity into County land use decision making.



Goal 2 ~~2.2~~ Promote regional cooperation and partnerships on planning issues. Coordinate and support regional planning efforts relating to growth, natural resources, recreation, and major infrastructure investments.

Policy 1.3.10 ~~2.2.1~~ Regularly Periodically review and update intergovernmental and urban management agreements, ~~and update as needed, to coordinate land use review on land inside urban growth boundaries and outside city limits.~~

Policy 1.3.11 ~~2.2.2~~ Participate in and where appropriate, Help coordinate regional planning efforts with other agencies on land use policies and actions that impact their jurisdictions.

a. Provide affected agencies, including irrigation districts, an opportunity to comment and coordinate on land use policies or actions that would impact their jurisdictions.

Policy 1.3.12 Support non-profit or public acquisition of lands determined through an extensive public process to have significant value to the community.

Policy 2.2.3. Support the use of high value natural resource and recreational lands for public purposes, whether through acquisition, easements, or other means.

Policy 1.3.13 ~~2.2.4~~ Support the implementation of the Bend 2030 Plan long-range plans of Deschutes County jurisdictions, and incorporating as appropriate elements from the Bend 2030 Plan of those plans into the County's Comprehensive this Plan as appropriate.

Land Use and Regional Coordination

Policy ~~4.2.2~~ ~~2.2.5~~ Promote and coordinate the use of urban reserves. Encourage cities to conduct, in collaboration with Deschutes County, urban reserve planning to facilitate orderly and thoughtful management of growth and infrastructure needs.

Policy 2.2.6. Collaborate with federal agencies on land management issues, including homelessness, community wildfire protection, wildlife habitat restoration, water quality, road networks, energy projects, the impacts of recreation, and the expansion of sustainable recreation opportunities.

Policy 2.2.7. Support efforts to reduce barriers to regional infrastructure projects with community benefit while mitigating negative impacts.

Policy 2.2.8. Support updates to unincorporated community area plans.

Goal 1 Coordinate with cities, special districts and stakeholders to support urban growth boundaries and urban reserve areas that provide an orderly and efficient transition between urban and rural lands.

Policy 4.2.1 Participate in processes initiated by cities in Deschutes County to create and/or amend their urban growth boundaries.

Policy 4.2.3 Review the idea of using rural reserves.

Goal 2 Coordinate with cities, special districts and stakeholders on urban growth area zoning for lands inside urban growth boundaries but outside city boundaries.

Policy 4.2.4 Use urban growth area zoning to coordinate land use decisions inside urban growth boundaries but outside the incorporated cities.

Policy 4.2.5 Negotiate intergovernmental agreements to coordinate with cities on land use inside urban growth boundaries and outside the incorporated cities.

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~~Policy 4.2.6 Develop urban growth area zoning with consideration of the type, timing and location of public facilities and services provision consistent with city plans.~~

~~Policy 4.2.7 Adopt by reference the comprehensive plans of Bend, La Pine, Redmond and Sisters, as the policy basis for implementing land use plans and ordinances in each city's urban growth boundary.~~

~~Goal 3 Coordinate with Cities, special districts, and stakeholders on policies and zoning for lands outside urban growth boundaries but inside urban reserve areas.~~

~~Policy 4.2.8 Designate the Redmond Urban Reserve Area on the County Comprehensive Plan Map and regulate it through a Redmond Urban Reserve Area (RURA) Combining Zone in Deschutes County Code, Title 18.~~

~~Policy 4.2.9 In cooperation with the city of Redmond adopt a RURA Agreement consistent with their respective comprehensive plans the requirements of Oregon Administrative Rule 660-021-0050 or its successor.~~

~~Goal 4 To build a strong and thriving regional economy by coordinating public investments, policies and regulations to support regional and state economic development objectives in Central Oregon.~~

~~Policy 4.2.12 Deschutes County supports a multi-jurisdictional cooperative effort to pursue a regional approach to establish a short term supply of sites particularly designed to address out of region industries that may locate in Central Oregon.~~

~~Policy 4.2.13 Deschutes County recognizes the importance of maintaining a large lot industrial land supply that is readily developable in Central Oregon.~~

Land Use and Regional Coordination

Policy 4.2.14 ~~2.2.9.~~ The Central Oregon Regional Large Lot Industrial Land Need Analysis ("Analysis"), adopted by Ordinance 2013-002 is incorporated by reference herein.

~~Policy 4.2.15 Within 6 months of the adoption of Ordinance 2013-002, in coordination with the participating local governments in Central Oregon, Deschutes County shall, execute an intergovernmental agreement ("IGA") with the Central Oregon Intergovernmental Council ("COIC") that specifies the process of allocation of large lot industrial sites among the participating local governments.—~~

Policy 4.2.16 ~~2.2.10.~~ In accordance with OAR 660-024-004 and 0045, Deschutes County, fulfilling coordination duties specified in ORS 195.025, shall approve and update its comprehensive plan when participating cities within their jurisdiction legislatively or through a quasi-judicial process designate regionally significant sites.

~~Policy 4.2.17 Deschutes County supports Economic Development of Central Oregon ("EDCO"), a non-profit organization facilitating new job creation and capital investment to monitor and advocate for the region's efforts of maintaining an inventory of appropriate sized and located industrial lots available to the market.~~

~~Policy 4.2.18 Deschutes County will collaborate with regional public and private representatives to engage the Oregon Legislature and state agencies and their commissions to address public facility, transportation and urbanization issues that hinder economic development opportunities in Central Oregon.~~

~~Policy 4.2.19 Deschutes County will strengthen long term confidence in the economy by building innovative public to private sector partnerships.~~

~~Policy 4.2.10-2.2.11. The County and City shall periodically review the agreement associated with the Redmond Urban Reserve Area (RURA). The following land use policies guide zoning in the RURA.~~

- a. Plan and zone RURA lands for rural uses, in a manner that ensures the orderly, economic and efficient provision of urban services as these lands are brought into the urban growth boundary.
- b. ~~New~~ Parcels shall be a minimum of ten acres.
- c. Until lands in the RURA are brought into the urban growth boundary, zone changes or plan amendments shall not allow more intensive uses or uses that generate more traffic, than were allowed prior to the establishment of the RURA.
- d. For Exclusive Farm Use zones, partitions shall be allowed based on state law and the County Zoning Ordinance.
- e. New arterial and collector rights-of-way in the RURA shall meet the right-of-way standards of Deschutes County or the City of Redmond, whichever is greater, but be physically constructed to Deschutes County standards.
- f. ~~Protect from development~~ Existing and future arterial and collector rights-of-way, as designated on the County's Transportation System Plan, shall be protected from development.
- g. A single-family dwelling on a legal parcel is permitted if that use was permitted before the RURA designation. Additionally, the County will coordinate planning efforts and development goals with the City of Redmond prior to bringing County-owned property into Redmond's urban growth boundary.

Land Use and Regional Coordination

~~Policy 4.2.11 Coordinate with the City of Redmond to assure that the County-owned 1,800 acres in the RURA is master planned before it is incorporated into Redmond's urban growth boundary.~~

~~Goal 3.2.3: Manage county-owned lands efficiently, flexibly and in a manner that to balances the needs of County residents the community as articulated in the goals and policies of this Plan and other supporting planning documents.~~

~~Policy 1.3.14 Where feasible, maintain and manage County-owned properties as follows:~~

~~a. Policy 2.3.1. Manage designated park lands to preserve the values defined in the with a park designation consistent with the goals and policies in Chapter 5 Natural Resources.~~

~~b. Permit public access to County owned lands designated as parks unless posted otherwise;~~

~~c. Encourage properties along rivers, streams or creeks or containing significant wildlife, scenic or open space values to be designated as park land.~~

Policy 2.3.2. Support the efforts of park districts, state and/or federal agencies to identify additional properties along rivers, streams, or creeks, or containing significant wildlife, scenic resources, or open space resources to designate as park land.

Goal 2.4: Minimize onerous barriers to land use application and development review processes.

Policy 2.4.1. Explore opportunities to build or obtain specialty planning knowledge and experience among staff within CDD in related fields such as wildlife, natural resources, and/or agricultural practices.

Policy 2.4.2. Explore measures to reduce development costs for projects related to agriculture and addressing houselessness, including fee reductions and expedited land use applications.

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Land Use and Regional Coordination



3

Farm and Forest Resources



Photo Credit: Amanda Photographic



Photo Credit: Amanda Photographic

Opportunities, Challenges, and Considerations

Farm and forestry resources and operations continue to play an important role in the character and economy of Deschutes County. However, a variety of ongoing and forecasted trends will impact the viability and vitality of these industries and the people who contribute to them. A number of these trends and challenges are described below and more information about some issues is found in the Water Resources section of this Plan (see Chapter 5: Natural Resources).

PREVALENCE OF SMALL FARMING OPERATIONS AND HOBBY FARMS

The 2022 Census of Agriculture profiles Deschutes County as primarily consisting of small acreage, hobby farms and other relatively small agricultural operations. As of 2022 there were approximately 1,572 farms, an increase of 5% from 2017. Although the average size of a farm in Deschutes County is 97 acres, the majority of acreage (about 85%) is in farms of 50 acres or less in size.

MARGINAL OR LOW PRODUCTIVITY SOILS

While a large proportion of the County is zoned for exclusive farm use, much of the land in these areas has marginal soils which provide limited productivity, particularly for higher value crops. Limited access to water rights and irrigation can further hamper productivity in some areas. Deschutes County attempted to reclassify certain agricultural lands through a nonresource lands program. This approach was rejected at the state level. Since that time, some landowners have successfully redesignated property, primarily to residential zones, through an applicant-initiated process.

FINANCIAL CHALLENGES

According to the 2022 Agricultural Census, agricultural producers in Deschutes County are often operating in the red. The per-farm average of market value of products sold was \$25,437, a 23% increase from 2017, and average production expenses of \$39,918. This results in a deficit of approximately \$14,481 per farm per year. Government payments help cover a portion of this deficit, with the average farm receiving \$17,959 in assistance. The costs of operating continue to be a major challenge for small family operations, resulting in approximately 48% of farms in Deschutes County reporting under \$2,500 in sales.

DECLINING FOREST PRODUCTS INDUSTRY

Approximately 1,032,436 acres of Deschutes County area are zoned for Forest Use. Historically, forestry on public and private land was a primary industry in Central Oregon with key mill sites along the Deschutes River in Bend. Over time, species protections, international competition, unsustainable harvest levels, and new technologies have reduced the overall footprint of the timber industry in Central Oregon. Recently, land uses are shifting toward recreation and residential development in these natural resource areas.



Photo Credit: Amanda Photographic

WATER SUPPLY AND IRRIGATION

Much of Deschutes County is served by six irrigation districts (Map 3-1) – these are special entities created for the purpose of delivering water to their patrons. These districts are quasi-municipal corporations chartered under Oregon law that operate as political subdivisions of the State of Oregon. In addition to irrigation, these districts also supply other services including municipal, industrial, and pond maintenance. In most cases, these districts are holders of senior water rights with shares then distributed to their patrons. As is the case with all water rights, the irrigation districts' water rights are managed by the Oregon Water Resources Department and subject to "beneficial use" requirements to prevent the waste of the water resource. The total water available for irrigation and other human uses in Deschutes County is fixed under the current water regime, and there is little opportunity to expand irrigated farming in the County. Irrigation districts with more junior water rights such as Arnold Irrigation District and North Unit Irrigation District (operating north of Deschutes County), have recently seen challenges with water delivery due to limited availability and drought.

CHANGES IN CLIMATE CONDITIONS

Because the total volume of water available for agricultural and human use is fixed, strategies to decrease water usage (capping or piping irrigation channels, irrigation timing strategies,

water conservation) will become more crucial. Deschutes County is committed to working with irrigation districts and holders of water rights to increase water conservation efforts throughout the County in a manner consistent with existing legal frameworks established by State and Federal law.

Context

Agriculture

Agriculture and ranching operations in Deschutes County vary widely based on water availability, soil, and microclimate. Subzones were created through a commercial farm study conducted in 1992. This study concluded that irrigation is a key factor to viability of operations, which enabled the County to establish smaller acreages than allowed by state law to provide additional flexibility.

Additional information about farm and forest resources is provided in the tables and charts below.

Forest Lands

Deschutes County classifies forest land in one of two zones. Forest 1 zoning is intended for land that is primarily used for forest management or commercial forestry, with a lot size over 160 acres, and not developed with residential or non-forest uses. Forest 2 zoning is intended for land that does have residential or non-forest uses, is less than 160 acres, and may contain roads or other public facilities that serve the property.

State regulations limit residential and non-forestry related development on forest lands and the County sees only a few applications for

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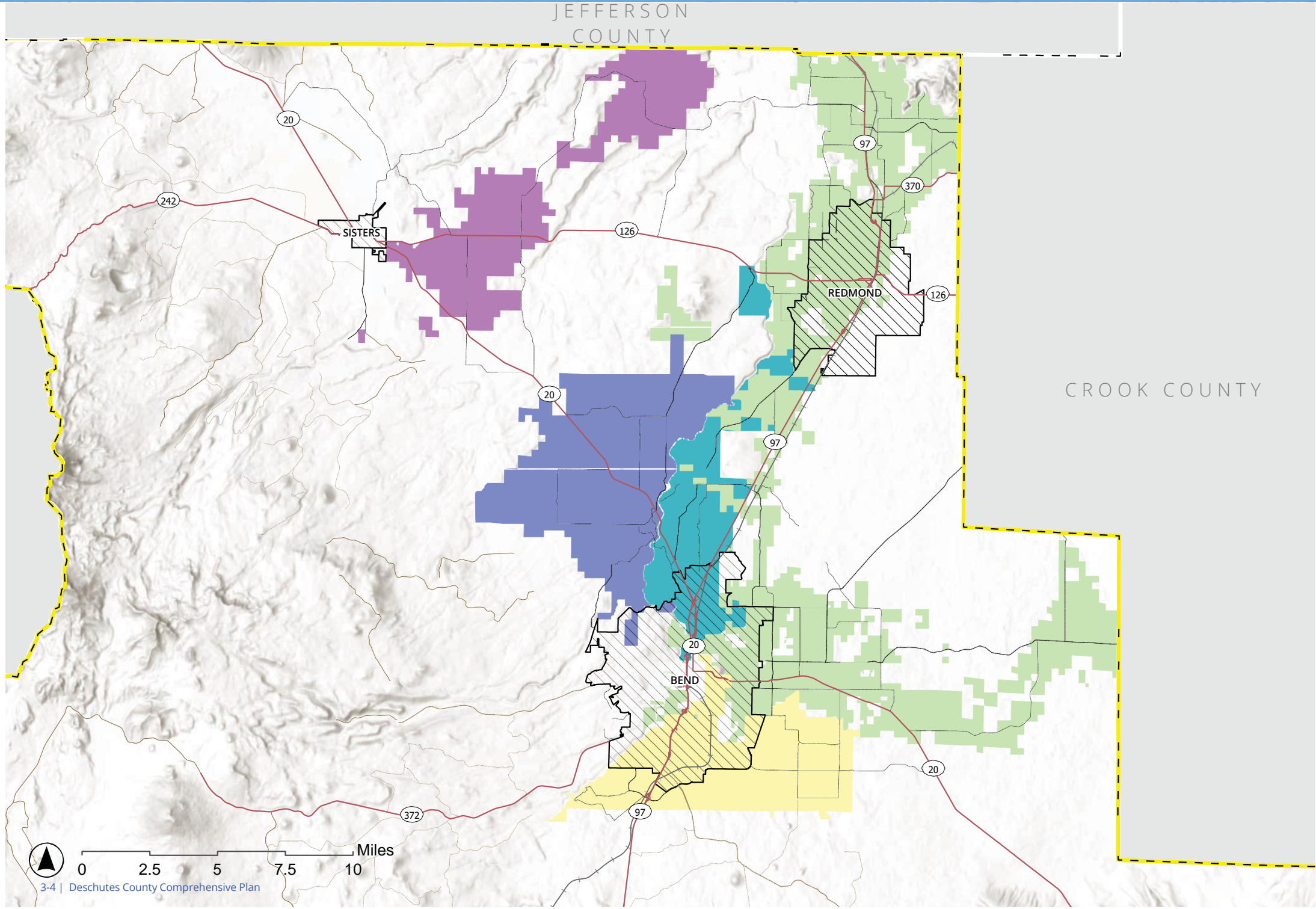
Days Above 90 Degrees in Brothers



Note: Historic data for days above 90° is not available.

IRRIGATION DISTRICTS

Map 3-1



DESCHUTES
COUNTY
2040

A PLAN FOR THE FUTURE

Irrigation Districts

- Three Sisters Irrigation District (est. 1891)
- Swalley Irrigation Dist (DRIC) (est. 1899)
- Arnold Irrigation District (est. 1905)
- Central Oregon Irrigation District (est. 1918)
- Tumalo Irrigation District (est. 1922)

Transportation

- Arterial
- Collector
- Forest Highway
- State Routes
- Railroad
- Urban Growth Boundaries
- County Boundary

Prepared by
Revised 8/1/2023



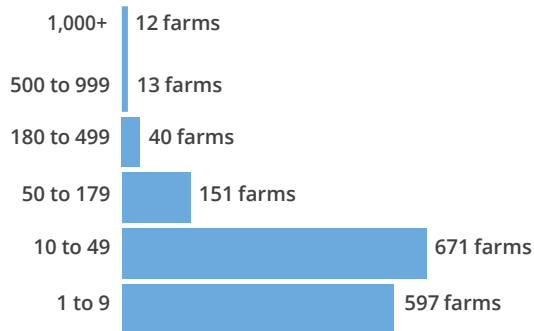
This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

Farm and Forest Resources

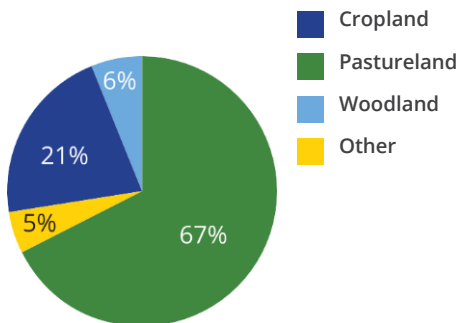
development in these areas each year. Even with this limitation on development, forest managers and service providers continue to express concern with wildfire risk associated with residential development in heavily wooded areas.

Most lands in either of these classifications within Deschutes County are federally owned and managed by the US Forest Service (USFS). Historically, forest lands were used for timber production. As timber harvesting decreases, other uses for forest lands are emerging. State regulations permit five general types of uses, including forest operations; environmental, agricultural or recreational uses; two types of

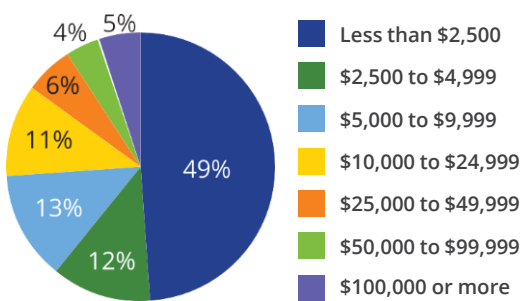
Farms By Size (acres)



Land in Farms by Use



Farms By Value of Sales



Subzone Name	Minimum Parcel Size (for farm divisions and farm-related dwellings)	Profile
Lower Bridge	130	Irrigated field crops, hay pastures
Sisters/Cloverdale	63	Irrigated alfalfa, hay and pastures, wooded grazing and some field crops
Terrebonne	35	Irrigated hay and pasture
Tumalo/Redmond/Bend	23	Irrigated pasture and some hay
Alfalfa	36	Irrigated hay and pasture
La Pine	37	Riparian meadows, grazing and meadow hay
Horse Ridge East	320	Rangeland grazing

dwelling and locally dependent uses. Permitted uses are defined and clarified in OAR 660-006. The following uses are major forest uses in Deschutes County:

- **Secondary forest products (forest operations):** There is an increasing use of secondary forest products, such as hog fuel (chipped wood) or wood slash. This type of product is generally seen as providing dual benefit, by providing economic opportunity while also reducing wildfire risk through thinning projects.
- **Alternative Energy:** Biomass is an emerging technology for renewable energy and can also be integrated with these products. The first biomass facility in the County is currently under development through a partnership with Mt. Bachelor Ski Resort and the USFS.
- **Recreation (environmental, agricultural and recreation uses):** The proximity of federal forests for hiking, mountain biking, skiing, hunting, fishing, wildlife viewing and other outdoor recreation draws tourists and residents alike. An emerging challenge is the prevalence of houseless encampments on and adjacent to federal lands. These encampments can cause conflicts with other trail users and increase fire risk.

Farm and Forest Resources

Key Community Considerations

Given the range of issues and conditions discussed above and, this plan includes a variety of policies to support farm and forest operations in Deschutes County. Additional related policies also are found in Chapter 2: Land Use and Regional Coordination, Chapter 7: Natural Hazards, and Chapter 9: Economic Development. These strategies are underpinned by the following results of Comprehensive Plan outreach efforts.

- There is strong support for conducting educational outreach to encourage water conservation and on-farm efficiency measures.
- Community members opposed rezoning low productivity farmland with poor soil to allow greater opportunities for housing, while supporting rezoning of this land to preserve open space.
- Community members also strongly support allowing greater flexibility for income-producing supplemental activities on farms such as farm-to-table dinner, farm stands, weddings, or similar events.
- Participants expressed support for investment in the agricultural economy through grants or exploring a farmland conservation program.



Photo Credit: Amanda Photographic

Section 2.2 Agricultural Lands Goals and Policies

Goal ~~1.3.1~~: Preserve and maintain agricultural lands, operations, and uses to support Deschutes County's and the agricultural economy industry.

Policy ~~2.2.4 3.1.1~~. Retain agricultural lands through Exclusive Farm Use zoning.

Policy ~~2.2.2 3.1.2~~. Continue to apply Exclusive Farm Use sub-zones ~~shall remain as described in the 1992 Farm Study and shown in the table below, unless adequate legal findings for amending the sub-zones are adopted or an individual parcel is rezoned as allowed by Policy 2.2.3 consistent with the County's most up-to-date adopted studies of agricultural land and as implemented through the County Development Code.~~

Policy ~~2.2.4 3.1.3~~. Develop comprehensive plan policy criteria and code to ~~provide clarity on~~ clarify when and how EFU parcels can be converted to other designations.

Policy ~~2.2.5~~ Uses in the Exclusive Farm Use Zones shall comply with State Statute and Oregon Administrative Rule.

Policy ~~2.2.6 3.1.4~~. Regularly review farm regulations to ensure compliance with changes to State Statute, Oregon Administrative Rules and case law.

Policy ~~2.2.7~~ Encourage water projects that benefit agriculture.

Goal ~~2.3.2~~: Promote a diverse, sustainable, and revenue-generating thriving agricultural sector.

Policy ~~2.2.9 3.2.1~~. Encourage farming by promoting the raising and selling of crops, livestock and/or poultry.

Farm and Forest Resources

Policy ~~2.2.10 3.2.2~~. Support agriculture through the use of grant funds, research, and other resources dedicated to community members and stakeholders, including but not limited to farmers, researchers, farm bureaus, and other organizations in studying and promoting economically viable agricultural opportunities and practices.

Policy ~~2.2.11 3.2.3~~. Support and encourage small farming enterprises through a variety of related strategies and programs, including, but not limited to, niche markets, organic farming, food council, buy local, farmers markets, farm-to-table activities, farm stands or value-added products, or other programs or strategies.

~~Policy 2.2.8 Support a variety of methods to preserve agricultural lands such as:~~

~~a. Support the use of grant funds and other resources to assist local farmers;~~

b. Policy 3.2.4. Work cooperatively with irrigation districts, public agencies and representatives, and landowners to promote and support agricultural uses and operations, including through use of rural reserves, conservation easements, transfer of development rights programs, land acquisition, and other preservation strategies consistent with existing federal and state law.

c. Encourage conservation easements, or purchase or transfer of development rights programs.

d. Policy 3.2.5. Support efforts to control noxious weeds and invasive species.

e. Encourage a food council or 'buy local' program.

Policy ~~2.2.12 3.2.6~~. Continue to review County Code and revise county code as needed to be

consistent with state code, rules, and regulations to permit alternative and supplemental farm activities that are compatible with farming, such as agritourism-commercial energy projects. When a preferred alternative or supplemental use identified through a public process is not permitted by State regulations work with State to review and revise their regulations, or other small-scale sustainable activities.

Policy 3.2.7. Work with the State to review and revise their regulations when a desired alternative or supplemental use identified by the County is not permitted by State regulations.

Policy 3.2.8. Use land use policy and development code requirements, including right-to-farm provisions, as well as coordination with other jurisdictions to minimize conflicts between residential uses and agricultural uses and continue to promote the viable operation of agricultural uses.

Policy 3.2.9. Provide resources such as technical assistance and access to grants to support on-site efficiency upgrades relating to agriculture.

Policy 3.2.10. Explore program to utilize compost from Solid Waste Department on farm lands to improve soils, productivity, water, efficiency, and facilitate disposal of yard debris and compostable materials.

Goal 3.3: Ensure Exclusive Farm Use policies, classifications, and codes are consistent with local and emerging agricultural conditions and markets.

Policy 2.2.13 3.3.1. Identify and retain accurately designated agricultural lands.

Policy 2.2.14 3.3.2. Continue to explore new methods of identifying and classifying agricultural lands.

Farm and Forest Resources

- a. Apply for grants to review and, if needed, update farmland designations.
- b. Study County agricultural designations considering elements such as water availability, farm viability and economics, climatic conditions, land use patterns, accepted farm practices, and impacts on public services.
- c. Lobby for changes to ~~sState s~~Statute regarding agricultural definitions specific to Deschutes County that would allow some reclassification of agricultural lands.



Policy ~~2.2.15~~ 3.3.3. Address land use challenges in the Horse Ridge subzone, specifically:

- a. The large number of platted lots not meeting the minimum acreage;
- b. The need for non-farm dwellings and location requirements for farm dwellings;
- c. Concerns over the impact on private property from off-road vehicles, facilities, and trails located on adjacent public lands.

Policy ~~2.2.16~~ 3.3.4. Work with the state to review and revise accessory farm dwelling requirements to address the needs of local farmers, including removal of parcel size restrictions.

Policy ~~2.2.17~~ 3.3.5. Encourage coordination between agricultural interests and fish and wildlife management organizations and agricultural interests, including public agencies, non-governmental organizations and others.

Policy 3.3.6. Explore the evaluation and potential redesignation of lands with a farm designation and poor soils and low productivity for protected open space, development of needed housing, or other uses that support community goals as follows.

- a. Policy ~~2.2.3~~ Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.
- b. Explore creation of a new zoning classification intended to balance the value of high desert environments while allowing for limited housing opportunities and applying this designation through coordination with interested and willing property owners.

Section 2.3 Forest Lands

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Farm and Forest Resources

Goal ~~4.3.4~~: Protect and maintain forest lands for multiple uses and objectives, including forest products, watershed protection, conservation, recreation, ~~and~~ wildlife habitat protection, carbon sequestration, forest health, and wildfire resilience.

Policy ~~2.3.1~~ 3.4.1. Retain forest lands through Forest 1 and Forest 2 zoning.

Policy ~~2.3.2~~ 3.4.2. To conserve and maintain unimpacted forest lands, retain Forest 1 zoning for those lands with the following characteristics:

- a. Consist predominantly of ownerships not developed by residences or non-forest uses;
- b. Consist predominantly of contiguous ownerships of 160 acres or larger;
- c. Consist predominantly of ownerships contiguous to other lands utilized for commercial forest or commercial farm uses;
- d. Are accessed by roads intended primarily for forest management; and
- e. Are primarily under forest management.

Policy ~~2.3.3~~ 3.4.3. To conserve and maintain impacted forest lands, retain Forest 2 zoning for those lands with the following characteristics:

- a. Consist predominantly of ownerships developed for residential or non-forest uses;
- b. Consist predominantly of ownerships less than 160 acres;
- c. Consist of ownerships generally contiguous to tracts containing less than 160 acres and residences, or adjacent to acknowledged exception areas; and

- d. Provide a level of public facilities and services, including roads, intended primarily for direct services to rural residences.”

Policy ~~2.3.4~~ 3.4.4. Notwithstanding any other quasi-judicial plan or zone change criteria, lands designated as Forest under this Plan and zoned Forest 2 may upon application be redesignated and rezoned from Forest 2 to Exclusive Farm Use if such lands:

- a. Do not qualify under State Statute for forestland tax deferral,
- b. Are not necessary to permit forest operations or practices on adjoining lands and do not constitute forested lands that maintain soil, air, water and fish and wildlife resources,
- c. Have soils on the property that fall within the definition of agricultural lands as set forth in Goal 3,
- d. Are a tract of land 40 acres or less in size,
- e. Do not qualify under State Statute and the terms of the Forest 2 zone for a dwelling, and;
- f. Were purchased by the property owner after January 1, 1985 but before November 4, 1993.

Such changes may be made regardless of the size of the resulting EFU zoning district. Such changes shall be processed in the same manner as other quasi-judicial plan or zoning map changes.

Policy 3.4.5. Ensure that criteria for and designation of Forest Lands are consistent with state administrative rules and statutes.

~~Policy 2.3.5 Uses allowed in Forest zones shall comply with State Statute~~

Farm and Forest Resources

~~and Oregon Administrative Rule.~~

Policy ~~2.3.6~~ 3.4.6. Coordinate and cooperate with the U.S. Forest Service (USFS), the Bureau of Land Management (BLM) and other public agencies to promote sustainable forest uses, including community wildfire protection projects, recreation facilities, habitat enhancements, and biomass facilities, on public forest land, including currently adopted Forest and Land Management Plans prepared by the USFS and BLM.

- a. Using the Deschutes National Forest Land and Resource Management Plan, or its successor, as the basis for mutual coordination and cooperation with the ~~U.S. Forest Service~~ USFS;
- b. Using the Prineville ~~Bureau of Land Management~~ BLM Upper Deschutes Resource Management Plan, or its successor, as the basis for mutual coordination and cooperation with the ~~Bureau of Land Management~~ BLM.

Policy ~~2.3.7~~ 3.4.7. Notify affected agencies and tribal governments when reviewing land use applications and proposals for approving development that could impact Federal or State forest lands.



Photo Credit: Amanda

~~Policy 2.3.8. Support the maintenance of the Skyline Forest as a Community Forest.~~

~~Policy 2.3.9 3.4.8. Support economic development opportunities that promote forest health, create opportunities for local production of related forest products, and reduce the prevalence of invasive plant species that adversely affect forest health and soil quality.~~

~~Policy 2.3.10 3.4.9. Provide input on public forest plans that impact Deschutes County.~~

~~Policy 2.3.11 Apply for grants to review forest lands based on ORS 215.7880215.794 (2009 HB 2229).~~

~~Policy 2.3.12 3.4.10. Coordinate with community stakeholders to support forest management plans and projects that are consistent with the policies of this chapter and with local community forest management and wildfire protection plans.~~

- a. Promote forest health and resilience to wildfire.
- b. ~~a.~~ Contribute to public safety by treating wildland hazardous fuels particularly in the designated Wildland Urban Interface as identified in the Community Wildfire Protection Plans described in Chapter 13, Natural Hazards, described in Section 3.5 of this Plan.
- c. ~~b.~~ Retain and improve fish and wildlife habitat.

~~Goal 2 Adequately address impacts to public safety and wildlife when allowing development on forest lands.~~

~~Policy 2.3.13 3.4.11. Continue to r~~Review and revise the County Code and revise as needed to ensure development in forest zones minimizes and/or mitigates impacts

Farm and Forest Resources

particularly impacts on fish and wildlife habitat, forest health, and public fire safety wildfire resiliency.

4

Mineral and Aggregate Resources





Opportunities, Challenges, and Considerations

Surface mining provides non-renewable resources, such as pumice, cinders, building stone, sand, gravel and crushed rock. The extraction of these materials provides employment as well as products important to local economic development. However, mining of mineral and aggregate resources creates noise, dust and traffic and potential pollution that can conflict with neighboring land uses, particularly residential uses.

The Oregon Department of Geology and Mineral Industries (DOGAMI) regulates surface mining sites in Deschutes County. The last available published analysis of mineral resources in Deschutes County was completed by DOGAMI in 1976. No updates have been completed during that time due to limited staff. A continued challenge is monitoring the availability of these resources. However, it is likely that Deschutes County has enough mineral resources to meet demand for the next 20 years.

When a mineral resource is exhausted, the site is required to submit a reclamation plan to Deschutes County and DOGAMI. This plan identifies how the site will be closed for mineral operations, environmental impacts will be mitigated, and steps to be taking to return the site to a new use. As mineral and aggregate resources are exhausted, property owners often rezone the site from the "Surface Mine" designation to a new zone (often a residential zone), to allow for new development to occur. Coordination with DOGAMI and property owners is imperative to ensure this reclamation process occurs in an efficient and environmentally focused manner.

Context

Surface mining is protected through Statewide Planning Goal 5, Natural Resources, Scenic and Historic Areas and Open Spaces and the associated Oregon Administrative Rule (OAR) 660-023 (this rule replaced 660-016 in 1996). Mineral and aggregate resources are included on the list of Statewide Goal 5 resources that the County must inventory and protect.

The County maintains an inventory of surface mining sites as part of its Goal 5 program, shown in Map 4-1. There are currently 59 mining sites identified in the Deschutes County GIS data, and 8 sites that have been reclaimed.

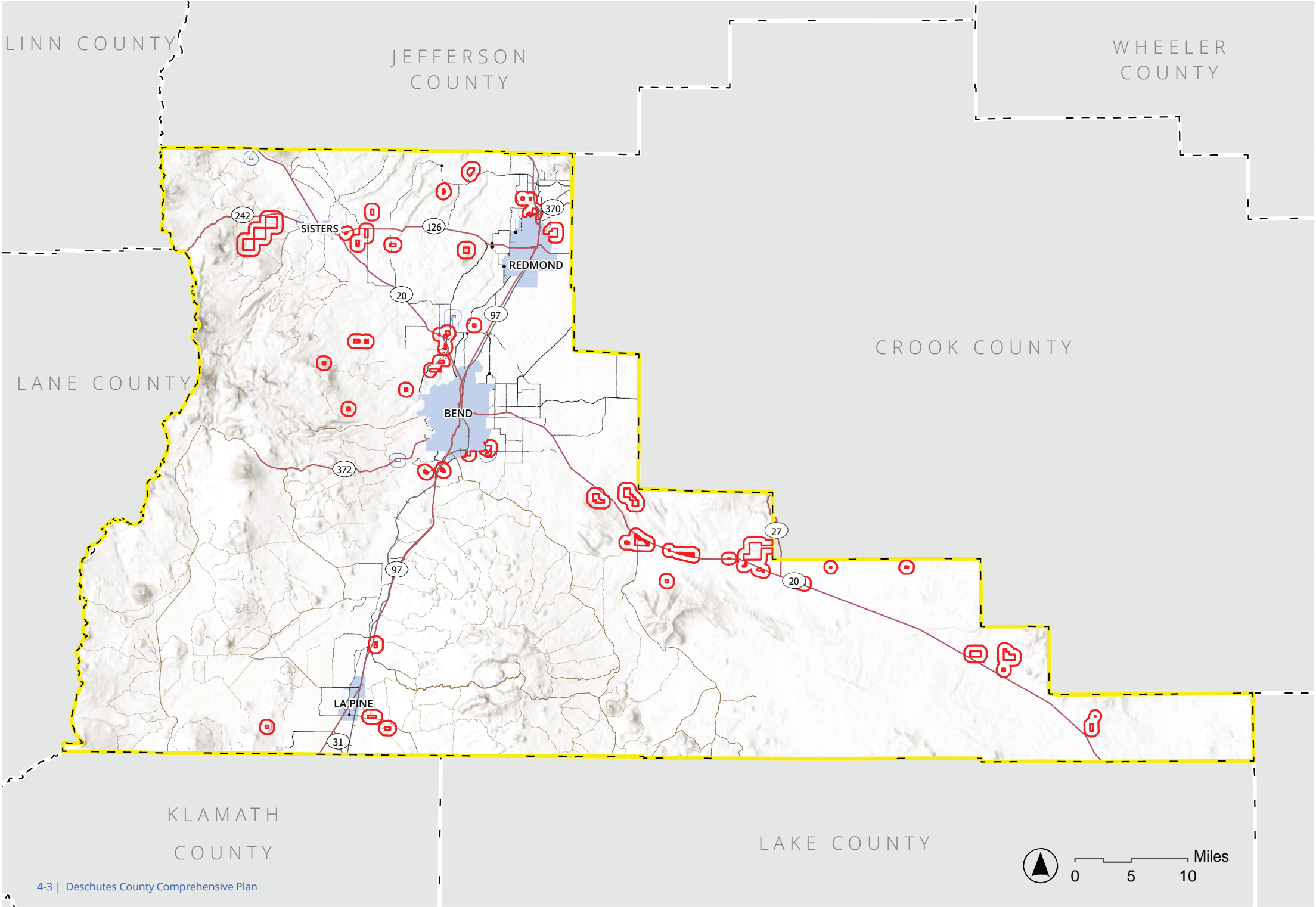
Mining sites are subject to a Surface Mining Impact Area Combining Zone that applies within ½ mile of the mining site boundary. This combining zone limits new uses and expansion of existing uses that may be impacted by mining activities and are not in compliance with the site-specific Economic, Social, Environmental, and Energy (ESEE) analysis for nearby mining sites. In certain cases, a waiver of nonremonstrance may also be required in this zone.


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SURFACE MINING


Map 4-1







DESCHUTES
COUNTY
2040


A PLAN FOR THE FUTURE

 County Boundary


 Urban Growth Boundaries


Zoning Surface Mining Impact Area


 Surface Mining Impact Area

 Reclaimed - Surface Mining Impact Area

Transportation

 State Routes

 Railroad

 County Lines

This map is for information purposes only. The County's official zoning and comprehensive plan maps can be accessed through the Deschutes County Dial Property Information System. Please note that these maps do not represent all of the County's combining and overlay zones.

Prepared by  

Revised 8/1/2023

Key Community Considerations

Transportation agencies expressed concern regarding the impact of depleting mineral resources on road operations, including the use of cinder for winter maintenance and other resources for use in new road projects. The topic of mineral and aggregate resources was not a focus of community discussion as part of this Comprehensive Plan update, though the priorities of a diverse economy and protected natural areas for habitat and open space are interrelated with this subject. The following goals and policies represent a balance of these community interests.

Section 2.10 Surface Mining Goals and Policies

Goal ~~4.1.1~~: Protect and utilize mineral and aggregate resources while minimizing adverse impacts of extraction, processing, and transporting the resource.

Policy 4.1.1. Implement adopted Goal 5 Surface Mining inventories.

~~Policy 2.10.1. Goal 5 mining inventories, ESEEs and programs are retained and not repealed.~~

~~Policy 2.10.2 4.1.2. Cooperate and~~
~~Coordinate mining regulations with the~~
Oregon Department of Geology and Mineral Industries (DOGAMI) on mining regulations and studies.

~~Policy 2.10.3 4.1.3. Balance protection of~~
mineral and aggregate resources with conflicting resources and uses.

~~Policy 2.10.4 Review surface mining codes and revise as needed to consider especially mitigation factors, imported materials and reclamation.~~

~~Policy 2.10.5 Review surface mining inventories as described in Section 2.4, including the associated Economic, Social, Environmental, and Energy (ESEE) analyses.~~

~~Policy 2.10.6 4.1.4. Support efforts by private property owners and appropriate regulatory agencies to address the required~~ reclamation of Goal 5 mining sites approved under 660-016 following mineral extraction.

59

Active Mining Sites

9,235

Acres in Surface Mining Zone

including Black Butte Ranch
Surface Mine/Limited Use Zone

8

Reclaimed Sites

58,881

Acres in the Surface Mining
Impact Area Combining
Zone (SMIA)

Source: Deschutes County GIS information

5

Natural Resources





Opportunities, Challenges, and Considerations

Natural resources in Deschutes County are abundant. Wildlife, scenic views of forests and peaks, and open spaces to preserve habitat and native vegetation are among the County's top assets.

Oregon Statewide Planning Goal 5 governs Natural Resources, Scenic and Historic Areas, and Open Spaces. Through this goal, the County maintains inventories and regulatory protections to preserve these many resources. These regulations are created by weighing Economic, Social, Environmental, and Energy (ESEE) consequences associated with protection of a resources.

Topics covered in this chapter include:

- Protected Wildlife Resources
- Open Space and Scenic Views
- Water Resources

PROTECTED WILDLIFE RESOURCES

Deschutes County has some of the broadest and most robust wildlife protections in the state, covering a variety of species. The County has development protections within and surrounding numerous wildlife habitats. Some of these habitats have mapped geographic boundaries such as Deer Winter Range, Deer Migration Range, Antelope Habitat, Golden Eagle – Sensitive Bird Habitat, and Elk Habitat.

Other species are commonly found in protected riparian areas, such as wetlands and floodplains. Deschutes County contains general habitats for fish, fur-bearing animals, waterfowl, and upland game birds.

A continued challenge to wildlife resources is rural development and impacts on habitat. Mule deer are seeing steady declines, approximately 10% each year per Oregon Department of

Fish and Wildlife biologists. These declines in population are due to a variety of factors, including but not limited to loss of habitat, vehicle collisions, poaching, predation, and disease.

SCENIC VIEWS AND OPEN SPACE

The 2010 Greenprint¹ for Deschutes County listed protection of scenic viewsheds as one of the top five community priorities for conservation in the rural County, and the protection of open space has been one of the key topics of discussion during the most recent update of this Comprehensive Plan. The County has several designated scenic corridors, including several scenic bikeways, highways, and wild and scenic river sections.

¹ The Trust for Public Land. Oregon's Playground Prepares for the Future: A Greenprint for Deschutes County. 2010. http://cloud.tpl.org/pubs/local_or_deschutes%20greenprint.pdf

Natural Resources

With close to 80% of the County under public ownership, many community members enjoy access to natural resources on public lands. A perennial issue among community members is preserving scenic views and open spaces closer to home on undeveloped private properties.

WATER RESOURCES

Deschutes County contains groundwater resources, defined as water that exists underground in saturated zones beneath the land surface², and surface water resources. Surface water refers to streams, lakes, rivers, and reservoirs³.

Groundwater is used for a variety of permitted and exempt activities. Residential wells in the rural county make up the largest user group of groundwater, and are exempt from any permit, provided that the property owner abides by specific standards. Water rights and/or permits are required for other major use categories, such as quasi-municipal or municipal uses, pond maintenance, irrigation and other commercial and industrial activities.⁴

The Deschutes River and its tributaries serve as the region's surface water resources. Surface water rights in the Upper Deschutes Basin are fully allocated, meaning no new surface water rights can be issued. Approximately 86% of basin water rights are associated with agriculture, 12% associated with instream uses, and 2% associated with municipal uses⁵.

Statewide Planning Goal 5

Oregon land use planning protects wildlife with Statewide Planning Goal 5 and the associated Oregon Administrative Rule (OAR) 660-023. Goal 5 includes a list of resources which each local government must inventory, including wildlife habitat.

The Goal 5 process requires local governments to inventory wildlife habitat and determine which items on the inventory are significant. For sites identified as significant, an Economic, Social, Environmental and Energy (ESEE) analysis is required. The analysis leads to one of three choices: preserve the resource, allow proposed uses that conflict with the resource or strike a balance between the resource and the conflicting uses. A program must be provided to protect the resources as determined by the ESEE analysis.

Appendix A of the Comprehensive Plan contains the full ESEE ordinances for the County's protected Goal 5 resources.



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² US Geological Survey Definition - Groundwater

³ US Geological Survey Definition - Surface Water

⁴ Oregon Water Resources Department. 2021 Review of the Deschutes Basin Groundwater Mitigation Program. <https://www.oregon.gov/owrd/WRDReports/5YearDeschutesGWMitigationProgramReport.pdf> 5 Bureau of Reclamation and Oregon Water Resources Department. 2019 Upper Deschutes River Basin Study. https://cdn.prod.websitefiles.com/667093eeb1bb316e69f0e9c6/667093eeb1bb316e69f0e9d8_Upper%20Deschutes%20River%20Basin%20Study%20Final.pdf

Natural Resources

Groundwater and surface water in Deschutes County are closely tied. Numerous studies have noted the interconnections between stream flow and well levels over time in Deschutes County. Programs, such as the Deschutes Basin Groundwater Mitigation Program, seek to monitor these connections.

Deschutes County plays a coordination role along with the Oregon Department of Water Resources, Soil and Water Conservation Districts, irrigation districts, water users, owners of private wells, and other stakeholders to address these water resource issues.

Context

Protected Wildlife Resources

Wildlife diversity is a major attraction of Deschutes County. The key to protecting wildlife is protecting the habitats each species needs for food, water, shelter, and reproduction. Also important is retaining or enhancing connectivity between habitats to protect migration routes and avoid isolated populations.

In considering wildlife habitat, counties rely on the expertise of the Oregon Department of Fish and Wildlife (ODFW) and U.S. Fish and Wildlife Service (USFWS). Those agencies provide information for the required wildlife inventory and recommendations on how to protect wildlife habitat on private lands.

A snapshot of Deschutes County's wildlife protection program is included below. Extensive information is included in Appendix E, the County's Goal 5 inventory.

MULE DEER

Migration corridors and winter range are essential habitats needed to support mule deer in Deschutes County. The Bend/La Pine migration corridor is approximately 56 miles long and 3 to 4 miles wide and parallels the Deschutes and Little Deschutes Rivers. The corridor is used by deer migrating from summer range in the forest along the east slope of the Cascades to the North Paulina deer winter

range. Deschutes County adopted a "Deer Migration Priority Area" based on a 1999 ODFW map submitted to the South County Regional Problem Solving Group. This specific sub-area is precluded from destination resorts.

From 2021-2023, Deschutes County explored an update to the county's mule deer inventory, which included extensive community participation including through the public record. Ultimately, the decision was made not to update.

SENSITIVE BIRDS

Nest sites for the bald eagle, osprey, golden eagle, prairie falcon, great grey owl, greater sage-grouse, and great blue heron rookeries are inventoried by the County. The area required for each nest site varies between species. The minimum area required for protection of nest sites has been identified by the ODFW in their management guidelines for protecting colony nesting birds, osprey, eagles, and raptor nests.

The USFWS works closely with ODFW on eagle-related issues and enforces federal guidelines to ensure protection of bald and golden eagles.



Credit: Andrew Walch/ODFW

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ELK

The Land and Resource Management Plan for the Deschutes National Forest identifies six key elk habitat areas in Deschutes County. The ODFW also recognizes these areas as critical elk habitat for calving, winter, or summer range. The following areas are mapped on the Big Game Habitat Area map and in the Deschutes National Forest Land and Resource Management Plan:

- Tumalo Mountain
- Kiwa
- Ryan
- Crane Prairie
- Fall River
- Clover Meadow

ANTELOPE

The Bend and Ochoco District offices of the ODFW provided maps of the antelope range and winter range. The available information is adequate to indicate that the resource is significant. The antelope habitat is mapped on Deschutes County's Big Game Habitat-Wildlife Area Combining Zone Map.

Scenic Views and Open Space

Deschutes County has a rich abundance of open space. Approximately 79% of land in Deschutes County is federally owned, providing ample open space and scenic views adjacent to these areas. Open spaces are generally undeveloped areas that are being maintained for some other purpose, such as farms, parks, forests, or wildlife habitat. Besides the value that stems from the primary use of the land, open spaces provide aesthetically pleasing undeveloped landscapes. Because these areas are undeveloped, they also provide additional benefits such as water recharge, buffers for habitat, and safety zones from natural hazards such as flooding and wildfire.

Open spaces and scenic views are an important draw for visitors and are often mentioned as important to the area's quality of life. The backdrop of the Cascade Mountains, with its vast

Natural Resources

forest and sagebrush landscapes and riparian and wetland habitats, all provide an inspirational setting for visitors and residents alike. Statewide Planning Goal 5 recommends, but does not require, creating an inventory and protections for open spaces, scenic views and sites. Oregon Administrative Rule (OAR) 660-023 defines open space designations as parks, forests, wildlife preserves, nature sanctuaries, and golf courses.

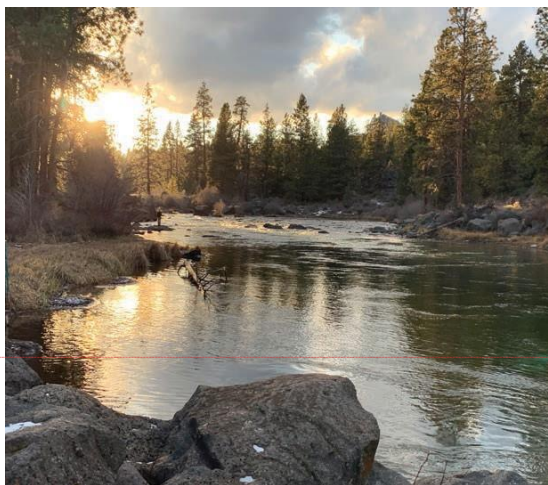
Open spaces are protected through an Open Space and Conservation map designation and zoning district. Scenic view protection is implemented through the Landscape Management Combining Zone regulations.

Water Resources

Deschutes County's Role in Water Management is described below.

REGULATORY AGENCIES

The primary state regulator of water availability is the Oregon Water Resources Department (OWRD). The Oregon Department of Environmental Quality (DEQ) leads the monitoring and enforcement of water quality standards. The Oregon DEQ is required to comply with the Federal Environmental



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Natural Resources

Protection Agency. Numerous sections of the Deschutes River in Deschutes County hold a special status as a federal wild and scenic river, as well as a state scenic waterway. These areas carry additional regulations through the 1996 Upper Deschutes Wild and Scenic River and State Scenic Waterway Comprehensive Plan, requiring additional agency coordination with the Oregon Parks and Recreation Department and the US Forest Service on development impacting these sections.

STATEWIDE PLANNING GOALS

There are two Statewide Planning Goals relating to the protection of water resources. Goal 5 (Natural Resources, Scenic and Historic Areas, and Open Spaces) requires an inventory and protection of the following water resources. In Deschutes County, these inventories have been completed and acknowledged by the Land Conservation and Development Commission (See Appendix A for Goal 5 Inventories). Goal 6 (Air, Land, and Water Resources Quality) requires comprehensive plans to be consistent with state and federal pollution regulations. Accordingly, it is imperative that local land use policies align with Federal and State laws governing the community's water resources.

The policies in this section relating to water provide the framework for evaluating land use actions and define the responsibility of the County to work in partnership with cities, agencies, non-profits and others to achieve efficient use of water resources and effective management of water quality in the Upper Deschutes Basin.

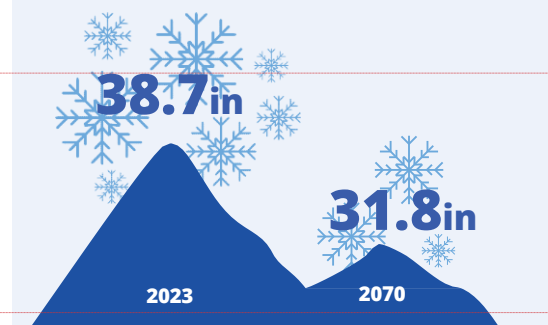
It is important to underscore that the primary water resource management process occurs outside of the state land use planning system. Oregon land use and water management are not integrated; there are no overarching administrative rules that consider statewide water management in conjunction with land use planning.

SNOWPACK

Although there is expected to be a slight increase in winter precipitation by the middle of the century, snowpack is expected to decline throughout the Cascades. The decline in snowpack (which has already been observed, see figure below)⁶ is due largely to increasing temperatures causing some precipitation to fall as rain rather than snow. This has the double effect of decreasing snowfall and melting the previously fallen snow. At the Mt Bachelor Ski Resort, April snowpack is expected to decline between 11% and 18% by the middle of the century and between 18% and 43% by the end of the century.

⁶ Adapted from Mote, P.W., Li, S., Lettenmaier, D.P. et al. Dramatic declines in snowpack in the western US. *npj Clim Atmos Sci* 1, 2 (2018). <https://doi.org/10.1038/s41612-018-0012-1>

Average Snowpack near Mt. Bachelor Base Village on April 1



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Natural Resources

LAVA SPONGE

Deschutes county is fortunate to be underlain on the Western side by relatively young volcanic lava sponge. This sponge is highly porous and is able to absorb large quantities of water during the wet season and gradually release it via abundant springs along the eastern slope. The great advantage this provides is that the resulting summer flows into the Deschutes basin are not as dependent on overground flow of snowmelt, and therefore are expected to maintain a relatively stable water supply even as snowpack decreases into the next century.

GROUNDWATER USE

The groundwater aquifer is roughly 1,000 feet thick across significant parts of the basin and is replenished yearly by the Cascades' precipitation.

A report from GSI Water Solutions in 2022 noted the Upper Deschutes Basin receives over 4,000 cubic feet per second (cfs) of annual recharge.⁷ This recharge is primarily from in-basin precipitation, although minor amounts of recharge are attributed to interbasin flow in which water travels from the Metolius basin, and canal leakage. Groundwater pumping is equivalent to approximately two percent of the annual groundwater recharge. In the Deschutes Basin, a small amount of groundwater is also used by farmers for crop or pasture irrigation. Groundwater is also used for "exempt" purposes, including residential wells, irrigation of non-commercial lawns under a half-acre, stock watering, and fire control. Groundwater rights are commonly used by cities to support housing and development. The 2019 Upper Deschutes Basin Study estimates 40,000-acre feet are diverted each year, primarily from groundwater purposes to serve municipal and quasi-municipal uses.

⁷ "GSI Solutions Understanding Upper Deschutes Basin Groundwater Levels, September 2022". https://www.oregon.gov/owrd/Documents/White%20Paper_Understanding%20Upper%20Deschutes%20Basin%20GW%20Levels_9_26_2022.pdf

Deschutes Basin Hydrogeology

The Deschutes River Basin, from its headwaters to the Columbia River, encompasses 10,400 square miles of the north central part of the State. Nearly 91% of Deschutes County lies within the Deschutes Basin. The upper Deschutes River Basin is characterized by recent volcanic activity and strong and rapid groundwater flows. The geologic conditions lead to a strong connection between surface and ground water.

Groundwater flows eastward from the Cascade Range through permeable volcanic rocks out into the basin and then generally northward. Groundwater recharge comes from precipitation in the Cascade Range, inter-basin flow and leaking irrigation canals. Approximately one-half of the ground water flowing from the Cascade Range discharges to spring-fed streams along the margins of the range. The remaining groundwater flows through the subsurface, and eventually discharges to streams near the confluence of the Deschutes, Crooked, and Metolius Rivers.

The large amount of groundwater discharge in the confluence area is primarily caused by geologic factors. The Deschutes River flows north through permeable rock until it hits a region of low-permeable rock near the confluence area. There the permeable rock strata terminates, forcing water to the surface. Virtually all of the regional groundwater in the upper Deschutes Basin discharges to streams south of the area where the Deschutes River enters this low-permeability terrain, at roughly the location of Pelton Dam.

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Natural Resources

A 2021 report by the Oregon Department of Water Resources found that groundwater levels in Deschutes County are declining, by as much as 30 feet of total decline in the central part of the basin. This decline has caused wells in densely populated areas of the County to run dry, requiring extensive well deepening work. Groundwater levels are directly related to recharge rates which are directly impacted by rainfall and recharge from other sources such as flood irrigation and leaky ditches and canals. Impediments to recharge include such things as increased irrigation efficiency, large scale piping projects, and increased juniper populations. This decline is considered “excessively declined” per state statute and is attributed to a shift toward overall drier conditions since the late 1990s, expanding Juniper forests, increased groundwater pumping, a warming trend in the basin, and decreased snowpack. However, studies show that drought and groundwater levels are cyclical and may vary over the years. For example, the 1930s and 1970s were dryer than current conditions.

The State of Oregon is currently exploring measures to restrict overuse of groundwater rights through its Groundwater Allocation rulemaking. The program would limit issuance of new groundwater rights when groundwater levels are in a period of excessive decline. Because the groundwater in the Deschutes Basin is directly connected to the flow of the Deschutes River, all additional groundwater use must be mitigated by decreased use of groundwater or surface water elsewhere through the Oregon Water Resources Department’s Deschutes Groundwater Mitigation program. This can include retiring of other water rights, or the release of water into the waterway. A mitigation permit must be obtained before a new groundwater right can be accessed.⁸

⁸ Information from the Oregon Water Resources Board Mitigation Program.

Voluntary and or regulatory conservation mechanisms are needed from all users to prevent overuse of the groundwater resource at the local level and mitigate groundwater level declines.

SURFACE WATER USE

The 2019 Deschutes Basin Study found that total water inflows to the basin vary from 860,000 acre-feet to 2.3 million acre-feet, depending on how much precipitation falls in a given year or several consecutive years. Approximately 720,000 acre-feet (86%) of surface water is diverted each year for irrigation districts. The study noted that declines in flow associated with precipitation and snowpack, combined with overallocation of water rights in the basin, continue to lead to shortfalls for junior water right holders. In low water years, junior water holders in the North Unit and Arnold Irrigation Districts are not able to access water due to this shortage, negatively impacting agricultural and other operations that depend on surface water rights.

Aside from impacting operations, the reduction of surface flows can also impact wildlife habitat. The Deschutes Basin is home to the Oregon spotted frog and bull trout, which are federally listed as threatened species. To mitigate the impacts from storage, release, diversion and return of irrigation water on these species, the Deschutes Basin Habitat Conservation Plan was finalized and approved by the US Fish and Wildlife Service in 2020. The plan was developed in partnership with the Deschutes Basin Board of Control representing irrigation districts, along with tribal governments, agency staff, and other stakeholders and seeks to provide predictability to water managers of surface flows for the next 30 years. The plan outlines a combination of water management practices, funding for conservation projects, funding for instream leasing programs, and parameters for seasonal release of irrigation water, among other efforts.

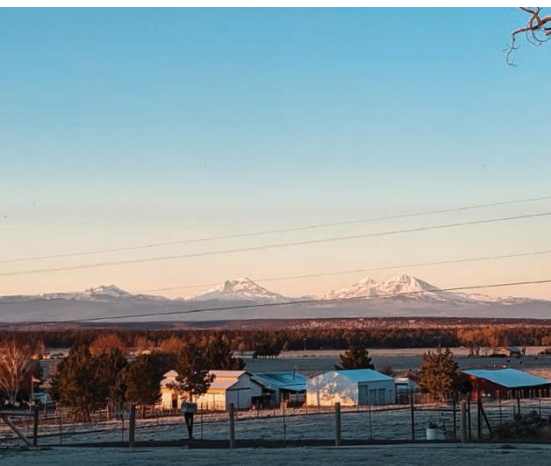
Natural Resources

Irrigation districts and other entities are engaged in ongoing efforts to pipe canals and modernize irrigation systems to increase their efficiency. Due to water transmission losses in irrigation canals from seepage into groundwater and evaporation, piped canals typically require only half the amount of water to be diverted from the river or stream to deliver the same volume of water to the end user compared to open canals.

Community members have expressed concern that piping canals may contribute to local aquifer declines due to loss of artificial recharge from leaking infrastructure. Continued education and monitoring on this topic will be helpful to best understand the actual impact of canal piping on groundwater resources.

WATER QUALITY

Generally, groundwater quality in Deschutes County is classified as being 'good,' providing high quality drinking water to most of its residents. However, several productive aquifers lie in shallow alluvial sediments that are vulnerable to contamination from human activities and development.



The Department of Environmental Quality (DEQ) Laboratory and Water Quality Divisions' Groundwater Quality Report for the Deschutes Basin (March 2006) identifies areas of concern for groundwater contamination based on various sources of data and groundwater quality studies. Based on collected data, development patterns and the geology of the underlying aquifer, the report makes recommendations for a couple of areas in the County. The report notes the groundwater aquifer in the Redmond area is vulnerable to contamination from human activities and recommends further study by the DEQ. The La Pine aquifer in the southern portion of the county from the Sunriver area into Northern Klamath County between Newberry Caldera and the Cascades is an area of particular concern because of data collected through several studies and the high level of development in the area. The report also identifies underground injection systems that could contaminate the aquifer with pollutants from stormwater drywells or sewage drillholes.

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In South Deschutes County, the concern for groundwater quality arises from nitrate contamination associated with on-site wastewater treatment (septic) systems discharging to the shallow unconfined aquifer. The issue is small lots with highly permeable rapidly draining soils and a high groundwater table with relatively cold water temperatures. Combined with the fact that the majority of lots are served by on-site wastewater treatment systems and individual wells, concern arose that nitrates from the septic systems could contaminate local wells and the river system.

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Considerable work has gone into studying the groundwater in South County. In 1999 Deschutes County and the Department of Environmental Quality (DEQ) identified the need for a better understanding of the processes that affect the movement and chemistry of nitrogen in the aquifer underlying the La Pine area. In response, the U.S. Geological Service (USGS), in cooperation

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with Deschutes County and DEQ, began a study to examine the hydrologic and chemical processes that affect the movement and chemical transformation of nitrogen within the aquifer. A primary objective was to provide tools for evaluating the effects of existing and future residential development on water quality and to develop strategies for managing groundwater quality.

Field research from the USGS study shows that in a 250-square-mile study area near La Pine the groundwater underlying the La Pine sub-basin is highly vulnerable and being polluted by continued reliance on traditional onsite systems. Environmental impacts from residential development include higher nitrate concentrations in groundwater that is tapped for domestic water supply and discharges to rivers. Nitrates are regulated by the federal Environmental Protection Agency and DEQ as a human health concern. Vulnerability of the shallow aquifer to contamination led to concern that wastewater from septic systems poses a threat to the primary drinking water supply and local river systems. The Upper Deschutes and Little Deschutes Sub-basins have abundant, natural sources of phosphorus from volcanic soils and rocks so the rivers are naturally nitrogen limited. Nitrogen-limited rivers are sensitive to low concentrations of available nitrogen until some other component becomes limiting, and that may lead to ecological impacts.

In 2008 the County used the research on nitrates to adopt a 'local rule' that required South County residents to convert their septic systems over a period of 14 years to alternative sewage system technology designed to reduce nitrates. New septic systems were also required to use alternative technologies. The County created a process to assist residents in funding the conversions.

Many South County residents expressed concern over the costs involved with converting their

septic systems and disputed the science behind the rule. Placed on the ballot by petition, the local rule was rescinded by voters in March 2009.

As of 2010 the DEQ is leading the effort to address nitrates in South County, with the full cooperation of the County. One solution being considered is creating a sewer system or extending Sunriver's to serve some of the nearby areas. Sewer systems are tightly restricted on rural lands by Statewide Planning Goal 11 and OAR 660-11, so the Department of Land Conservation and Development is also involved in these efforts. The County and Oregon Department of Environmental Quality attempted to apply for an exception to Goal 11 to allow for a community sewer system in 2016, although the effort was overturned by the Oregon Land Use Board of Appeals.

ALGAL BLOOMS

Algal blooms have been a problem for recreational lakes in the cascade mountains in recent years. Since 2007, the Wickiup Reservoir, Crane Prairie Reservoir, and Paulina Lake have experienced algal or bacteria blooms that required a health advisory.⁹

Although not all algal blooms are toxic, they interfere with recreation and aesthetic enjoyment. In general, algal blooms are caused by elevated nutrients, elevated temperature, and still water. Algal blooms in other parts of the state have led to drinking water concerns, but Deschutes County cities are supplied by groundwater and so the risk in algal blooms is mainly to recreation, with the exception of Bridge Creek, which supplies water to the City of Bend.

⁹ <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/RECREATION/HARMFULALGAE/BLOOMS/Pages/archive.aspx>

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Key Community Considerations

Natural resources for recreation, passive enjoyment, habitat protection, and economic production are a fundamental part of life in Deschutes County, and as such were a key part of the community conversation in this Comprehensive Plan update. Highlights of this conversation include:

- Concern about the ability of the County's water supply to accommodate more residents, visitors, and water-intensive jobs in the future
- Interest in a re-evaluation of water rights for urban, agricultural, and "hobby farm" uses.
- A robust discussion around wildlife inventories, habitat conservation, open space regulations, and impacts on private property owners.

The topic of habitat conservation and water availability came up frequently, with most participants saying that further protections are needed. However, there was also recognition of the burden these protections may put on property owners. Deschutes County does not have the authority or expertise to evaluate or reallocate water rights as part of its land use planning efforts, leading the County to instead work with the Oregon Department of Water Resources, irrigation districts, the Bureau of Reclamation, US Department of Agriculture, conservation districts, non-governmental organizations, and holders of water rights to increase the efficiency of water distribution throughout the community.

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Goals and Policies

Section 2.5 Water Resource Goals and Policies

Goal 1 ~~5.1~~: Support ~~Develop~~ regional, comprehensive water management ~~policies~~ solutions that balance the diverse needs of water users and recognize Oregon water law.

Policy ~~2.5.4~~ 5.1.1. Participate in Statewide and regional water planning including, but not limited to:

- a. Work cooperatively with appropriate federal, state, tribal and local agency resource managers, stakeholders, such as The Confederated Tribes of the Warm Springs Reservation of Oregon, the Oregon Water Resources Department (OWRD), the Deschutes Water Alliance, irrigation districts, and other stakeholders and nonprofit water organizations, such as the Deschutes Basin Water Collaborative, the County Soil and Water Conservation District.
- b. Support the creation and continual updating of a regional water management plan development and implementation of Upper Deschutes Basin Study, Habitat Conservation Plan, and Biological Opinion from National Marine Fisheries Service for the middle and lower Deschutes Rivers.

Policy ~~2.5.2~~ 5.1.2. Support grants for water system infrastructure improvements, upgrades, or expansions.

Policy ~~2.5.3~~ Goal 5 inventories, ESEEs and programs are retained and not repealed.

Policy 5.1.3. Develop better understanding of The Confederated Tribes of the Warm Springs Reservation of Oregon's treaty-protected rights to co-manage the water resources of the Deschutes Basin.

Policy 5.1.4. Encourage state agencies to identify local areas of concern for water

availability and explore additional regulations or requirements to ensure water capacity is not negatively impacted by development.

Goal ~~2-5.2~~: Increase water efficiency and conservation efforts among all users, including homeowners and businesses.

Policy ~~2.5.4.5.2.1~~. Support Promote efficient water use through targeted conservation, educational and, as needed, regulatory or incentive programs.

- a. Review County Code and revise as needed to ensure ~~Encourage~~ new development to incorporate efficient water use practices for all water uses.
- b. Provide education and resources to community members regarding the beneficial ~~Encourage~~ the reuse of grey water for landscaping.
- c. Encourage and educate the community about the relative impacts of thinning or reduction of plant species that adversely impact forest health, water availability, and soil quality.
- d. Encourage and educate the community about on-farm efficiency measures, including upgrades to equipment.
- e. Encourage and educate the community about the use of voluntary metering of water use to monitor seasonal impacts on water use.
- f. Provide access to educational materials and tools related to water conservation including publications, information about grant opportunities, and/or partner with organizations on educational events.
- g. Encourage and educate community members on stewardship of wetlands and waterways.
- h. Provide access to educational materials about water-wise gardening and xeriscaping.

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- i. Encourage establishment of water reuse and recycling programs, in particular for County facilities.

Policy ~~2.5.5.5.2.2~~. Promote ~~a~~ coordinated regional water conservation efforts and implementation by regional, tribal, and local organizations and agencies, that includes increasing public awareness of and implementing water conservation tools, incentives, and best practices.

Policy ~~2.5.6.5.2.3~~. Support conservation efforts by irrigation districts, property owners, and other water users, including programs to provide incentives for water conservation, such as piping of canals and laterals, water banking, exchanges of water rights, voluntary transfers of in-stream flows, onsite efficiency measures, and other means.

Goal ~~3-5.3~~: Maintain and enhance a healthy ecosystem in the Deschutes River Basin.

Policy ~~2.5.7.5.3.1~~. ~~The County shall~~ Notify the Oregon ~~Division~~ Department of State Lands, and the Oregon Department of Fish and Wildlife ~~the Confederated Tribes of the Warm Springs Reservation of Oregon, and other state and federal agencies as appropriate~~ of any development applications for land within a wetland identified on the ~~National Wetland Inventory or South Deschutes County Local Wetland Inventory statewide wetland inventory~~ maps.

Policy ~~2.5.8.5.3.2~~. Work with ~~stakeholders~~ The Confederated Tribes of Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers to restore, maintain and/or enhance healthy river and riparian ecosystems and wetlands, including the following:

- a. Encourage efforts to address fluctuating water levels in the Deschutes River system;
- ~~b. Cooperate to improve surface waters, especially those designated water quality impaired under the federal Clean Water Act;~~

- ~~b. c.~~ Support research on methods to restore, maintain and enhance river and riparian ecosystems and wetlands;
- ~~c. d.~~ Support restoration efforts for river and riparian ecosystems and wetlands;
- ~~d. e.~~ Inventory and consider protections for cold water springs;
- ~~e. f.~~ Evaluate waterways in coordination with OPRD for possible designation under the Scenic Waterways program;
- ~~f. g.~~ In collaboration with appropriate federal, state, tribal and local agency resource managers stakeholders, map channel migration zones and identify effective protections;
- ~~g. h.~~ Develop comprehensive riparian management or mitigation practices that enhance ecosystems, such as vegetation removal criteria for removal of vegetation that adversely impacts water availability and soil health.

Policy ~~2.5.9.5.3.3.~~ Support studies ~~of on~~ the Deschutes River ecosystem and incorporate strategies from current watershed studies that provide new scientific information and indigenous knowledge about on the Deschutes River ecosystem, ~~such as the 2010 Local Wetland Inventory adopted in Ordinance 2011-008.~~

Policy ~~2.5.10.5.3.4.~~ Support educational efforts and identify areas where the County could provide information on the Deschutes River ecosystem, including rivers, riparian areas, floodplains, and wetlands.

- ~~a. Explore methods of ensuring Support efforts to educate~~ property owners ~~know and to understand regulations pertaining to for~~ rivers, riparian areas, floodplains, and wetlands.

Policy ~~2.5.11.5.3.5.~~ Support the high priority ~~actions from the Deschutes River Mitigation and Enhancement Committee's 2008 Upper Deschutes Restoration Strategy Revisit~~ recommendations of 1996 Upper Deschutes

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Wild and Scenic River and State Scenic Waterway Comprehensive Plan, or its successor, and consider implementation of voluntary recommendations into the county code.

Goal ~~4.5.4:~~ Maintain and enhance fish ~~populations~~ and riparian ~~dependent wildlife~~ habitat.

Policy ~~2.5.12.5.4.1.~~ Coordinate with The Confederated Tribes of Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers and stakeholders to protect and enhance fish and wildlife habitat in river and riparian habitats and wetlands.

Policy ~~2.5.13.5.4.2.~~ Promote healthy fish populations through incentives and education.

Policy ~~2.5.14.5.4.3.~~ Support healthy native ~~fish salmonid~~ fish populations through coordination with stakeholders, including, but not limited to, The Confederated Tribes of the Warm Springs Reservation of Oregon and other federal, state, and local agency resource managers who provide fish habitat management and restoration.

- ~~a. Review, and apply where appropriate, strategies for protecting fish and fish habitat for native salmonid species.~~
- ~~b. Promote native salmon salmonid species~~ recovery through voluntary incentives and encouraging appropriate species management and ~~associated~~ habitat conservation and restoration.

Policy ~~2.5.15.5.4.4.~~ Update and implement policies to be consistent with federally approved Review Habitat Conservation Plans for species listed under the Endangered Species Act, ~~to identify new policies or codes.~~

- ~~a. Spawning and rearing areas~~ for ~~trout~~ salmonid species should be considered significant habitat and should be

protected in rivers and streams.

- b. ~~Cooperate with irrigation districts covered parties in restoring or enhancing preserving spawning and rearing areas for trout salmonid species, where feasible.~~
- c. Support efforts to address riparian restoration associated with streamflow management under approved plans.

Policy ~~2.5.16~~ 5.4.5. Use a combination of incentives and/or regulations to avoid, minimize, and mitigate development impacts on river and riparian ecosystems and wetlands.

~~Goal 5: Protect and improve water quality in the Deschutes River Basin.~~

Policy ~~2.5.17~~ 5.4.6. Support plans, cooperative agreements, education, water quality monitoring and other tools that protect watersheds, reduce erosion and runoff, enhance riparian vegetation, and protect other natural or engineered water systems/processes that filter and/or clean water and improve and/or preserve water quality.

Policy ~~2.5.18~~ 5.4.7. Coordinate with the Oregon Department of Environmental Quality and other stakeholders on regional water quality maintenance and improvement efforts such as identifying and abating point (single-source) and non-point (unidentified or multiple-source) pollution or developing and implementing Total Maximum Daily Load and Water Quality Management Plans.

Policy ~~2.5.19~~ 5.4.8. Coordinate with The Confederated Tribes of Warm Springs Reservation of Oregon, Oregon Health Authority, and other federal, state, and local agency resource managers stakeholders to address water-related public health issues.

- a. Support amendments to State regulations to permit centralized sewer systems in

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areas with high levels of existing or potential development or identified water quality concerns.

- b. If a public health hazard is declared in rural Deschutes County, expedite actions such as legislative amendments allowing sewers or similar infrastructure.

Policy ~~2.5.21~~ 5.4.9. Continue to evaluate and/or implement regulations, Explore adopting new ordinances, such as a wellhead protection ordinance for public water systems, in accordance with applicable Federal and/or State requirements.

Policy ~~2.5.20~~ 5.4.10. Coordinate and work with the Oregon Department of Agriculture, agricultural uses, and available voluntary programs the community to expand the range of tools available to protect groundwater quality by reviewing support and implement proven new technologies and best practices including tools to improve the quality and reduce the quantity of stormwater runoff to maintain and enhance water quality, such as minimizing nitrate contamination, maintaining streamside vegetation, reducing streambank soil erosion and runoff, reducing fish passage barriers, managing return flows, limiting livestock access to riparian areas, and minimizing weeds and bare patches in grazing areas.

Policy ~~2.5.9~~ 5.4.11. Support regulations, education programs, and cleaning procedures at public and private boat landings.

~~Goal 6~~ 5.5: Coordinate land use and water policies to address management and allocation of water in Deschutes County.

Policy ~~2.5.22~~ 5.5.1. Coordinate with other affected agencies when a land use or development application may impact rivers or riparian ecosystems or wetlands.

~~Policy 2.5.23~~ 5.5.2. Encourage Regulate land use patterns and ~~practices promote best practices that~~ to preserve the integrity of the natural hydrologic system, ~~and~~ recognize the relationship between ground and surface water, recognize basin-wide impacts, and address water impacts of new land uses and developments, including water-intensive uses.

~~Policy 2.5.24~~ Ensure water impacts are reviewed and, if necessary, addressed for significant land uses or developments.

~~Policy 2.5.25. Evaluate methods of modeling the cumulative impacts of new land uses or developments on water quality and quantity.~~

Policy 5.5.3. Support efforts to protect existing surface water and groundwater users and to maintain sustainable groundwater resources as OWRD works to update and modernize Oregon's groundwater allocation rules and policies.

Policy 5.5.4. Support efforts by the OWRD in collaboration with Central Oregon Cities Organization, The Confederated Tribes of the Warm Springs Reservation of Oregon, and non-governmental organizations to revisit the Deschutes Basin Groundwater Mitigation Program.

~~Policy 2.5.26~~ 5.5.5. Explore an intergovernmental agreement Coordinate with the irrigation districts ~~for to ensuring~~ irrigated land partitions and lot line adjustments are not approved without notice to and comment by the affected district.

~~Policy 2.5.27~~ 5.5.6. Utilize Central Oregon Stormwater Manual to apply Encourage incorporating appropriate stormwater management practices ~~into Deschutes County Code~~ land use decisions.

~~Policy 2.5.28~~ 5.5.7. Support Allow for development of wastewater facilities and improvements where ~~warranted needed or required~~ to address water quality issues and maintain water quality, consistent with state and local wastewater system requirements.

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Section 2.7 Open Spaces, and Scenic Views and Sites Goals and Policies

~~Goal 4-5.6:~~ Coordinate with property owners to ensure protection of significant open spaces, and scenic views, and ~~sites~~ scenic areas and corridors through a combination of incentives and/or educational programs.

~~Policy 2.7.1. Goal 5 open spaces, scenic views and sites inventories, ESEEs and programs are retained and not repealed.~~

~~Policy 2.7.2. 5.6.1. Work~~ Cooperate with stakeholders to establish create and maintain a comprehensive system of connected open spaces while balancing private property rights with community benefits.

~~Policy 2.7.3 5.6.2. Support efforts to identify and protect significant open spaces and visually important areas including those that provide Work to maintain the visual separation character and rural appearance of between communities such as the open spaces such as the area along Highway 97 that separates the communities of between Bend and Redmond or lands that are visually prominent.~~

Policy 5.6.3. Work to maintain and protect the visual character and rural appearance of visually prominent open spaces within the County, particularly those that are identified in the Goal 5 inventory.

Policy 5.6.4. Seek to protect the cultural identity of rural communities, such as the Highway 97 area/corridor between Bend and Redmond, and others.

~~Policy 2.7.4 Encourage a variety of approaches that protect significant open spaces and significant views and sites.~~

~~Policy 2.7.5 5.6.5. Protect significant open spaces, scenic views, and scenic sites by Encourage~~ new development to be sensitive to scenic views and sites these resources.

Policy 2.7.6 Review County Code and revise as

need to protect open space and scenic views and sites, including:

a. ~~Policy 5.6.6. Provide incentivesize the placement of to locate structures in forests or view corridors so as a way that is sensitive of view corridors to maintain the visual character of the area.;~~

b. ~~Work with private property owners to provide incentives and mitigations for protecting visually important areas from development impacts;~~

c. ~~Maintain and revise, if needed, the Landscape Management Combining Zone code to effectively protect scenic views while minimizing impacts on property owners;~~

d. ~~Review County Code, including sign and cell tower code and proposed wind turbine code, to effectively protect scenic views while minimizing impacts on property and business owners;~~

e. ~~Review County Code for ways to mitigate for developments that significantly impact scenic views.~~

Section 2.6 Wildlife Goals and Policies

Goal 4 ~~5.7~~: Maintain and enhance a diversity of wildlife and habitats.

~~Policy 2.6.1 Goal 5 wildlife inventories, ESEEs and programs are retained and not repealed.~~

~~Policy 2.6.2 5.7.1. Promote stewardship of wildlife habitats and corridors, particularly those with significant biological, ecological, aesthetic and recreational value through incentives, public education, and development regulations.~~

~~Policy 2.6.3 5.7.2. Ensure Goal 5 wildlife inventories and habitat protection programs are up-to-date through public processes, and expert sources, such as the 2009 Interagency Report and current or recently adopted plans and studies.~~

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~~Policy 2.6.4 5.7.3. Provide Support incentives for restoring and/or preserving significant wildlife habitat by traditional means, including land swaps, conservation easements, transfer of development rights, tax incentives or purchase by public or non-profit agencies new development to be compatible with and to enhance wildlife habitat.~~

~~Policy 2.6.5 Assist in providing information and education on wildlife and habitat protection.~~

~~Policy 2.6.6 Review the Oregon Conservation Strategy when amending the Wildlife section of this plan.~~

~~Policy 2.6.7 5.7.4. Use a combination of incentives, regulations and education to promote stewardship of wildlife habitat and address impacts of development. Require, incentivize, or encourage clustering of development in inventoried wildlife areas to reduce impacts to wildlife populations.~~

~~Policy 5.7.5. Develop better understanding of The Confederated Tribes of the Warm Springs Reservation of Oregon's treaty-protected rights to co-manage the wildlife resources of the Deschutes Basin.~~

Goal 2 ~~5.8~~: Balance protection of wildlife and habitat with ~~Promote~~ the economic and recreational benefits of wildlife and habitat.

~~Policy 2.6.9 5.8.1. Encourage responsible and sustainable wildlife-related tourism, hunting, and recreation.~~

~~Policy 2.6.10 5.8.2. Coordinate with stakeholders to ensure access to appropriate recreational opportunities within significant wildlife and riparian habitat through public or non-profit ownership.~~

~~Policy 5.8.3. Coordinate with Confederated Tribes of the Warm Springs Reservation of Oregon and State agencies to develop strategies to support sound wildlife~~

management science and principles for the benefit of the wildlife resource.

Goal ~~3~~ 5.9: ~~Support retaining populations of~~ Comply with federal and state regulations related to sensitive, threatened, and protected endangered species, including the Endangered Species Act, the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and others as applicable.

Policy ~~2.6.11~~ 5.9.1. ~~Coordinate~~ Develop local approaches, in coordination with Federal and State agencies to develop strategies to for protecting Federal or State Threatened or Endangered Species, or Species of Concern.

Policy ~~2.6.12~~ 5.9.2. ~~Address potential~~ Mitigate conflicts between large-scale development and sage grouse habitat ~~using Ordinances No. 2015-010 and 2015-011, which are consistent with OAR 660-023-0115.~~

Policy ~~2.5.30~~ 5.9.3. Consider adopting ~~regulations for dock construction based on recommendations from Oregon Department of Fish and Wildlife, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Deschutes River Mitigation and Enhancement Program~~ in dock construction.

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~~Section 2.9~~ Environmental Quality Goals and Policies

Goal ~~4~~ 5.10: Maintain and improve upon the quality of air, ~~water~~, and land in Deschutes County.

Policy ~~2.9.1~~ 5.10.1. Support environmental ~~stewardship in~~ Use building techniques, materials, and technologies in existing and future County operations and capital projects, including where feasible, using ~~resource-efficient building techniques, materials and technologies in County building projects~~ facilities that help maintain and improve environmental quality.

Policy ~~2.9.2~~ 5.10.2. ~~Maintain County noise and outdoor lighting codes and revise as needed~~ Implement a dark skies educational and or incentive program and periodically update the Dark Skies ordinance to reduce the impacts of light pollution and reduce lighting impacts on adjacent properties.

Policy 2.9.3 ~~When research identifies environmentally sensitive areas, work with agencies and stakeholders to protect those areas or minimize adverse land use or development impacts.~~

Policy 5.10.3. Coordinate with agency partners to educate residents about controlled burning projects and air quality concerns.

Policy ~~2.9.4~~ 5.10.4. ~~Be a leader in the~~ Use public education, education for County departments, and regulations to control of noxious weeds and invasive species ~~through education and regulations.~~

- a. Support education for the community and for County departments on how to recognize and report on noxious weeds.

Goal ~~2~~ 5.11: Promote sustainable building

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practices that minimize the impacts of development on the natural environment.

Policy ~~2.9.5.5.11.1. Use the Review County Code and revise as needed and educational materials~~ to promote the use of resource-efficient building and landscaping techniques, materials, and technologies ~~for new construction and renovation projects that minimize impacts to environmental quality.~~

Goal 3 Encourage and increase recycling.

Policy ~~2.9.6.5.11.2. Encourage and support reuse and recycling of consumer goods, green waste, construction waste, hazardous waste, and e-waste~~ through education and ~~enhanced~~ recycling opportunities through the Recycling Program.

- ~~a. Provide convenient recycling at all County events and in all County facilities.~~
- ~~b. Provide convenient opportunities to recycle materials and compost green waste in locations at transfer stations and through home pick up.~~
- ~~c. Provide convenient opportunities for~~

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- ~~disposal of hazardous waste and e-waste.~~
- ~~d. Aim for 80% recycling of construction waste in all County building projects.~~
- ~~e. Promote 20% recycling of construction waste in all projects requiring a building permit.~~
- ~~f. Support businesses and industries that utilize recyclable materials.~~

Policy 5.11.3. Support the process for siting new County solid waste management facilities in rural Deschutes County, consistent with facility needs and County standards for the location and approval of such facilities.

Policy 5.11.4. Implement best practices in solid waste management throughout the County.

Policy 5.11.5. Develop and implement a Climate Action Plan to address the potential future impacts of climate change on Deschutes County through incentives and/or regulations.

Policy 5.11.6. Promote and incentivize green infrastructure in new development to improve stormwater management.

6

Historic and Cultural Resources





Opportunities, Challenges, and Considerations

Deschutes County is a certified local government (CLG), as designated by the State of Oregon Historic Preservation Office. This certification recognizes the County's commitment to implementing and maintaining a formal historic resources program. Deschutes County has 13 nationally registered historic and cultural sites and 35 locally significant historic sites. The County currently administers grant programs and zoning requirements to preserve and restore these sites. Deschutes County owns the National Register listed Reid School and invests in supporting the Deschutes County Historical Society as a research and educational facility through a zero-cost lease and maintenance support for the purposes of running the museum and research center.

Historic resources are recognized by Statewide Planning Goal 5, Natural Resources, Scenic Views and Historic Areas and Open Spaces, and Oregon Administrative Rule (OAR) 660-023. The Statewide Goal and OAR recommend cities and counties inventory and protect historic and cultural sites. Recognizing the value and importance of having a connection to our past, Deschutes County chose to implement and maintain a historic preservation program and Historic Preservation Strategic Plan (Adopted 2022).

The 2022 Historic Preservation Strategic Plan identified three overarching goals to guide historic and cultural resource preservation in Deschutes County: collaborate, coordinate, and educate. The plan identifies opportunities to strengthen relationships between historic preservation and community partners, and to involve community members in historical and cultural preservation efforts. Improving access to historic resource information and providing content in an easily accessible format will be paramount to preservation efforts and increase

community appreciation for resources. Along with improved educational resources, more outreach and education opportunities could be explored. Deschutes County has several partners involved in drafting and implementing this strategic plan – those partners include the Deschutes County Historical Society, High Desert Museum, Archaeological Society of Central Oregon, Three Sisters Historical Society, and Redmond Historical Society.

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Context

Deschutes County has several notable historical and cultural sites. These sites receive special protections to avoid land use or development activity that may disturb the historical and cultural resources existing on site.

LOCALLY SIGNIFICANT HISTORIC SITES

Deschutes County has 35 locally significant sites including cemeteries, ranches, dams, bridges, schools, and granges among numerous historic homesteads and homesites. The State of Oregon has initiated a process to identify culturally significant archaeological sites and sites of indigenous importance. This process will likely be incorporated into the County's local inventory by 2029.

NATIONALLY REGISTERED SITES

Deschutes County has 13 sites that have completed the national register process, including highways, bridges, lodges, and rock gardens.

Historic and Cultural Resources

Key Community Considerations

As part of the 2023 Comprehensive Plan update, community members shared their vision for the protection of historic and cultural resources.

Comments included:

- The importance of county-wide coordination on cultural and historic, as well as increased representation of the indigenous history of Central Oregon.
- Acknowledging previous landowners and preserving the County's historical and cultural resources are both important.
- A county-wide historic and cultural resource signage program was also suggested.
- The community shared an interest in capitalizing on the High Desert Museum to continue to support indigenous culture and Central Oregon's history.

Section 2.11 Cultural and Historic Resources Goals and Policies

Goal 4 6.1: Promote the preservation of designated historic and cultural resources through education, incentives, and voluntary programs.

Policy ~~2.11.1~~ 6.1.1, The Historic Landmarks Commission shall take the lead in promoting historic and cultural resource preservation as defined in DCC 2.28.

- a. Support incentives ~~from the State Historic Preservation Office (SHPO), the Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office (THPO), or other agencies~~ for private landowners to protect and restore historic resources.
- b. Support the Historic Landmarks Commission to promote educational programs to inform the public of the values of historic preservation.
- c. Support improved training for the Historic Landmarks Commission.
- d. Support the goals, objectives, and actions of the Historic Preservation Strategic Plan.

Historic and Cultural Resources

Policy ~~2.11.2~~ 6.1.2, Coordinate cultural and historic preservation with the Oregon State Historic Preservation Office ~~and The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office.~~

- a. Maintain Deschutes County as a Certified Local Government, which includes the City of Sisters.
- ~~b. Policy 6.1.3. Encourage private property owners to coordinate with the State Historic Preservation Office and The Confederated Tribes of the Warm Springs Reservation of Oregon Tribal Historic Preservation Office.~~

~~Policy 2.11.3 Encourage the preservation of lands with significant historic or cultural resources.~~

- ~~a. Develop and maintain a comprehensive list of sites on the National Register of Historic Places.~~
- ~~b. Review County Code and revise as needed to provide incentives and adequate regulations to preserve sites listed on the Statewide Goal 5 historic and cultural inventory.~~

~~Policy 2.11.4 Goal 5 historic inventories, ESEEs, and programs are retained and not repealed, except for the amendment noted in Ordinance 2011-003.~~

Policy 6.1.4 Coordinate with The Confederated Tribes of the Warm Springs Reservation of Oregon, Burns-Paiute Tribe, Klamath Tribes, Archaeological Society of Central Oregon, and SHPO to adopt a program to identify and protect archaeological and cultural resources, as appropriate, and prevent conflicting uses from disrupting the value of known sites.

7

Natural Hazards





Opportunities, Challenges, and Considerations

Central Oregon is a dynamic region formed and shaped by the powerful forces of nature. Deschutes County residents and visitors rely on the County and its partners to plan for hazardous events and limit harm to people and property.

Continued rapid population growth, development in wildfire-prone areas, and an increased frequency of natural hazard events make planning for and mitigating risks ever more important. As temperatures rise globally, Central Oregon will face challenges due to drought, wildfire, heat events, and storms. The impacts a major Cascadia Subduction Zone earthquake would have on Deschutes County would be substantial as well.

In order to plan for and address natural hazards, Deschutes County has partnered with local jurisdictions to create its Natural Hazards Mitigation Plan (NHMP). Additional opportunities exist to create greater defensible spaces, encourage fire hardening, utilize grant programs, and pursue education measures to reduce these impacts over time.

According to the NHMP, the hazards with greatest risk in Deschutes County are:

- Winter Storm . Destructive storms producing heavy snow, ice and cold temperatures occurred throughout the County's history. Increases in population and tourism make potential impacts to shelter, access to medical services, transportation, utilities, fuel sources, and telecommunication systems more acute. The relative frequency of these events combined with their widespread impacts make winter storms the highest-ranked hazard in the NHMP.

- Wildfire . Historically, wildland fires have shaped the forests and wildlands valued by residents and visitors. These landscapes, however, are now significantly altered due to increased rural development, warmer and drier conditions, and forest management practices, resulting in increased event of wildfires that burn more intensely than in the past.

Statewide Planning Goal 7 requires local comprehensive plans to address Oregon's natural hazards. Protecting people and property from natural hazards requires knowledge, planning, coordination, and education. Good planning does not put buildings or people in harm's way. Planning, especially for the location of essential services like schools, hospitals, fire and police stations, is done with sensitivity to the potential impact of nearby hazards.

- **Windstorm.** A windstorm is generally a short duration event involving straight-line winds and/or gusts in excess of 50 mph. Although windstorms can affect the entirety of Deschutes County, they are especially dangerous in developed areas with significant tree stands and major infrastructure, especially above ground utility lines.
- **Drought.** Periods of drought can have significant impacts on public health, agriculture, and industry. Many counties in Central Oregon are currently experiencing more frequent and severe droughts than is historically the norm, and many climate predictions see this trend continuing into the future.
- **Earthquake.** The Pacific Northwest is located at a convergent plate boundary, called the Cascadia Subduction Zone, where the Juan de Fuca and North American tectonic plates meet. This fault line is subject to rare but potentially very large

Natural Hazards

earthquakes. Such an event would impact Deschutes County communities both directly through damage to infrastructure and property, as well as economically and socially as the broader region recovers from the disaster.

Context

Informed by an understanding of natural hazards, Deschutes County can reduce the risks to property, environmental quality, and human safety through land use planning and review of specific development proposals. The County's policies provide the framework for the County's natural hazards review program. This includes: identification of areas subject to natural hazards, regulations for evaluating land use actions for how they may result in exposure to potential harm from natural hazards, and programmatic elements including partnerships and funding opportunities to support natural hazard risk reduction.

Deschutes County has taken on a number of proactive projects, including:

- 2021 Natural Hazards Mitigation Plan (NHMP)
- 2019 Wildfire Mitigation Advisory Committee
- Project Wildfire, a County-led wildfire education and mitigation program has been in operation since 203 and has been very successful in changing attitudes towards wildfire and prevention.
- Community Wildfire Protection Plans (CWPP) for many communities, including:
 - » Greater Bend CWPP (2016, expected revision 2021)
 - » Greater La Pine CWPP (2020, expected revision 2025)
 - » Greater Redmond CWPP (2022, expected revision 2026)
 - » Greater Sisters Country CWPP (2019, expected revision 2024)

Commented [NM43]: Chapter 3, Section 3.5, Page 18



- » Sunriver CWPP (2020, expected revision 2025)
- » East and West Deschutes County CWPP (2018, expected revision 2023)
- » Upper Deschutes River Coalition CWPP (2018, expected revision 2023)

The County is pursuing a process to consolidate all CWPPs into one document, to simplify the five-year update process. In addition, dozens of neighborhoods are pursuing or have received FireWise certification through the National Fire Protection Association. The County also supports the Heart of Oregon and Youth Conservation Corps crews in fuels reduction work and other mitigation efforts, with financial assistance from other entities.

Wildfire

According to the Natural Hazards Mitigation Plan, wildfire is the second most significant hazard to the county (after winter storms) and was the most discussed natural hazard discussed during outreach events. Throughout the 20th century, the years with warm and dry conditions corresponded with larger fires that have burned greater areas. Overall increases in heat will also lengthen growing seasons - building greater fuel loads and decreasing soil and fuel moisture, thereby increasing the likelihood of larger fires.



Natural Hazards

By mid-century, the annual potential for very large fires is projected to increase by at least 350% over the 20th century average.¹

The annual frequency of very high and extreme fire danger days is expected to increase by 10-15 additional days per year by mid-century⁴ (up from 36 currently). These trends are due to exacerbated conditions with a combination of high air temperatures and very low fuel moisture, which increases the likelihood of fire starts that can spread. As Deschutes County communities have experienced, increased fire activity - even at quite a distance - will impact air quality, increasing public health risks and impacting aspects of everyday life.

The Wildland-Urban Interface (WUI) is defined as the area where housing and burnable vegetation meet or intermingle². Deschutes County has seen increased development in the WUI, associated with growth in the four cities and the rural county, in particular on the edge of cities adjacent to public lands. Public lands in the WUI historically had frequent low intensity fire which reduced the density of small trees and brush making the landscape less likely to produce high severity fire. Past forest management practices and exclusion of frequent, natural, low intensity fire from the landscape result in high fuel loads and high probability of severe fire. Landscapes in Deschutes County that have experienced severe fire often contain dense understory vegetation and brush, which are more susceptible to ignitions and fire spread in hot and dry climates.

Following severe wildfire events, forests experience disruption of natural growth progression, which can lead to competition among vegetative species and monoculture species growth. Significant efforts have gone into removal of these fuels at the federal, state, and local levels, including notable efforts by

¹ Halofsky, J., Peterson, D., Harvey, B. "Changing Wildfire, changing forests: the effects of climate change on fire regimes and vegetation in the Pacific Northwest, USA. Fire Ecology. 2020.

² Community Planning Assistance for Wildfire definition for WUI

Natural Hazards

neighborhood associations and communities following fire-wise guidelines.

Home hardening at the individual household level will continue to play an important role in reducing the risk of loss from wildfire events and mitigating the spread of fire between neighboring properties. The 2020 Labor Day fires severely impacted several areas of the state. During those events, house to house ignitions amplified the spread of wildfire, causing severe loss of homes and businesses. Home hardening techniques include use of ignition resistant siding and roofing, attic ventilation devices that reduce ember intrusion, and removal of vegetation in the defensible space area surrounding structures on a property. These techniques will be crucial to reduce loss of life and property from these increasing hazard events in and adjacent to the WUI.

WILDFIRE AND HEAT

By the middle of this century, increasing temperatures are expected to drive increasing wildfire risk, especially in the Cascades. The yearly percentage of area burned is likely to increase in the mountains and the interval of return (years between fires) is expected to decrease across the county. Both the highest and lowest summer temperatures will increase, leading to more extreme heat days and reducing the historical nighttime cooling effect of the high desert.

Under all change projections, there will be an increase in the number of days with a heat index above both 90° and 100°F by mid-century.³ By 2100, Deschutes County can expect summer maximum temperatures to be 12°F hotter than current highs. Overall, extreme heat is not considered a human health risk in Deschutes County because of low night-time temperatures and low humidity in the region. However, the Redmond airport, which sees the hottest temperatures in the county, will likely experience

3 Oregon Forest Resources Institute Fact Sheet

Fire Danger near Mt. Bachelor Village



occasional temperatures above 105° every few years by mid-century, and at least once a year by 2100. In addition, summer night-time lows are likely to increase by up to 5° degrees by mid-century, reducing the cooling effect of the high desert climate.

Key Community Considerations

Community conversations related to natural hazards have centered around the following topics:

- Impacts of Climate Change. Throughout the engagement process, community members spoke to the importance of recognizing and addressing the impacts of climate change in Deschutes County and its relationship with natural hazard events.
- Education and Communication. Providing information about potential risks to residents and visitors can help the community as a whole be more prepared for natural hazards.
- Development Code Regulations and Incentives. Some community members expressed a desire for stricter regulations and additional incentives about “fire-wise” construction and defensible space practices.
- Limiting Development in hazard-prone areas. Increased development in remote areas of the County, where life-saving services may be scarce and human impacts may exacerbate risks, was a concern for some.

Natural Hazards

Vulnerable Populations

Socio-demographic qualities such as language, race and ethnicity, age, income, and educational attainment are significant factors that can influence the community's ability to cope, adapt to and recover from natural disasters. A disproportionate burden is placed upon special needs groups, particularly children, the elderly, the disabled, minorities, and low-income persons.

These vulnerabilities can be reduced or eliminated with proper outreach and community mitigation planning. For planning purposes, it is essential that Deschutes County and the cities of Bend, La Pine, Redmond, and Sisters consider both immediate and long-term socio-demographic implications of hazard resilience.



Section 3.5 Natural Hazards Goals and Policies

Goal 4-7.1: Develop policies, partnerships, and programs to increase resilience and response capacity in order to protect people, property, infrastructure, the economy, natural resources, and the environment from natural hazards.

~~Policy 3.5.1 7.1.1. Adopt by reference the most recent Partner with county, state, and regional partners to regularly update and implement the Deschutes County Natural Hazards Mitigation Plan into this Plan.~~

~~a. Review and evaluate this Section of the Comprehensive Plan every five years.~~

~~b. Adopt by reference Community Wildfire Protection Plans and revisions into this Plan.~~

Policy 7.1.2. Collaborate with federal, state, and local partners to maintain updated mapping of high wildfire hazard areas, floodplains, and other natural hazard areas within the county.

~~Policy 3.5.2 7.1.3. Communicate and cooperate and coordinate with stakeholders to federal, state, and local entities to clarify responsibilities regarding wildfire mitigation and suppression to improve fire protection services.~~

~~a. Analyze and address natural hazards;~~

~~b. Raise public awareness of natural hazards;~~

~~c. Support research or studies on natural hazard issues and solutions.~~

Policy 3.5.4 7.1.4 Use the development code to provide incentives and if needed, regulations to manage development in areas prone to natural hazards.

Policy 7.1.5. Work with agency partners to mitigate impacts of episodes of poor air quality resulting from wildfires and prescribed burning in the region.

Natural Hazards

~~Policy 2.6.8 7.1.6. Balance protection of Protect wildlife with wildland fire mitigation measures on private lands in the designated Wildland-Urban Interface.~~

~~Policy 3.5.7 7.1.7. Address wildfire danger risk, particularly in the wildland urban interface.~~

~~a. Survey and map wildfire hazard at risk areas using the Wildfire Hazard Identification and Mitigation System.~~

~~b. Survey and map all areas not protected by structural fire protection agencies.~~

Policy 7.1.8. Identify all areas not protected by structural fire protection agencies and promote discussions to address fire protection in unprotected lands in the County.

~~Policy 3.5.8 7.1.9. Support forest management practices that reduce severe wildfire risk hazard areas, as identified by the Wildfire Hazard Identification and Mitigation System, to a low or moderate rating, particularly in areas with development.~~

~~Policy 3.5.9 7.1.10. Support local fire protection districts and departments in providing and improving fire protection services.~~

~~Policy 3.5.11 7.1.11. Continue to Review and revise County Code as needed to:~~

~~a. Ensure that land use activities do not aggravate, accelerate or increase the level of risk from natural hazards.~~

~~b. Address wildfire concerns to and from development through consideration of site location, building construction and design, landscaping, defensible space, fuel management, access and water availability.~~

~~c. Require development proposals to include an impact evaluation that reviews the ability of the affected fire agency to~~

Commented [NM44]: Previously in Chapter 2, Section 2.6 Wildlife Policies

Natural Hazards

maintain an appropriate level of service to existing development and the proposed development.

- c. ~~d.~~ Minimize erosion from development and ensure disturbed or exposed areas are promptly restored to a stable, natural and/or vegetated condition using natural materials or native plants.
- d. ~~e.~~ Ensure drainage from development or alterations to historic drainage patterns do not increase erosion on-site or on adjacent properties.
- e. ~~f.~~ Make the Floodplain Zone a combining zone and explore ways to minimize and mitigate floodplain impacts. Reduce problems associated with administration of the Floodplain Zone.
- f. ~~g.~~ Require new subdivisions and destination resorts to achieve FireWise Standards or other currently accepted fire mitigation standards from the beginning of the projects and maintain those standards in perpetuity.

Goal 7.2: Ensure the County's built environment and infrastructure are adequately prepared for natural disasters.

Policy 7.2.1. Increase the quality, resiliency, diversity, and redundancy of utility and transportation infrastructure to increase chances of continued service following a natural disaster.

Policy 3.5.6 7.2.2. Prohibit the development of new essential public Critical facilities (schools, churches, hospitals, and other facilities as defined by the Federal Emergency Management Agency) and uses that serve vulnerable populations from being should be located outside within areas at high risk natural hazard areas, where possible of flooding and wildfire, and aim to relocate existing uses in these areas.

7-8 | Deschutes County Comprehensive Plan

Policy 7.2.3. Support Central Oregon Ready, Responsive, Resilient (CORE3) regional coordinated emergency services training facility.

~~Policy 3.5.3 7.2.4.~~ Coordinate with emergency service providers when new development is proposed to ensure that response capacity can meet the needs of the new development.

Policy 7.2.5. Require new development to follow home hardening, defensible space, and other resilient design strategies in areas prone to wildfires and other natural hazards.

Policy 7.2.6. Encourage and incentivize development that exceeds minimum building code standards, and promote retrofitting of existing development for better natural disaster resiliency.

~~Policy 3.5.5 7.2.7.~~ Require Ddevelopment to should be designed to minimize alteration of the natural landform in areas subject to slope instability, drainage issues or erosion.

~~Policy 3.5.10 7.2.8.~~ Regulate development in designated floodplains identified on the Deschutes County Zoning Map based on Federal Emergency Management Act regulations.

- a. Continue evaluation of Pparticipation in and implementation of the Community Rating System as part of the National Flood Insurance Program.
- b. Cooperate with other stakeholders to identify alternatives for acquiring and/ or relocating existing structures prone to flooding.
- c. Continue to coordinate with stakeholders and agency staff to correct mapping errors.

Goal 7.3: Develop programs that inform the public about the increased risks from natural hazards.

Policy 7.3.1. Identify high risk, high need populations and ensure equitable access

Natural Hazards

to emergency preparedness and recovery services.

Policy 7.3.2. Increase outreach and education for hazard awareness and natural disaster preparedness, especially for low-income, elderly, non-English speaking, and other vulnerable populations.

Policy 7.3.3. Expand partnerships with government agencies, utilities, and other groups that can help Deschutes County residents prepare for natural disasters.

Policy 7.3.4. Work with regional partners to establish and maintain adequate support for a Deschutes County Community Emergency Response Team (CERT) to aid in responding to natural hazard events.

Policy 7.3.5. Promote and support business resilience planning.



8

Recreation





Opportunities, Challenges, and Considerations

Recreation is an important quality of life issue for Deschutes County and recreational tourism is a key part of the local economy. Both residents and visitors are drawn by the County's extensive public lands, seasonal climate, and wide variety of activities and settings. Recreational opportunities include places set aside for specific activities such as campgrounds or sports fields as well as passive spaces such as natural areas.

The primary focus of recreation in rural Deschutes County is outdoor recreation. Outdoor activities promote healthy communities by encouraging people to enjoy an active lifestyle and by providing opportunities to reconnect with the natural world.

Commented [NM45]: Chapter 3, Section 3.8, Page 35

Deschutes County does not have a parks department; instead, it coordinates with the federal and state agencies, local park districts, and private entities that provide park and recreational opportunities. Coordination assures that resources are used efficiently, and duplication is avoided. With a holistic view of recreation in Deschutes County, the County can also provide other agencies and jurisdictions with guidance for service gaps to fill.

Future Challenges to Recreation

The health of the County's recreational assets and industry is inexorably tied to the health of the land, forests, and waterways of Central Oregon. The effects of human activity - from development pressures and overuse of recreational facilities to resource extraction and climate change - will have a significant impact on recreation in Deschutes County. Some of these impacts include:

- Changes in precipitation affecting the timing and conditions for winter sports
- Loss of habitat
- Wildfire and risk of wildfire limiting recreational access
- Increased number of dangerously warm days



Photo Credit: Ryan Westby

Recreation

There are several environmental concerns that may affect parks and recreation in Deschutes County in the future. Activities such as hiking, hunting, fishing, swimming, and foraging are an important part of recreation in Deschutes County - these activities are likely to be impacted by future changes to the climate.

Fishing may be impacted by drought as water bodies warm and seasonally drop. Foraging animals, like deer and elk, may express changing behavior like earlier-season high elevation foraging and increased interactions with agricultural communities due to drought. Drought also severely reduces the prominence of fruiting fungi for annual mushroom hunters, and may increase pressure on the remaining harvest areas. Fungi are crucial to the health of the forest ecosystem, adapting and responding to changing conditions and disease.

These conditions may also lead to greater frequency and severity of algal and bacterial blooms in fresh water. Algal blooms in other parts of the state have led to drinking water concerns, but Deschutes County cities are supplied by groundwater and so the risk in algal blooms is mainly to recreation – boaters, swimmers, anglers, and campers may be less motivated to visit.

Winter Sports

Snow sports are a significant component of recreation in Deschutes County. Overall decline in snow pack is expected in the coming decades, which will heavily impact winter sports that rely on snowpack in the Cascades. At the Mt. Bachelor Ski Resort, April Snowpack is expected to decline between 11% and 18% by the middle of the century and between 18% and 43% by the end of the century. Additionally, inconsistent snowpack buildup will increase due to more precipitation falling as rain instead of snow throughout the season, making winter sports seasons less predictable.

Summer Recreation

The summer outdoor season has additional risks from degraded to severely degraded air quality due to wildfire throughout the west coast. With degraded air quality, outdoor recreators may avoid the region, impacting regional income and generally degrading the perception of the county as a retreat to the natural world. Additionally, an increase in the frequency of very high temperature days may impact the safety and desirability of outdoor recreation.



Context

Deschutes County does not directly provide parks and recreation services. The only public parks the County maintains are a section of the County Fairgrounds and the Worrell Wayside in downtown Bend. Although there is no County parks department, there are County-owned properties which are designated as park lands. Parks and recreation services are provided by the following entities.

OREGON PARKS AND RECREATION DEPARTMENT

OPRD owns and manages several key parks and scenic areas in the County. These include state parks such as Cline Falls State Scenic Viewpoint, La Pine State Park, Pilot Butte State Scenic Viewpoint, Smith Rock State Park, and Tumalo State Park. In addition, they also manage the Upper and Middle Deschutes River Scenic Waterway segments, and Cascade Lakes and McKenzie Pass-Santiam Pass Scenic Byways.

THE BEND PARKS AND RECREATION SPECIAL DISTRICT (BPRD)

BPRD owns and maintains approximately 3,035 acres of parkland including 81 parks and 70 miles of trails. The largest park district in the County, the taxing district follows the City of Bend Urban Growth Boundary closely, although extends past the UGB to the west and east to include several properties outside of city limits.



Photo Credit: Visit Bend

Recreation

THE LA PINE PARKS AND RECREATION SPECIAL DISTRICT

This district operates in 85 square miles and 11 parks and recreation facilities in southern Deschutes County including the City of La Pine.

THE REDMOND AREA PARKS AND RECREATION SPECIAL DISTRICT

The district operates five recreational facilities including the Cascade Swim Center and extends beyond city limits to Tetherow Crossing. In 2022, the district received voter approval for a general obligation bond to build a new community center with a variety of recreational, fitness, and therapeutic activities.

THE SISTERS PARK AND RECREATION SPECIAL DISTRICT

Operates approximately 15 acres of land within City of Sisters city limits, including Bike Park 242, Hyzer Pines Disc Golf Course, a playground, a skatepark, and Coffield Community Center. The district boundary extends far past city limits, serving approximately 14,000 residents through programming and activities.

THE U.S. FOREST SERVICE, BUREAU OF LAND MANAGEMENT

Approximately 76% of the County's total land area is owned by the federal government, primarily these two agencies. Community members seek out extensive recreation activities in these areas, including skiing, mountain biking, hiking, backpacking, fishing, hunting, kayaking, and off-road vehicle riding.

COUNTY-OWNED OPEN SPACE

Starting in 1994 the County received donation of several properties along rivers, creeks, or streams or with wildlife, wetlands, or other value as park lands. The intent of this donation was not to develop these lands for park use but rather to preserve lands with valuable resources, which were protected through deed restrictions. The park designation means that the lands would be retained in public ownership unless

there was a public hearing and the Board of County Commissioners determined that selling was in the best interest of the public.

ORS 275.330 governs the disposal of these lands, stating that if they are sold the proceeds must be dedicated to park or recreation purposes. As of 2009, there were approximately 70 properties designated as park lands.

COUNTY FAIRGROUND AND EXPO CENTER

The 132-acre County Fairground and Expo Center site is located southwest of the Redmond airport, and it is placed strategically at the hub of the tri-county area (Deschutes, Jefferson, Crook Counties). The facility is used for a variety of public and private events. Each of its lawn areas can be rented exclusively by groups for different events, which range from weddings, picnics, reunions, car shows, RV / motorcycle rallies, animal shows, and outdoor trade shows, among others.

Recreation

Key Community Considerations

Recreation and access to nature is a key component of life in Deschutes County and a primary attraction for both residents and visitors. As part of this Comprehensive Plan update, community members noted concerns about increasing recreational use or overuse, conflicts among different users, and the need for permitting or other strategies to manage use of federally owned lands, particularly in popular locations.

Because the county does not have a parks and recreation department, community members have identified service gaps and lack of continuity of trail networks, habitat and species preservation, and land access policies. Residents are concerned with private recreation development and use of natural resources such as land and water.

The tension between resource use of forest land and water, recreational use of these areas, and natural resource protection is evident among members of the community

Community members also noted that it is imperative for all special districts and agencies providing park services to coordinate on integrated services. These partnerships will be key to ensure sustainable recreation and land stewardship as the County continues to grow.

Commented [NM46]: Chapter 3, Section 3.8, Page 38



Photo Credit: Ryan Westby

Section 3.8 Rural Recreation Goals and Policies

Goal 4.8.1: Promote a variety of passive and active park and increase affordable, sustainable, and diverse recreation opportunities through a regional system that includes federal and state parks and local park districts partnerships with government and private entities.

Policy 3.8.1.8.1.1. Cooperate with public agencies and local park districts to provide park and recreation lands, facilities, and opportunities. Reduce barriers to regional parks and recreation projects in Deschutes County, including acknowledgement or adoption of federal, state, and local parks district trail and facility plans.

a. The Statewide Comprehensive Outdoor Recreation Plan and State Park Master Plans shall serve as a basis for coordination on County-wide park and recreation issues.

b. Support exceptions to Statewide Planning Goals for urban fringe areas owned or acquired and operated by park and recreation districts.

Policy 3.8.2 Work cooperatively public agencies promote standards for consolidation of public land access and to ensure recreational entry to those lands, especially along rivers and streams

Policy 8.1.2 Collaborate with partners to develop a regional system of trails and open spaces, balancing recommendations from local park districts, County, state, and federal recreation plans and studies and property owner considerations, particularly for projects adjacent to farm and forest lands.

Recreation

Policy ~~3.8.3~~ 8.1.3. Encourage coordination between the U.S. Forest Service, the Bureau of Land Management, and off road vehicle organizations, including motorbikes, ATVs, and snowmobiles in order recreational use interest groups to minimize environmental degradation, agricultural fragmentation, and user conflicts on public and private land property.

~~Policy 3.8.4 Participate in federal recreation planning on federal lands and state park planning on State lands.~~

Policy ~~3.8.5~~ 8.1.4. Support the creation and improvement of accessible park and recreation opportunities in compliance with the Americans with Disabilities Act.

Policy ~~3.8.6~~ 8.1.5. Support efforts to coordinate recreation planning between the County, park and recreation districts, school districts, irrigation districts, unincorporated communities, and cities.

Policy 8.1.6. Support the development of parks and trails identified in locally-adopted plans.

Policy ~~3.8.7~~ 8.1.7. Coordinate Work with Unincorporated Communities to identify opportunities for that express an interest in parks, trails, open spaces, and community centers.

Policy ~~3.8.8~~ 8.1.8. Support Coordinate trail design standards and identify specific funding sources for trails as part of future with transportation system plannings and support efforts to provide and manage ensure development of identified priority rural trail segments and bicycle routes.

~~Policy 3.8.9 Support the Committee on Recreational Assets in identifying priority recreation projects, including incorporating as appropriate, elements of the Committee on Recreational Assets into this Plan.~~

~~Policy 3.8.10 Update County Code as needed to define rural recreational uses such as private parks.~~

Recreation

Policy 8.1.9. Explore creation of a County Parks and Recreation Department to increase the County's role in recreation and natural resource management and implement if deemed appropriate.

Policy 8.1.10. Support community efforts for acquisition and management of Skyline Forest as a community amenity.

Policy 3.4.2.8.1.11. Work with stakeholders to promote new recreational and tourist initiatives that maintain the integrity of the natural environment.



9

Economic Development





Opportunities, Challenges, and Considerations

Statewide Planning Goal 9 provides guidance on economic development for Oregon jurisdictions. This goal is intended to “provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon’s citizens.” For Deschutes County, implementing Goal 9 is focused on ensuring opportunities for economic development while protecting rural land uses.

In Deschutes County, several areas are designated for rural industrial and rural commercial uses to allow for activities such as manufacturing or resource processing. Additionally, unincorporated communities and rural service centers allow for limited commercial opportunities, including restaurants, services, and retail stores.

Economic development agencies in Central Oregon cite the tremendous natural resource access and amenities to be essential for drawing in new businesses and workers. As the County grows, childcare will continue to be a challenge for rural residents along with access to high-speed and reliable internet services.

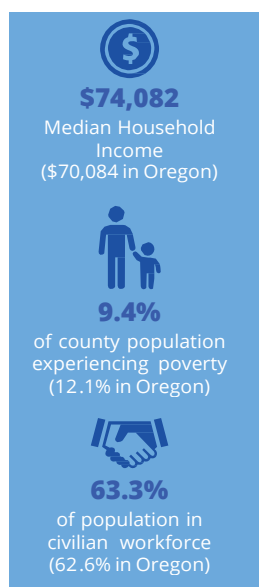
A continued challenge for Deschutes County will be to balance adequate economic opportunity for rural residents with protection of natural resource lands. Community members have expressed interest in providing for new and emerging economic opportunities through renewable energy development, including potential for biomass, solar, geothermal, and wind projects that may be compatible with rural uses.

Context

Deschutes County’s economy was initially built around farming and logging. As those sectors declined in the 20th century, recreation and tourism increased as people were drawn to the beauty and opportunities to recreate on public lands. Deschutes County’s high quality of life became a draw for employers and employees alike. In the 2000’s, the building sector boomed as new housing was built to meet both increased housing demand and the real estate speculation that followed. Housing prices rose so high that workforce housing became a limiting factor in economic growth. The period of strong growth ended with the national recession that began in late 2007, leading to falling housing prices and rising unemployment. The 2010’s and early 2020’s have proven to be another period of booming economic growth for Deschutes County, exacerbated by the COVID-19 pandemic and the dramatic increase in remote work.

Commented [NM47]: Chapter 3, Section 3.4, Page 10

Deschutes County's economy remains strong compared to Oregon as a whole, as shown in the statistics below.



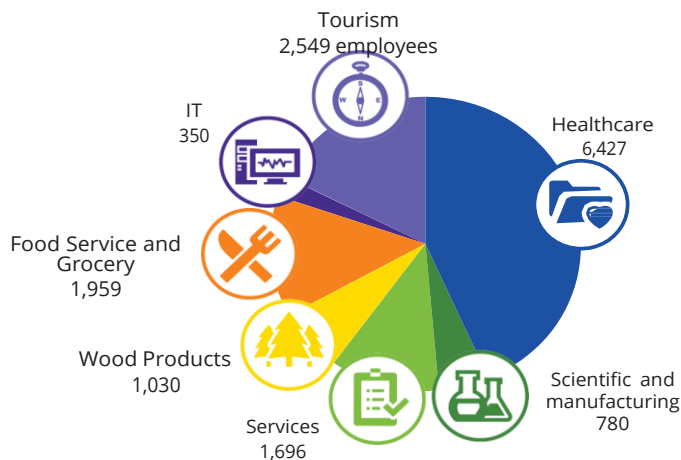
Primary Industries

Deschutes County is known for its abundant natural resources, though the County continues to balance its economy through a variety of industries. The top 10 industries overall in Deschutes County (including those within urban areas) are:

1. Trade, transportation, utilities (15,742 jobs)
2. Education/Health Services (13,479 jobs)
3. Goods-producing (13,169 jobs)
4. Leisure and hospitality (12,990 jobs)
5. Health care and social assistance (12,541 jobs)
6. Retail trade (11,714 jobs)
7. Accommodation and food services (10,718 jobs)
8. Professional/business services (10,067 jobs)
9. Food services/drinking places (8,304 jobs)
10. Local government (7,396 jobs)

Economic Development

2022 Central Oregon Largest Private Employers by Industry



2022 Central Oregon Largest Private Employers

Rank	Employees	Employer
1	4,509	St. Charles Health System regional
2	1,030	Bright Wood Corporation regional
3	1,000	Sunriver Resort 1,000 1,000 940
4	916	Les Schwab Headquarters & Tire Centers regional
5	894	Mt. Bachelor
6	714	Safeway regional
7	640	NC Fred Meyer regional
8	628	Summit Medical Group regional
9	605	McDonald's regional
10	440	Lonza, formerly Bend Research
11	415	Rosendin Electric
12	391	Mosaic Medical regional
13	375	Black Butte Ranch
14	365	ibex
15	350	Meta Platforms, Inc. - Facebook Data Center
16	340	BasX
17	336	PacificSource
18	296	High Lakes Health Care regional
19	280	Brasada Ranch
20	267	Medline ReNewal

Economic Development

Tourism

Tourism continues to be a major facet of Central Oregon's economy, with approximately 4.5 million visitors entering Central Oregon each year. The majority of those visitors travel to Bend and Deschutes County in particular but other communities in the County also are popular destinations, including Sisters, Redmond and Terrebonne, as well as destination resort such as Sunriver, Eagle Crest, Pronghorn and others. In addition, recreational opportunities throughout the County also attract a multitude of visitors, from skiing on Mt. Bachelor, hiking in the Three Sisters Wilderness, and rafting the Deschutes River, to fishing, hunting and camping at dispersed sites on National Forest and BLM land throughout the County.



Tourism Impacts



4.27

Million

Annual overnight visitors in Central Oregon (comprised of Deschutes, Crook, Jefferson, and south Wasco counties)



In 2022, employment directly generated by travel spending in Central Oregon was

10,270

Jobs (up 13.1%)

\$28.5

Million in Tax Revenues

Transient Tax Revenues
in 2022
Central Oregon as a whole

\$25.7

Million

Deschutes County alone

\$293



Average trip spend, per person, from an overnight visitor

Source: Oregon Travel Impacts, 2022 by Dean Runyan Associates for the Oregon Tourism Commission

Economic Development

Construction and Development

While much of the County's economic activity occurs in urban areas, staff notes that agricultural, forestry, and construction industries also provide economic growth in Deschutes County. Construction of rural housing can support additional workforce in areas outside of city limits while also utilizing local trade industries. Construction of rural industrial or commercial projects provide economic opportunities that serve rural communities, without a trip into an adjacent city.

Coordination

A key partner for the County in promoting a healthy economy is Economic Development for Central Oregon (EDCO). This private non-profit organization is dedicated to diversifying the tri-county regional economy by attracting new investment and jobs. This organization also tracks the local economy.

Between 2010 and 2013, Deschutes, Crook, and Jefferson counties, and their respective cities established a regional large lot industrial land need analysis, ultimately leading to changes to state law, OAR 660-024-0040 and 45. This rule provides that that the large lot industrial land need analysis agreed upon by all of the parties, once adopted by each of the participating governmental entities, would be sufficient to demonstrate a need for up to nine large industrial sites in Central Oregon. Six of the sites will be made available initially. Three more sites may be added under the rule as the original sites are occupied. Intergovernmental agreements were formed with the regions jurisdictions and Central Oregon Intergovernmental Council in 2013 to provide oversight of this new regional large lot industrial lands program. Participating local governments will review the program after all nine sites have been occupied, or after ten years, whichever comes first.

Connections to Other Comprehensive Plan Chapters

Much of the County's economic development activity is directly related to farmland (Chapter 3), forest land (Chapter 3), mineral and aggregate resources (Chapter 4), and natural resources (Chapter 5). Additional information can be found in these sections.

Key Community Considerations

As part of this comprehensive plan update, community members expressed the following:

- A recognition that tourism is an important industry in the County, but some concern that the interests of tourism-related activity play an outsized role in the County.
- Desire for a strong and diverse economy that benefits local residents.
- Strong interest in expanding access to childcare for rural residents, especially those who travel into incorporated cities for employment.
- Interest in exploring new economic opportunities including renewable energy development.
- Desire for additional educational and job training opportunities, including expansion of colleges and universities.



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Section 3.4 Rural Economy- Economic Development Goals and Policies

Goal 4 9.1: Maintain a stable, ~~and sustainable, and~~ thriving rural economy, compatible with rural lifestyles and a healthy environment.

Policy ~~3.4.4~~ 9.1.1. Promote rural economic initiatives, including home-based businesses, that maintain the integrity of the rural character and natural environment.

~~a. Review land use regulations to identify legal and appropriate rural economic development opportunities.~~

Policy ~~3.4.3~~ 9.1.2. Support a regional approach to economic development in concert with Economic Development for Central Oregon or similar organizations.

Policy ~~3.4.4~~ 9.1.3. Support growth and expansion of colleges and universities, regional educational facilities, and workforce training programs.

Policy ~~3.4.5~~ 9.1.4. Support renewable energy generation as an important economic development initiative, while taking other community goals and concerns into consideration.

Policy ~~3.4.6~~ 9.1.5. Support and participate in master planning for airports in Deschutes County, including expansion of noise impact boundaries and upgrades to facilities as airports continue to grow.

Policy ~~3.4.7~~ 9.1.6. Within the parameters of State land use regulations, permit limited local-serving commercial uses in higher-density rural communities. Support limited and locally-serving commercial uses in appropriate locations.

Policy 9.1.7. Support expansion of high-speed internet in rural areas and integrate infrastructure such as fiber-optic cables into new development and road projects.

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Policy 9.1.8. Support funding and development of childcare locations across the County to support families in the workforce.

Policy ~~3.10.8~~ 9.1.9. ~~Review Policies 3.10.11 through 3.10.13 and initiate~~ Explore need for Deschutes Junction Master Planning for rural economic development lands, including Deschutes Junction.

Policy 9.1.10. Recognize the importance of maintaining a large-lot industrial land supply that is readily developable in Central Oregon, and support a multi-jurisdictional cooperative effort to designate these sites.

~~Land Designated and Zoned Rural Commercial~~

Goal 9.2. Support creation and continuation of rural commercial areas that support rural communities while not adversely affecting nearby agricultural and forest uses.

Policy ~~3.4.8~~ Update the policies for land-designated Rural Commercial as needed.

Policy ~~3.4.9~~ 9.2.1. Rural Commercial-designated lands located outside of urban-growth boundaries shall allow uses less-intense than those allowed in unincorporated communities as defined by OAR 660-22 or its successor. Allow for new Rural Commercial zoning shall be applied to any new properties that are approved for Rural Commercial designations if otherwise as allowed by State Oregon Revised Statute, Oregon Administrative Rule, and this Comprehensive Plan.

Policy ~~3.4.10~~ Rural Commercial zoning shall be applied to Deschutes Junction, Deschutes River Woods Store, Pine Forest, Rosland and Spring River.

Policy ~~3.4.11~~ 9.2.2. In Spring River there shall be a Limited Use Combining Zone.

Policy ~~3.4.12~~ 9.2.3. County Comprehensive Plan policies and land use regulations shall ensure that new uses authorized permitted on Rural

Commercial designated lands do not adversely affect nearby agricultural and forest uses in the surrounding areas.

Policy ~~3.4.13~~ 9.2.4. Zoning in the area shall ensure that the uses allowed are rural as required by Goal 14, Urbanization, and less intensive than those allowed for unincorporated communities as defined in OAR 660-22. New commercial uses on Rural Commercial lands shall be limited to those intended to serve the surrounding rural area and/or the travel needs of people passing through the area the traveling public.

Policy ~~3.4.14~~ 9.2.5. New commercial uses shall be limited in size to 2,500 square feet or if for an agricultural or forest-related use, 3,500 square feet.

Policy ~~3.4.15~~ 9.2.6. A lawful use existing on or before November 5, 2002 that is not otherwise allowed in a Rural Commercial zone, may continue to exist subject to the county's nonconforming use regulations.

Policy ~~3.4.16~~ 9.2.7. An existing lawful use may expand up to 25 percent of the total floor area existing on November 5, 2002.

Policy ~~3.4.17~~ 9.2.8. The Rural Commercial zoning regulations shall allow a mixed use of residential or rural commercial uses.

Policy ~~3.4.18~~ 9.2.9. Residential and commercial uses shall be served by DEQ approved on-site sewage disposal systems.

Policy ~~3.4.19~~ 9.2.10. Residential and commercial uses shall be served by on-site wells or public water systems.

Policy ~~3.4.20~~ 9.2.11. Community sewer systems, ~~in~~ Motels, hotels, and industrial uses shall not be allowed. Community sewer systems shall not be allowed without exceptions to relevant statewide land use goals.

Policy ~~3.4.21~~ 9.2.12. Recreational vehicle or trailer parks and other uses catering to

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travelers shall be permitted.

~~Land Designated and Zoned Rural Commercial~~
Goal 9.3: Support the creation and continuation of rural industrial areas that support rural communities while not adversely affecting nearby agricultural and forest uses.

Policy ~~3.4.22~~ 9.3.1. Update the policies for lands designated Rural Industrial as needed to limit and control industrial uses through the use of the Rural Industrial designation and development standards.

Policy ~~3.4.23~~ 9.3.2. To assure that urban uses are not permitted on rural industrial lands, land use regulations in the Rural Industrial zones shall ensure that the uses allowed are less intensive than those allowed for unincorporated communities in OAR 660-22 or any successor.

Policy ~~3.4.24~~ 9.3.3. Limited Use Combining zones shall be applied to the Redmond Military (Tax lot 1513000000116), Deschutes Junction (Tax lot 161226C000301, Tax lot 161226C000300, Tax lot 161226C000111 and Tax lot 161226A000203) to ensure permitted uses are compatible with surrounding farm and forest lands.

Policy ~~3.4.25~~ 9.3.4. To ensure that the uses in Rural Industrial zone on tax lot 16-12-26C-301, as described in Exhibit "C" and depicted on Exhibit "D" attached to Ordinance 2009-007 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on that site shall be subject to a Limited Use Combining Zone which will limit the uses to storage, crushing, processing, sale and distribution of minerals.

Policy ~~3.4.26~~ 9.3.5. To ensure that the uses in the Rural Industrial Zone on Tax Lot 300 on Assessor's Map 16-12-26C-300 and Tax Lot 203 on Assessor's Map 16-12-26A-300 and portions of Tax Lot 111 on Assessor's Map 16-12-26C-111 as described in Exhibit 'D' and depicted in Exhibit 'E' attached to Ordinance 2010-030 and incorporated by reference

herein, are limited in nature and scope, the Rural Industrial zoning on the subject parcel shall be subject to a Limited Use Combining Zone, which will limit the uses to storage, crushing, processing, sale and distribution of minerals, subject to conditional use and site plan approval.

Policy ~~3.4.27~~ 9.3.7. ~~Land use regulations shall ensure new uses authorized within the on Rural Industrial sites lands do not adversely affect nearby agricultural and forest uses in the surrounding area.~~

Policy ~~3.4.28~~ 9.3.8. ~~New industrial uses shall be limited in size to a maximum floor area of 7,000 square feet per use within a building, except for the primary processing of raw materials produced in rural areas, for which there is no floor area per use limitation.~~

Policy ~~3.4.29~~ 9.3.9. A lawfully established use that existed on or before February 2, 2003, not otherwise allowed in a Rural Industrial zone may continue to exist subject to the county's non-conforming use regulations.

Policy ~~3.4.30~~ 9.3.10. A lawfully established use that existed on or before February 2, 2003, may be expanded to occupy a maximum of 10,000 square feet of floor area or an additional 25 percent of the floor area currently occupied by the existing use, whichever is greater.

Policy ~~3.4.31~~ 9.3.11. ~~Ensure new uses on Rural Residential and Industrial lands uses are served by DEQ approved on-site sewage disposal systems approved by the Department of Environmental Quality (DEQ).~~

Policy ~~3.4.32~~ 9.3.12. Residential and industrial uses shall be served by on-site wells or public water systems.

Policy ~~3.4.33~~ 9.3.13. Community sewer systems shall not be allowed in Rural Industrial zones without exceptions to relevant statewide land use goals.

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Policy ~~3.4.34~~ 9.3.14. A 2009 exception (Ordinance 2009-007) included an irrevocably committed exception to Goal 3 and a reasons exception to Goal 14 to allow rural industrial use with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.

Policy ~~3.4.35~~ 9.3.15. A 2010 exception (Ordinance 2010-030) took a reasons exception to Goal 14 with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.

Policy ~~3.4.36~~ 9.3.16. Properties for which a property owner has demonstrated that Goals 3 and 4 do not apply may be considered for Rural Industrial designation as allowed by State Statute, Oregon Administrative rules and this Comprehensive Plan. Rural Industrial zoning shall be applied to a new property that is approved for the Rural Industrial Plan designation.

Section 4.9 Rural Service Center Policies

Goals and Policies

~~No goals have been defined for the Rural Service Centers.~~

Goal 9.4: Support the creation and continuation of rural service centers that support rural communities while not adversely affecting nearby agricultural and forest uses.

~~Policy 4.9.1 Land use regulations shall conform to the requirements of OAR 660, Divisions 22 or any successor.~~

~~Policy 4.9.2 9.4.1. Rural Service Centers zoning shall be applied to Alfalfa and Brothers and shall consist of three districts: Commercial/Mixed Use, Residential, and Open Space in Alfalfa, Brothers, Hampton, Whistlestop, and Wildhunt are identified on the Comprehensive Plan Map and shall have zoning consistent with Comprehensive Plan designations.~~

~~Policy 4.9.3 Rural Service Center zoning shall be applied to Hampton, Whistlestop and Wildhunt.~~

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and shall consist of a single Commercial/Mixed Use District.

~~Policy 4.9.4 The area in the Brothers Rural Service Center Boundary that is north of Highway 20 and east of Camp Creek Road shall be zoned as Rural Service Center – Open Space District (RSC-OS).~~

~~Policy 4.9.5 9.4.2. In April 2002, Alfalfa area residents expressed a desire to keep the community "the way it is" and to limit commercial activity to 2 acres south of Willard Road that is the site of the Alfalfa Community Store and the community water system. These two acres are designated as a mixed-use commercial district in the Comprehensive Plan and shall be zoned mixed use commercial. The remaining 20 acres of the Rural Service Center will continue to be zoned Rural Service Center – Residential District, with a 5-acre minimum lot size. Since the Board of County Commissioners finds it may be necessary to accommodate the need for future commercial expansion 2 acres north of Willard Road are being designated on the Comprehensive Plan for future commercial uses. A zone change to mixed use commercial can be considered only for a specific use and upon findings that the existing commercial area is fully developed.~~

~~Policy 4.9.6 9.4.3. County Comprehensive Plan policies and land use regulations shall ensure that new land uses authorized within the Alfalfa, Brothers, Hampton, Millican, Whistlestop and Wild Hunt Rural Service Centers do not adversely affect agricultural and forest uses in the surrounding areas.~~

~~Policy 4.9.7 9.4.4. Zoning in the area rural service centers shall promote the maintenance of the area's rural character. New commercial uses shall be limited to small-scale, low-impact uses that are intended to serve the community and surrounding rural area or the travel needs of people passing through the area. The commercial/mixed use zoning regulations shall allow a mixed use of residential or small-~~

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scale commercial uses such as health and retail services.

~~Policy 4.9.8 9.4.5.~~ Residential and commercial uses shall be served by DEQ-approved on-site sewage disposal systems.

~~Policy 4.9.9 9.4.6.~~ Residential and commercial uses shall be served by onsite wells or public water systems.

~~Policy 4.9.10 9.4.7.~~ Community water systems, motels, hotels, and industrial uses shall not be allowed.

~~Policy 4.9.11 9.4.8.~~ Recreational vehicle or trailer parks and other uses catering to travelers shall be permitted.

~~Policy 4.9.12 The County shall consider ways to improve services in the area consistent with the level of population to be served.~~

Economic Development



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Housing





Opportunities, Challenges, and Considerations

Deschutes County faces a variety of housing demands, issues, and challenges. The County continues to be a desirable and attractive place to live, with access to jobs, recreation, beautiful natural landscapes, and a variety of other amenities. The County's population is projected to continue to grow in the coming decades. At the same time, there are several challenges to the development of housing in the County. Some of the key issues the County faces today include increased demand for rural housing; housing affordability; state planning requirements related to Urban Growth Boundaries, farm and forest land, destination resorts, and others; water availability; and issues related to homelessness.

Context

PROJECTED POPULATION GROWTH IN UNINCORPORATED DESCHUTES COUNTY

In 2024, Deschutes County continues to be one of the fastest growing counties in Oregon, and that trend is expected to continue. Significant growth is expected to occur in Deschutes County in the coming years (over 90,000 new residents in the next 25 years). However, the majority of this growth is forecasted to happen in urban areas with a more modest amount occurring in unincorporated parts of the County (about 5,000 additional people during the same period). (Source: Portland State University Population Research Center)

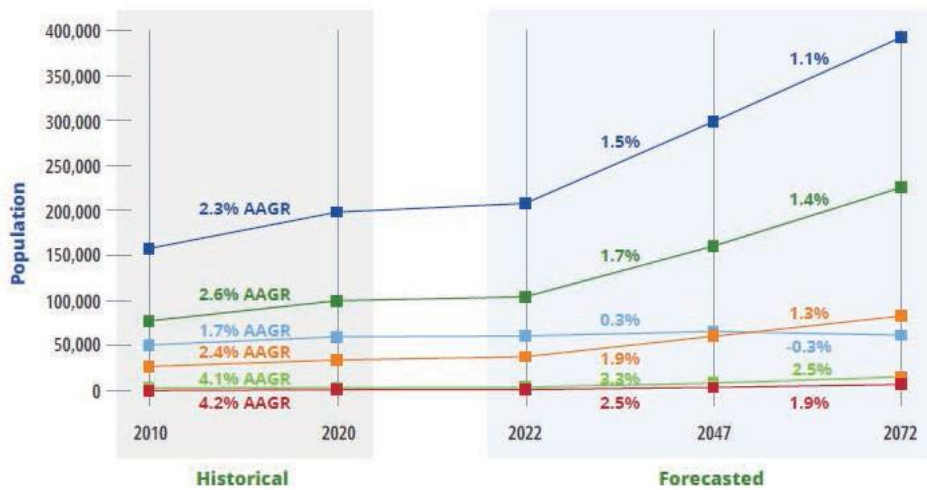
INCREASED DEMAND FOR RURAL HOUSING

Between 2010 and 2022, Deschutes County processed seven applications to rezone approximately 1,200 acres of property from a non-residential zone to a residential zone, with several more applications recently submitted and under review. Most of these applicants requested rezonings of farmland due to poor



Housing

Historical and Forecasted Population and Average Annual Growth Rate in Deschutes County and its Sub-Areas



soil quality for farming. This trend is likely to continue.

HOUSING AFFORDABILITY

The median value of owner-occupied housing units in Deschutes County (including cities), is significantly higher than that of the State of Oregon (\$435,600 compared to \$362,200 according to 2017-2021 Census figures), and consistently increasing. In July 2023, Becon Appraisal Group reported an all-time high median home value for Bend area homes, in the amount of \$785,000. The same report estimated a median home price as \$694,000 for Sisters area homes, \$473,000 for Redmond area homes, and \$401,000 for La Pine area homes. Given that median income is generally on par with the state as a whole, high housing prices are likely an indicator of an inadequate supply of housing affordable to many residents of the Deschutes County, particularly those with low to moderate incomes.

STATE PLANNING REQUIREMENTS

Although Deschutes County has numerous prospects to expand residential development, some of these opportunities face challenges with respect to state rules and regulations. The Oregon land use system is designed to concentrate most growth within Urban Growth Boundaries. A variety of statewide planning goals, laws, and administrative rules designed to protect farm and forest land, regulate destination resorts, and ensure cost-effective provision of infrastructure limit where and how housing can be built outside of urban areas.

WATER AVAILABILITY AND CONSUMPTION

A growing demand for water for residential, business, recreation, and agricultural uses; changes in water table depth; allocation of water rights; and potential future changes in water supply related to climate change all may impact the availability of water to support new housing. Water resources are discussed in Chapter 5 in more detail.

Housing

Vacant Lots in Resort Areas

Resort Area	Number of Vacant Lots
Destination Resorts	
Caldera Springs	101
Eagle Crest	139
Pronghorn	285
Tetherow	200
Resort Communities	
Black Butte	27
In of the 7th Mountain/Widgi Creek	12
Urban Unincorporated Area	
Sunriver	118
Total Vacancies, Resort Areas	887

Vacant Lots in Rural Residential Areas

Rural Residential Areas	Number of Vacant Lots
Rural Residential Zones	
Rural Residential	2,139
Multiple use Agriculture	518
Suburban Low Density Rural Residential	32
Urban Area Reserve	292
Rural Communities	
Tumalo (TUR/TUR5)	32
Terrebonne (TER/TER5)	134
Total Vacancies, Rural Residential Areas	3,447

Future Opportunities for Rural Residential Lots

Rural Residential Areas	Count
Thornburgh Destination Resort	950
Caldera Springs Destination Resort Phase 2	340
West Side Transect	187
Tumalo Irrigation District Rezoned Parcel	72
Gopher Gulch (North of Bend)	10
Total Vacancies, Rural Residential Areas	1,559

HOMELESSNESS

The incidence and impacts of homelessness have been rising in Deschutes County, as well as across the state and nation in recent years. A variety of factors have contributed to this trend, including rising housing costs, increasing income disparities, and limited transitional housing and supportive resources. As a result, impacts on both urban areas and natural resources have increased, with elevated levels of community concern and support for more action by the County and its partners to address these issues.

BALANCING DEVELOPMENT OPPORTUNITIES WITH VISITOR ACCOMMODATIONS

Although population growth in unincorporated Deschutes County is forecasted to be relatively limited, rural parts of the County, including several destination resorts, include significant capacity for new residential development. Community members have expressed concern regarding the use of these homes as primary residences, second homes, or vacation rentals.

RECENT CHANGES IN COUNTY HOUSING RULES

The County has recently adopted and/or is currently considering new rules related to development and regulation of different types of housing. These include:

- Changes to where accessory dwelling units are allowed.
- Repeal of the County's "Conventional Housing Combining Zone" which prohibited manufactured homes in three large unincorporated areas east and west of Tumalo and east of Bend.

What type of housing is allowed in unincorporated Deschutes County?

Residential development in Deschutes County is less dense than the Cities of Bend, La Pine, Redmond and Sisters due to state land use rules. Single family homes are most common type of housing throughout the county in all zones. Recreational vehicles are allowed to be placed on property for temporary living situations or as medical hardship dwellings for family members but are not intended to be permanent living situations. Accessory Dwelling Units or ADUs, also known as “granny flats” or “carriage houses” are smaller secondary residences on a property. In 2021, the Oregon legislature passed Senate Bill 391 which allows for rural ADUs with certain parameters, and Deschutes County is currently in the process of implementing this legislation.



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Housing

Key Community Considerations

Given the range of issues and conditions discussed related to this important topic, the Comprehensive Plan includes a variety of policies to guide future development of housing and address impacts to residents in rural areas. Additional related policies are found in Chapter 2 (Land Use) and Chapter 13 (Transportation). These strategies are underpinned by community sentiment, as described below.

- Some community members expressed support for allowing or encouraging growth in rural areas, particularly to alleviate housing pressure and provide larger-lot options. However, engagement showed greater opposition to residential development outside of Urban Growth Boundaries.
- Overall support for allowing a wider range of types of housing (e.g., accessory dwelling units, manufactured homes, recreational vehicles, etc.), but concerns about the quality of this housing and additional rural residential development in general.
- Concern about homelessness and its impacts, coupled with strong support for a proactive approach by the County to work with partner agencies and groups to address this issue.
- Relatively strong opposition for rezoning low productivity farmland with poor soil to allow greater opportunities for housing, due to negative impact on open space, habitat, transportation, and active farm practices.

Section 3.3 Rural Housing Goals and Policies

Goal 4 10.1: Maintain the rural character and safety of Support housing opportunities and choices for rural County residents in unincorporated Deschutes County, while meeting health and safety concerns, minimizing environmental and resource land impacts.

Policy 3.3.1 Except for parcels in the Westside Transect Zone, the minimum parcel size for new rural residential parcels shall be 10 acres.

Policy 3.3.2 10.1.1, Incorporate annual farm and forest housing reports into a wider system for tracking the cumulative impacts of rural housing development.

Policy 3.3.3, 10.1.2, Continue to update the County zoning ordinance and work with partnering organizations to Address housing health and safety issues raised by the public associated with housing.

a. The number of large animals that should be permitted on rural residential parcels; or

b. The properties south of La Pine, in Township 22S, Range 10E, Section 36, many of which are not in compliance with planning and building codes.

Policy 3.3.4 10.1.3. Encourage and/or require, where consistent with County policies and requirements, new subdivisions to incorporate alternative development patterns, such as cluster development, that mitigate community and environmental impacts.

Policy 10.1.4. Implement legislation allowing accessory dwelling units in rural areas to expand housing choices.

Policy 10.1.5. Create and encourage opportunities for flexibility in rural housing including development of manufactured home parks, safe parking sites, and RV parking areas.

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Housing

Policy 10.1.6. Reduce barriers to housing development and supporting services (such as locally serving medical offices or similar uses) in unincorporated communities.

Policy 10.1.7. Explore grants and funding opportunities for ongoing maintenance and rehabilitation of existing housing stock.

Policy 10.1.8. Evaluate the impacts of short-term rentals and consider regulations to mitigate impacts, as appropriate.

Policy 3.3.5 Maintain the rural character of the County while ensuring a diversity of housing opportunities, including initiating discussions to amend State Statute and/or Oregon Administrative Rules to permit accessory dwelling units in Exclusive Farm Use, Forest and Rural Residential zones.

Goal 2 10.2: Support agencies and non-profits that provide affordable housing.

Policy 3.3.6 10.2.1, Support Central Oregon Regional Housing Authority and other stakeholders to meet the housing needs of all Deschutes County residents: by assisting a. Assist, as needed, in coordinating and implementing housing assistance programs.

b. Support efforts to provide affordable and workforce housing in urban growth boundaries and unincorporated communities.

Policy 3.3.7 10.2.2. Utilize block grants and other funding to assist in providing and maintaining low- and moderate-income housing in partnership with Housing Works and other housing agencies and providers in Deschutes County.

Goal Policy 3.3.8 10.3: Regulate the location and density of housing in the area located between the Bend UGB and Shevlin Park through Westside Transect policies. The transect concept provides a range of development patterns from most to least developed. The Westside Transect Zone implements the transect concept by providing a rural, low density range at the western edge of

~~the Bend UGB adjacent to the urban transect typology inside the Bend UGB and extending outward westerly to the public and forested lands. The Westside Transect Policies set forth below and the zoning ordinance provisions implementing those policies are specific to the area located between the Bend UGB and Shevlin Park and do not apply to other areas adjacent to the Bend UGB.~~

~~Policy 3.3.9 Westside Transect Policies:~~

~~Policy 3.3.9.1 10.3.1.~~ Protect the sensitive eco-systems and interrelationships of the urban/rural interface on the west side of Bend between the urban area and Shevlin Park and the public and forestlands to the west.

~~Policy 3.3.9.2 10.3.2.~~ Protect natural resources and environmentally sensitive areas and provide special setbacks between development and Shevlin Park, Tumalo Creek, and forestlands.

~~Policy 3.3.9.3 10.3.3.~~ Development patterns shall reflect the protection of land with environmental significance and fire-wise and other fire prevention community design best practices.

~~Policy 3.3.9.4 10.3.4.~~ Limit residential development to 200 single-family residential lots.

~~Policy 3.3.9.5 10.3.5.~~ Manage all areas outside of the structural building envelopes on residential lots for wildfire mitigation and wildlife habitat in accordance with coordinated plans prepared by professionals, reviewed annually with reports submitted to the County every three years. The wildfire mitigation and wildlife habitat plans shall be funded through homeowner assessments and administered and enforced by a homeowners association

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established at the time of creation of any residential lots.

~~Policy 3.3.9.6 10.3.6.~~ Reduce the impact of construction by using best management practices to minimize site disturbance during construction and construction impacts (i.e., erosion) on Shevlin Park, Tumalo Creek, and forestlands.

~~Policy 3.3.9.7 10.3.7.~~ Coordinate with the City of Bend for mitigation of impacts to City infrastructure from development within the Transect.

Goal 10.4: Participate in regional efforts to plan for housing.

Policy 10.4.1. Collaborate with cities and private sector partners on innovative housing developments to meet the region's housing needs.

Policy 10.4.2. Partner with cities to incentivize development within urban growth boundaries and reduce infrastructure costs for workforce and affordable housing.

Policy 10.4.3. Partner with local, state, and federal agencies to address and limit nuisance and public health issues related to homelessness.

Policy 10.4.4. Utilize county-owned land in city limits for affordable and workforce housing, where appropriate.

Policy 10.4.5. Promote regional housing planning, including urban reserve planning for cities, to allow for longer-term and multi-jurisdictional housing strategies.

Policy 10.4.6. Limit parcelization and development adjacent to cities or in conflict with planned and/or known road/utility corridors to preserve land for future urban development.

Housing



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Unincorporated Communities and Destination Resorts





Opportunities, Challenges, and Considerations

Deschutes County is home to numerous unincorporated communities, which contain urban levels of development outside of city limits. Many of these communities provide services and amenities to rural residents. As the county continues to grow, many residents are concerned about increasingly dense development in these unincorporated areas which may feel out of scale with the surrounding rural uses. However, many residents also see the need for more opportunities for small-scale rural services and retail opportunities to serve existing and future community members. Deschutes County will need to continue to refine the vision and guidelines for development in these areas while balancing infrastructure needs, protection of natural resources and rural land uses, and community desires.

In addition to these unincorporated communities, Resort Communities and Destination Resorts are another form of development outside of urban areas. Historically, resort-type development served as a stabilizing force in Central Oregon's economy and drew in new residents and businesses. In recent years, development of destination resorts has become increasingly contentious, with litigation and extensive public participation in land use hearings. Many residents see value in the amenities and economic value associated with destination resorts, although have concerns regarding their natural resource impacts.

Context

Unincorporated Communities

Deschutes County's unincorporated communities generally pre-date Oregon's statewide land use system and have more urban-scale uses in outlying rural areas, within a defined geographic boundary.

In 1994, Oregon Administrative Rules (OARs) were amended to define unincorporated communities and the types of uses that could be allowed in these areas. The OARs established four types of unincorporated communities, all of which were required to be in existence at the time of the change - the Rule did not allow for new rural communities to be established. These community types are described below.

URBAN UNINCORPORATED COMMUNITY

This is a community which contains at least 150 permanent dwelling units, a mixture of land uses, and contains a community water and sewer system. Sunriver is an Urban Unincorporated community.

RURAL COMMUNITY

This is a community which consists of permanent residential dwellings and at least two other types of land uses – such as commercial, industrial, or public uses provided to the community or travelers. Terrebonne and Tumalo are Rural Communities and were platted prior to the

Unincorporated Communities and Destination Resorts

establishment of the County's subdivision ordinance.

RESORT COMMUNITY

This type of community was established for a recreation-related use on private land prior to 1989 when the state adopted its Destination Resort rules. Black Butte Ranch and Inn of the 7th Mountain/Widgi Creek are Resort Communities. It's important to note that there are several other resort style developments in the County on private lands called "Destination Resorts." See the next section for more information.

RURAL SERVICE CENTER DESIGNATION

This is an unincorporated community that has primarily commercial or industrial uses that provide goods and services to the surrounding rural area and travelers. These are the most common type of unincorporated community in Deschutes County and include Alfalfa, Brothers, Hampton, Millican, Whistlestop, and Wildhunt are limited in scale, often with only one or several parcels in the designation.

Destination Resorts

Destination resorts have been a key economic development strategy for Deschutes County. Many community members and visitors enjoy the recreational amenities and accommodations that Destination Resorts provide.

Since 1979 destination resorts have increased in importance to the economy of Deschutes County. Sunriver and Black Butte Ranch, as two of the county's original resorts, garnered a national reputation for their recreation facilities and visitor accommodations, serving as touchstones for Deschutes County's tourism industry. In 1989, recognizing the importance of tourism to the economy of the State of Oregon, the state legislature and the Land Conservation and Development Commission (LCDC) took steps to make it easier to establish destination resorts on rural lands in the state. Statewide Planning Goal 8, the recreation goal, was amended to

specify a process for locating destination resorts on rural land without taking an exception to Goals 3, 4, 11 and 14, which govern development in rural resource lands. Under these changes, destination resorts may be sited in EFU zones where they weren't previously allowed. In 1990, LCDC amended the rule for siting destination resorts on forest lands as well.

Eagle Crest Resort, although it had existed prior to these changes, applied for legislative changes to comply with these new rules and expand onto adjacent lands.

In 2010, Deschutes County completed an amendment to its destination resort mapping process, adding "clear and objective" requirements for eligible and ineligible sites, and the process for amending the destination resort map based on changes in state law. Since that

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Unincorporated Communities and Destination Resorts

time, Pronghorn, Caldera Springs, and Tetherow resorts have gone through the siting process. Resorts existing prior to the legislative change, such as Black Butte, Sunriver, and the Inn of the Seventh Mountain have also expanded and been rezoned to Urban Unincorporated Community and Resort Community, respectively. Thornburgh Resort has received preliminary approvals, beginning in 2006.

Key Community Considerations

Unincorporated Communities are limited in their development potential due to their specific geographic footprint. Protecting open space and natural resources while providing economic opportunities in these unincorporated areas continues to be a balancing act.

As additional rural development occurs, so does the demand for services and goods that can be reached without having to drive to an incorporated city. Aging residents have expressed a desire for additional medical care and offices in rural areas to support aging in place. On the other hand, many residents would prefer limiting development in unincorporated communities in order to preserve the rural character of the area.

Destination Resort development continues to be a contentious issue. Community members have expressed concern regarding the water use of large-scale development – specifically the effects to groundwater for neighboring property owners. Other community members express support for the economic and amenity benefits of destination resorts, noting that the current requirements sufficiently address natural resource concerns. Additional community conversations will be valuable to understand the diversity of perspectives on this topic.

Goals and Policies

Goal: To provide guidance for development of unincorporated communities and destination resorts.

~~Section 4.8 Resort Community Policies~~
~~No goals have been defined for Black Butte Ranch or Inn of 7th Mountain / Widgi Creek Resort Communities~~

General Resort Community Policies

~~Policy 4.8.1~~ 11.1.1. Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor.

~~Policy 4.8.2~~ 11.1.2. Designated open space and common area, unless otherwise zoned for development, shall remain undeveloped except for community amenities such as bike and pedestrian paths, park and picnic areas. Areas developed as golf courses shall remain available for that purpose or for open space/recreation uses.

~~Policy 4.8.3~~ 11.1.3. The provisions of the Landscape Management Overlay Zone shall apply in Resort Communities where the zone exists along Century Drive, Highway 26 and the Deschutes River.

~~Policy 4.8.4~~ 11.1.4. Residential minimum lot sizes and densities shall be determined by the capacity of the water and sewer facilities to accommodate existing and future development and growth.



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Policy ~~4.8.5~~ 11.1.5. The resort facility and resort recreation uses permitted in the zoning for Black Butte Ranch and the Inn of the Seventh Mountain/Widgi Creek shall serve the resort community.

Black Butte Ranch General Policies

Policy ~~4.8.6~~ 11.2.1. County comprehensive plan policies and land use regulations shall ensure that new uses authorized within the Black Butte Ranch Resort Community do not adversely affect forest uses in the surrounding Forest Use Zones.

Policy ~~4.8.7~~ 11.2.2. The County supports the design review standards administered by the Black Butte Ranch Architectural Review Committee.

Policy ~~4.8.8~~ 11.2.3. Residential, resort and utility uses shall continue to be developed in accordance with the Master Design for Black Butte Ranch and the respective Section Declarations.

Policy ~~4.8.9~~ 11.2.4. Industrial activities, including surface mining, shall only occur in the area zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU) located in the northwest corner of Black Butte Ranch.

Policy ~~4.8.10~~ 11.2.5. Employee housing shall be located in the area zoned Black Butte Ranch-Utility/Limited Use Combining District (Black Butte Ranch-U/LU).

Policy ~~4.8.11~~ 11.2.6. Any amendment to the allowable use(s) in either the Resort Community District or the Limited Use Combining District shall require an exception in accordance with applicable statewide planning goal(s), OAR 660-04-018/022 and DCC 18.112 or any successor.

Policy ~~4.8.12~~ 11.2.7. The westerly 38-acres zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU) shall be used for the mining and storage of aggregate resources. Uses that do not prevent the future mining of these resources, such as disposal of reclaimed effluent and woody debris disposal from thinning and other forest practices may be allowed concurrently. Other resort maintenance, operational and utility uses, such as a solid waste transfer station, maintenance facility or equipment storage may be allowed only after mining and reclamation have occurred.

Policy ~~4.8.13~~ 11.2.8. The 18.5 acres zoned Black Butte Ranch-Utility/Limited Use Combining District (Black Butte Ranch-U/LU) may be used for the disposal of reclaimed sludge.

Policy ~~4.8.14~~ 11.2.9. The area west of McCallister Road and east of the area zoned Black Butte Ranch may be used for large equipment storage, general storage, maintenance uses, RV storage, telephone communications, administration offices, housekeeping facilities and employee housing.

Policy ~~4.8.15~~ 11.2.10. Employee housing shall be set back at least 250 feet from the eastern boundary of the area zoned Black Butte Ranch Surface Mining, Limited Use Combining District (Black Butte Ranch SM/LU).

Policy ~~4.8.16~~ 11.2.11. Surface mining within the Black Butte Ranch community boundary shall adhere to the following Goal 5 ESEE "Program to Meet Goal" requirements:

- a. Only the western most 38 acres of the site shall continue to be mined.

Unincorporated Communities and Destination Resorts

- b. Setbacks shall be required for potential conflicting residential and other development. A minimum 50-foot setback shall be maintained from the perimeter of tax lot 202 for all surface mining activity.
- c. Noise impact shall be mitigated by buffering and screening.
- d. Hours of operation shall be limited to between 7:00 a.m. and 6:00 p.m. weekdays. No operations shall be allowed on weekends and holidays.
- e. Processing shall be limited to 45 days in any one year, to be negotiated with Deschutes County in the site plan process in consultation with the Oregon Department of Fish and Wildlife (ODFW).
- f. The conditions set forth in the August 10, 1989, letter of ODFW shall be adhered to.
- g. Extraction at the site shall be limited to five acres at a time with on-going incremental reclamation (subject to DOGAMI review and approval).
- h. Mining operations, siting of equipment, and trucking of product shall be conducted in such a manner that applicable DEQ standards are met and minimizes noise and dust.
- i. DOGAMI requirements for a permit once mining affects more than five acres outside the 8.6-acre exemption area shall be met.
- j. A conditional use permit shall be obtained from Deschutes County, under the provisions of section 18.128.280. Surface mining of resources exclusively for on-site personal, farm or forest use or maintenance of irrigation canals, before mining activity affects more than five acres outside the 8.6-acre exempt area.

Black Butte Ranch Public Facility Policies

Policy ~~4.8.17~~ 11.3.1. Police protection services shall be provided by the Black Butte Ranch Police Services District.

Policy ~~4.8.18~~ 11.3.2. The Black Butte Ranch Water Distribution Company and the Black Butte Ranch Corporation shall confirm the water and sewer service, respectively, can be provided for new uses or expansion of existing uses that require land use approval.

Policy ~~4.8.19~~ 11.3.3. The Black Butte Ranch Water Distribution Company shall provide water service for the Black Butte Ranch Resort Community.

Policy ~~4.8.20~~ 11.3.4. The Black Butte Ranch Corporation shall provide sewer service for Black Butte Ranch.

Policy ~~4.8.21~~ 11.3.5. The Black Butte Ranch Fire Protection District shall provide fire protection services for Black Butte Ranch.

Policy ~~4.8.22~~ 11.3.6. The roads and the bicycle/ pedestrian path system within the Black Butte Ranch Resort Community boundary shall be maintained by the Black Butte Ranch Owners Association.

Inn of the 7th Mountain Widgi Creek General Policies

Policy ~~4.8.23~~ 11.4.1. Any amendment to the allowable uses in either the Resort Community District or the Widgi Creek Residential District shall require an exception in accordance with applicable statewide planning goal(s), OAR 660-04-018/022 or any successor, and DCC 18.112 or any successor.

Policy ~~4.8.24~~ 11.4.2. The County shall encourage and support land exchanges efforts by and between private property owners, public agencies, and public trusts for the purpose of fostering public access to and protection of natural resources, such as rivers, streams, caves,

Unincorporated Communities and Destination Resorts

areas/features of historical importance and other natural features.

Inn of the 7th Mountain/Widgi Creek Public Facility Policies

Policy ~~4.8.25-11.5.1~~. Police protection services shall be provided under contract with the Deschutes County Sheriff.

Policy ~~4.8.26-11.5.2~~. Water service shall be supplied by on-site wells for the Inn/Widgi Resort Community.

Policy ~~4.8.27-11.5.3~~. New uses or expansion of existing uses that require land use approval shall be approved only upon confirmation from the City of Bend that sewer service can be provided.

Policy ~~4.8.28-11.5.4~~. Fire protection services for the Inn/Widgi shall be provided through a contract with the City of Bend until such time as Inn/Widgi develops another plan to provide adequate fire protection.

Policy ~~4.8.29-11.5.5~~. The Resort Community, not Deschutes County, shall maintain roads in the community.

Policy ~~4.8.30-11.5.6~~. The bicycle/pedestrian path system shall be maintained by the Inn/Widgi Owners Association.

Policy ~~4.8.31-11.5.7~~. Emergency access between Widgi Creek and the Inn of the Seventh Mountain shall be provided in accordance with the approved development plan for the Elkai Woods town homes. The respective resort property owners shall maintain emergency access between the Inn and Widgi Creek

~~Section 3.9-Destination Resorts Policies~~

Goal ~~4-11.6: To provide~~ for development of destination resorts in the County in a manner that will be compatible with farm and forest uses, existing rural development, and in a manner that will maintain important natural features including habitat of threatened or endangered species, streams, rivers, and significant wetlands.

~~Goal 2 Policy 11.6.1. To provide a process for the siting of destination resorts on rural lands- facilities that enhance and diversify the recreational opportunities and economy of Deschutes County, on lands~~ that have been mapped by Deschutes County as eligible for this purpose.

~~Goal 3 To provide for the siting of destination resort facilities that enhances and diversifies the recreational opportunities and economy of Deschutes County.~~

Goal ~~4-11.7:~~ Provide for development of destination resorts consistent with Statewide Planning Goal 12 in a manner that will ensure the resorts are supported by adequate transportation facilities.

~~Policy 3.9.1-11.7.1.~~ Destination resorts shall only be allowed within areas shown on the "Deschutes County Destination Resort Map" and when the resort complies with the requirements of Goal 8, ORS 197.435 to 197.467, and Deschutes County Code 18.113.

Policy 11.7.2. Ensure protection of water quality, recreational resources, and other County resources and values.

Policy 11.7.3. Ensure that destination resort developments support and implement strategies to provide workers with affordable housing options within or in close proximity to the resorts.

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~~Policy 3.9.2 Applications to amend the map will be collected and will be processed concurrently no sooner than 30 months from the date the map was previously adopted or amended.~~

Policy 3.9.3 11.7.4. Mapping for destination resort siting.

- a. To assure that resort development does not conflict with the objectives of other Statewide Planning Goals, destination resorts shall pursuant to Goal 8 not be sited in Deschutes County in the following areas:
 - 1) Within 24 air miles of an urban growth boundary with an existing population of 100,000 or more unless residential uses are limited to those necessary for the staff and management of the resort;
 - 2) On a site with 50 or more contiguous acres of unique or prime farm land identified and mapped by the Soil Conservation Service or within three miles of farm land within a High-Value Crop Area;
 - 3) On predominantly Cubic Foot Site Class 1 or 2 forest lands which are not subject to an approved Goal exception;
 - 4) On areas protected as Goal 5 resources in an acknowledged comprehensive plan where all conflicting uses have been prohibited to protect the Goal 5 resource;
 - 5) Especially sensitive big game habitat, and as listed below, as generally mapped by the Oregon Department of Fish and Wildlife in July 1984 as further refined through development of comprehensive plan provisions implementing this requirement.
 - i. Tumalo deer winter range;
 - ii. Portion of the Metolius deer winter range;
 - iii. Antelope winter range east of Bend near Horse Ridge and Millican;
- 6) Sites less than 160 acres.
- b. To assure that resort development does not conflict with Oregon Revised Statute, destination resorts shall not be sited in Deschutes County in Areas of Critical State Concern.
- c. To assure that resort development does not conflict with the objectives of Deschutes County, destination resorts shall also not be located in the following areas:
 - 1) Sites listed below that are inventoried Goal 5 resources, shown on the Wildlife Combining Zone, that the County has chosen to protect:
 - i. Antelope Range near Horse Ridge and Millican;
 - ii. Elk Habitat Area; and
 - iii. Deer Winter Range;
 - 2) Wildlife Priority Area, identified on the 1999 ODFW map submitted to the South County Regional Problem Solving Group;
 - 3) Lands zoned Open Space and Conservation (OS&C);
 - 4) Lands zoned Forest Use 1 (F-1);
 - 5) Irrigated lands zoned Exclusive Farm Use (EFU) having 40 or greater contiguous acres in irrigation;
 - 6) 6. Non-contiguous EFU acres in the same ownership having 60 or greater irrigated acres;
 - 7) Farm or forest land within one mile outside of urban growth boundaries;
 - 8) Lands designated Urban Reserve Area under ORS 195.145;
 - 9) Platted subdivisions.

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d. For those lands not located in any of the areas designated in Policy ~~11.7.4~~ 11.7.5(a) though (c), destination resorts may, pursuant to Goal 8, Oregon Revised Statute and Deschutes County zoning code, be sited in the following areas:

- 1) Forest Use 2 (F-2), Multiple Use Agriculture (MUA-10), and Rural Residential (RR-10) zones;
- 2) Unirrigated Exclusive Farm Use (EFU) land;
- 3) Irrigated lands zoned EFU having less than 40 contiguous acres in irrigation;
- 4) Non-contiguous irrigated EFU acres in the same ownership having less than 60 irrigated acres;
- 5) All property within a subdivision for which cluster development approval was obtained prior to 1990, for which the original cluster development approval designated at least 50 percent of the development as open space and which was within the destination resort zone prior to the effective date of Ordinance 2010-024 shall remain on the eligibility map;
- 6) Minimum site of 160 contiguous acres or greater under one or multiple ownerships;

e. The County adopted a map in 2010 showing where destination resorts can be located in the County. The map is part of the Comprehensive Plan and Zoning Ordinance and shall be the basis for the overlay zone designated Destination Resort (DR).

Policy ~~3.9.4~~ 11.7.5, Ordinance Provisions

- a. The County shall ensure that destination resorts are compatible with the site and adjacent land uses through enactment of land use regulations that, at a minimum, provide for the following:
 - 1) Maintenance of important natural features, including habitat of threatened or endangered species, streams, rivers, and significant wetlands; maintenance of riparian vegetation within 100 feet of streams, rivers and significant wetlands; and
 - 2) Location and design of improvements and activities in a manner that will avoid or minimize adverse effects of the resort on uses on surrounding lands, particularly effects on intensive farming operations in the area and on the rural transportation system. In order to adequately assess the effect on the transportation system, notice and the opportunity for comment shall be provided to the relevant road authority.
 - 3) Such regulations may allow for alterations to important natural features, including placement of structures, provided that the overall values of the feature are maintained.
- b. Minimum measures to assure that design and placement of improvements and activities will avoid or minimize the adverse effects noted in Policy 11.7.5 ~~3.9.4~~(a) shall include:
 - 1) The establishment and maintenance of buffers between the resort and adjacent land uses, including natural vegetation and where appropriate, fenced, berms, landscaped areas, and other similar types of buffers.
 - 2) Setbacks of structures and other improvements from adjacent land uses.
- c. The County may adopt additional land use

Unincorporated Communities and Destination Resorts

restrictions to ensure that proposed destination resorts are compatible with the environmental capabilities of the site and surrounding land uses.

- d. Uses in destination resorts shall be limited to visitor- oriented accommodations, overnight lodgings, developed recreational facilities, commercial uses limited to types and levels necessary to meet the needs of visitors to the resort, and uses consistent with preservation and maintenance of open space.
- e. The zoning ordinance shall include measures that assure that developed recreational facilities, visitor-oriented accommodations and key facilities intended to serve the entire development are physically provided or are guaranteed through surety bonding or substantially equivalent financial assurances prior to closure of sale of individual lots or units. In phased developments, developed recreational facilities and other key facilitated intended to serve a particular phase shall be constructed prior to sales in that phase or guaranteed through surety bonding.

Section 4.5 SUNRIVER POLICIES

~~No goals have been defined for the Sunriver Urban Unincorporated Community.~~

General Sunriver Policies

Policy ~~4.5.1~~ 11.8.1. Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor.

Policy ~~4.5.2~~ 11.8.2. County comprehensive plan policies and land use regulations shall ensure that new uses authorized within the Sunriver Urban Unincorporated Community do not adversely affect forest uses in the surrounding Forest Use Zones.

Policy ~~4.5.3~~ 11.8.3. To protect scenic views and riparian habitat within the community, appropriate setbacks shall be required for all structures built on properties with frontage along the Deschutes River.

Policy ~~4.5.4~~ 11.8.4. Open space and common area, unless otherwise zoned for development, shall remain undeveloped except for community amenities such as bike and pedestrian paths, and parks and picnic areas.

Policy ~~4.5.5~~ 11.8.5. Public access to the Deschutes River shall be preserved.

Policy ~~4.5.6~~ 11.8.6. The County supports the design review standards administered by the Sunriver Owners Association.

Sunriver Residential District Policies

Policy ~~4.5.7~~ 11.9.1. Areas designated residential on the comprehensive plan map shall be developed with single family or multiple family residential housing.

Sunriver Commercial District Policies

Policy ~~4.5.8~~ 11.10.1. Small-scale, low-impact commercial uses shall be developed in conformance with the requirements of OAR Chapter 660, Division 22. Larger, more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area and the travel needs of people passing through the area.

Policy ~~4.5.9~~ 11.10.2. No additional land shall be designated Commercial until the next periodic review.

Policy ~~4.5.10~~ 11.10.3. Multiple-family residences and residential units in commercial buildings shall be permitted in the commercial area for the purpose of providing housing which is adjacent to places of employment. Single- family residences shall not be permitted in commercial areas.

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Policy 4.5.11.11.10.4. Approval standards for conditional uses in the commercial district shall take into consideration the impact of the proposed use on the nearby residential and commercial uses and the capacity of the transportation system and public facilities and services to serve the proposed use.

Sunriver Town Center District Policies Policy

4.5.12 11.11.1. Small-scale, low-impact commercial uses shall be developed in conformance with the requirements of OAR Chapter 660, Division 22. Larger, more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area or the travel needs of people passing through the area.

Policy 4.5.13 11.11.2. Development standards in the town center district should encourage new development that is compatible with a town center style of development that serves as the commercial core of the Sunriver Urban Unincorporated Community. The following policies should guide development in the Town Center District in Sunriver:

- a. Combine a mixture of land uses that may include retail, offices, commercial services, residential housing and civic uses to create economic and social vitality and encourage pedestrian use through mixed use and stand alone residential buildings.
- b. Develop a commercial mixed-use area that is safe, comfortable and attractive to pedestrians.
- c. Encourage efficient land use by facilitating compact, high-density development that minimizes the amount of land that is needed for development.
- d. Provide both formal and informal community gathering places.
- e. Provide visitor accommodations and tourism amenities appropriate to Sunriver.

- f. Provide design flexibility to anticipate changes in the marketplace.
- g. Provide access and public places that encourage pedestrian and bicycle travel.
- h. Provide road and pedestrian connections to residential areas.
- i. Facilitate development (land use mix, density and design) that supports public transit where applicable.
- j. Develop a distinct character and quality design appropriate to Sunriver that will identify the Town Center as the centerpiece/focal point of the community.

Policy 4.5.14 11.11.3. Development within the Town Center (TC) District will be substantially more dense than development elsewhere in Sunriver. This increased density will require changes to existing topography and vegetation in the TC District to allow for screened, underground parking. The requirements of the County's site plan ordinance shall be interpreted to reflect this fact.



Unincorporated Communities and Destination Resorts

Sunriver Resort District Policies

Policy ~~4.5.15~~ 11.12.1. Areas designated resort on the comprehensive plan map shall be designated resort, resort marina, resort golf course, resort equestrian or resort nature center district on the zoning map to reflect a development pattern which is consistent with resort uses and activities.

Sunriver Business Park District Policies

Policy ~~4.5.16~~ 11.13.1. A variety of commercial uses which support the needs of the community and surrounding rural area, and not uses solely intended to attract resort visitors, should be encouraged.

Policy ~~4.5.17~~ 11.13.2. Allow small-scale, low-impact commercial uses in conformance with the requirements of OAR Chapter 660, Division 22. Larger more intense commercial uses shall be permitted if they are intended to serve the community, the surrounding rural area and the travel needs of people passing through the area.

Policy ~~4.5.18~~ 11.13.3. Small-scale, low-impact industrial uses should be allowed in conformance with the requirements of OAR Chapter 660, Division 22.

Sunriver Community District Policies

Policy ~~4.5.19~~ 11.14.1. Areas designated community on the comprehensive plan map shall be designated community general, community recreation, community limited or community neighborhood district on the zoning map to reflect a development pattern which is consistent community uses and activities.

Policy ~~4.5.20~~ 11.14.2. Lands designated community shall be developed with uses which support all facets of community needs, be they those of year-round residents or part-time residents and tourists.

Policy ~~4.5.21~~ 11.14.3. Development shall take into consideration the unique physical features of the community and be sensitive to the residential development within which the community areas are interspersed.

Sunriver Airport District Policies

Policy ~~4.5.22~~ 11.15.1. Future development shall not result in structures or uses which, due to extreme height or attraction of birds, would pose a hazard to the operation of aircraft.

Policy ~~4.5.23~~ 11.15.2. Future development should not allow uses which would result in large concentrations or gatherings of people in a single location.

Sunriver Utility District Policies

Policy ~~4.5.24~~ 11.15.3. Lands designated utility shall allow for development of administrative offices, substations, storage/repair yards, distribution lines and similar amenities for services such as water, sewer, telephone, cable television and wireless telecommunications.

Sunriver Forest District Policies

Policy ~~4.5.25~~ 11.16.1. Uses and development on property designated forest that are within the Sunriver Urban Unincorporated Community boundary shall be consistent with uses and development of other lands outside of the community boundary which are also designated forest on the Deschutes County comprehensive plan map.

Policy ~~4.5.26~~ 11.16.2. Forest district property shall be used primarily for effluent storage ponds, spray irrigation of effluent, biosolids application and ancillary facilities necessary to meet Oregon Department of Environmental Quality sewage disposal regulations.

Unincorporated Communities and Destination Resorts

Policy ~~4.5.27~~ ~~11.16.3~~. The development of resort, residential or non-forest commercial activities on Forest district lands shall be prohibited unless an exception to Goal 14 is taken.

Policy ~~4.5.34~~ ~~11.2.2~~. The bicycle/pedestrian path system in Sunriver shall continue to be maintained by the Sunriver Owners Association or as otherwise provided by a maintenance agreement.

Sunriver General Public Facility Policies

Policy ~~4.5.28~~ ~~11.17.1~~. Residential minimum lot sizes and densities shall be determined by the capacity of the water and sewer facilities to accommodate existing and future development and growth.

Policy ~~4.5.29~~ ~~11.17.2~~. New uses or expansion of existing uses within the Sunriver Urban Unincorporated Community which require land use approval shall be approved only upon confirmation from the Sunriver Utility Company that water and sewer service for such uses can be provided.

Policy ~~4.5.30~~ ~~11.17.3~~. Expansion of the Sunriver Water LLC/Environmental/LLC Water and Sewer District outside of the historic Sunriver boundaries shall adequately address the impacts to services provided to existing property owners.

Policy ~~4.5.35~~ ~~11.20.3~~. The County will encourage the future expansion of bicycle/pedestrian paths within the Sunriver Urban Unincorporated Community boundary in an effort to provide an alternative to vehicular travel.

Policy ~~4.5.36~~ ~~11.20.4~~. All public roads maintained by the County shall continue to be maintained by the County. Improvements to County maintained public roads shall occur as described the County Transportation System Plan.

Section 4.4 La Pine

Background

~~On November 7, 2006, residents of the La Pine Urban Unincorporated Community voted to incorporate. One 2.7-acre parcel was not included with the City of La Pine or its Urban Growth Boundary and remains within the La Pine Urban Unincorporated Boundary.~~

Comprehensive Plan Designations

~~1. Community Facility Limited District. This plan designation includes a 2.7-acre parcel described as Part of Lot 6 of the Newberry neighborhood subdivision and further identified on Deschutes County Assessor's Tax Map 22-10 as Tax Lot 116.~~

Goals and policies

~~No goals have been defined for the La Pine Urban Unincorporated Community.~~

~~Policy 4.4.1. Land use regulations shall conform to the requirements of OAR 660 Division 22 or any successor.~~

Sunriver Water Facility Policies

Policy ~~4.5.31~~ ~~11.18.1~~. Water service shall continue to be provided by the Sunriver Utilities Company.

Sunriver Sewer Facility Policies

Policy ~~4.5.32~~ ~~11.19.1~~. Sewer service shall continue to be provided by the Sunriver Utilities Company.

Sunriver Transportation System Maintenance Policies

Policy ~~4.5.33~~ ~~11.20.1~~. Privately-maintained roads within the Sunriver Urban Unincorporated Community boundary shall continue to be maintained by the Sunriver Owners Association.

Section 3.10 Area Specific Policies

Goals and Policies

~~Goal 1 Create area specific land use policies.~~

Unincorporated Communities and Destination Resorts

and/or regulations when requested by a community and only after an extensive public process.

frontage road extending north from Tumalo Road on the west side of Highway 97.

Policy 3.10.1 Maintain a list of communities interested in area-specific policies and as resources permit, initiate public processes to address local issues.

South Deschutes County

Policy 3.10.2 Develop a south-county community plan and adopt it as a subsection of this Plan.

Oregon Military Site

Policy 3.10.3 Support an overlay zone for property owned and/or utilized by the Oregon Military Department to protect the military site and neighboring properties from noise and land use conflicts.

Regional Coordination

Policy 3.10.4 Coordinate with Jefferson County and Crooked River Ranch residents as needed.

Deschutes Junction

Policy 3.10.5 Maximize protection of the rural character of neighborhood in the Deschutes Junction area while recognizing the intended development of properties designated for commercial, industrial and agricultural uses.

Policy 3.10.6 Review cumulative impacts of future development and future traffic improvements in the Deschutes Junction area in a manner consistent with Deschutes County traffic study requirements at 17.16.115, The Oregon Highway Plan, access management standards of the OAR Chapter 734, Division 51, and OAR 660, Division 12, the Transportation Planning Rule (TPR).

Policy 3.10.7 Support safe and efficient travel around Deschutes Junction, including a

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Public Facilities





Opportunities, Challenges, and Considerations

Public facilities and services provide the basic infrastructure for urban and rural development. These systems include water and sewer systems, police and fire protection, health and social services, schools, and libraries. The transportation system is also a public facility. The County has developed and maintains a Transportation System Plan that is included as Appendix B.

These public services are provided by a variety of entities, each with their own jurisdiction, funding sources, and regulatory requirements. Overall, the provision of facilities and services is more efficient and cost-effective in urban areas than in rural development, where ratepayers may be few and far between. In some areas of the County, particularly east County, available services are limited due to lower population density and distance from urban centers. Many of the people who choose to reside there consider the limited availability of services and facilities as an acceptable tradeoff for a rural lifestyle.

Commented [NM53]: Chapter 3, Section 3.6, Page 28

Commented [NM54]: Chapter 3, Section 3.6, Page 28

Statewide Planning Goal 11, Public Facilities and Services and the associated Oregon Administrative Rule 660-011 specify that facilities and services should be appropriate for, but limited to, the needs and requirements of rural areas to be served. Public facility plans are not required (with some exceptions); in fact, Goal 11 and the associated rule set limits to the provision of sewers and water systems in rural areas, in order to limit rural growth.

There are several important issues relating to the provision of public facilities and services that this Comprehensive Plan addresses, including:

- Meeting the needs of county residents while supporting the protection of resource lands;
- Maintaining health, safety, and security throughout the county; and
- Cooperation among the various providers of public services.

Commented [NM55]: Chapter 3, Section 3.6, Page 28

Context

Deschutes County plays a role in ensuring that public facilities and services are planned for, however the facilities and services are often not provided by county government directly. The discussion below highlights who provides the services listed and how the County will manage development impacts on existing facilities and services.

County Facilities and Services

LAW ENFORCEMENT

The Deschutes County Sheriff's Office is a full service organization providing patrol, traffic team, criminal investigations, corrections, civil and search and rescue. Special operations include a Marine Patrol, K-9 units, and Forest Patrol. The Sheriff is an elected public official who serves a four-year term. Housed within the Sheriff's office is the County's Emergency Management Unit, which coordinates the countywide response to natural hazards events.

Public Facilities

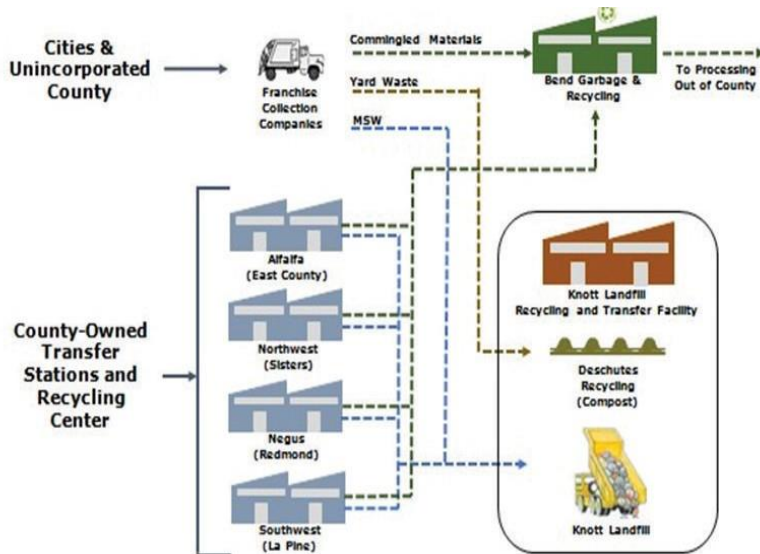
SOLID WASTE

The County manages Knott Landfill Recycling and Transfer Station, which is the only landfill in Deschutes County. In addition to this, the department manages four additional transfer stations throughout the County which gather waste in convenient locations, before transferring to the Knott Landfill facility. Operations at the landfill include recycling, hazardous waste disposal, and composting. This landfill site is anticipated to remain open until 2029 at which time it is projected to reach maximum capacity.

The Deschutes County Solid Waste Department is currently undertaking a new landfill development process, which is anticipated to be completed in 2029. In the future, the County will likely need to site addition facilities to support composting, recycling, and waste stream diversion facilities.

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Deschutes County Solid Waste System, Source: Solid Waste Management Plan, 2019



Public Facilities

COUNTY HEALTH DEPARTMENT

Deschutes County Health Services has a primary responsibility to help address the basic health and wellness of Deschutes County residents. The department offers services at more than 40 locations in Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; five school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services; area hospitals; care facilities and homes.

FAIRGROUNDS

The County maintains the County Fairgrounds and Expo Center. With panoramic views of the snow-capped Cascade range, the Deschutes County Fair and Expo Center is situated on the outskirts of Redmond just off of Hwy 97 and adjacent to the Redmond Municipal Airport. Due to its central location, the fairgrounds also serves as an emergency center. The fairgrounds hosts the annual County Fair and numerous other events throughout the year.

Other Agency Facilities and Services

Where other agencies provide facilities and services, the County coordinates with numerous other providers of facilities and services for the benefit of County residents. Where there are gaps in the coverage for specific areas, the County can work with providers to fill them. A selection of other agencies and entities are noted below.

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL (COIC)

COIC began serving the residents and communities of Central Oregon in 1972 as a Council of Governments organized under ORS 190 by Crook, Deschutes and Jefferson Counties and Bend, Culver, Madras, Metolius, Prineville, Redmond and Sisters. Following incorporation in 2007, the City of La Pine joined these efforts. COIC provides a wide variety of educational and economic development services such as workforce training, alternative high

school education, business loans and public transportation. COIC continues to evolve to meet the needs of Central Oregon.

COIC is governed by a 15-member board made up of elected officials who are appointed by each of the member governments as well as appointed representatives of key economic sectors – business and industry, tourism and recreation, agribusiness and agriculture, timber and wood products, and the unemployed/underemployed.

SCHOOLDISTRICTS

There are three school districts in Deschutes County:

- Bend-La Pine (SD 1),
- Redmond (SD 2) and
- Sisters (SD 6).

Additionally, the Brothers Community School is owned and operated by Crook County School District (SD 15). The High Desert Education Service District (ESD) partners with the districts to provide support services such as special education, school improvement, administrative and legal services.

FIRE DISTRICTS

The following fire districts support rural residents: Bend Fire Department, Black Butte Ranch Rural Fire Protection District, Cloverdale Rural Fire Protection District, Crooked River Ranch Rural Fire Protection District, Deschutes County Rural Fire Protection District #1 and #2, La Pine Rural Fire Protection District, Sisters-Camp Sherman Rural Fire Protection District, and Sunriver Service District. Public lands are protected by federal agencies. There are some areas in Deschutes County that are not covered by a fire district. (See Chapter 7 for more on fire protection.)

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Public Facilities

IRRIGATION DISTRICTS

Irrigation districts in Oregon are organized as Special Districts under ORS Chapter 545. Six irrigation districts operate in Deschutes County: Arnold, Central Oregon, North Unit, Swalley, Tumalo, the Three Sisters Irrigation Districts. They are quasi-municipal corporations under Oregon Law, with prescribed rules for purpose, boards, elections, staffing, charges, etc. The districts operate as political subdivisions of the State of Oregon created for the purpose of delivering water to their patrons. In addition to irrigation uses, these districts also supply a number of other services, including delivery of water to municipal and industrial entities, and pond maintenance.

PUBLIC WATER SYSTEMS

Public Water Systems are defined as those that have more than three connections, supply water at least 60 days/year and are used by at least 10 persons/day. All water systems are regulated under the federal 1974 Safe Drinking Water Act and 1981 Oregon Drinking Water Quality Act. Public Water Systems serving over 3,300 people are overseen by the Oregon Department of Human Services Drinking Water Program. The County acts as a contractor for the Department of Human Services to monitor approximately 180 Public Water Systems. Some privately owned systems are, for various reasons, regulated by the Public Utility Commission, which sets rates and rules for public utilities.

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LIBRARIES

Deschutes Public Library has branches in Bend, Redmond, Sisters, La Pine and Sunriver. They also operate a bookmobile program that focuses on children and parenting books and a program for supplying books to homebound residents.

Privately Owned Facilities and Services

UTILITIES

Electric

Electricity is provided by Pacific Power around Bend and Redmond. Central Electric Cooperative and Midstate Electric provide service in the rest of the County. Phone service is provided by Qwest and numerous cell phone providers. Cable is provided by TDS and satellite providers. Internet access is provided by a variety of entities.

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HIGHER EDUCATION

Deschutes County is home to Oregon State University Cascades Campus (Bend) and Central Oregon Community College (Bend and Redmond). These campuses are expected to grow significantly in the future.

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SOIL AND WATER CONSERVATION DISTRICT

Soil and Water Conservation Districts are authorized by the State of Oregon to provide for the conservation of its soil and water resources. Working in cooperation with stakeholders, the districts address issues such as control and prevention of soil erosion, conservation and development of water resources, water quality, and wildlife preservation. The Deschutes Soil and Water Conservation District is a legally defined subdivision of the state government, but, like all soil and conservation districts, functions as a local entity led by a locally elected board of directors who serve without pay.

Hospitals

Cascade Healthcare Community manages two hospitals: St. Charles Bend and St. Charles Redmond. Additionally, there are numerous health providers and clinics in the County.

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Sewer Districts

Creating or expanding existing sewer systems outside an urban growth boundary or unincorporated community is governed by Statewide Goal 11 and OAR 660-011-0060. In order to protect rural areas from urban-style development, the rules regulate where and when rural sewers are appropriate. Some sewer districts, such as Oregon Water Wonderland Unit

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2, have used the Statewide Goal 2 exception process to create or expand a sewer system.

INDIVIDUAL FACILITIES AND SERVICES

Private wells

Most rural properties are served by private wells that are approved and managed by the Oregon Water Resources Department. The County currently does not track the number of wells.

Individual septic systems

Most rural properties are served by septic systems that are approved by the Onsite Wastewater Division.

Public Facilities

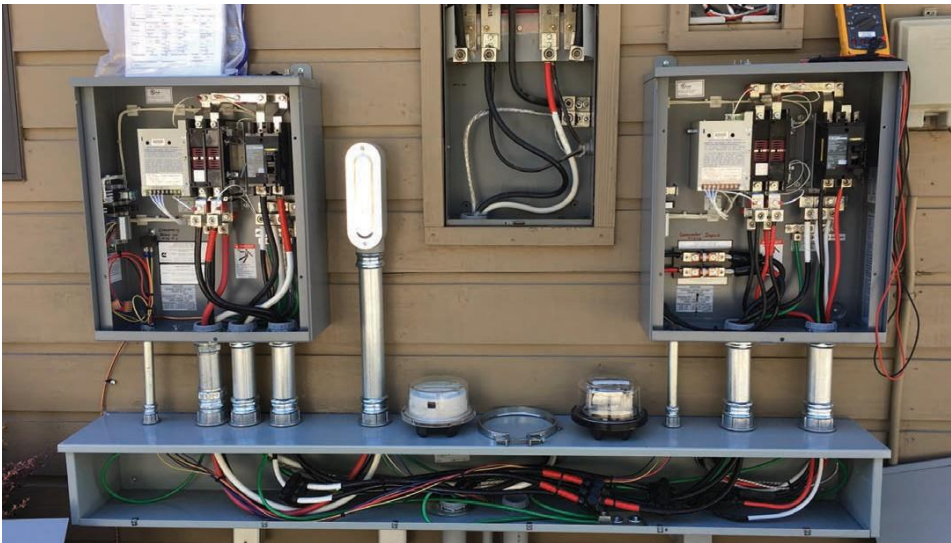
Key Community Considerations

The role that Deschutes County plays in the provision of public facilities and services was part of the community discussion during the update of this Comprehensive Plan. Highlights included:

- City governments currently own property outside of urban growth boundaries and within County jurisdiction. In some instances, these lands are used for water and wastewater treatment facilities. As the County continues to grow, additional facilities are likely to be needed, and coordination among jurisdictions regarding placement of these facilities will be key.
- Significant population growth will lead to an increase in solid waste, requiring at minimum the siting of a new landfill. Community members expressed a desire for consideration of livability among other factors when considering the placement of key public facilities.

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Goals and Policies

Goal 4 12.1: Support the orderly, efficient, and cost-effective siting of rural public facilities and services.

~~Policy 3.6.4 12.1.1. Encourage and support the formation of special service districts to serve rural the needs for public facilities in rural areas rather than have the County serve those needs.~~

~~Policy 3.6.2 12.1.2. Encourage and support early planning for and acquisition of sites needed for public facilities, such as roads, transportation, water, and wastewater facilities.~~

~~Policy 3.6.3 12.1.3. Support the siting of community health clinics, hospitals, and private medical practices to serve rural residents throughout the County.~~

~~Policy 3.6.4 Where possible, maintain County offices in locations convenient to all areas of the county.~~

~~Policy 3.6.5 12.1.4. Continue to Ssupport the County Fairgrounds as a community gathering place, event facility and home to the annual County Fair.~~

~~Policy 3.6.6 12.1.5. Maintain the County Fairgrounds as an emergency readiness location and staging area in the event of a Cascadia Subduction Zone earthquake or other large disaster.~~

~~Policy 3.6.7 12.1.6. Before Prior to disposing of County-owned property review, consider whether the land is appropriate for needed public projects such as schools, health clinics, fire stations, or senior centers, or affordable housing.~~

~~Policy 3.6.8 12.1.7. Coordinate with rural service districts and providers to ensure new development is reviewed review development proposals with consideration of service districts and providers needs and capabilities.~~

~~Policy 3.6.9 12.1.8. Use the land use entitlement process to ensure Anew~~

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Public Facilities

development shall addresses and mitigates impacts on existing and planned public facilities through the land use entitlement process.

~~Policy 3.6.10 12.1.9. Support education districts, library districts, and recreation districts in meeting community needs, such as meeting spaces.~~

~~Policy 3.6.11 12.1.10. Where possible practicable, locate utility lines and facilities within or adjacent to existing rights-of-way to avoid dividing farm or forest lands.~~

~~Policy 3.6.12 12.1.11 Use the development code Review public facilities and services to mitigate minimize visual and other impacts of the public facilities and cell towers on the larger community.~~

~~a. Review and revise as needed County Code to require screening of public facilities including power generation facilities and sewage treatment plants, and to address impacts from cell towers.~~

~~Policy 3.6.14 12.1.12. Use the Comprehensive Plan and Development Code to Guide the location and design of rural development so as to minimize the in a manner that supports the orderly and cost-efficient provision of public costs of facilities and services.~~

~~Policy 12.1.13. Support siting and development of city owned water and wastewater facilities on rural lands, including innovative facilities that include additional community amenities.~~

Goal 12.2: Pursue sustainable, innovative, and cost-effective waste management practices.

Policy 12.2.1. Allow for siting of waste management facilities on rural lands, including but not limited to landfill facilities, transfer stations, organics management facilities, material recovery facilities, and recycling modernization facilities, in a manner that is sensitive to environmental and community concerns.

Policy 12.2.2. Provide incentives, education, and resources to promote reuse and recycling of construction waste.

Public Facilities

Policy 12.2.3. Encourage waste reduction through community education and partnerships with community groups such as the Environmental Center.

Policy 3.6.13-12.2.4. Support the creation of a landfill overlay zone.

Goal 12.3: Serve as a conduit for countywide resources.

Policy 12.3.1. Provide resources to connect community members with a variety of housing and health related issues in Deschutes County

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Transportation





The Deschutes County transportation system includes roadways, bicycle facilities, pedestrian facilities, and transit facilities, as well as rail, air, marine, and pipeline systems. In general, the County only owns, manages, and maintains facilities in the unincorporated portions of the County. Facilities within the Urban Growth Boundaries of the incorporated cities of Bend, Redmond, Sisters, and La Pine are managed and maintained by those cities. In addition, the Oregon Department of Transportation (ODOT) owns and maintains a number of state highways throughout the County.

Information about existing conditions, planned investments, and policies related to transportation are contained in the Deschutes County Transportation System Plan (TSP), which is adopted as Appendix B of this Comprehensive Plan.

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Energy





Energy

Opportunities, Challenges, and Considerations

The amount, source, and distribution of energy used in Deschutes County is a fundamental component of how we live our lives, and it is influenced by land use and other decisions made at the County level. The State of Oregon requires land uses to be managed with an eye to their energy impacts.

Statewide Planning Goal 13

Land and uses developed on the land shall be managed and controlled so as to maximize the conservation of all forms of energy, based upon sound economic principles.

In Deschutes County, the key energy issues include:

- Community design in more urban areas to limit the need for large vehicles (generally powered with fossil fuel) for everyday tasks.
- Generating, transporting, and storing energy locally from a variety of sources, and managing the impacts of these facilities.
- Conservation of energy through building design and orientation, the use of energy-efficient technologies, and incentives/regulations/education to encourage others to do so.

Deschutes County coordinates with utility providers that serve the area, including:

- Central Electric Cooperative
- Midstate Electric Cooperative
- Pacific Power (PacifiCorps)
- Cascades Natural Gas



Energy

Context

The role of Deschutes County in planning for energy is addressed in more detail below.

SOLAR ORIENTATION

The solar orientation of structures can create significant energy savings and allows for photovoltaic energy generation. The County has long promoted energy conservation through a passive solar code that requires new structures to be sited so that they do not block the sun from falling on adjacent properties.

SITING LARGE-SCALE ENERGY FACILITIES

In general, cities and counties have siting authority over energy projects below a certain size or generating capacity. This includes individual projects powering or supplementing homes and businesses or small commercial projects which produce energy for sale. Larger facilities are regulated by the Oregon Energy Facility Siting Council. The thresholds for Siting Council jurisdiction are determined by the Legislature and are defined in Oregon Revised Statutes (ORS) 469.300. The Siting Council does not regulate hydroelectric development. Instead, the Oregon Water Resources Commission has the authority to issue licenses for hydroelectric development.

Deschutes County currently has five developed large-scale energy facilities, primarily located on the eastern side of the County, approved between 2015-2017. In 2018, the Department of Land Conservation and Development altered statewide rules related to these types of large-scale energy facilities on high value farmland, limiting development opportunities in parts of the County. Community members have expressed concern regarding impacts of these facilities on wildlife habitat and aesthetics.

In addition to solar, several irrigation districts have developed in conduit hydroelectric facilities in which existing canals are upgraded with equipment for power generation. Three of these facilities currently exist, two of which are owned

and operated by Central Oregon Irrigation District, and the third owned and operated by Three Sisters Irrigation District.

SMALL-SCALE RESIDENTIAL, BUSINESS, AND COMMERCIAL ENERGY GENERATION

The State oversees construction and approval of large commercial energy facilities, as noted above. However, there is a role for local governments to oversee smaller commercial projects. Commercial energy generation is considerably more complex than permitting small projects for homes and businesses. From a land use perspective, the scale, extended time frame, investment required and required off-site components all complicate the approval process. For example, to move the electricity generated at an alternative energy facility to market there is often a need for approval of roads, transmission lines or substations. The accessory facilities may or may not be in place at the same site as the main facility, but are an integral part of the project and are currently reviewed separately, based on State regulations.

Wind Energy Generation

Wind energy is most abundant in the eastern portion of Deschutes County. Potential impacts of this type of facility include temporary construction impacts, habitat loss and animal fatalities due to collision with turbines, visual impacts from towers and accessory structures, and noise. Deschutes County regulates small scale wind energy development generating less than 100 kilowatts of power. This allowance was added to the Deschutes County Code in 2010, although since that time no applications have been received to establish this type of facility.

Solar Energy Generation

Deschutes County is generally favorable to solar generation. Potential impacts of this type of facility include temporary construction impacts, habitat loss, animal fatalities due to reflected sunlight (for some solar facilities), and visual impacts. As noted previously, the Department

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Energy

of Land Conservation and Development amended its rules in 2018 to limit solar development on high value farmland. Typically, solar developments require large acreage and relatively flat terrain for their operations. This requirement is a limiting factor in Deschutes County, as many of the properties that would meet large acreage and terrain requirements are actively used for farming purposes. The Bureau of Land Management is exploring an amendment to its rules to allow for greater opportunity for solar development in the western United States. The County anticipates limited solar development on private land going forward and an increase of leased BLM land for this type of development.

Commercial Biomass

Commercial biomass uses organic material such as wood, agricultural waste or crop residues to power boilers to generate heat. According to the Oregon Forest Resources Institute an estimated 4.25 million acres (about 15% of Oregon's forestland) have the potential to provide useful woody biomass through thinning to reduce the risk of uncharacteristic forest fires.

Potential impacts include temporary construction impacts, transportation impacts (as materials need to be transported to a central location), visual impacts, and air quality and climate impacts due to combustion of biofuels.

The County's first biomass facility is under construction through a partnership with the Deschutes National Forest and Mt. Bachelor Ski Resort. The project is located on federal land and outside of the purview of Deschutes County regulations.

Geothermal Energy Generation

Geothermal energy is a form of renewable energy derived from heat in the earth. This heat is transferred to water through various means and the steam produced is used to produce electricity. Geothermal energy is dependent on the location of geothermal resources; Central Oregon may contain some of the best prospects for geothermal exploration in the continental United States.

Potential impacts include construction and visual impacts of geothermal facilities.

Deschutes County regulates geothermal energy in accordance with state law, although no geothermal development projects have been proposed to date.

Hydroelectric Energy Generation

Currently, Deschutes County has three approved "in conduit" hydroelectric facilities that are owned and operated by irrigation districts within existing irrigation district canals. Approval of these facilities have previously been contentious, with community members expressing concern about wildlife and impacts to other basin users. Irrigation districts have noted challenges in utilizing the existing county code for these projects, which were drafted to address "in channel" hydroelectric facilities. To promote renewable energy development using man-made waterways, irrigation districts have expressed interest in helping the County update the Deschutes County Code to more appropriately address "in conduit" hydroelectric facilities separate and apart from "in-channel" hydroelectric facilities".

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Key Community Considerations

Community discussions related to energy have revolved around the following topics:

- Interest in planning for and adapting to climate change, including using more renewable energy sources.
- Concern about the design and location of energy facilities and their impacts on environmental resources and scenic views.
- Preparation for more use of electric vehicles in the future, which often require specialized charging infrastructure.

Goals and Policies

Goal 4 14.1: Promote energy conservation and alternative energy production

Policy ~~2.8.4~~ 14.1.1. ~~Continue to~~ incorporate energy conservation into the building and management of all County operations and capital projects using regular energy audits to refine the results.

Policy ~~2.8.2~~ 14.1.2. Reduce energy demand by supporting energy efficiency in all sectors of the economy.

Policy ~~2.8.3~~ 14.1.3. Encourage energy suppliers to explore innovative alternative energy conservation technologies and provide energy audits and incentives to patrons.

Policy ~~2.8.4~~ Support stakeholders that ~~promote energy conservation.~~

Policy 2.8.5 14.1.4. ~~Review County Code and revise as needed to ensure effective energy conservation regulations, such as revising County Code on solar energy to create~~ Provide flexibility and permit ~~exceptions exemptions~~ for small properties and ~~anomalous sites with specific anomalies in the development code to promote energy conservation.~~

Goal 2 14.2 Promote affordable, efficient, reliable, and environmentally sound commercial energy systems for individual homes and

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Energy

business consumers.

Policy ~~2.8.6~~ 14.2.1. ~~Review County Code and revise as needed to~~ Promote development of solar, hydropower, wind, geothermal, biomass and other alternative energy systems ~~for homes and businesses and while~~ mitigate impacts on neighboring properties and the natural environment.

Policy ~~2.8.7~~ 14.2.2. ~~Support~~ Provide incentives for homes and businesses to install small-scale on-site alternative energy systems consistent with adopted County financing programs.

Goal 3 ~~Promote affordable, efficient, reliable and environmentally sound commercial energy facilities.~~

Policy 14.2.3. Support development of electric vehicle charging stations and facilities to help promote use of electric vehicles.

Policy ~~2.8.8~~ 14.2.4. ~~Review Use the County development code and revise as needed to develop an efficient permitting process and effective siting standards for~~ to promote commercial renewable energy projects while that addressing all project components as well as and mitigating impacts on the community and natural environment environmental and social impacts.

Policy ~~2.8.9~~ Support commercial renewable energy projects, including the following:

a. Policy 14.2.5. Review the concept of Use Oregon's Rural Renewable Energy Development Zones to support the creation of renewable energy projects.

b. Policy 14.2.6. Support studies that identify, protect, and support and inventory the development of potential significant commercial renewable energy sites and resources sites

c. ~~Examine alternatives to protect identified significant commercial energy resource sites;~~

d. ~~Support the use and marketing of methane-~~

Energy

~~gas from County Landfills.~~

~~2.8.10 Encourage commercial renewable energy providers to supply local power.~~

~~2.8.11 Goal 5 energy inventories, ESEEs, and programs are retained and not repealed.~~

Policy 14.2.7. Include evaluation of adverse impacts to natural resources as part of renewable energy siting processes.



Appendix A - Terrebonne Community Plan

Appendix B - Tumalo Community Plan

Appendix C - Transportation System Plan

Appendix D - Newberry Country Plan

Appendix E - Goal 5 Supplemental Sections

Appendix E - Goal 5 Supplemental Sections

Appendix E - Goal 5 Supplemental Sections

2011 Comprehensive Plan	2040 Comprehensive Plan	Changes
	Farm and Forest Resources Policies	
Policy 2.2.3 Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.	Policy 3.3.6. Explore the evaluation and potential redesignation of lands with a farm designation and poor soils and low productivity for protected open space, development of needed housing, or other uses that support community goals as follows. a. Allow comprehensive plan and zoning map amendments, including for those that qualify as non-resource land, for individual EFU parcels as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan.	Exact language retained, placed as a subpolicy
	Rural Commercial Policies	
	Goal 9 .2: Support creation and continuation of rural commercial areas that support rural communities while not adversely affecting nearby agricultural and forest uses.	New goal - No Goal in 2011 Version
Policy 3.4.9 Rural Commercial designated lands located outside of urban growth boundaries shall allow uses less intense than those allowed in unincorporated communities as defined by OAR 660-22 or its successor. Rural Commercial zoning shall be applied to any new properties that are approved for Rural Commercial designated as allowed by State Statute, OAR, and this Comprehensive Plan.	Policy 9.2.1 Allow for new Rural Commercial zoning designations if otherwise allowed by ORS, OAR, and this Comprehensive Plan.	Simplified language
3.4.11 In Spring River there shall be a Limited Use Combining Zone.	9.2.2 In Spring River there shall be a Limited Use Combining Zone.	Exact language retained

3.4.12 County Comprehensive Plan policies and land use regulations shall ensure that new uses authorized on Rural Commercial designated lands do not adversely affect agricultural and forest uses in the surrounding areas.	9.2.3 Ensure new uses permitted on Rural Commercial lands do not adversely affect nearby agricultural and forest uses.	Clarified language
3.4.13 Zoning in the area shall ensure that the uses allowed are rural as required by Goal 14, Urbanization, and less intensive than those allowed for unincorporated communities as defined in OAR 660-22. New commercial uses shall be limited to those that are intended to serve the surrounding rural area or the travel needs of people passing through the area.	9.2.4 Ensure new commercial uses on Rural Commercial lands are limited to those intended to serve the surrounding rural area and/or the needs of the traveling public.	Clarified language
3.4.14 New commercial uses shall be limited in size to 2,500 square feet or if for an agricultural or forest-related use, 3,500 square feet.	9.2.5 New commercial uses shall be limited in size to 2,500 square feet or if for an agricultural or forest-related use, 3,500 square feet.	Exact language retained
3.4.15 A lawful use existing on or before November 5, 2002 that is not otherwise allowed in a Rural Commercial zone, may continue to exist subject to the county's nonconforming use regulations.	9.2.6. A lawful use existing on or before November 5, 2022 that is not otherwise allowed in a Rural Commercial zone, may continue to exist subject to the County's nonconforming use regulations	Exact language retained
3.4.16 An existing lawful use may expand up to 25 percent of the total floor area existing on November 5, 2002.	9.2.7 An existing lawful use may expand up to 25 percent of the total floor area existing on November 5, 2002.	Exact language retained
3.14.17 The Rural Commercial zoning regulations shall allow a mixed use of residential or rural commercial uses.	9.2.8. The Rural Commercial zoning regulations shall allow a mixed use of residential or rural commercial uses.	Exact language retained
3.4.18 Residential and commercial uses shall be served by DEQ approved on-site sewage disposal systems.	9.2.9. Residential and commercial uses shall be served by DEQ approved on-site sewage disposal systems.	Exact language retained

3.4.19 Residential and commercial uses shall be served by on-site wells or public water systems.	9.2.10 Residential and commercial uses shall be served by on-site wells or public water systems.	Exact language retained
3.4.20 Community sewer systems, motels, hotels and industrial uses shall not be allowed.	9.2.11 Motels, hotels and industrial uses shall not be allowed. Community sewer systems shall not be allowed without exceptions to relevant statewide land use goals.	Clarified language
3.2.21 Recreational vehicle or trailer parks and other uses catering to travelers shall be permitted.	9.2.12 Recreational vehicle or trailer parkers and other uses catering to travelers shall be permitted	Exact language retained
	Rural Industrial Policies	
	Goal 9.3: Support the creation and continuation of rural industrial areas that support rural communities while not adversely affecting nearby agricultural and forest uses.	New goal - No Goal in 2011 Version
Policy 3.4.22 Update the policies for lands designated Rural Industrial as needed.	Policy 9.3.1 Update the policies for lands designated Rural Industrial as needed to limit and control industrial uses through the use of the Rural Industrial designation and development standards.	Clarified language
3.4.23 To assure that urban uses are not permitted on rural industrial lands, land use regulations in the Rural Industrial zones shall ensure that the uses allowed are less intensive than those allowed for unincorporated communities in OAR 660-22 or any successor.	9.3.2 To assure that urban uses are not permitted on rural industrial lands, land use regulations in the Rural Industrial zones shall ensure that the uses allowed are less intensive than those allowed for unincorporated communities in OAR 660-22 or any successor.	Exact language retained
3.4.24 Limited Use Combining zones shall be applied to the Redmond Military (Tax lot 1513000000116), Deschutes Junction (Tax lot 161226C000301, Tax lot 161226C000300, Tax lot 161226C000111 and Tax lot 161226A000203) to ensure permitted uses are compatible with surrounding farm and forest lands.	9.3.3 Limited Use Combining zones shall be applied to the Redmond Military (Tax lot 1512000000116), Deschutes Junction (Tax lot 161226C000301, Tax lot 161226C000300, Tax lot 161226C000111 and Tax lot 161226A000203) to ensure permitted uses are compatible with surrounding farm and forest lands.	Exact language retained

3.4.25 To ensure that the uses in Rural Industrial zone on tax lot 16-12-26C-301, as described in Exhibit “C” and depicted on Exhibit “D” attached to Ordinance 2009-007 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on that site shall be subject to a Limited Use Combining Zone which will limit the uses to storage, crushing, processing, sale and distribution of minerals.	9.3.4 To ensure that the uses in Rural Industrial zone on tax lot 16-12-26C-301, as described in Exhibit "C" and depicted on Exhibit "D" attached to Ordinance 2009-007 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on that site shall be subject to a Limited Use Combining Zone which will limit the uses to storage, crushing, processing, sale and distribution of minerals.	Exact language retained
	9.3.5 duplicate - clerical error	No issue
3.4.26 To ensure that the uses in the Rural Industrial Zone on Tax Lot 300 on Assessor’s Map 16-12-26C-300 and Tax Lot 203 on Assessor’s Map 16-12-26A-300 and portions of Tax Lot 111 on Assessor’s Map 16-12-26C-111 as described in Exhibit ‘D’ and depicted in Exhibit ‘E’ attached to Ordinance 2010-030 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on the subject parcel shall be subject to a Limited Use Combining Zone, which will limit the uses to storage, crushing, processing, sale and distribution of minerals, subject to conditional use and site plan approval.	9.3.6 To ensure that the uses in the Rural Industrial Zone on Tax Lot 300 on Assessor's Map 16-12-26C-300 and Tax Lot 203 on Assessor's Map 16-12-26A-300 and portions of Tax Lot 111 on Assessor's Map 16-12-26C-111 as described in Exhibit 'D' and depicted in Exhibit 'E' attached to Ordinance 2010-030 and incorporated by reference herein, are limited in nature and scope, the Rural Industrial zoning on the subject parcel shall be subject to a Limited Use Combining Zone, which will limit the uses to storage, crushing, processing, sale and distribution of minerals, subject to conditional use and site plan approval.	Exact language retained
3.4.27 Land use regulations shall ensure that new uses authorized within the Rural Industrial sites do not adversely affect agricultural and forest uses in the surrounding area.	9.3.7 Ensure new uses on Rural Industrial lands do not adversely affect nearby agricultural and forest uses.	Clarified language
3.4.29 A lawfully established use that existed on or before February 2, 2003 not otherwise allowed in a Rural Industrial zone may continue to exist subject to the county’s non-conforming use regulations.	9.3.8 A lawfully established use that existed on or before February 2, 2003 not otherwise allowed in a Rural Industrial zone may continue to exist subject to the county's non-conforming use regulations.	Exact language retained

3.4.30 A lawfully established use that existed on or before February 2, 2003 may be expanded to occupy a maximum of 10,000 square feet of floor area or an additional 25 percent of the floor area currently occupied by the existing use, whichever is greater.	9.3.9 A lawfully established use that existed on or before February 2, 2003 may be expanded to occupy a maximum of 10,000 square feet of floor area or an additional 25 percent of the floor area currently occupied by the existing use, whichever is greater.	Exact language retained
3.4.31 Residential and industrial uses shall be served by DEQ approved on-site sewage disposal systems.	9.3.10. Ensure new uses on Rural Industrial lands are served by on-site sewage disposal systems approved by the Department of Environmental Quality (DEQ).	Clarified language
3.4.32 Residential and industrial uses shall be served by on-site wells or public water systems.	Policy 9.3.11 Residential and industrial uses shall be served by on-site wells or public water systems.	Exact language retained
3.4.33 Community sewer systems shall not be allowed in Rural Industrial zones.	Policy 9.3.12 Community sewer systems shall not be allowed in Rural Industrial zones without exceptions to relevant statewide land use goals.	Clarified language
3.4.34 A 2009 exception (Ordinance 2009-007) included an irrevocably committed exception to Goal 3 and a reasons exception to Goal 14 to allow rural industrial use with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.	Policy 9.3.13 A 2009 exception (Ordinance 2009-007) included an irrevocably committee exception to Goal 3 and a reasons exception to Goal 14 to allow rural industrial use with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.	Exact language retained
3.4.35 A 2010 exception (Ordinance 2010-030) took a reasons exception to Goal 14 with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.	Policy 9.3.14 A 2010 exception (Ordinance 2010-030) took a reasons exception to Goal 14 with a Limited Use Combining Zone for storage, crushing, processing, sale and distribution of minerals.	Exact language retained
3.4.36 Properties for which a property owner has demonstrated that Goals 3 and 4 do not apply may be considered for Rural Industrial designation as allowed by State Statute, Oregon Administrative rules and this Comprehensive Plan. Rural Industrial zoning shall be applied to a new property that is approved for the Rural Industrial Plan designation.	Policy 9.3.15 Properties for which a property owner has demonstrated that Goals 3 and 4 do not apply may be considered for Rural Industrial designation as allowed by State Statute, Oregon Administrative Rules and this Comprehensive Plan. Rural Industrial zoning shall be applied to a new property that is approved for the Rural Industrial Plan designation.	Exact language retained



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 23, 2025

SUBJECT: Annual Update: Economic Development of Central Oregon (EDCO)

RECOMMENDED MOTION:

N/A, information only.

BACKGROUND AND POLICY IMPLICATIONS:

For Fiscal Year 2025, Deschutes County Board of Commissioners allocated \$324,517 in Video Lottery funds to EDCO to support operations, local program capacity and their Venture Catalyst Program. At the April 23rd meeting, EDCO staff will provide the Board with current status and updates on those programs, as well as provide information looking toward FY26 programs.

BUDGET IMPACTS:

At their meeting on April 2 2025, the Deschutes County Board of Commissioners allocated \$309,951 in Video Lottery funds to EDCO for FY26.

ATTENDANCE:

Jon Stark, CEO, Economic Development of Central Oregon
Laura Skundrick, Management Analyst