



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

1:00 PM, MONDAY, APRIL 21, 2025

Allen Room - 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

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.

AGENDA ITEMS

- [1.](#) **1:00 PM** Facilities Department Capital Improvement Program Update
- [2.](#) **1:30 PM** Treasury Report for March 2025
- [3.](#) **1:45 PM** Finance Report for March 2025
- [4.](#) **2:05 PM** Preparation for Public Hearing: Temporary Hardship Dwelling Text Amendment
- [5.](#) **2:20 PM** Deschutes County Property / East of Redmond / Code Enforcement Violation
- [6.](#) **2:50 PM** Community Development Department Draft FY 2025-26 Work Plan
- [7.](#) **3:30 PM** Amendment to an existing ground lease with City of Redmond
- [8.](#) **3:40 PM** Ground Lease with Mountain View Community Development for use of 9.48 acres in East Redmond

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 SESSIONS

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.

9. Executive Sessions under ORS 192.660 (2) (h) Litigation and ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 21, 2025

SUBJECT: Facilities Department Capital Improvement Program Update

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

The Facilities Department will provide an update to the Board on its Capital Improvement Program. This update will include an overview of the services provided by the Program to County departments in support of the delivery of services to the public. Additionally, we will discuss completed projects, current projects, and future planning.

As part of this update, staff will also provide CM/GC project evaluations for the Parole & Probation Expansion and North County Remodels projects as well as the most recent Courthouse Expansion budget update.

BUDGET IMPACTS:

None

ATTENDANCE:

Lee Randall, Facilities Director

Eric Nielsen, Facilities Capital Improvement Manager

Facilities Department

Capital Improvement Program

Construction Management Services



Capital Improvement Program

- Services Provided
- Planning
- Completed Projects
- Current Projects
- Future Planning

To provide strategic and efficient construction project management services that directly support the delivery of Deschutes County services to the public.

By ensuring that public facilities are planned, built, and maintained to meet the highest standards of quality, safety, and functionality, we aim to create spaces that enable County departments to serve the community effectively, now and into the future.



Services Provided

Project Development

- Assist departments in space needs assessment and planning
- Architect/Design Firm Selection
- Site Analysis
- Land Use Process
- Conceptual estimates and budget preparation

Project Execution

- Manage design development and construction document process
- RFP/Bid solicitation process for construction
- Pay applications and certified payroll
- Manage all aspects of construction
 - Departmental coordination, scheduling and change management
 - Budget updates, purchasing, quality control, and security

Project Closeout

- Quality Control
- As built drawings
- Punch list management and completion approval
- Furniture installation completion approval
- Security component installation and functionality
- Warranty management



Planning



Public Safety Campus Plan, 2024

Updated the plan to anticipate future growth and establish a clear vision for the services provided on the campus.

Downtown Campus Plan, 2025

Initiating a strategic plan for the County's downtown campus to identify needs and establish a clear vision for the future.



Completed Projects

Parole & Probation



Expansion of Existing Building

The two-story, 8,315 sf addition provides additional lobby and intake spaces, offices, and meeting spaces.

Project also included a wellness room and secure parking for DCSO.

Completed in April 2023



North County Remodels



244 Kingwood

New facility for Behavioral Health with Mosaic Community Health as a tenant
Completed in November 2023

236 Kingwood

New facility for various Health Services programs, 9-1-1 Service District and other departments
Completed in December 2023.



Minor Projects



CDD Exterior Wall Repairs

Structural repairs and window replacement

Wyatt Building Remodel

Interior remodel for Health Services

Juvenile Remodel

Remodel of day room to a meeting space



Current Projects

Downtown Campus Parking



Accessibility Improvements

Construction of new parking areas and pedestrian pathways to improve access to services

Parking Management

New signage to simplify parking zones for public and staff

Planned Completion: November 2025



Adult Foster Care



Remodel of Existing Home

Management of design and remodel for adult foster care facility

Planned Completion: Summer 2026



Courthouse Expansion



Expansion of Existing Courthouse

- 50,933 sf expansion, three levels plus a basement
- Improved security screening
- Expanded and consolidated court administration
- Two additional courtrooms
- Improved in-custody holding and transport facilities

Planned Completion: August 2026



Gray Courthouse Improvements



DA's Office Remodel

Interior remodel to meet growth needs by providing additional private offices and meeting spaces

Building Improvements

- Seismic upgrades
- Roofing replacement
- Exterior wall and window repair/replacement
- LED lighting upgrades
- Site improvements

Planned Completion: Winter 2027



Future Planning

Anticipated Projects



Public Safety Campus

Near-term projects identified in the Campus Plan

Downtown Campus

Near-term projects identified in the Campus Plan

Solid Waste

Material recycling, landfill, and compost facilities

Project Management Services

Continue to provide planning and construction project management services to County departments



Thank you





EVALUATION OF PUBLIC IMPROVEMENT UTILIZING AN ALTERNATIVE CONTRACTING METHOD

Adult Parole and Probation / Sheriff's Office Work Center Remodel and Addition

Issued: April 21, 2025

1. Introduction

ORS 279C.355 requires an evaluation when an agency does not use the competitive bidding process for a public improvement contract in excess of \$100,000. In this particular case, an evaluation of the public improvement shall be prepared and delivered to the Board of County Commissioners, which acts as Deschutes County's Contract Review Board. The Parole & Probation/Sheriff's Office Work Center Remodel & Addition did not use the competitive bidding process and was completed under a Construction Manager/General Contractor (CM/GC) alternative delivery method.

As required, the purpose of these evaluations is to determine whether it was in the County's best interest to use an alternative contracting method in the completion of the project. The evaluation consists of the following:

- 1. Project background and scope of work completed using the alternative CM/GC contract method;
- 2. Financial information for the project consisting of cost estimates, the CM/GC's Guaranteed Maximum Price (GMP), changes to the contract, and the actual costs of the project.
- 3. A summary narrative description of successes and failures during the design and construction of the project.
- 4. An objective summary assessment of the use of alternative construction delivery methods as compared to the Findings required by ORS 279C.335(2) (b).
- 5. A summary review showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition, that the process resulted in substantial cost savings to the public agency as well as other certain information.
- 6. A copy of the project's Findings is attached in Appendix A.

2. Table of Contents

1. Introduction.....	2
2. Table of Contents	2
3. Oregon Revised Statute Exemptions to Competitive Bidding and Requirements for Evaluation	3
4. Project Background	4
5. Financial Information	4
6. Successes and Failures	6
7. Assessment of the Use of the Alternative Contracting Method as Compared to the Findings	6
8. Summary Conclusion	10
9. Appendix A – Findings of Fact	10

3. Oregon Revised Statute Exemptions to Competitive Bidding and Requirements for Evaluation

ORS 279C.335 Competitive Bidding Requirement; Exceptions; Exemptions

(2) Subject to subsection (4)(b) and (c) of this section, a local contract review board may exempt a public improvement contract or a class of public improvement contracts from the competitive bidding requirement of subsection (1) of this section after the local contract review board approves the following findings that the contracting agency submits or, if a state agency is not the contracting agency, that the state agency that is seeking the exemption submits:

- (a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.*
- (b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption to the contracting agency or the public. In approving a finding under this paragraph, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:*
 - *Operational, budget and financial data;*
 - *Public benefits;*
 - *Value engineering;*
 - *Specialized expertise required;*
 - *Public safety;*
 - *Market conditions;*
 - *Technical complexity; and*
 - *Funding sources.*

ORS 279C.355 Evaluation of Public Improvement Projects not Contracted by Competitive Bidding.

(1) Upon completion of and final payment for any public improvement contract, or class of public improvement contracts, in excess of \$100,000 for which the contracting agency did not use the competitive bidding process, the contracting agency shall prepare and deliver to the Director of the Oregon Department of Administrative Services, the local contract review board or, for public improvement contracts described in ORS 279A.050 (3)(b), the Director of Transportation an evaluation of the public improvement contract or the class of public improvement contracts.

(2) The evaluation must include but is not limited to the following matters:

- (a) The actual project cost as compared with original project estimates;*
- (b) The amount of any guaranteed maximum price;*
- (c) The number of project change orders issued by the contracting agency;*
- (d) A narrative description of successes and failures during the design, engineering and construction of the project; and*
- (e) An objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.335.*

4. Project Background

Architect: BLRB Architects

CM/GC: Skanska USA Building, Inc.

Programming Strategy:

The objective of this project was to remedy the space needs for the Deschutes County Community Justice Department Adult Parole & Probation Division (Division) operations in Bend. Several development options were presented to the Board and explored by a committee. The Board approved the option to construct a two-story addition of approximately 8,000 square feet adjacent to and integrated with the Division's current main office and minor renovation of approximately 3,000 square feet within the current main office. The programming required that the project provide training, meeting, and program space on the first level and staff offices and support functions on the second level.

Construction:

Based on the Findings of Fact included in Appendix A, the County contracted with Skanska USA Building, Inc. to complete the expansion and renovation project. The contract exemption allowed Skanska as the CM/GC to be actively involved in design and constructability issues and to have a better understanding of the financial requirements of the project before construction began. It also allowed the CM/GC to mitigate safety concerns with the construction activities in close proximity to an occupied building.

5. Financial Information

The information in this section is provided in compliance with ORS 279C.355, (2) (a through c):

279C.355 Evaluation of Public Improvement Projects not Contracted by Competitive Bidding.

(2) The evaluation must include but is not limited to the following matters:

(a) The actual project cost as compared with original project estimates;

Original project estimates and actual project costs are listed in the table below:

Description	Initial Estimates	Initial Contract	Actual Project Cost
100 % Design Development Estimate	\$6,221,233		
50% Construction Documents Estimate	\$6,225,035		
Preconstruction Services		\$45,665	
Guaranteed Maximum Price (GMP)		\$6,356,969	
Final GMP Cost			**\$7,698,850

** The original estimates included construction of a two-story addition of approximately 8,000 square feet adjacent to and integrated with the Division's current main office and minor renovation of approximately 3,000 square feet within the current main office. Initial estimates and the GMP did not include the owner-directed change orders that authorized an additional \$1,296,216 of costs, resulting in a higher Final GMP Cost. Those change orders are listed below.

(b) The amount of any guaranteed maximum price

The initial GMP was set at \$ 6,402,634 including Preconstruction Services.

(c) The number of project change orders issued by the contracting agency;

There were five (5) contract amendments on the project amounting to \$1,296,216, or 20.2% of the total for Preconstruction Services and the Guaranteed Maximum Price (GMP). The changes were attributed to Owner requests for additional scope of work beyond the scope included in the GMP. The additional scope of work included the Sheriff's Office secure parking expansion, access control and security, building out the 2nd floor shell space of the new expansion, and remodeling a dormitory into a wellness center for the Sheriff's Office.

Summaries of the GMP, amendment costs and explanations of the amendments follows:

Scope of Work	Initial Amount	Amendment Costs	Final GMP Costs
Preconstruction Services	\$45,665		
Guaranteed Maximum Price (GMP)	\$6,356,969		
Change Order 1 – Authorized owner-directed changes for construction of Sheriff's Office secure parking lot expansion as part of the Public Safety Campus Plan		\$300,243	
Change Order 2 – Authorized owner-directed changes for additional power, data, access control, and security		\$49,681	
Change Order 3 – Authorized owner-directed changes for build-out of the 2 nd floor shell space in the new Parole & Probation addition at Parole and Probation's request		\$191,609	
Change Order 4 – Authorized owner-directed changes to remodel the Sheriff's Office existing dormitory into a new wellness room at Sheriff's Office request and expense		\$717,761 (1)	
Change Order 5 – Authorized changes for owner-added items, exterior building repairs, and GMP reconciliation		\$36,922	
PROJECT TOTALS	\$6,402,634	\$1,296,216	\$7,698,850
(1) Total amendment costs incurred by Deschutes County Sheriff's Office = \$717,761			

6. Successes and Failures

6.1 Successes

There were numerous project successes to report, including:

- (a) The CM/GC selection process enabled Deschutes County to select the most qualified firms based on factors and criteria specific to the project.
- (b) Selecting a CM/GC enabled the County to capitalize on the firms' strengths, experience and capacity to bring the projects to a successful completion.
- (c) The CM/GC contributed significantly to the project with their expertise in budget reconciliation, deep understanding of the project requirements, and constructability issues before construction starting.
- (d) The complexity of constructing an expansion and renovation project on an occupied site was completed with no serious worker injuries or injuries to the public, no unplanned disruption to the building's operations, and no security incidents.

6.2 Failures

The design of site security fencing and access control did not adequately meet the operations of Parole & Probation and the Sheriff's Office. This resulted in a change order for additional access control electronics, security fencing, and gates. Owner contingency was sufficient to pay for these added costs.

7. Assessment of the Use of the Alternative Contracting Method as Compared to the Findings

The information in this section is provided in compliance with ORS 279C.355(2) (e):

279C.355 Evaluation of public improvement projects not contracted by competitive bidding.

(2) The evaluation must include but is not limited to the following matters:

(e) An objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.335.

279C.335 Competitive bidding; exceptions; exemptions.

(2) Subject to subsection (4)(b) and (c) of this section, a local contract review board may exempt a public improvement contract or a class of public improvement contracts from the competitive bidding requirement of subsection (1) of this section after the local contract review board approves the following findings that the contracting agency submits or, if a state agency is not the contracting agency, that the state agency that is seeking the exemption submits:

(a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.

Assessment: Conforming with the selection process outlined in the Findings of Fact (Appendix A), the CM/GC was selected through a competitive process in accordance with a qualifications-based Request for Proposals authorized by the Board of Commissioners. Pursuant to ORS 279C.360, a CM/GC solicitation was advertised in the Daily Journal of Commerce in addition to The Bulletin in order to maximize exposure. The CM/GC proposals and interviews were rated based on a predetermined list of

criteria as required by ORS 279C.337 and the Attorney General's Model Contract Rules. The County entered into contract negotiations with the highest-ranking firm, Skanska USA Building, Inc.

(b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption to the contracting agency or the public. In approving a finding under this paragraph, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

Assessment: The CM/GC participated in the design phase of the work and was thereby able to obtain a complete understanding of the County's needs, the architect's design intent, the scope of the project, and the operational needs of Parole & Probation/Sheriff's Office Work Center staff & stakeholders. This alleviated some of the financial risk to the County and the reduced risk resulted in cost savings.

(A) How many persons are available to bid;

Assessment: There were several contractors within Central Oregon able and qualified to bid this type of project. However, the climate that was present during bidding within the Oregon construction industry created a backlog of work in such an overloaded condition that it made attracting qualified contractors to bid very difficult, if not impossible. The County received proposals from two (2) general contractors in response to the request for proposals.

(B) The construction budget and the projected operating costs for the completed public improvement;

Assessment: The difference in operating costs was not projected to be significant whether the project was competitively bid or if the CM/GC process was used for contracting. However, the CM/GC process added the general contractor to the design team and that helped to ensure the budget was maintained. Additionally, the CM/GC process was beneficial for subcontractor bidding. The CM/GC was encouraged to receive a minimum of three (3) competitive bids for each discipline of construction. Competitively bid trade work ensured the County received the best value.

(C) Public benefits that may result from granting the exemption;

Assessment: The qualifications-based selection of the CM/GC allowed for a more informed contractor and for the County to award the contract to the firm it believed was most technically capable of managing the project. The CM/GC was part of the design team and was actively involved in design and constructability issues and had a better understanding of the financial requirements of the project. This resulted in better decision making by the project construction team, thereby saving time and money. Construction activities in close proximity to an occupied building can result in safety concerns unless proper planning is undertaken prior to work starting; early selection provided better assurance that the planning will be coordinated with other activities, thereby making for a safer environment. Safety, cost savings, and the better assurance of completion on the desired date will be of public benefit.

(D) Whether value engineering techniques may decrease the cost of the public improvement;

Assessment: The design and construction teams had numerous means to help control costs and maintain the overall construction budget. Rigorous value engineering efforts conducted during the Design Development phase identified potential savings and provided opportunities to reduce costs.

(E) The cost and availability of specialized expertise that is necessary for the public improvement;

Assessment: The CM/GC was required to have proven expertise in the construction of public buildings, access control, security requirements and remodel/retrofit projects. This experience assisted the project team in determining the best and safest logistics to pursue.

(F) Any likely increases in public safety;

Assessment: It was understood that employees would be present within the adjacent building during much of the construction process. The safety and security of all persons was a primary concern and the CM/GC was able to work with the entire team to develop the overall construction plan that integrated the needs of the adjacent building and staff increases public safety.

(G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;

Assessment: Including the Contractor in the planning process increased safety and thereby, reduced risk. The CM/GC contract reduced risk by allowing for coordination and evaluation of constructability ahead of final project design. This process is not necessarily present under the Design-Bid-Build method of contracting.

(H) Whether granting the exemption will affect the sources of funding for the public improvement;

Assessment: The exemption had no effect on the funding sources.

(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

Assessment: The County's ability to accurately estimate the cost of this project was complicated by the multitude of construction market conditions that existed at the time in Oregon (e.g., competition of other projects, environmental issues that limited construction materials, shortage of qualified craftsman, Covid-related supply chain issues, etc.), as well as the difficulty in establishing the best work sequence. Because the project had a limited budget, it was essential to reduce the risk of cost overruns.

A CM/GC contract allowed for more control over these market forces because the CM/GC assisted in developing design documents, a work plan, and contingencies that best accommodated both the County and contractor/subcontractors; identifying the best grouping of bid packages that will help ensure better trade coverage; designing the most efficient construction staging area on the site; identifying supply chain issues, charting the most cost effective route through the site for the various utilities; and adjusting the work plan when needs change along the way.

(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;

Assessment: The nature of this project required remodel of existing space and an expansion adjacent to occupied space during construction. The CM/GC method allowed the contractor to be a part of the planning team in developing a construction plan that coordinated the needs of the existing operation of the Parole & Probation Center with the construction. Having the CM/GC involved in the construction plan enabled the County to avoid temporary facilities during construction and to control the complexity and uncertainties of the project.

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure;

Assessment: The public improvement for the Parole & Probation/Sheriff's Office Work Center was both new construction (addition) and remodel of an existing structure.

(L) Whether the public improvement will be occupied or unoccupied during construction;

Assessment: The remodel and addition to the Parole & Probation/Sheriff's Office Work Center occurred in an occupied building.

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and

Assessment: Multiple phases of construction were required in the interest of public safety and to meet the needs of the existing operation of the Parole & Probation Center with the construction.

(N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract;

Assessment: The County has legal counsel that is very familiar with Oregon construction and Public Contracting law as well as employees on staff that have many years of experience administering alternative contracting method contracts.

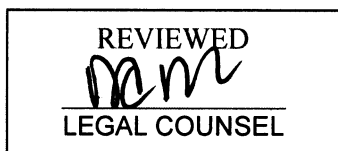
8. Summary Conclusion

Following a thorough and objective evaluation, the Deschutes County Facilities Department has concluded that the use of the CM/GC project delivery method for the Parole & Probation/Sheriff's Office Work Center Remodel and Addition was successful. The CM/GC delivery method proved to be an excellent tool for managing the scopes, schedules, budgets, and risks associated with the construction and remodeling of an existing, occupied facility under continuous operation.

Furthermore, the Facilities Department concludes that the requirements set forth in ORS 279C.335 (2) were fully met. In some cases, the outcomes resulting from the CM/GCs' specialized and technical expertise, budget oversight, true value engineering and quality control exceeded expectations and provided a better-than-imagined environment for the public and staff alike. Utilizing the exemption for the CM/GC method of alternative contracting on the project was a sound decision and there were many benefits to the project. Close team collaboration, open-book financial record-keeping and true value engineering provided demonstrable benefits and enabled the stakeholder teams to remain flexible and nimble with an eye on quality and costs.

9. Appendix A – Findings of Fact

Order 2019-023 Findings of Fact is attached, which granted exemption from competitive bidding and authorized the construction of the Adult Parole & Probation / Sheriff's Office Work Center Remodel and Addition project by means of a Construction Manager/General Contractor and authorized selection by request for proposal.



For Recording Stamp Only

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON**

ORDER GRANTING EXEMPTION FROM
COMPETITIVE BIDDING, AUTHORIZING
THE CONSTRUCTION OF THE PAROLE
& PROBATION/SHERIFF'S OFFICE
WORK CENTER REMODEL/ADDITION BY
MEANS OF A CONSTRUCTION
MANAGER / GENERAL CONTRACTOR
AND AUTHORIZING SELECTION BY
REQUEST FOR PROPOSAL.

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ORDER NO. 2019-023

WHEREAS, the Board of County Commissioners of Deschutes County is the Local Contract Review Board for the County and in that capacity has authority to exempt certain contracts from competitive bidding requirements of ORS 279C and associated county code provision; and

WHEREAS, the Board of Commissioners has determined that the construction of the Parole & Probation / Sheriff's Office Work Center Remodel / Addition should be constructed by a CM/GC process; and

WHEREAS, the Board of Commissioners adopts the Findings of Fact and Conclusions of Law attached hereto and marked Exhibit 1; and

WHEREAS, the Findings of Fact and Conclusions of Law demonstrate that an exemption from competitive bidding for the identified project complies with the requirements of ORS 279C.335 (2) and the Attorney General's Model Contract Rules, OAR 137-049-0630 (2) for exemption of the project from competitive bidding; now therefore,

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

1. The contract for the construction of the Parole & Probation / Sheriff's Office Work Center Remodel / Addition by a Construction Manager/General Contractor process is exempted from traditional competitive bidding models.
2. The CM/GC shall be selected by the Request-for-Proposals (RFP) method in accordance with the Attorney General's Model Contract Rules, applicable DCC and the process described in the attached Exhibit 1.

DATED this 3 day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON



PHILIP G. HENDERSON, CHAIR



PATTI ADAIR, VICE CHAIR



ANTHONY DEBONE, COMMISSIONER

ATTEST:



Recording Secretary

EXHIBIT 1

**FINDINGS OF FACT FOR THE USE OF
THE CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC)
CONSTRUCTION OF THE PAROLE & PROBATION/SHERIFF'S
OFFICE WORK CENTER REMODEL & ADDITION
Before The Deschutes County Board of Commissioners**

FINDING OF FACTS AND CONCLUSION OF LAW

The Oregon Revised Statutes generally require that public improvement contracts be based upon competitive bids. Any exception to competitive bids must be justified by "Findings" as stated in ORS 279C.330 and ORS 279C.335. The following is a list of those required "findings" and the conditions and information regarding those "findings."

FINDINGS

WILL NOT SUBSTANTIALLY DIMINISH COMPETITION OR ENCOURAGE FAVORITISM

1. **Finding:** The CM/GC will be selected through a competitive process in accordance with a Request for Proposals authorized by the Board of Commissioners. Pursuant to ORS 279C.360, a CM/GC solicitation will be advertised in the Daily Journal of Commerce in addition to The Bulletin in order to maximize exposure. The CM/GC proposals and interviews will be rated based on a predetermined list of criteria as required by ORS 279C.337 and the Attorney General's Model Contract Rules. The County will enter into contract negotiations with the highest-ranking firm. Should negotiations fail, the County will have the right to negotiate with the second highest-ranking firm.

COST SAVINGS

2. **Finding:** The CM/GC will participate in the design phase of the work and thereby be able to obtain a complete understanding of the County's needs, the architect's design intent, the scope of the project, and the operational needs of the PAROLE & PROBATION/SHERIFF'S OFFICE WORK CENTER Staff & Stakeholders. This will alleviate some of the financial risk to the County and reduced risk will likely result in cost savings. In making this finding, ORS 279C.335 (2)(b) requires the following issues be considered:

(A) How many persons are able to bid;

There are several contractors within Central Oregon that are able and qualified to bid the planned project. However, the present climate within the Oregon & Washington construction industry has the backlog of work in such an overloaded condition that it has made attracting qualified contractors to bid very difficult if not impossible.

(B) The construction budget and the projected operating costs for the completed public improvement;

The difference in operating costs will not be significant whether the project is competitively bid or the CM/GC process is used for contracting. However, the CM/GC process will add the contractor to the design team and that will help ensure the budget will be maintained.

Subcontractor bidding; We will encourage that the CM/GC receive a minimum of (3) competitive bids for each discipline of construction.

Schedule: Increased efficiencies with final design documents and submission for Permits will result in an overall schedule reduction, resulting in less project duration, temporary structures, Contractor General Conditions and Architect Contract Administration.

(C) Public Benefits that may result from granting the exemption;

Selection of the CM/GC allows for a more informed contractor. The CM/GC will be part of the design team and will have a better understanding of the financial requirements of the project. This should result in better decision making by the project construction team, thereby saving time and money. Construction activities in close proximity to an occupied building can result in safety concerns unless proper planning is undertaken prior to work starting; early selection will provide better assurance that the planning will be coordinated with other activities thereby making for a safer environment. Safety, cost savings and the better assurance of completion on the desired date will be of Public Benefit.

(D) Whether value engineering techniques may decrease the cost of the public improvement;

The CM/GC will become a part of the total project team with the responsibility of leading the “Value Engineering” process. The selected CM/GC should have considerable experience in the construction of public buildings and the requirement for occupancy; therefore, that experience will be of great importance in determining the best use of the dollars available. When the contractor participates, the team can render the most comprehensive evaluation of all factors that affect the cost, quality, and schedule of the project.

(E) The cost and availability of specialized expertise that is necessary for the public improvement;

It is very important that the contractor selected have experience in the construction of public buildings, access control, security requirements and remodel/retrofit projects. This experience will assist the project team in determining the best and safest process to pursue. This process will allow the County to solicit local expertise to participate.

(F) Any likely increases in public safety;

It is understood that employees will be present within the adjacent building during much of the construction process. The safety and security of all persons is a primary concern and selection of a CM/GC to work with the entire team to develop the overall construction plan that integrates the needs of the adjacent building and staff increases Public Safety.

(G) Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement;

Including the Contractor in the planning process increases safety and thereby, reduces risk. CM/GC contracts reduce risk by allowing for coordination and evaluation of constructability ahead of final project design. Including the contractor in the design process results in a Guaranteed Maximum Price (GMP) that is within the project budget, which also reduces risk. This process is not necessarily present under the Design-Bid-Build method of contracting.

(H) Whether granting the exemption will affect the sources of funding for the public improvement;

The exemption will have no effect on the funding sources. With increased efficiencies in overall project schedule, the Parole & Probation/Sheriff's Work Center will minimize temporary facilities and increase overall efficiencies.

(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

The County's ability to accurately estimate the cost of this project is complicated by the multitude of construction market conditions that exist today in Oregon (e.g., competition of other projects, environmental issues that limit construction materials, shortage of qualified craftsman, etc.), as well as the difficulty in establishing the best work sequence. Because the project has a limited budget, it is essential to reduce the risk of cost overruns.

The CM/GC allows for more control over these market forces because the CM/GC can assist in developing design documents and a work plan that best accommodates both the County and contractor/subcontractors; identifying the best grouping of bid packages that will help ensure better trade coverage; designing the most efficient construction staging area on the campus; charting the most cost effective route through the site for the various utilities; and adjusting the work plan when needs change along the way.

(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;

The nature of this project will require remodel of existing space adjacent to occupied space or relocation of operations to a temporary facilities during construction. The CM/GC method allows the contractor to be a part of the planning team in developing a construction plan that coordinates the needs of the existing operation of the Parole & Probation Center with the construction and temporary facilities setup. Having the CM/GC involved in the construction plan will better enable the County to control the complexity and uncertainties of the project.

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure;

The public improvement for the Parole & Probation/Sheriff's Office Work Center is both new construction (addition) and remodel of an existing structure.

(L) Whether the public improvement will be occupied or unoccupied during construction;

The remodel and addition to the Parole & Probation/Sheriff's Office Work Center will occur in an occupied building.

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions;

The present plan calls for all work to be phased construction, with the Parole & Probation completed by end of year 2020.

(N) Whether the contracting agency has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

The County has legal counsel that is very familiar with Oregon construction and Public Contracting law as well as employees on staff that have many years of experience administering alternative contracting method contracts.

CONCLUSIONS OF LAW

The above "Findings" show that the CM/GC process for the Construction of the Parole & Probation/Sheriff's Office Work Center Remodel/Addition complies with the requirements of ORS 279C.335(2) for exemption of the project from competitive bidding.



EVALUATION OF PUBLIC IMPROVEMENT UTILIZING AN ALTERNATIVE CONTRACTING METHOD

North County Campus Remodels

Issued: April 21, 2025

1. Introduction

ORS 279C.355 requires an evaluation when an agency does not use the competitive bidding process for a public improvement contract in excess of \$100,000. In this particular case, an evaluation of the public improvement shall be prepared and delivered to the Board of County Commissioners, which acts as Deschutes County's Contract Review Board. The North County Campus Remodels did not use the competitive bidding process and was completed under a Construction Manager/General Contractor (CM/GC) alternative delivery method.

As required, the purpose of these evaluations is to determine whether it was in the County's best interest to use an alternative contracting method in the completion of the project. The evaluation consists of the following:

1. Project background and scope of work completed using the alternative CM/GC contract method;
2. Financial information for the project consisting of cost estimates, the CM/GC's Guaranteed Maximum Price (GMP), changes to the contract, and the actual costs of the project.
3. A summary narrative description of successes and failures during the design and construction of the project.
4. An objective summary assessment of the use of alternative construction delivery methods as compared to the Findings required by ORS 279C.335(2) (b).
5. A summary review showing that an alternative contracting process is unlikely to encourage favoritism or diminish competition, that the process resulted in substantial cost savings to the public agency as well as other certain information.
6. A copy of the project's Findings is attached in Appendix A.

2. Table of Contents

1. Introduction.....	2
2. Table of Contents	2
3. Oregon Revised Statute Exemptions to Competitive Bidding and Requirements for Evaluation	3
4. Project Background	4
5. Financial Information	4
6. Successes and Failures	7
7. Assessment of the Use of the Alternative Contracting Method as Compared to the Findings	7
8. Summary Conclusion	11
9. Appendix A – Findings of Fact	11

3. Oregon Revised Statute Exemptions to Competitive Bidding and Requirements for Evaluation

ORS 279C.335 Competitive Bidding Requirement; Exceptions; Exemptions

(2) Subject to subsection (4)(b) and (c) of this section, a local contract review board may exempt a public improvement contract or a class of public improvement contracts from the competitive bidding requirement of subsection (1) of this section after the local contract review board approves the following findings that the contracting agency submits or, if a state agency is not the contracting agency, that the state agency that is seeking the exemption submits:

- (a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.*
- (b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption to the contracting agency or the public. In approving a finding under this paragraph, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:*
 - *Operational, budget and financial data;*
 - *Public benefits;*
 - *Value engineering;*
 - *Specialized expertise required;*
 - *Public safety;*
 - *Market conditions;*
 - *Technical complexity; and*
 - *Funding sources.*

ORS 279C.355 Evaluation of Public Improvement Projects not Contracted by Competitive Bidding.

(1) Upon completion of and final payment for any public improvement contract, or class of public improvement contracts, in excess of \$100,000 for which the contracting agency did not use the competitive bidding process, the contracting agency shall prepare and deliver to the Director of the Oregon Department of Administrative Services, the local contract review board or, for public improvement contracts described in ORS 279A.050 (3)(b), the Director of Transportation an evaluation of the public improvement contract or the class of public improvement contracts.

(2) The evaluation must include but is not limited to the following matters:

- (a) The actual project cost as compared with original project estimates;*
- (b) The amount of any guaranteed maximum price;*
- (c) The number of project change orders issued by the contracting agency;*
- (d) A narrative description of successes and failures during the design, engineering and construction of the project; and*
- (e) An objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.335.*

4. Project Background

Architect: Pinnacle Architecture

CM/GC: Sunwest Builders

Programming Strategy:

The objective of this project was to provide facilities in Redmond for the Deschutes County Health Services, Clerk's Office, Medical Examiner, and Veteran's Services departments and 9-1-1 Service District. Existing facilities were not sufficient to meet the client demand for services and future growth of the Behavioral Health, Public Health, and Women, Infants and Children divisions within Health Services. Additionally, the new facilities would provide a Redmond location for services offered by the other departments. The Board approved the acquisition and remodel of two existing buildings in Redmond located on the same site. The 244 Kingwood building is 11,978 SF and provides additional space for Behavioral Health. The 236 Kingwood building is 9,461 SF and provides additional space for Public Health and Women, Infant, and Children, and several other County departments.

Construction:

Based on the Findings of Fact included in Appendix A, the County contracted with Sunwest Builders to complete the remodel projects. The contract exemption allowed Sunwest Builders as the CM/GC to be actively involved in design and constructability issues and to have a better understanding of the financial requirements of the project before construction began. It also allowed the CM/GC to mitigate challenges in the construction market.

5. Financial Information

279C.355 Evaluation of Public Improvement Projects not Contracted by Competitive Bidding.

(2) The evaluation must include but is not limited to the following matters:

(a) The actual project cost as compared with original project estimates;

Original project estimates and actual project costs are listed in the table below:

Description	Initial Estimates	Initial Contract	Actual Project Cost
244 Kingwood Remodel and Site Improvements	\$3,284,273		
236 Kingwood Remodel	\$2,775,096		
Preconstruction Services		\$21,000	
244 Kingwood Remodel and Site Improvements Guaranteed Maximum Price (GMP)		\$2,966,855	
236 Kingwood Remodel Guaranteed Maximum Price (GMP)		\$2,619,271	
244 Kingwood Remodel and Site Improvements Final GMP Cost			\$3,644,913
236 Kingwood Remodel Final GMP Cost			\$2,684,659
TOTALS	\$6,059,369	\$5,607,126	**\$6,350,572

** The original estimates included remodel of the two existing buildings and site improvements. Initial estimates and the GMPs did not include the owner-directed change orders that authorized an additional \$743,446 of costs, resulting in a higher Final GMP Cost. Those change orders are listed

(b) The amount of any guaranteed maximum price

The initial GMP was set at \$5,607,126 including Preconstruction Services.

(c) The number of project change orders issued by the contracting agency;

There were nine (9) contract amendments for the 244 Kingwood Remodel and Site Improvements amounting to \$678,058, or 22.8% of the total Guaranteed Maximum Price (GMP). There were five (5) contract amendments for the 236 Kingwood Remodel amounting to \$65,388, or 2.5% of the total Guaranteed Maximum Price (GMP). The changes were attributed to Owner requests for additional scope of work beyond the scope included in the GMP.

Summaries of the GMP, amendment costs and explanations of the amendments follows:

Scope of Work	Initial Amount	Amendment Costs	Final GMP Costs
Preconstruction Services	\$21,000	\$0	\$21,000
244 Kingwood Remodel and Site Improvements			
Guaranteed Maximum Price (GMP) – 244 Kingwood Remodel and Site Improvements	\$2,966,855		
Change Order Request 1 – Authorized owner-directed change to add a remodel for The Drop in the 1,874 SF suite previously occupied by a tenant. This scope was not originally in the project.		\$498,996	
Change Order Request 2 - Authorized owner-directed changes for additional access control to the Mosaic Medical space at tenant's request and expense		\$11,386 (1)	
Change Order Request 3 - Authorized owner-directed changes for two (2) additional new windows		\$5,932	
Change Order Request 5 – Authorized owner-directed changes for casework and electrical revisions to the Mosaic Medical space at tenant's request and expense		\$4,919 (1)	
Change Order Request 6 – Authorized owner-directed changes for revisions to the public reception space with cost-sharing by tenant		\$35,384	
Change Order Request 7 – Authorized owner-directed changes to add scope for construction of the radio tower enclosure and foundations at the 9-1-1 Service District's expense		\$109,761 (2)	
Change Order Request 8 – Cost reconciliation		\$0	

Change Order Request 9 – Authorized owner-directed changes to replace an exterior door and add access control to the door at the Drop space		\$8,079	
Change Order Request 10 – Authorized owner-directed changes to add scope for construction of additional concrete slabs within the radio tower enclosure at the expense of the 9-1-1 Service District		\$3,601 (2)	
244 Kingwood Sub-Totals	\$2,966,855	\$678,058	\$3,644,913
236 Kingwood Remodel			
Amendment 1 – 236 Kingwood Remodel GMP	\$2,619,271		
Change Order Request 2 - Authorized owner-directed changes to add scope for a pre-action fire sprinkler system at the expense of the 9-1-1 Service District's		\$24,501 (2)	
Change Order Request 3 – Authorized owner-directed changes for revisions to the public reception space		\$20,829	
Change Order Request 5 – Cost reconciliation		\$0	
Change Order Request 6 – Authorized owner-directed changes for HVAC improvements to provide an isolation exam room		\$14,093	
Change Order Request 7 – Authorized owner-directed changes to add electrical, data, and security cameras at the expense of the 9-1-1 Service District		\$5,965 (2)	
236 Kingwood Sub-Totals	\$2,619,271	\$65,388	\$2,684,659
PROJECT TOTALS			
	\$5,607,126	\$743,446	\$6,350,572
(1) Total amendment costs incurred by Mosaic Medical = \$16,305			
(2) Total amendment costs incurred by 9-1-1 Service District = \$143,828			

6. Successes and Failures

6.1 Successes

There were numerous project successes to report, including:

- (a) The CM/GC selection process enabled Deschutes County to select the most qualified firms based on factors and criteria specific to the project.
- (b) Selecting a CM/GC enabled the County to capitalize on the firms' strengths, experience and capacity to bring the projects to a successful completion.
- (c) The CM/GC contributed significantly to the project with their expertise in budget reconciliation, deep understanding of the project requirements, and constructability issues before construction starting.
- (d) Through value engineering and competitive sub-contractor bidding, the initial GMP contract was approximately \$452,000 less than initial estimates.
- (e) The CM/GC successfully mitigated challenges within the construction market that existed in Oregon related to supply chain and lead time issues, construction labor shortages, and significant competition with other projects.

6.2 Failures

The design of the reception windows led to security concerns and a lack of functionality for staff workstations in the public reception spaces in 244 and 236 Kingwood. To address those security concerns and to better accommodate workstation layouts, the reception windows were redesigned and subsequently demolished and reconstructed according to the new design. This design oversight and resulting remodel of the reception windows resulted in change orders for both 244 and 236 Kingwood.

Failure to include the isolation exam room's exhaust fan and the pre-action fire sprinkler system into 236 Kingwood's construction documents resulted in change orders and an increase of the Final GMP.

7. Assessment of the Use of the Alternative Contracting Method as Compared to the Findings

The information in this section is provided in compliance with ORS 279C.355(2) (e):

279C.355 Evaluation of public improvement projects not contracted by competitive bidding.

(2) The evaluation must include but is not limited to the following matters:

(e) An objective assessment of the use of the alternative contracting process as compared to the findings required by ORS 279C.335.

279C.335 Competitive bidding; exceptions; exemptions.

(2) Subject to subsection (4)(b) and (c) of this section, a local contract review board may exempt a public improvement contract or a class of public improvement contracts from the competitive bidding requirement of subsection (1) of this section after the local contract review board approves the following findings that the contracting agency submits or, if a state agency is not the contracting agency, that the state agency that is seeking the exemption submits:

(a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.

Assessment: Conforming with the selection process outlined in the Findings of Fact (Appendix A), the CM/GC was selected through a competitive process in accordance with a qualifications-based Request for Proposals authorized by the Board of Commissioners. Pursuant to ORS 279C.360, a CM/GC solicitation was advertised in the Daily Journal of Commerce in addition to The Bulletin in order to maximize exposure. The CM/GC proposals and interviews were rated based on a predetermined list of criteria as required by ORS 279C.337 and the Attorney General's Model Contract Rules. The County entered into contract negotiations with the highest-ranking firm, Sunwest Builders.

(b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption to the contracting agency or the public. In approving a finding under this paragraph, the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

Assessment: The CM/GC participated in the design phase of the work and was thereby able to obtain a complete understanding of the County's needs, the architect's design intent, the scope of the project, and the operational needs of Health Services stakeholders. This alleviated some of the financial risk to the County and the reduced risk resulted in cost savings.

(A) How many persons are available to bid;

Assessment: There were several contractors within Central Oregon are able and qualified to bid this type of project. However, the climate that was present during bidding within the Oregon & Washington construction industry created a backlog of work in such an overloaded condition that it was anticipated it would be difficult to attract qualified contractors to bid the project. The County received proposals from five (5) general contractors in response to the request for proposals.

(B) The construction budget and the projected operating costs for the completed public improvement;

Assessment: The difference in operating costs was not projected to be significant whether the project was competitively bid or if the CM/GC process was used for contracting. However, the CM/GC process added the general contractor to the design team and that helped to ensure the budget was maintained. Additionally, the CM/GC process was beneficial for subcontractor bidding. The CM/GC was encouraged to receive a minimum of three (3) competitive bids for each discipline of construction. Competitively bid trade work ensured the County received the best value.

(C) Public benefits that may result from granting the exemption;

Assessment: The qualifications-based selection of the CM/GC allowed for a more informed contractor and for the County to award the contract to the firm it believed was most technically capable of managing the project. The CM/GC was part of the design team and was actively involved in design and constructability issues and had a better understanding of the financial requirements of the project. Additionally, the CM/GC was able to fully evaluate and understand the existing facilities and systems, along with the intended design direction prior to start of construction. This

information informed the design direction and approach to site logistics and safety and security measures during construction and resulted in better decision making by the project construction team, thereby saving time and money. Safety, cost savings, and the better assurance of completion on the desired date were of Public Benefit.

(D) Whether value engineering techniques may decrease the cost of the public improvement;

Assessment: The design and construction teams had numerous means to help control costs and maintain the overall construction budget. Rigorous value engineering efforts conducted during the design phases identified potential savings and provided opportunities to reduce costs.

(E) The cost and availability of specialized expertise that is necessary for the public improvement;

Assessment: The CM/GC was required to have proven expertise in the construction of public buildings, access control, security requirements and remodel/retrofit projects. This experience assisted the project team in determining the best and safest logistics to pursue.

(F) Any likely increases in public safety;

Assessment: By having the CM/GC part of the project team early, they were able to evaluate and plan their approach to site logistics and safety and security measures during construction.

(G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;

Assessment: Including the Contractor in the planning process increased safety and thereby, reduced risk. The CM/GC contract reduced risk by allowing for coordination and evaluation of constructability ahead of final project design. This process is not necessarily present under the Design-Bid-Build method of contracting.

(H) Whether granting the exemption will affect the sources of funding for the public improvement;

Assessment: The exemption had no effect on the funding sources.

(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

Assessment: The County's ability to accurately estimate the cost of this project was complicated by the multitude of construction market conditions that existed at the time in Oregon (e.g., competition of other projects, environmental issues that limited construction materials, shortage of qualified craftsman, Covid-related supply chain issues, etc.), as well as the difficulty in establishing the best work sequence. Because the project had a limited budget, it was essential to reduce the risk of cost overruns.

A CM/GC contract allowed for more control over these market forces because the CM/GC assisted in developing design documents, a work plan, and contingencies that best accommodated both the County and contractor/subcontractors; identifying the best grouping of bid packages that will help

ensure better trade coverage; identifying supply chain issues; and adjusting the work plan when needs change along the way.

(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;

Assessment: The nature of this project required remodel of two existing buildings to fit Health Services' needs. The CM/GC method allowed the contractor to be a part of the planning team in developing a construction plan that accommodated unknowns inherent to remodel projects.

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure;

Assessment: The public improvement remodeled two existing structures.

(L) Whether the public improvement will be occupied or unoccupied during construction;

Assessment: The 244 Kingwood remodel took place in several phases and was occupied during some of the construction period. The existing building was divided into two suites and the remodel project began with the 10,100 square foot suite. Remodel of the 1,880 square foot suite followed and continued after the larger suite was occupied. Additionally, improvements were made to the reception area after the building was occupied and serving the public.

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and

Assessment: The project consisted of multiple overlapping phases of construction. Remodel of the 244 Kingwood building began first with remodel of the 236 Kingwood building following behind by about 2 months. This allowed the CM/GC to competitively bid each remodel separately and to sequence trades between the two buildings.

(N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract;

Assessment: The County has legal counsel that is very familiar with Oregon construction and Public Contracting law as well as employees on staff that have many years of experience administering alternative contracting method contracts.

8. Summary Conclusion

Following a thorough and objective evaluation, the Deschutes County Facilities Department has concluded that the use of the CM/GC project delivery method for the North County Campus Remodels was successful. The CM/GC delivery method proved to be an excellent tool for managing the scopes, schedules, budgets, and risks associated with the construction and remodel of an existing facility.

Furthermore, the Facilities Department concludes that the requirements set forth in ORS 279C.335 (2) were fully met. In some cases, the outcomes resulting from the CM/GCs' specialized and technical expertise, budget oversight, true value engineering and quality control exceeded expectations and provided a better-than-imagined environment for the public and staff alike. Gaining the Board's exemption for and use of the CM/GC method of alternative contracting on the project was a sound decision and there were many benefits to the project. Close team collaboration, open-book financial record-keeping and true value engineering provided demonstrable benefits and enabled the stakeholder teams to remain flexible and nimble with an eye on quality and costs.

9. Appendix A – Findings of Fact

Order 2021-978 Findings of Fact is attached, which granted exemption from competitive bidding and authorized the construction of the North County Campus Remodels project by means of a Construction Manager/General Contractor and authorized selection by request for proposal.



DESCHUTES COUNTY, Bend Oregon

**FINDINGS OF FACT
Doc #2021-978**

**For Exemption from Competitive Bidding and the Use of the Construction
Manager/General Contractor (CM/GC) Services of Contracting for**

for

**Deschutes County – Redmond North County Campus
236 and 244 Kingwood Remodel Project**

1. General

ORS 279C.335(2) permits a local contracting agency to exempt public improvement projects from traditional competitive bidding upon approval of Findings of Fact (“Findings”) showing that an alternative contracting process is a) unlikely to encourage favoritism or diminish competition and that b) the process will result in substantial benefit to the local contracting agency.

ORS 279C.400 – ORS 279C.410 describe the Request for Proposals method of solicitation as an alternative to traditional competitive bidding. Pursuant to ORS 279C.410(8), a public Agency using the Request for Proposals method may award a contract to the responsible proposer “whose proposal is determined in writing to be the most advantageous to the contracting agency based on the evaluation factors set forth in the request for proposals and, when applicable, the outcome of any negotiations authorized by the request for proposals.”

ORS 279C.330 defines “Findings” and identifies specific information to be provided as a part of Deschutes County’s justification. Under ORS 279C.335(5) a public hearing must be held before the findings are adopted, allowing an opportunity for interested parties to comment on the draft findings.

2. General

The current regional and local construction market is navigating unprecedented challenges, including labor shortages, global – local supply chain issues, as well as multiple public projects slated for construction over the coming year.

In consideration of these circumstances, Deschutes County Facilities seeks to utilize CM/GC Services, an alternative method of contracting, based on the Findings of Fact presented herein.

FINDINGS OF FACT

SUMMARY FINDINGS

1. **Competition will not be diminished.** This exception will likely encourage more competition in this tight market, rather than diminish competition. The Request for Proposals selection process will be competitive based on relevant selection criteria, will be publicly advertised, and will be open to all interested proposers as described in the findings below.
2. **This process will attract more contractors in this currently tight market.** This exemption will result in attracting more contractors in this tight market and result in better construction costs. Also, value will be added to the project and outcomes that would not otherwise be obtained under the standard design-bid-build process, especially in these current market conditions.

SPECIFIC FINDINGS, WHICH SUPPORT THE SUMMARY FINDINGS, ARE AS FOLLOWS:

1. **The CM/GC will be selected through a competitive process in accordance with the qualifications-based selection process authorized by Deschutes County Board of Commissioners. Therefore, it is unlikely that the awarding of the construction contract for the Project will encourage favoritism or substantially diminish competition. This finding is supported by the following:**
 - A. **SOLICITATION PROCESS:** Pursuant to ORS 279C.360, the CM/GC solicitation will be advertised at least once in the Daily Journal of Commerce, as well as The Bulletin to maximize exposure.

The CM/GC proposals and interviews will be rated based on a predetermined list of criteria as required by ORS 279C.337 and the Attorney General's Model Contract Rules. The County will enter into contract negotiations with the highest-ranking firm. Should negotiations fail, the County will have the right to negotiate with the second highest-ranking firm.
 - B. **FULL DISCLOSURE:** To ensure full disclosure of all information, the Request for Proposals solicitation package will include:
 - a. Detailed Description of the Project
 - b. Contractual Terms and Conditions
 - c. Selection Process
 - d. Evaluation Criteria
 - e. Role of Selection Committee
 - f. Provisions for Comments
 - g. Complaint Process and Remedies Available
 - C. **COMPETITION:** As outlined below, the County will follow processes which maintain competition in the procurement of a CM/GC.

- a. The County anticipates that competition for this contract will be similar to that experienced in other Projects of this type. The competition will remain open to all qualifying proposers.
- b. The selection and solicitation process employed will be open and impartial. Selection will be made on the basis of final proposal scores derived from qualifications, price and other components, which expand the ground of competition beyond price alone to include experience, quality, and approach to market conditions.
- c. The competitive process used to award subcontracts for all competitively bid construction work will be specified in the CM/GC contract and will be monitored by the County. The County will designate in the contract the proposed percentage of construction work that must be subcontracted and may not be self-performed by the CM/GC. The CM/GC contract will comply with the subcontractor competition requirements in ORS 279C.337.

D. SELECTION PROCESS: Other highlights of the selection process will include:

- a. A mandatory Pre-Proposal Conference and Site Tour will be announced and held. This conference will be open to all interested parties. During this Pre-Proposal Conference, as well as any time prior to five (5) business days before the close of the solicitation, interested parties will be able to ask questions, request clarifications and suggest changes in the solicitation documents if such parties believe that the terms and conditions of the solicitation are unclear, inconsistent with industry standards, or unfair and unnecessarily restrictive of competition.
- b. The evaluation process will determine whether a proposal meets the screening requirements of the RFP, and to what extent. The following process will be used:
 - i. Proposals will be evaluated for completeness and compliance with the screening requirements of the RFP. Those proposals that are materially incomplete or non-responsive will not be accepted.
 - ii. Proposals considered complete and responsive will be evaluated to determine if they meet and comply with the qualifying criteria of the RFP. If a proposal is unclear, the proposer may be asked to provide written clarification. Those proposals that do not meet all requirements will be rejected.
 - iii. Proposals will independently be scored by the voting members of the Selection Committee. Scores will then be combined and assigned to each proposal.
 - iv. The Selection Committee will convene to select from the highest-scoring proposers, a finalist(s) for formal interviews.
 - v. The Selection Committee will conduct the interview/s with the short-listed proposer/s.
 - vi. The Selection Committee will use the interview to confirm the scoring of the proposal and to clarify any questions. Based upon the revised scoring, the Selection Committee will rank the proposers, and provide an award recommendation.
 - vii. Deschutes County will negotiate a contract with the top-ranked firm. If an agreement cannot be reached, the County will have the option to enter into an agreement with the second-ranked firm, and so forth.

- c. Competing proposers will be notified in writing of the selection of the apparent successful proposer and will be given seven (7) calendar days after receipt of the notice to file any questions, concerns, or protests about the selection process. Protests will be subject to the requirements of the OAR 137-049-0450, must be in writing, and must be delivered to the County within seven (7) calendar days after receipt of the selection notice. No protest of the award selection shall be considered after this time period.
 - d. The contract achieved through this process will require the CM/GC to use an open competitive selection process to bid all components of the job. The CM/GC's general conditions and fee make-up of the total cost will be evaluated as one of the scoring criteria. General Conditions must include supervision, bonding, insurance, and mobilization, and must be within the current industry standard range. The CM/GC's fee must be within the industry's standard range for a project of this size. The entire value of the project will be awarded through open, competitive processes, at either the general contractor and/or the subcontractor level.
2. **The awarding of a construction contract for the Project using CM/GC method would offer the County critical construction expertise and value to the Project. This finding is supported by the following information required by ORS 279C.335(2)(b) and ORS 279C.330.**

- A. SPECIALIZED EXPERTISE:** Early selection of the CM/GC creates more informed, better quality decision making by the project team. A more efficient design and construction team saves the County money and helps the team anticipate and mitigate challenges in the current construction market.

This exemption will allow Deschutes County to proactively seek construction and constructability expertise during the design process, well in advance of the standard competitive bid timeline, to address the complexities of existing conditions and the current construction market, to help inform the best decisions on behalf of the County. Value will be added to the Project, via early and time-critical construction expertise, that could not otherwise be obtained to the same depth, duration, or quality.

- a. **COORDINATION:** Use of a CM/GC in conjunction with the team approach will result in a better coordinated Project. By having the CM/GC part of the project team early, the CM/GC will have time to fully evaluate and understand the existing facilities and systems, along with the intended design direction prior to start of construction. This information will inform design direction and approach to site logistics and safety and security measures during construction.
- b. The CM/GC clarifies several critical variables valuable to the Project design. The CM/GC will guarantee the maximum price (GMP) to complete the Project; determines the construction schedule; establishes the sequence of work; is contractually bound to implement the final Project design within the GMP; and participates as an essential member of the Project design and construction team. By utilizing the Request for Proposal selection process, which allows the County to consider factors such as experience and expertise in addition to price, the County will ensure that the selected CM/GC will be competent addition to the team.

The CM/GC would help assess material selections relative to lead time issues, best opportunities to secure subcontractors and labor for trade coverage, better pricing, and will

help discuss and/or adjust the work plan to address project and construction market needs. This component cannot be addressed by the usual design/bid/build method of construction because selection is typically based on the lowest bidder and occurs at the completion of the design process.

- c. **CONSTRUCTION COORDINATION:** A CM/GC participating on this Project would provide timely assistance and support to the development of the design and the most suitable approach to accommodate existing infrastructure and safety for the adjacent tenant.
- d. **MARKET CONDITIONS:** As well as the multitude of construction market factors that currently exist today in Oregon and Washington (e.g., supply chain and lead time issues, construction labor shortages, significant competition of and with other projects), the difficulty in establishing the best work sequence complicates our ability to accurately estimate the cost of this Project. The current construction market challenges the interest and capacity for contractors to bid for jobs. CM/GC Services, an alternative contracting method, will be more likely to result in a more experienced and better suited contractor for this Project than the usual competitive/low bid procurement.

B. OPERATIONAL, BUDGET, FINANCIAL DATA

- a. **BUDGET:** The County has a fixed budget available for the Project, as well as a desired “as soon as possible” project delivery date. Early reliable pricing provided by the CM/GC, as well as scheduling and procuring help with long lead items during the design phase will allow for the potential to mitigate later related challenges.
- b. **LONG TERM COSTS:** The Project will require expertise regarding the constructability and long-term cost/benefit analysis of innovative design. This knowledge is best obtained directly from the construction industry. Many decisions will be required during the design process that will encompass immediate feedback on constructability and pricing. Under the traditional design-bid-build process, there is a high risk of increased change orders and schedule impacts for Project of this size and complexity. Since there are significant costs associated with delay, time is of the essence. Because the contractor participates during the design phase, the CM/GC process will assist in providing a scope of work, constructible design and phasing solutions that best meet the requirements of the Project with significantly lower risk to the Project’s costs. Involving the CM/GC during design will also allow Project risks to be addressed early and teamwork between the County, the design consultants, and the construction contractor (CM/GC) to minimize those risks.
- c. **FEWER CHANGE ORDERS:** When the CM/GC participates in the design process, fewer change orders occur during project construction. This is due to the CM/GC’s better understanding of the owner’s needs, the existing building and the architectural and engineering team’s intent. As a result, the Project is more likely to be completed on time and within budget. In addition, fewer change orders reduce the administrative time and costs of project management for both the County and the contractor.
- d. **GMP CHANGE ORDERS COST LESS:** CM/GC change orders will be processed at a lower cost under the GMP. The design-bid-build method typically results in the contractor charging 15%+ markup on construction change orders. The GMP method applies lower predetermined markups.

- e. **POTENTIAL SAVINGS:** Under the GMP method the County will enjoy the full savings, if actual costs are below the GMP. When the CM/GC completes the Project, any savings between the GMP and the actual cost accrue to the County.
- f. **CONTRACTOR'S FEE IS LESS:** Contracts with CM/GC's are designed to create a better working relationship with the contractor. Consequentially, the overhead and profit fee is typically slightly lower than the fee anticipated on similar design-bid-build contracts.

C. ADDITIONAL PUBLIC BENEFITS

- a. **TIME SAVINGS:** The use of CM/GC as an alternative contracting method allows for more streamlined construction documents, in lieu of a fully bid set where everything needs to be documented for pricing. This will help streamline the project and the completion date.
- b. **COST SAVINGS:** The Project will benefit from the active involvement of a CM/GC contractor during the design process in the following ways:
 - i. The contractor's input regarding material availability and lead times, as well as the cost-effectiveness of various alternatives will guide the design toward the most economic choices.
 - ii. Consideration of the specific equipment available to the contractor will allow the designer to implement solutions that utilize the capacity and availability of that equipment.
 - iii. The contractor will be able to provide current and reliable information regarding the cost of materials that are experiencing price volatility and the availability of scarce materials.
 - iv. The contractor will also be able to order materials while design is being completed in order to avoid inflationary price increases and/or lead time issues, to mitigate the lead-times that may be required for scarce materials.
- c. **GUARANTEED MAXIMUM PRICE (GMP) ESTABLISHES A MAXIMUM PRICE PRIOR TO COMPLETION OF DOCUMENTS:** The CM/GC will be able to obtain a complete understanding of the County's needs, the architect's design intent, the scope of the Project, and the operational needs of the Project by participating in the construction document phase. With the CM/GC participating in this phase they will be able to offer suggestions for improvement and make suggestions that will reduce costs. With the benefit of this knowledge, the CM/GC will also be able to guarantee a maximum price to be paid by the County for constructing the Project.

D. VALUE ENGINEERING

- a. **WITH THE DESIGN-BID-BUILD PROCESS:** If the County were to utilize the design-bid-build method, the contractor would not participate in this evaluation. In conducting value engineering under the design-bid-build approach, a value engineering consultant is hired to participate in the design and cost evaluation process. This process adds extra costs and administrative complications, without providing the same benefits of early and committed through construction contractor participation.
- b. **WITH CM/GC:** The CM/GC process offers a unique opportunity for value engineering that is not possible through the design-bid-build process. Value engineering is the means used to determine the best project design that meets the needs and priorities of the owner, within the

owner's budget. Value engineering is done most effectively by a team consisting of the owner, architect, consultants, and the contractor. When the contractor participates, the team can render the most comprehensive evaluation of all factors that affect the cost, quality, and schedule of the project.

- i. The CM/GC method has the benefit of:
 - the ability to best set/anticipate the schedule within these current market conditions;
 - the ability to anticipate long lead items and how to best gain subcontractor commitment to this project,

Through integrated participation, a project's scope and design evolve that has greater value for the owner, and is not likely to be the same project or product created by the design-bid-build method.

CONCLUSIONS OF LAW

The above "Findings" show that the CM/GC process for the Construction of the North County Services project/s complies with the requirements of ORS.279C.335(2) for exemption of the project from competitive bidding.

PROPOSED ORDER**ORDER GRANTING EXEMPTION FROM COMPETITIVE BIDDING, AUTHORIZING THE CONSTRUCTION OF THE North County Campus/236 and 244 Kingwood Remodel PROJECT BY MEANS OF A CONSTRUCTION MANAGER/GENERAL CONTRACTOR AND AUTHORIZING SELECTION BY REQUEST FOR PROPOSAL**

WHEREAS, the Board of County Commissioners of Deschutes County is the Local Contract Review Board for the County and in that capacity has authority to exempt certain contracts from competitive bidding requirements of 279C and associated county code provision, and

WHEREAS, the Board has determined that the Construction of the North County Campus/236 and 244 Kingwood Remodel Project should be constructed by a CM/GC.

The Board finds as follows:

1. The Board adopts the specific "Findings of Fact" set forth above.
2. The "Findings" show that an exemption from competitive bidding for the project complies with the requirements of ORS 279C.335 (2) and the Attorney General's Model Contract Rules, OAR 137-049-0630 (2) for exemption of the project from competitive bidding.

NOW, THEREFORE, the Board of Commissioners orders as follows:

The contract for the construction of the North County Campus/236 and 244 Kingwood Remodel Project in Redmond , Oregon by a Construction Manager/General Contractor is exempted from competitive bidding and the CM/GC shall be selected by the Request-for-Proposals method in accordance with the Attorney General's Model Contract Rules and the process described in the above findings.

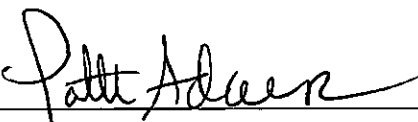
Dated this 8 of December, 2021



ANTHONY DeBONE, Chair, County Commissioner



PHIL CHANG, Vice Chair, County Commissioner



PATTI ADAIR, County Commissioner



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: December 8, 2021

SUBJECT: Construction Manager/General Contractor Findings of Fact for the North County Campus 236 and 244 Kingwood Remodel Project

RECOMMENDED MOTION:

Move approval of Document No. 2021-978 Construction Manager General Contractor Findings of Fact for the North County Campus 236 and 244 Kingwood Remodel Project.

BACKGROUND AND POLICY IMPLICATIONS:

The Facilities Department is developing plans and specifications for the North County Campus at 236 and 244 Kingwood in Redmond, Oregon. This Findings of Facts establish the basis for the use of the Construction Manager/General Contractor method of contracting as an alternative method due to current market conditions which include labor shortages, global and local supply chain issues, and the significant number of local public projects slated for construction over the coming year. The Facilities Department is seeking to utilize CM/GC services, an alternative method of contracting, based on the attached Findings of Fact.

BUDGET IMPACTS:

No budget impact at this time. If approved, this alternative, qualifications-based method would be used to select a CM/GC which would participate in the project design and solicit competitive bids for sub-contractor scopes of work and would manage and deliver the construction of the project. This project is budgeted for FY 2022 in Campus Improvements Fund 463.

ATTENDANCE:

Lee Randall

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: December 3, 2021

Department: Facilities

Contractor/Supplier/Consultant Name: n/a

Contractor Contact: n/a

Contractor Phone #: n/a

Type of Document: Findings of Fact

Goods and/or Services: n/a

Background & History:

The Facilities Department is developing plans and specifications for the North County Campus at 236 and 244 Kingwood in Redmond, Oregon. This Findings of Facts establish the basis for the use of the Construction Manager/General Contractor method of contracting as an alternative method due to current market conditions which include labor shortages, global and local supply chain issues, and the significant number of local public projects slated for construction over the coming year. The Facilities Department is seeking to utilize CM/GC services, an alternative method of contracting, based on the attached Findings of Fact.

Agreement Starting Date: December 8, 2021 **Ending Date:** n/a

Annual Value or Total Payment: \$ N/A

☐ Insurance Certificate Received (check box)
Insurance Expiration Date: n/a

Check all that apply:

- ☐ RFP, Solicitation or Bid Process
☐ Informal quotes (<\$150K)
☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes ☐ No

Is this a Grant Agreement providing revenue to the County? ☐ Yes ☒ No


Departmental Contact and Title: Lee W. Randall, Director Phone #: 541-617-4711

Department Director Approval:  12/2/21
Signature Date

Distribution of Document: Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Official Review:

County Signature Required (check one) ☒ BOCC ☐ Department Director (if <\$25K)
☐ Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review  Date 12/7/21

Document Number 2021-978



Deschutes County
Courthouse Expansion
BUDGET STATUS REPORT
Current Through: 4/16/2025

	Budgeted Amounts		Actual Spend	Remaining	Comments
	Original Budget	Revised Budget	to Date	Balance	
CONSTRUCTION COSTS					
Cost of Work - Construction	\$ 32,510,428	\$ 37,529,793	\$ 12,816,338	\$ 24,713,455	Pence Contract (thru OCO #3)
Contractor's Contingency	\$ 1,641,965	\$ 1,641,965	\$ 52,924	\$ 1,589,041	6.04% Contractor's Contingency Remaining
Subtotal	34,152,393	39,171,758	12,869,262	26,302,496	
AJ Tucker - Demolition, Stone Salvage, and Storage	-	172,426	138,182	34,244	Pence Contract (\$34,244 credited back)
Subtotal Construction Costs	34,152,393	39,344,184	13,007,444	26,336,740	
DIRECT COSTS					
Architecture / Engineering / Interiors / Low Voltage	2,800,397	2,906,643	2,583,977	322,666	LRS ASAs (thru #10)
CM/GC Pre-Construction	62,040	62,040	62,040	-	Pence Contract
Land Use Attorney	50,000	30,000	-	30,000	
Land / Building Survey / TOPO	40,000	30,000	15,150	14,850	
Arborist / Tree Surgeon	9,799	-	-	-	
Historic Conservationist/Tribal Survey	20,000	-	-	-	
Geotechnical Reports and Inspections	39,197	39,197	14,200	24,997	
Commissioning	97,000	97,000	27,580	69,420	
Traffic Impact Analysis	35,000	15,000	6,500	8,500	
Hazmat Assessment / Abatement	60,000	30,000	-	30,000	
Construction Testing and Special Inspections	100,000	70,000	36,907	33,093	
Miscellaneous (Marketing, Postcards, Prints/reprographics)	-	-	1,661	(1,661)	
Unknown Additional Services Contingency	165,672	-	-	-	
Subtotal Direct Costs	3,479,105	3,279,880	2,748,015	531,865	
ADMINISTRATION COSTS					
Project Management / Owners Representative	401,220	589,754	391,620	198,134	Cumming Contract thru ASA #3
Subtotal Administration Costs	401,220	589,754	391,620	198,134	
OTHER PROFESSIONAL FEES					
Miscellaneous / Insurance	78,394	69,889	69,889	-	
Subtotal Other Professional Fees	78,394	69,889	69,889	-	
PERMITS AND FEES					
Land Use Approval	48,996	48,996	-	48,996	Used for Plan Check and Permits
Plan Check and Permits	342,974	442,974	997,894	(554,920)	
System Development Charges (SDC's) and Engineering Review	385,320	485,320	-	485,320	Used for Plan Check and Permits
BOLI Fee	7,500	7,500	8,890	(1,390)	Used for Plan Check and Permits
Unknown Additional Permits and Fees Contingency	117,719	147,719	147,719	-	Used for Plan Check and Permits
Subtotal Permits and Fees	902,509	1,132,509	1,154,502	(21,994)	



Deschutes County
Courthouse Expansion
BUDGET STATUS REPORT
Current Through: 4/16/2025

	Budgeted Amounts		Actual Spend to Date	Remaining Balance	Comments
	Original Budget	Revised Budget			
OWNER COSTS / THIRD PARTY CONTRACTS					
FFE (incl A-V Systems / communications, fit-out)	900,000	650,000	-	650,000	Includes OJD's \$500k
External / Internal Signage	25,000	25,000	-	25,000	
Telephone / Data / Network Build	58,796	58,796	-	58,796	
Mover / Relocation / Temp Facilities/ Fairgrounds Building Rental	50,000	50,000	11,178	38,822	
Misc / Bldg & Grounds R&M / Supplies / Furn & Fixt.	-	-	51,842	(51,842)	
Travel Expenses	-	-	434	(434)	
City Services & Street Improvements & Utility Connections	215,584	165,584	25,858	139,726	
Green Energy Costs Mandated per Oregon State (1.5%)	600,000	658,457	182,250	476,207	
County Contingency	1,114,438	1,448,373	-	1,448,373	4.86%
Subtotal Owner Costs / Third Party Contracts	2,963,818	3,056,210	271,562	2,784,648	
PROJECT TOTALS	\$ 41,977,438	\$ 47,472,426	\$ 17,643,032	\$ 29,829,393	

Original Budget	\$	42,000,000	
Budget Adjustment		1,900,000	(2/21/2024)
Budget Adjustment		2,900,000	(1/29/2025)
Subtotal	\$	46,800,000	

Courthouse Expansion Funding Sources

Bond Proceeds	\$	20,500,000	Revised to show net proceeds less bond issuance costs
State of Oregon Expansion		15,000,000	
State of Oregon Remodel		1,500,000	Initial transfer from State of Oregon was previously included in the Reserves line item
LATCF		4,622,145	
Interest		3,425,000	
Reserves		1,752,855	Reduced to reflect State of Oregon Remodel contribution listed separately as shown above
Total	\$	46,800,000	

Worked tracked by County with funds from other sources

AJ Tucker	\$	172,426
OJD FF&E		500,000
Total Budget	\$	47,472,426



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 21, 2025

SUBJECT: Treasury Report for March 2025

ATTENDANCE:

Bill Kuhn, County Treasurer



MEMORANDUM

DATE: April 21, 2025

TO: Board of County Commissioners

FROM: Bill Kuhn, Treasurer

SUBJECT: Treasury Report for March 2025

Following is the unaudited monthly treasury report for fiscal year to date (YTD) as of March 31, 2025.

Treasury and Investments

- The portfolio balance at the end of March was \$341.2 million, a decrease of \$23 million from February and an increase of \$13.3 million from last year (March 2024).
- Net investment income for March was \$1,124K, approximately \$40.5k higher than last month and \$205.9k greater than March 2024. YTD earnings of \$9,119,207 are \$2,437,382 more than the YTD earnings last year.
- All portfolio category balances are within policy limits.
- The LGIP interest rate declined to 4.60% during the month of March. Benchmark returns for 24-month treasuries were down 9 basis points and 36-month treasuries were down 8 basis points from the prior month.
- The average portfolio yield declined slightly to 3.96%, which was down 3 bps from last month's average %.
- The portfolio weighted average time to maturity was 1.13 years.

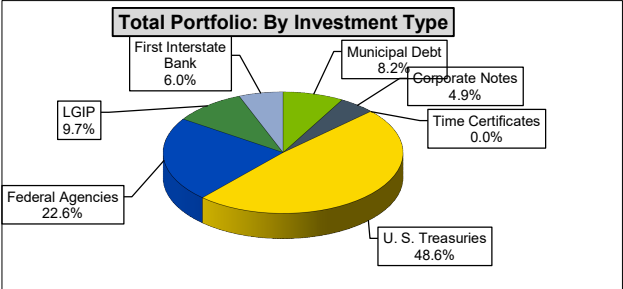
Deschutes County

Total Investment Portfolio As Of 3/31/2025



Portfolio Breakdown: Par Value by Investment Type		
Municipal Debt	28,050,000	8.2%
Corporate Notes	16,663,000	4.9%
	-	0.0%
U.S. Treasuries	165,800,000	48.6%
Federal Agencies	77,145,000	22.6%
LGIP	33,174,397	9.7%
First Interstate (Book Balance)	20,385,159	6.0%
Total Investments	\$ 341,217,556	100.0%

Investment Income		
	Mar-25	Y-T-D
Total Investment Income	\$ 1,136,300	\$ 9,227,207
Less Fee: \$12,000 per month	(12,000)	(108,000)
Investment Income - Net	\$ 1,124,300	\$ 9,119,207
Prior Year Comparison	Mar-24	
	918,517	\$ 6,681,825



Category Maximums:	
U.S. Treasuries	100%
LGIP (\$61,749,000)	100%
Federal Agencies	100%
Banker's Acceptances	25%
Time Certificates	50%
Municipal Debt	25%
Corporate Debt	25%

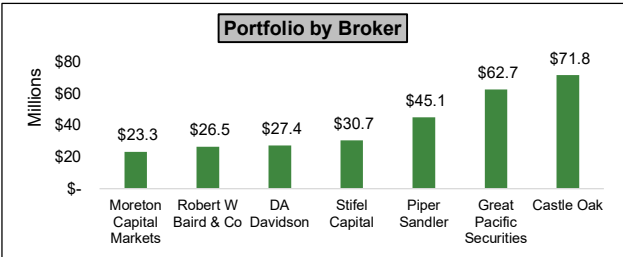
Yield Percentages		
	Current Month	Prior Month
FIB/ LGIP (avg)	4.43%	4.48%
Investments	3.87%	3.83%
Average	3.96%	3.99%

Maturity (Years)	
Max	3.25
Weighted Average	1.13

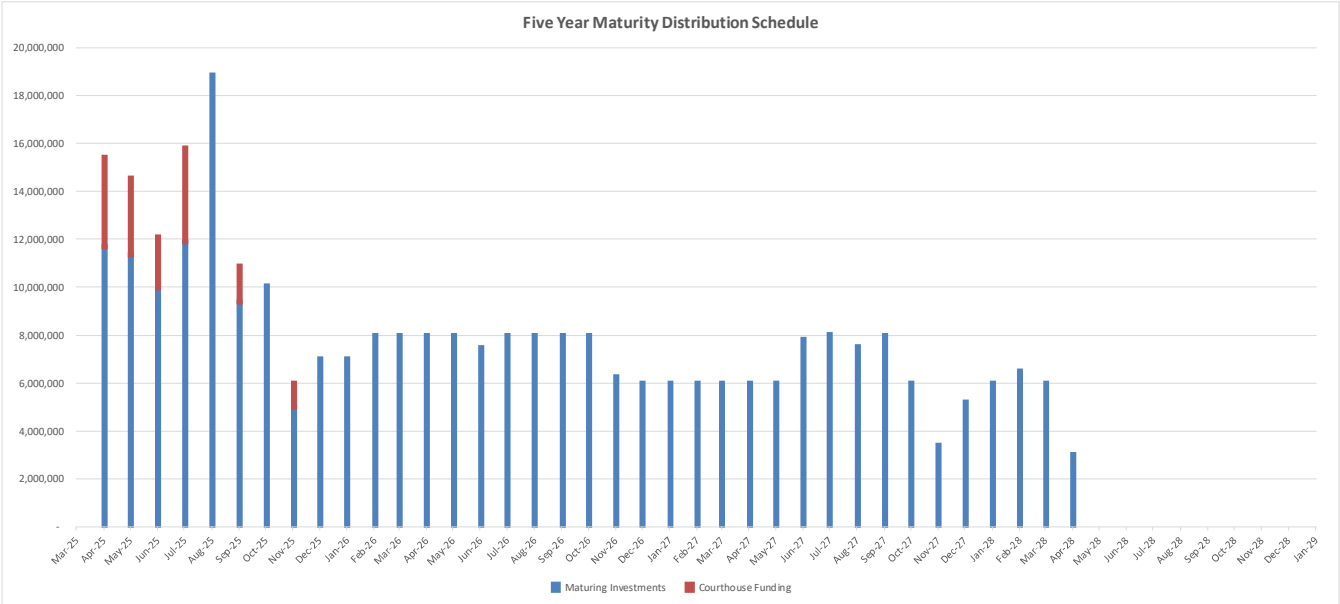
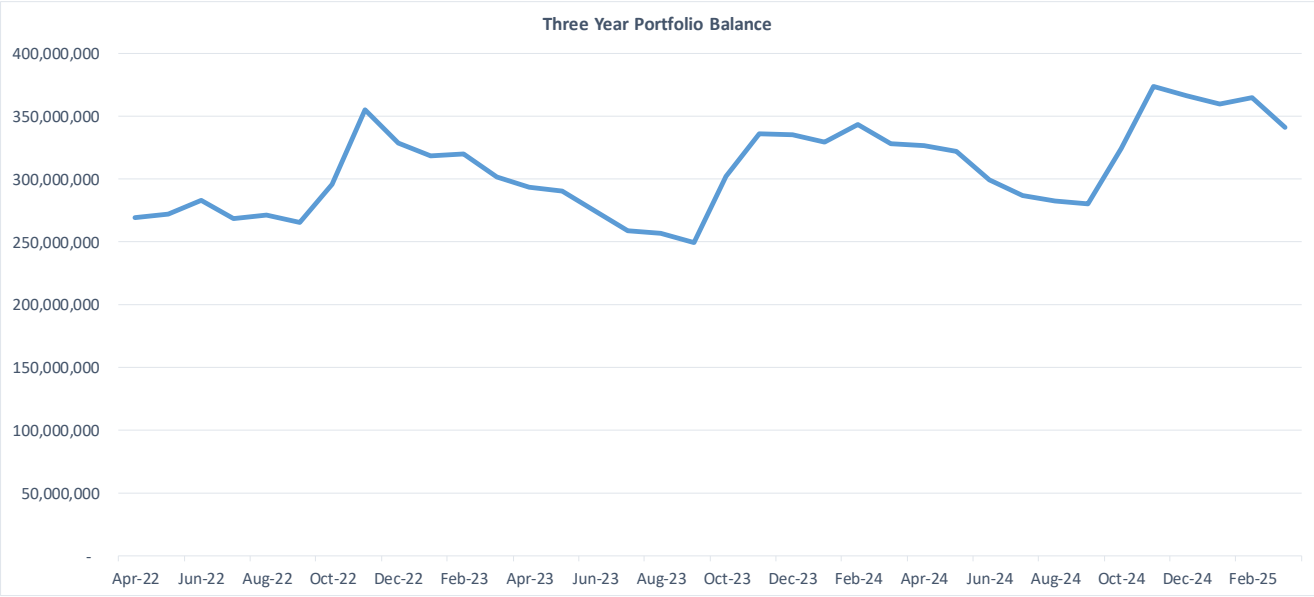
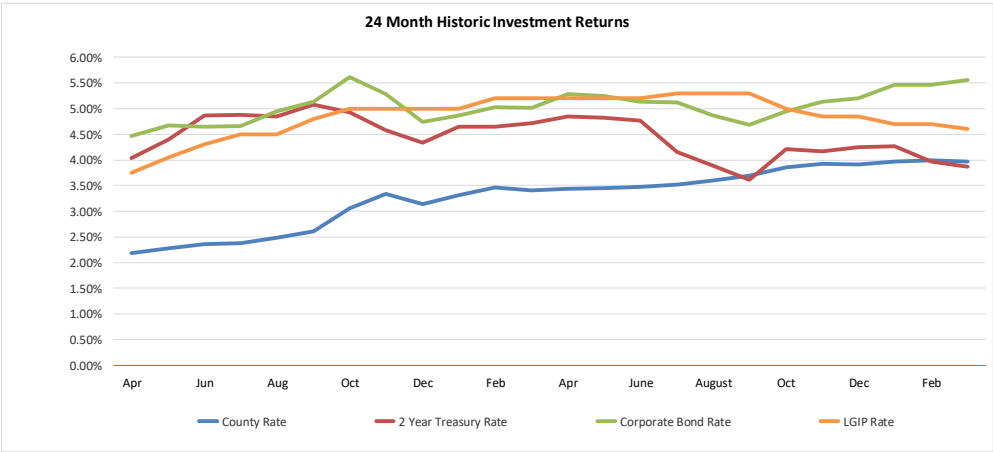
Benchmarks		
24 Month Treasury	3.87%	3.96%
LGIP Rate	4.60%	4.70%
36 Month Treasury	3.85%	3.93%

Term	Minimum	Actual
0 to 30 Days	10%	19.1%
Under 1 Year	25%	50.4%
Under 5 Years	100%	100.0%

Other	Policy	Actual
Corp Issuer	5%	2.1%
Callable	25%	10.8%
Weighted Ave.	AA2	AA1



Investment Activity	
Purchases in Month	\$ 8,000,000
Sales/Redemptions in Month	\$ 9,000,000



Deschutes County Investments
Portfolio Management
Portfolio Details - Investments
March 31, 2025

Inv #	Inv Type	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings		Coupon Rate	Par Value	Market Value	Book Value	Call Date	
asset_n_r	invtype_rd	cusipnu_rd	issuerna_i	purfrom_rd	purdate_rd	maturda_rd	daystom_rc	Moody's	S&P/Fitch	curr_rate	ymt365_rd	remface_rd	mktvalu_rd	bookval_rd	optiond_rd
10988	FAC	3130H0AV5	Federal Agriculture Mtg Corp	MORETN	12/12/2023	10/1/2025	183			2.55	4.87	2,000,000	1,982,773	1,978,024	- -
11024	FAC	31424WHG0	Federal Agriculture Mtg Corp	PS	4/29/2024	4/16/2027	745			4.8	4.88	2,000,000	2,032,132	1,996,804	- -
10763	FAC	3133EL3P7	Federal Farm Credit Bank	R W B	8/12/2020	8/12/2025	133	Aaa	AA+	0.53	0.53	3,000,000	2,958,896	3,000,000	- -
10764	FAC	3133EL3H5	Federal Farm Credit Bank	MORETN	8/12/2020	8/12/2025	133	Aaa	AA+	0.57	0.57	3,000,000	2,960,018	3,000,000	- -
10971	FAC	3133EPPR0	Federal Farm Credit Bank	GPAC	11/17/2023	4/10/2026	374	Aaa	AA+	4.625	4.77	2,000,000	2,011,343	1,997,165	- -
10975	FAC	3133EPPR0	Federal Farm Credit Bank	GPAC	11/22/2023	4/10/2026	374	Aaa	AA+	4.625	4.81	2,000,000	2,011,343	1,996,396	- -
10985	FAC	3133EPC37	Federal Farm Credit Bank	PS	12/8/2023	11/13/2025	226	Aaa	AA+	4.875	4.64	1,000,000	1,003,536	1,001,358	- -
10987	FAC	3133EHVV1	Federal Farm Credit Bank	PS	12/12/2023	9/1/2026	518	Aaa	AA+	2.4	4.59	2,000,000	1,955,169	1,942,280	- -
11006	FAC	3133EPL37	Federal Farm Credit Bank	R W B	12/19/2023	12/8/2025	251	Aaa	AA+	4.625	4.50	2,000,000	2,004,650	2,001,637	- -
11094	FAC	3133EMXW7	Federal Farm Credit Bank	DA DAV	1/17/2025	4/28/2028	1123	Aaa	AA+	1.4	4.39	1,000,000	925,128	915,208	- -
11095	FAC	3133ERT84	Federal Farm Credit Bank	GPAC	1/17/2025	1/14/2028	1018	Aaa	AA+	4.25	4.31	2,000,000	2,015,023	1,997,132	- -
10937	FAC	3130AK5E2	Federal Home Loan Bank	R W B	11/18/2022	9/4/2025	156	Aaa	AA+	0.375	4.26	2,000,000	1,966,572	1,969,151	- -
10947	FAC	3130ASR92	Federal Home Loan Bank	MORETN	11/30/2022	5/16/2025	45	Aaa	AA+	4	5.14	2,000,000	1,998,613	1,998,522	- -
10964	FAC	3130AWKM1	Federal Home Loan Bank	R W B	11/16/2023	12/12/2025	255	Aaa	AA+	4.75	4.95	2,000,000	2,008,200	1,997,375	- -
10972	FAC	3130AXB31	Federal Home Loan Bank	R W B	11/17/2023	3/13/2026	346	Aaa	AA+	4.875	4.78	2,000,000	2,013,986	2,001,646	- -
10976	FAC	3130ALAJ3	Federal Home Loan Bank	PS	11/22/2023	8/25/2026	511	Aaa	AA+	0.7	4.97	2,000,000	1,908,791	1,889,658	5/25/2025
10984	FAC	3130AWLY4	Federal Home Loan Bank	PS	12/8/2023	6/13/2025	73	Aaa	AA+	5.125	4.80	2,145,000	2,148,128	2,146,326	- -
11005	FAC	3130ALSW5	Federal Home Loan Bank	R W B	12/19/2023	3/13/2026	346	Aaa	AA+	0.875	4.39	2,000,000	1,939,308	1,937,062	- -
11023	FAC	3130AL5A8	Federal Home Loan Bank	STIFEL	3/21/2024	2/26/2027	696	Aaa	AA+	0.9	4.57	2,000,000	1,888,340	1,870,597	5/26/2025
11025	FAC	3130AVBC5	Federal Home Loan Bank	PS	4/29/2024	3/12/2027	710	Aaa	AA+	4.5	4.87	2,000,000	2,020,680	1,986,482	- -
11030	FAC	3130B32T9	Federal Home Loan Bank	DA DAV	10/4/2024	10/1/2027	913	Aaa	AA+	4	4.00	1,000,000	993,142	1,000,000	10/1/2025
11043	FAC	3130B3DN0	Federal Home Loan Bank	GPAC	11/6/2024	10/21/2025	203	Aaa		4.125	4.30	2,000,000	1,998,665	1,998,087	- -
11047	FAC	3130B2Y33	Federal Home Loan Bank	DA DAV	11/6/2024	6/17/2027	807	Aaa	AA+	4.125	4.28	2,000,000	1,995,352	1,993,605	6/17/2025
11062	FAC	3130AL2X1	Federal Home Loan Bank	DA DAV	11/22/2024	2/17/2027	687	Aaa	AA+	0.85	4.35	2,000,000	1,887,111	1,876,002	5/17/2025
10766	FAC	3134GWND4	Federal Home Loan Mtg Corp	CASTLE	8/14/2020	8/12/2025	133	Aaa		0.6	0.61	2,000,000	1,972,744	1,999,927	5/12/2025
10905	FAC	3134GWZV1	Federal Home Loan Mtg Corp	CASTLE	7/8/2022	10/22/2025	204	Aaa		0.65	3.20	2,000,000	1,958,669	1,973,173	- -
10944	FAC	3137EAEX3	Federal Home Loan Mtg Corp	MORETN	11/18/2022	9/23/2025	175	Aaa	AA+	0.375	4.27	2,000,000	1,962,776	1,965,298	- -
10955	FAC	3137EAEU9	Federal Home Loan Mtg Corp	CASTLE	11/30/2022	7/21/2025	111	Aaa	AA+	0.375	4.31	2,000,000	1,976,373	1,977,529	- -
11033	FAC	3134GVYY8	Federal Home Loan Mtg Corp	GPAC	10/4/2024	11/26/2027	969	Aaa		1	3.65	1,000,000	923,167	933,673	5/26/2025
11041	FAC	3134HATD5	Federal Home Loan Mtg Corp	DA DAV	10/25/2024	10/22/2027	934	Aaa	AA+	3.75	4.16	1,000,000	989,781	990,166	- -
11054	FAC	3134GW6C5	Federal Home Loan Mtg Corp	PS	11/15/2024	10/28/2026	575	Aaa		0.8	4.31	2,000,000	1,901,713	1,895,149	4/28/2025
10765	FAC	3136G4N74	Federal National Mtg Assn	MORETN	8/21/2020	8/21/2025	142	Aaa	AA+	0.56	0.56	3,000,000	2,957,361	3,000,000	5/21/2025
10767	FAC	3136G4L84	Federal National Mtg Assn	CASTLE	8/18/2020	8/18/2025	139	Aaa	AA+	0.57	0.59	2,000,000	1,971,398	1,999,849	5/18/2025
10770	FAC	3136G4X24	Federal National Mtg Assn	PS	8/28/2020	8/29/2025	150	Aaa	AA+	0.6	0.60	1,000,000	986,618	1,000,000	- -
10772	FAC	3136G4N74	Federal National Mtg Assn	R W B	8/27/2020	8/21/2025	142	Aaa	AA+	0.56	0.57	1,000,000	985,787	999,980	5/21/2025
10773	FAC	3136G4X24	Federal National Mtg Assn	CASTLE	8/28/2020	8/29/2025	150	Aaa	AA+	0.6	0.60	1,000,000	986,618	1,000,000	- -
10774	FAC	3136G4N74	Federal National Mtg Assn	R W B	9/3/2020	8/21/2025	142	Aaa	AA+	0.56	0.56	2,000,000	1,971,574	2,000,000	5/21/2025
10793	FAC	3135GA2N0	Federal National Mtg Assn	R W B	11/4/2020	11/4/2025	217	Aaa	AA+	0.55	0.55	2,000,000	1,957,003	2,000,000	- -
10796	FAC	3135G06G3	Federal National Mtg Assn	CASTLE	11/12/2020	11/7/2025	220	Aaa	AA+	0.5	0.57	2,000,000	1,954,571	1,999,138	- -
10952	FAC	3135G03U5	Federal National Mtg Assn	R W B	11/30/2022	4/22/2025	21	Aaa	AA+	0.625	4.43	2,000,000	1,995,460	1,995,843	- -
11026	FAC	3135GAS85	Federal National Mtg Assn	R W B	5/14/2024	5/14/2027	773	Aaa	AA+	5	5.16	2,000,000	1,997,499	1,993,882	5/14/2025
10904	TRC	91282CEH0	U.S. Treasury	MORETN	7/8/2022	4/15/2025	14	Aaa	AA+	2.625	3.08	2,000,000	1,998,622	1,999,667	- -
10920	TRC	91282ZL7	U.S. Treasury	PS	10/3/2022	4/30/2025	29	Aaa		0.375	4.22	2,000,000	1,993,699	1,994,270	- -
10921	TRC	91282ZT0	U.S. Treasury	PS	10/3/2022	5/31/2025	60	Aaa		0.25	4.23	2,000,000	1,986,615	1,987,747	- -
10935	TRC	91282CEU1	U.S. Treasury	MORETN	11/4/2022	6/15/2025	75	Aaa		2.875	4.65	2,000,000	1,993,922	1,993,201	- -
10936	TRC	91282CEY3	U.S. Treasury	MORETN	11/4/2022	7/15/2025	105	Aaa		3	4.66	2,000,000	1,992,461	1,991,113	- -
10945	TRC	9128285C0	U.S. Treasury	MORETN	11/18/2022	9/30/2025	182	Aaa		3	4.19	2,000,000	1,988,078	1,988,918	- -
10946	TRC	91282CEY3	U.S. Treasury	MORETN	11/18/2022	7/15/2025	105	Aaa		3	4.25	2,000,000	1,992,461	1,993,251	- -
10958	TRC	91282CEY3	U.S. Treasury	PS	11/30/2022	7/15/2025	105	Aaa		3	4.29	2,000,000	1,992,461	1,993,020	- -
10959	TRC	91282CEU1	U.S. Treasury	PS	11/30/2022	6/15/2025	75	Aaa		2.875	4.29	2,000,000	1,993,922	1,994,550	- -
10963	TRC	91282CHM6	U.S. Treasury	STIFEL	9/29/2023	7/15/2026	470	Aaa		4.5	4.88	3,000,000	3,018,047	2,986,315	- -
10965	TRC	91282CGE5	U.S. Treasury	CASTLE	11/16/2023	1/15/2026	289	Aaa		3.875	4.84	2,000,000	1,996,609	1,985,671	- -
10966	TRC	91282CGL9	U.S. Treasury	CASTLE	11/16/2023	2/15/2026	320	Aaa		4	4.82	2,000,000	1,997,641	1,986,496	- -
10969	TRC	91282CHB0	U.S. Treasury	PS	11/17/2023	5/15/2026	409	Aaa		3.625	4.66	2,000,000	1,990,859	1,978,300	- -
10970	TRC	91282CHU8	U.S. Treasury	GPAC	11/17/2023	8/15/2026	501	Aaa		4.375	4.63	2,000,000	2,009,844	1,993,398	- -
10973	TRC	91282CJC6	U.S. Treasury	STIFEL	11/17/2023	10/15/2026	562	Aaa		4.625	4.59	2,000,000	2,019,297	2,000,927	- -
10974	TRC	91282CHB0	U.S. Treasury	GPAC	11/22/2023	5/15/2026	409	Aaa		3.625	4.67	2,000,000	1,990,859	1,978,109	- -
10977	TRC	91282CGL9	U.S. Treasury	CASTLE	11/22/2023	2/15/2026	320	Aaa		4	4.74	2,000,000	1,997,641	1,987,745	- -

Inv #	Inv Type	CUSIP	Security	Broker	Purchase Date	Maturity Date	Days To Maturity	Ratings		Coupon Rate	YTM 365	Par Value	Market Value	Book Value	Call Date
								Moodys	S&P/Fitch						
10978	TRC	91282CGR6	U.S. Treasury	CASTLE	11/22/2023	3/15/2026	348	Aaa		4.625	4.71	2,000,000	2,010,000	1,998,389	- -
10980	TRC	91282CEY3	U.S. Treasury	GPAC	12/8/2023	7/15/2025	105	Aaa		3	4.73	3,200,000	3,187,938	3,184,833	- -
10981	TRC	91282CFK2	U.S. Treasury	GPAC	12/8/2023	9/15/2025	167	Aaa		3.5	4.66	1,500,000	1,495,336	1,492,438	- -
10983	TRC	91282CEH0	U.S. Treasury	DA DAV	12/8/2023	4/15/2025	14	Aaa	AA+	2.625	4.85	3,700,000	3,697,451	3,696,978	- -
10986	TRC	912828XB1	U.S. Treasury	DA DAV	12/8/2023	5/15/2025	44	Aaa		2.125	4.82	3,200,000	3,191,281	3,190,077	- -
10991	TRC	91282CGA3	U.S. Treasury	DA DAV	12/12/2023	12/15/2025	258	Aaa		4	4.68	2,000,000	1,998,422	1,990,931	- -
10992	TRC	91282CGE5	U.S. Treasury	R W B	12/12/2023	1/15/2026	289	Aaa		3.875	4.64	2,000,000	1,996,609	1,988,549	- -
10994	TRC	91282CHN4	U.S. Treasury	GPAC	12/12/2023	7/31/2025	121	Aaa		4.75	4.84	700,000	700,984	699,795	- -
10995	TRC	912828P46	U.S. Treasury	STIFEL	12/12/2023	2/15/2026	320	Aaa		1.625	4.62	2,000,000	1,957,266	1,950,681	- -
10996	TRC	91282CJC6	U.S. Treasury	STIFEL	12/12/2023	10/15/2026	562	Aaa		4.625	4.46	2,000,000	2,019,297	2,004,717	- -
10997	TRC	91282CJK8	U.S. Treasury	STIFEL	12/12/2023	11/15/2026	593	Aaa		4.625	4.45	2,000,000	2,020,234	2,005,206	- -
10998	TRC	912828R36	U.S. Treasury	CASTLE	12/19/2023	5/15/2026	409	Aaa		1.625	4.26	2,000,000	1,947,344	1,944,355	- -
10999	TRC	91282CGV7	U.S. Treasury	CASTLE	12/19/2023	4/15/2026	379	Aaa		3.75	4.29	2,000,000	1,993,688	1,989,455	- -
11000	TRC	91282CFP1	U.S. Treasury	CASTLE	12/19/2023	10/15/2025	197	Aaa		4.25	4.48	2,000,000	2,000,453	1,997,574	- -
11002	TRC	91282CGL9	U.S. Treasury	GPAC	12/19/2023	2/15/2026	320	Aaa		4	4.34	2,000,000	1,997,641	1,994,265	- -
11004	TRC	91282CGE5	U.S. Treasury	GPAC	12/19/2023	1/15/2026	289	Aaa		3.875	4.38	2,000,000	1,996,609	1,992,464	- -
11021	TRC	91282CJT9	U.S. Treasury	CASTLE	3/21/2024	1/15/2027	654	Aaa		4	4.49	2,000,000	2,001,406	1,983,729	- -
11022	TRC	91282CJP7	U.S. Treasury	CASTLE	3/21/2024	12/15/2026	623	Aaa		4.375	4.50	2,000,000	2,013,438	1,995,907	- -
11031	TRC	91282CFB2	U.S. Treasury	CASTLE	10/4/2024	7/31/2027	851	Aaa		2.75	3.62	1,000,000	974,102	980,894	- -
11032	TRC	9128282R0	U.S. Treasury	CASTLE	10/4/2024	8/15/2027	866	Aaa		2.25	3.61	1,000,000	962,578	969,474	- -
11038	TRC	912828ZV5	U.S. Treasury	GPAC	10/25/2024	6/30/2027	820	Aaa		0.5	3.98	1,000,000	927,227	926,472	- -
11040	TRC	91282CFB2	U.S. Treasury	CASTLE	10/25/2024	7/31/2027	851	Aaa		2.75	4.00	1,000,000	974,102	972,721	- -
11044	TRC	91282CCP4	U.S. Treasury	GPAC	11/6/2024	7/31/2026	486	Aaa		0.625	4.23	2,000,000	1,913,125	1,908,262	- -
11046	TRC	91282CFU0	U.S. Treasury	CASTLE	11/6/2024	10/31/2027	943	Aaa		4.125	4.16	2,000,000	2,010,156	1,998,106	- -
11048	TRC	91282CLG4	U.S. Treasury	CASTLE	11/14/2024	8/15/2027	866	Aaa		3.75	4.25	2,000,000	1,992,188	1,977,628	- -
11049	TRC	91282CLP4	U.S. Treasury	CASTLE	11/14/2024	9/30/2026	547	Aaa		3.5	4.29	2,000,000	1,986,172	1,977,479	- -
11050	TRC	91282CLH2	U.S. Treasury	CASTLE	11/14/2024	8/31/2026	517	Aaa		3.75	4.30	2,000,000	1,993,359	1,985,139	- -
11051	TRC	91282CCP4	U.S. Treasury	CASTLE	11/14/2024	7/31/2026	486	Aaa		0.625	4.29	2,000,000	1,913,125	1,906,721	- -
11052	TRC	91282CFB2	U.S. Treasury	STIFEL	11/14/2024	7/31/2027	851	Aaa		2.75	4.24	2,000,000	1,948,203	1,934,932	- -
11053	TRC	91282CAL5	U.S. Treasury	GPAC	11/14/2024	9/30/2027	912	Aaa		0.375	4.25	2,000,000	1,833,125	1,819,568	- -
11055	TRC	91282CCP4	U.S. Treasury	DA DAV	11/15/2024	7/31/2026	486	Aaa		0.625	4.26	1,000,000	956,563	953,717	- -
11057	TRC	91282CKR1	U.S. Treasury	CASTLE	11/22/2024	5/15/2027	774	Aaa		4.5	4.29	2,000,000	2,022,891	2,008,361	- -
11058	TRC	91282CJK8	U.S. Treasury	CASTLE	11/22/2024	11/15/2026	593	Aaa		4.625	4.31	2,000,000	2,020,234	2,009,676	- -
11059	TRC	91282CKJ9	U.S. Treasury	CASTLE	11/22/2024	4/15/2027	744	Aaa		4.5	4.30	2,000,000	2,022,188	2,007,715	- -
11060	TRC	91282CLH2	U.S. Treasury	CASTLE	11/22/2024	8/31/2026	517	Aaa		3.75	4.35	2,000,000	1,993,359	1,983,831	- -
11061	TRC	91282CJT9	U.S. Treasury	CASTLE	11/22/2024	1/15/2027	654	Aaa		4	4.31	2,000,000	2,001,406	1,989,377	- -
11063	TRC	91282CKE0	U.S. Treasury	DA DAV	11/22/2024	3/15/2027	713	Aaa		4.25	4.28	2,000,000	2,011,797	1,998,765	- -
11066	TRC	91282CJC6	U.S. Treasury	PS	11/22/2024	10/15/2026	562	Aaa		4.625	4.32	2,000,000	2,019,297	2,008,858	- -
11067	TRC	91282CFH9	U.S. Treasury	DA DAV	11/25/2024	8/31/2027	882	Aaa		3.125	4.30	2,000,000	1,963,359	1,947,167	- -
11068	TRC	91282CJP7	U.S. Treasury	DA DAV	11/25/2024	12/15/2026	623	Aaa		4.375	4.33	2,000,000	2,013,438	2,001,412	- -
11069	TRC	91282CJK8	U.S. Treasury	GPAC	11/25/2024	11/15/2026	593	Aaa		4.625	4.34	2,000,000	2,020,234	2,008,751	- -
11070	TRC	91282CJT9	U.S. Treasury	GPAC	11/25/2024	1/15/2027	654	Aaa		4	4.32	2,000,000	2,001,406	1,989,075	- -
11071	TRC	91282CKJ9	U.S. Treasury	GPAC	11/25/2024	4/15/2027	744	Aaa		4.5	4.31	2,000,000	2,022,188	2,007,207	- -
11072	TRC	91282CFB2	U.S. Treasury	GPAC	11/25/2024	7/31/2027	851	Aaa		2.75	4.30	2,000,000	1,948,203	1,932,292	- -
11074	TRC	91282CAL5	U.S. Treasury	CASTLE	11/25/2024	9/30/2027	912	Aaa		0.375	4.30	1,000,000	916,563	908,520	- -
11075	TRC	91282CKE0	U.S. Treasury	CASTLE	11/25/2024	3/15/2027	713	Aaa		4.25	4.32	2,000,000	2,011,797	1,997,215	- -
11076	TRC	91282CLQ2	U.S. Treasury	CASTLE	11/25/2024	10/15/2027	927	Aaa		3.875	4.30	2,000,000	1,997,813	1,979,799	- -
11077	TRC	91282CKA8	U.S. Treasury	PS	11/25/2024	2/15/2027	685	Aaa		4.125	4.32	2,000,000	2,006,484	1,992,880	- -
11078	TRC	91282CHA2	U.S. Treasury	PS	12/6/2024	4/30/2028	1125	Aaa		3.5	4.12	2,000,000	1,975,469	1,964,872	- -
11079	TRC	91282CBS9	U.S. Treasury	PS	12/6/2024	3/31/2028	1095	Aaa		1.25	4.12	2,000,000	1,850,859	1,840,774	- -
11080	TRC	91282CLL3	U.S. Treasury	PS	12/6/2024	9/15/2027	897	Aaa		3.375	4.12	2,000,000	1,975,000	1,965,826	- -
11081	TRC	91282CGC9	U.S. Treasury	DA DAV	12/6/2024	12/31/2027	1004	Aaa		3.875	4.10	2,000,000	1,998,203	1,988,436	- -
11082	TRC	91282CGP0	U.S. Treasury	STIFEL	12/6/2024	2/29/2028	1064	Aaa		4	4.12	2,000,000	2,004,531	1,993,529	- -
11083	TRC	91282CBJ9	U.S. Treasury	STIFEL	12/6/2024	1/31/2028	1035	Aaa		0.75	4.12	2,000,000	1,831,875	1,822,383	- -
11084	TRC	91282CFH9	U.S. Treasury	STIFEL	12/6/2024	8/31/2027	882	Aaa		3.125	4.12	2,000,000	1,963,359	1,954,746	- -
11085	TRC	91282CFB2	U.S. Treasury	STIFEL	12/6/2024	7/31/2027	851	Aaa		2.75	4.13	1,500,000	1,461,152	1,454,640	- -
11086	TRC	91282CKV2	U.S. Treasury	GPAC	12/6/2024	6/15/2027	805	Aaa		4.625	4.13	1,500,000	1,522,324	1,515,519	- -
11087	TRC	9128283F5	U.S. Treasury	GPAC	12/6/2024	11/15/2027	958	Aaa		2.25	4.12	2,000,000	1,917,344	1,908,431	- -
11089	TRC	9128283W8	U.S. Treasury	CASTLE	1/8/2025	2/15/2028	1050	Aaa		2.75	4.36	2,500,000	2,421,680	2,393,026	- -
11090	TRC	91282CBB6	U.S. Treasury	CASTLE	1/8/2025	12/31/2027	1004	Aaa		0.625	4.34	2,000,000	1,829,766	1,810,365	- -
11091	TRC	91282CGT2	U.S. Treasury	PS	1/8/2025	3/31/2028	1095	Aaa		3.625	4.35	2,000,000	1,983,984	1,959,696	- -
11093	TRC	91282CMF5	U.S. Treasury	DA DAV	1/15/2025	1/15/2028	1019	Aaa		4.25	4.33	2,000,000	2,017,344	1,995,794	- -
11096	TRC	9128283W8	U.S. Treasury	PS	1/17/2025	2/15/2028	1050	Aaa		2.75	4.29	2,000,000	1,937,344	1,917,794	- -
11097	TRC	91282CCE9	U.S. Treasury	STIFEL	1/17/2025	5/31/2028	1156	Aaa		1.25	4.32	1,000,000	921,172	910,330	- -
11098	TRC	91282CGT2	U.S. Treasury	CASTLE	1/17/2025	3/31/2028	1095	Aaa		3.625	4.32	2,000,000	1,983,984	1,961,361	- -

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								Moodys	S&P/Fitch						
11100	TRC	91282CJS1	U.S. Treasury	STIFEL	3/20/2025	12/31/2025	274	Aaa		4.25	4.17	1,000,000	1,000,820	1,000,517	- -
11101	TRC	91282CGV7	U.S. Treasury	CASTLE	3/20/2025	4/15/2026	379	Aaa		3.75	4.14	2,000,000	1,993,688	1,992,200	- -
11102	TRC	91282CHB0	U.S. Treasury	CASTLE	3/20/2025	5/15/2026	409	Aaa		3.63	4.13	2,000,000	1,990,859	1,988,919	- -
11103	TRC	91282CJV4	U.S. Treasury	CASTLE	3/20/2025	1/31/2026	305	Aaa		4.25	4.18	1,000,000	1,001,000	1,000,526	- -
10865	MC1	037833DN7	Apple Inc	GPAC	11/18/2021	9/1/2026	528	Aaa	AA+	2.05	1.46	2,000,000	1,942,237	2,016,533	7/11/2026
11039	MC1	037833DB3	Apple Inc	GPAC	10/25/2024	9/12/2027	894	Aaa	AA+	2.90	4.10	1,000,000	971,877	972,542	6/12/2027
11045	MC1	037833DB3	Apple Inc	GPAC	11/6/2024	9/12/2027	894	Aaa	AA+	2.90	4.26	2,000,000	1,943,754	1,937,660	6/12/2027
11064	MC1	037833DN7	Apple Inc	GPAC	11/22/2024	9/1/2026	528	Aaa	AA+	2.05	4.41	2,000,000	1,942,237	1,935,100	7/11/2026
10818	MC1	166764BW9	Chevron Corp	GPAC	12/28/2020	5/11/2025	40	Aa2	AA-	1.55	0.65	1,663,000	1,657,432	1,664,650	- -
10824	MC1	166764BW9	Chevron Corp	CASTLE	1/7/2021	5/11/2025	40	Aa2	AA-	1.55	0.62	2,000,000	1,993,304	2,002,050	- -
11099	MC1	478160BY9	Johnson & Johnson	GPAC	3/20/2025	3/1/2026	334	Aaa	AAA	2.45	4.20	2,000,000	1,968,554	1,968,843	12/1/2025
11065	MC1	48125LRU8	JPMorgan Chase - Corporate N	GPAC	11/22/2024	12/8/2026	616	Aa2	AA-	5.11	4.52	2,000,000	2,025,405	2,018,705	11/8/2026
10800	MC1	98459LAA1	YALE UNIVERSITY	GPAC	11/18/2020	4/15/2025	14	Aaa	AAA	0.87	0.58	2,000,000	1,996,671	2,000,226	- -
11073	MUN	079365X8	City of Bellevue WA	STIFEL	11/25/2024	12/1/2027	974	Aaa	AAA	1.12	4.35	1,200,000	1,109,688	1,104,074	- -
10930	MUN	13048VLK2	CA ST MUNI FIN AUTH REVENUE	GPAC	10/26/2022	10/1/2025	183	A1		2.15	5.00	2,060,000	2,035,589	2,032,979	- -
10871	MUN	250325UL9	DESHUTES CTY SCH DIST #1	R W B	12/7/2021	6/15/2026	440	Aa1		1.40	1.23	2,000,000	1,935,060	2,003,972	- -
11056	MUN	473448EZ7	JEFFERSON COUNTY SCHOOL DIST	STIFEL	11/15/2024	6/15/2027	805	AA1		1.79	4.32	1,580,000	1,504,666	1,497,175	- -
11092	MUN	473448FA1	JEFFERSON COUNTY SCHOOL DIST	PS	1/8/2025	6/15/2028	1,171	AA1		1.87	4.49	1,920,000	1,790,726	1,772,013	- -
10840	MUN	498368EB1	KLAMATH CNTY OR SCH DIST	PS	7/1/2021	6/15/2025	75		AA+	0.86	0.86	400,000	397,240	400,000	- -
11034	MUN	515390PX4	Lane County School District	PS	10/9/2024	6/15/2027	805	Aa1		1.10	4.01	500,000	468,680	469,904	- -
10870	MUN	569280EX4	Salem-Keizer School District	PS	12/7/2021	6/15/2026	440	Aa1		1.44	1.29	2,000,000	1,935,480	2,003,455	- -
11042	MUN	569203MG4	Salem-Keizer School District	PS	11/6/2024	6/30/2026	455	Aa2		3.22	4.36	1,750,000	1,730,313	1,726,150	6/30/2025
10825	MUN	625506PX2	MULTNOMAH CO-REF-TXBL	GPAC	1/21/2021	6/1/2025	61	Aaa	AAA	1.00	0.50	2,165,000	2,153,331	2,166,782	- -
10841	MUN	625517NE3	MULTNOMAH COUNTY OR SCHOOLS	CASTLE	7/15/2021	6/30/2025	90	Aa2	AA	0.95	0.69	1,255,000	1,244,558	1,255,803	- -
10875	MUN	68587FAW4	OR EDU DIST FF&C PENSION OBLI	R W B	12/8/2021	6/30/2026	455	AA2	AA	1.10	1.39	250,000	240,903	249,150	- -
11037	MUN	68587FAX2	OR EDU DIST FF&C PENSION OBLI	GPAC	10/24/2024	6/30/2027	820	AA2	AA	1.36	4.09	1,260,000	1,186,618	1,187,464	- -
11088	MUN	68587FAY0	OR EDU DIST FF&C PENSION OBLI	STIFEL	12/6/2024	6/30/2028	1,186	Aa2	AA	1.53	4.21	975,000	897,663	897,044	- -
10950	MUN	68609TWD6	OREGON STATE	GPAC	12/1/2022	5/1/2025	30	Aa1	AA+	0.90	4.75	500,000	498,585	498,591	- -
11028	MUN	68608USZ0	Oregon State Lottery	GPAC	9/24/2024	8/1/2027	852	Aa1	AA+	3.23	3.64	515,000	505,024	510,316	- -
11035	MUN	68609TNF1	Oregon State Lottery	STIFEL	10/23/2024	11/1/2027	944	Aa1	AA+	2.10	4.11	400,000	380,332	380,614	- -
11036	MUN	68609TWF1	Oregon State Lottery	STIFEL	10/23/2024	5/1/2027	760	Aa1	AA+	1.32	4.05	1,000,000	945,160	946,344	- -
10863	MUN	68583RCV2	OR ST COMMUNITY COLLEGE DIST	GPAC	11/18/2021	6/30/2026	455	Aa1	AA+	5.68	1.40	210,000	213,912	220,818	- -
11027	MUN	685869FR5	OR ST COMMUNITY COLLEGE DIST	GPAC	9/25/2024	7/1/2027	821	Aa3	AA-	2.60	3.60	505,000	486,775	493,841	- -
10876	MUN	68607DVC6	ODOT HWY USER TAX REV	R W B	12/8/2021	11/15/2026	593	Aa1	AAA	0.93	1.37	260,000	247,307	258,243	- -
10845	MUN	736688MF6	Portland Community College	MORETN	7/23/2021	6/15/2026	440	Aa1		0.90	0.80	1,250,000	1,199,438	1,251,459	- -
10951	MUN	752147HJ0	RANCHO SANTIAGO CA CMNTY CLG D	GPAC	12/1/2022	9/1/2025	153	Aa2	AA	0.73	4.63	1,895,000	1,867,144	1,866,454	- -
10831	MUN	799055QU5	SAN MATEO CA FOSTER CITY SCHO	DA DAV	2/16/2021	8/1/2025	122	Aaa	AA+	1.60	0.47	500,000	495,670	501,856	- -
10787	MUN	88675ABS4	TIGARD OR WTR SYS REVENUE	PS	11/3/2020	8/1/2025	122	Aa3	AA	2.00	0.85	350,000	347,438	351,312	- -
11029	MUN	91412HGF4	UNIV OF CALIFORNIA CA REVENUES	STIFEL	9/25/2024	5/15/2027	774	AA2	AA	1.32	3.70	1,000,000	942,980	952,206	- -
10798	MUN	938429V61	Washington County SD Municipal	PS	11/17/2020	6/15/2025	75	Aa1	AA+	0.91	0.64	350,000	347,603	350,189	- -
10078	RRP	SYS10078	Local Govt Investment Pool		7/1/2006	- -	1			4.60	4.60	33,174,397	33,174,397	33,174,397	- -
10084	RR2	SYS10084	First Interstate Bank		7/1/2006	- -	1			4.25	4.25	9,000,000	9,000,000	9,000,000	- -
10085	RR2	SYS10085	First Interstate Bank		10/13/2023	- -	1			4.25	4.25	11,385,159	11,385,159	11,385,159	- -
												341,217,556	337,321,794	336,992,940	



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 21, 2025

SUBJECT: Finance Report for March 2025

RECOMMENDED MOTION:

N/A--discussion item only.

BACKGROUND AND POLICY IMPLICATIONS:

The Finance Department will present the monthly financial report. The report is informational only and is intended to provide the Board of County Commissioners with current financial information. The report will provide budget to actual comparisons and highlight any potential issues or changes that may impact the current or future budgets. There are no direct policy implications.

BUDGET IMPACTS:

None.

ATTENDANCE:

Robert Tintle, Chief Financial Officer
Jana Cain, Controller



MEMORANDUM

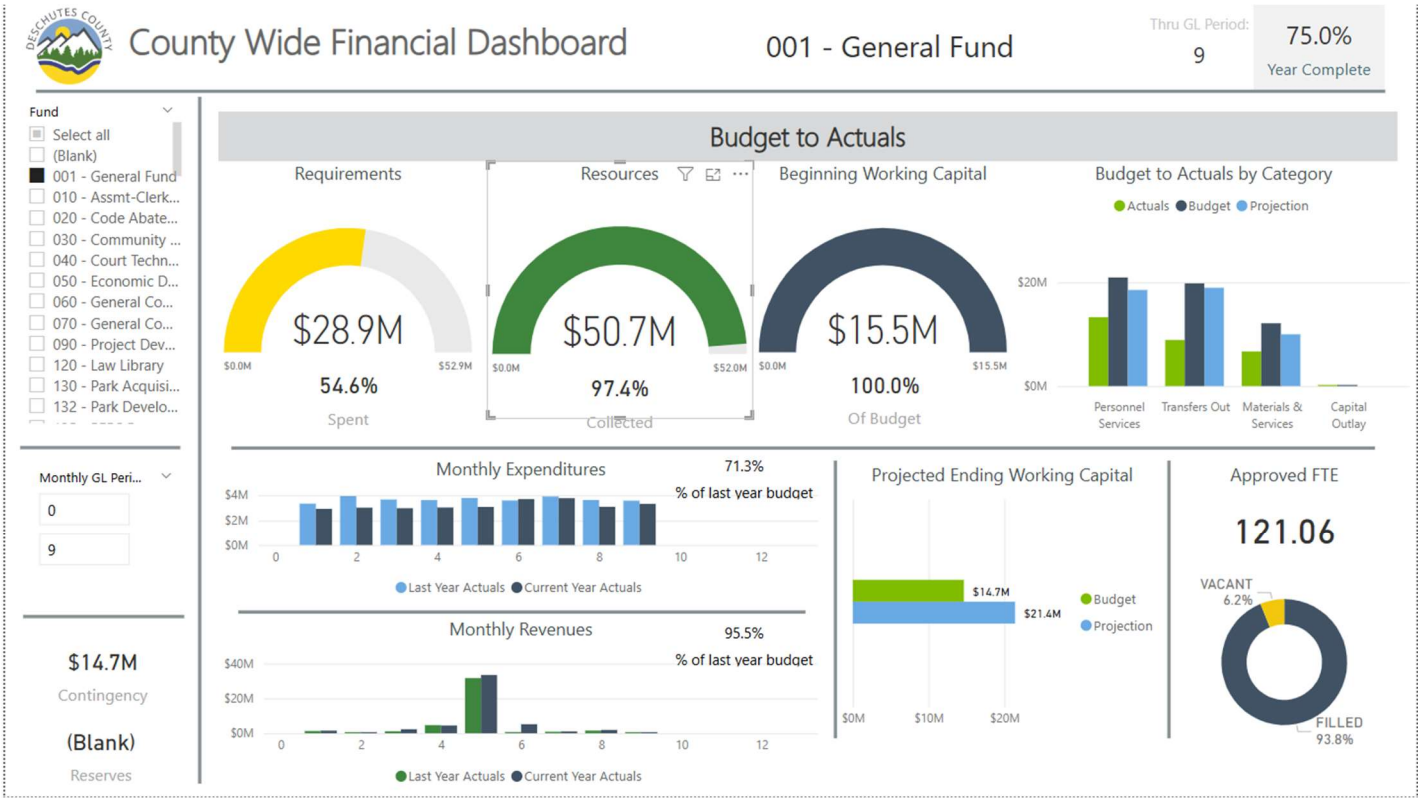
DATE: April 21, 2025
TO: Board of County Commissioners
FROM: Robert Tintle, Chief Financial Officer
SUBJECT: Finance Report for March 2025

Following is the unaudited monthly finance report for fiscal year to date (YTD) as of March 31, 2025.

Budget to Actuals Report

General Fund

- *Revenue* YTD in the General Fund is \$50.7M or 97.4% of budget. By comparison, last year revenue YTD was \$42.5M or 95.5% of budget.
- *Expenses* YTD are \$28.9M and 54.6% of budget. By comparison, last year expenses YTD were \$32.9M and 71.2% of budget.
- *Beginning Fund Balance* is \$15.5M or 106.4% of the budgeted \$14.6M beginning fund balance.



All Major Funds

On the attached pages you will find the Budget to Actuals Report for the County's major funds with actual revenue and expense data compared to budget through March 31, 2025.

Position Control Summary FY25													July - June Percent Unfilled
Org		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Assessor	Filled	28.63	28.63	28.63	28.63	29.63	29.63	29.63	30.00	30.00			
	Unfilled	6.64	6.64	6.64	6.64	5.64	5.64	5.64	5.26	5.26			17.01%
Clerk	Filled	10.48	9.48	8.48	8.48	8.48	8.48	9.48	9.48	9.48			
	Unfilled	-	1.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00			12.72%
BOPTA	Filled	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52			
	Unfilled	-	-	-	-	-	-	-	-	-			0.00%
DA	Filled	57.70	58.70	58.70	58.90	58.55	58.55	58.55	59.05	59.05			
	Unfilled	3.40	2.40	2.60	1.40	1.75	1.75	1.75	1.25	1.25			3.22%
Tax	Filled	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50			
	Unfilled	-	-	-	-	-	-	-	-	-			0.00%
Veterans'	Filled	4.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00			
	Unfilled	1.00	-	-	-	-	-	-	-	-			2.22%
Property Mgmt	Filled	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			
	Unfilled	-	-	-	-	-	-	-	-	-			0.00%
GF ARPA	Filled												
	Unfilled												0.00%
Total General Fund	Filled	110.83	111.83	110.83	111.03	111.68	111.68	112.68	113.55	113.55	-	-	-
	Unfilled	11.04	10.04	11.24	10.04	9.39	9.39	8.39	7.51	7.51	-	-	-
													7.74%
Justice Court	Filled	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60	4.60			
	Unfilled	-	-	-	-	-	-	-	-	-			0.00%
Community Justice	Filled	43.00	44.00	42.00	45.00	45.00	45.00	43.00	43.00	42.00			
	Unfilled	6.00	5.00	7.00	4.00	4.00	4.00	6.00	6.00	7.00			11.11%
Sheriff	Filled	225.75	228.50	230.50	229.50	230.50	227.50	230.50	232.50	231.50			
	Unfilled	45.25	42.50	40.50	41.50	40.50	43.50	40.50	38.50	39.50			15.26%
Houseless Effort	Filled	-	-	-	-	-	-	-	-	-			
	Unfilled	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-			100.00%
Health Svcs	Filled	384.93	379.53	381.83	376.03	381.43	384.23	388.43	386.78	386.78			
	Unfilled	35.38	40.78	39.48	45.28	40.88	40.08	35.88	38.53	38.53			9.32%
CDD	Filled	46.00	49.00	48.00	49.00	49.00	50.00	50.00	49.00	51.00			
	Unfilled	5.00	2.00	3.00	2.00	2.00	2.00	2.00	3.00	2.00			4.96%
Road	Filled	59.00	59.00	59.00	59.00	59.00	59.00	59.00	59.00	59.00			
	Unfilled	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00			3.28%
Adult P&P	Filled	31.63	34.63	34.63	34.63	34.63	34.63	34.63	32.63	33.63			
	Unfilled	8.13	5.13	5.13	5.13	5.13	5.13	5.13	7.13	6.13			14.57%
Solid Waste	Filled	39.00	38.00	39.00	40.00	40.00	40.00	38.00	41.00	41.00			
	Unfilled	5.00	6.00	5.00	4.00	4.00	4.00	6.00	3.00	3.00			10.10%
Victims Assistance	Filled	7.50	7.50	7.50	8.50	8.50	8.50	7.50	7.50	7.50			
	Unfilled	2.00	2.00	2.00	1.00	1.00	1.00	2.00	2.00	2.00			17.54%
GIS Dedicated	Filled	2.00	2.00	2.00	2.00	2.00	2.00	1.00	1.00	1.00			
	Unfilled	-	-	-	-	-	-	1.00	1.00	1.00			16.67%
Fair & Expo	Filled	13.50	13.50	13.50	13.50	13.50	13.50	13.50	13.50	13.50			
	Unfilled	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00			22.86%
Natural Resource	Filled	2.00	2.00	2.00	2.00	2.00	2.00	3.00	3.00	3.00			
	Unfilled	1.00	1.00	1.00	1.00	1.00	1.00	-	-	-			22.22%
ISF - Facilities	Filled	24.75	24.75	25.75	25.75	25.75	26.75	26.75	26.75	26.75			
	Unfilled	3.00	3.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00			6.41%
ISF - Admin	Filled	9.75	9.75	9.75	9.75	9.75	9.75	8.75	8.75	8.75			
	Unfilled	-	-	-	-	-	-	0.50	0.50	0.50			1.74%
ISF - BOCC	Filled	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00			
	Unfilled	-	-	-	-	-	-	-	-	-			0.00%
ISF - Finance	Filled	12.00	13.00	13.00	13.00	12.00	12.00	14.00	14.00	14.00			
	Unfilled	2.00	1.00	1.00	1.00	2.00	2.00	-	-	-			7.14%
ISF - Legal	Filled	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00			
	Unfilled	-	-	-	-	-	-	-	-	-			0.00%
ISF - HR	Filled	9.80	9.80	9.00	10.00	9.00	8.00	8.00	8.00	8.00			
	Unfilled	1.20	1.20	2.00	1.00	2.00	3.00	3.00	3.00	3.00			19.60%
ISF - IT	Filled	18.00	18.00	18.00	18.00	18.00	18.00	19.00	18.00	17.00			
	Unfilled	2.00	2.00	2.00	2.00	2.00	2.00	1.00	2.00	3.00			10.00%
ISF - Risk	Filled	3.25	3.25	3.25	3.25	3.25	2.25	3.25	3.25	3.25			
	Unfilled	-	-	-	-	-	1.00	-	-	-			3.42%
911	Filled	56.15	56.15	57.53	57.00	57.00	58.00	58.00	60.00	57.00			
	Unfilled	4.85	4.85	3.48	4.00	4.00	3.00	3.00	1.00	4.00			5.86%
Total:													
	Filled	1,113.43	1,118.78	1,121.65	1,121.53	1,126.58	1,127.38	1,133.58	1,135.80	1,132.80	-	-	-
	Unfilled	138.84	133.49	131.81	130.94	126.89	129.09	121.39	120.16	124.16	-	-	-
	Total	1,252.26	1,252.26	1,253.46	1,252.46	1,253.46	1,256.46	1,254.96	1,255.96	1,256.96	A	-	-
	% Unfilled	11.09%	10.66%	10.52%	10.45%	10.12%	10.27%	9.67%	9.57%	9.88%			10.25%

A - 1.0 FTE increase in CDD



Budget to Actuals - Total Personnel and Overtime Report
FY25 YTD March 31, 2025

Fund	Total Personnel Costs				Overtime		
	Budgeted Personnel Costs	Actual Personnel Costs	Projected Personnel Costs	Projection (Over) / Under Budget	Budgeted OT	Actual OT	(Over) / Under Budget
001 - General Fund	\$ 20,942,691	\$ 13,270,552	\$ 18,529,949	\$ 2,412,742	\$ 69,100	\$ 21,492	\$ 47,608
030 - Juvenile	7,497,894	4,807,405	6,655,696	842,198	100,000	83,939	16,061
160/170 - TRT	234,588	176,231	242,106	(7,518)	-	28	(28)
200 - ARPA	836,621	422,413	422,413	414,208	-	-	-
220 - Justice Court	622,013	449,907	625,287	(3,274)	-	-	-
255 - Sheriff's Office	50,136,178	34,612,466	46,529,636	3,606,542	2,869,000	1,756,229	1,112,771
274 - Health Services	58,826,382	40,772,047	56,160,357	2,666,025	107,726	122,113	(14,387)
295 - CDD	8,005,434	5,518,363	7,563,469	441,965	13,000	17,655	(4,655)
325 - Road	9,556,843	6,625,949	9,245,943	310,900	200,000	91,102	108,898
355 - Adult P&P	6,387,456	4,086,413	5,541,673	845,783	10,000	6,839	3,161
465 - Road CIP	-	-	-	-	-	-	-
610 - Solid Waste	5,739,145	3,664,018	5,274,668	464,477	150,000	70,832	79,168
615 - Fair & Expo	2,039,023	1,184,345	1,611,256	427,767	40,000	44,308	(4,308)
616 - Annual County Fair	229,798	176,255	240,589	(10,791)	-	2,505	(2,505)
617 - Fair & Expo Capital Reserve	-	-	-	-	-	-	-
618 - RV Park	159,210	111,714	156,310	2,900	5,000	2,265	2,735
619 - RV Park Reserve	-	-	-	-	-	-	-
670 - Risk Management	496,919	371,807	503,996	(7,077)	-	-	-
675 - Health Benefits	-	-	-	-	-	-	-
705 - 911	10,237,093	6,953,148	9,618,628	618,465	485,000	179,476	305,524
999 - All Other Funds	18,606,752	12,138,269	18,543,148	63,604	50,600	21,345	29,255
Total	\$ 200,554,040	\$ 135,341,304	\$ 187,465,124	\$ 13,088,916	\$ 4,099,426	\$ 2,420,127	\$ 1,679,300



Budget to Actuals - Countywide Summary

All Departments

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES	Fiscal Year 2024			Fiscal Year 2025				
	Budget	Actuals	%	Budget	Actuals	%	Projection	%
001 - General Fund	44,408,216	45,560,565	103%	46,924,590	45,243,497	96%	47,884,629	102%
030 - Juvenile	1,014,168	1,042,664	103%	926,504	550,673	59%	952,194	103%
160/170 - TRT	12,751,790	12,485,782	98%	12,168,000	10,372,286	85%	12,452,298	102%
200 - ARPA	14,458,597	4,060,299	28%	8,644,978	5,537,822	64%	10,559,967	122%
220 - Justice Court	525,540	529,969	101%	506,200	379,202	75%	506,900	100%
255 - Sheriff's Office	58,558,288	60,325,051	103%	64,030,262	61,084,046	95%	63,323,685	99%
274 - Health Services	60,343,687	61,045,659	101%	68,788,080	52,135,557	76%	65,301,965	95%
295 - CDD	10,460,840	8,523,648	81%	9,401,238	6,932,584	74%	9,325,602	99%
325 - Road	26,673,711	27,151,594	102%	27,479,906	21,033,072	77%	27,708,539	101%
355 - Adult P&P	5,535,606	5,818,189	105%	6,323,657	5,318,764	84%	6,570,552	104%
465 - Road CIP	2,179,426	2,951,833	135%	1,357,339	1,322,287	97%	1,451,715	107%
610 - Solid Waste	15,995,411	17,733,226	111%	19,769,001	14,814,573	75%	19,773,101	100%
615 - Fair & Expo	2,343,500	2,843,093	121%	3,206,000	1,914,102	60%	2,736,200	85%
616 - Annual County Fair	2,324,117	2,460,606	106%	2,350,667	2,638,968	112%	2,652,521	113%
617 - Fair & Expo Capital	64,800	225,047	347%	88,000	193,144	219%	224,612	255%
618 - RV Park	530,800	534,892	101%	489,000	357,390	73%	509,178	104%
619 - RV Park Reserve	34,300	45,518	133%	45,000	44,180	98%	58,200	129%
670 - Risk Management	3,714,303	3,841,634	103%	3,398,791	2,763,584	81%	3,609,477	106%
675 - Health Benefits	30,654,045	31,873,028	104%	42,854,789	30,300,565	71%	43,361,039	101%
705 - 911	14,034,323	14,405,107	103%	14,733,900	13,425,459	91%	14,829,346	101%
999 - Other	81,793,214	71,303,509	87%	66,998,812	38,258,404	57%	72,109,821	108%
TOTAL RESOURCES	388,398,682	374,760,913	96%	400,484,714	314,620,157	79%	405,901,541	101%



Budget to Actuals - Countywide Summary

All Departments

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

REQUIREMENTS	Fiscal Year 2024			Fiscal Year 2025				
	Budget	Actuals	%	Budget	Actuals	%	Projection	%
001 - General Fund	25,420,807	23,850,628	94%	33,071,291	19,978,931	60%	28,510,879	86%
030 - Juvenile	8,481,279	7,884,757	93%	9,381,846	6,013,275	64%	8,426,182	90%
160/170 - TRT	6,902,223	6,827,243	99%	5,736,054	4,969,598	87%	5,806,793	101%
200 - ARPA	9,837,656	3,762,562	38%	4,321,775	761,306	18%	835,861	19%
220 - Justice Court	828,370	816,713	99%	819,797	612,077	75%	823,071	100%
255 - Sheriff's Office	65,641,097	59,140,333	90%	66,610,275	44,138,745	66%	62,850,769	94%
274 - Health Services	72,307,648	67,056,125	93%	84,057,460	53,782,875	64%	75,964,345	90%
295 - CDD	10,269,561	8,898,411	87%	9,991,245	6,853,416	69%	9,489,043	95%
325 - Road	17,124,761	15,805,727	92%	19,549,812	11,987,811	61%	18,439,208	94%
355 - Adult P&P	7,576,032	7,028,249	93%	8,371,685	5,360,088	64%	7,374,673	88%
465 - Road CIP	24,142,169	23,124,456	96%	16,323,504	3,576,799	22%	10,826,539	66%
610 - Solid Waste	14,404,534	13,823,996	96%	17,321,744	9,392,519	54%	15,870,223	92%
615 - Fair & Expo	3,734,327	3,867,176	104%	4,838,162	2,706,062	56%	3,923,956	81%
616 - Annual County Fair	2,582,856	2,438,099	94%	2,671,901	2,504,020	94%	2,668,646	100%
617 - Fair & Expo Capital	1,090,000	465,928	43%	1,260,000	141,159	11%	1,260,000	100%
618 - RV Park	617,131	517,201	84%	726,864	435,944	60%	664,910	91%
619 - RV Park Reserve	174,000	45,252	26%	170,000	-	0%	170,000	100%
670 - Risk Management	4,744,447	4,502,990	95%	5,599,742	3,554,979	63%	5,116,564	91%
675 - Health Benefits	35,687,213	34,121,294	96%	38,819,094	22,770,557	59%	38,819,094	100%
705 - 911	15,113,760	13,427,592	89%	17,254,619	10,929,781	63%	16,636,154	96%
999 - Other	93,331,824	64,265,927	69%	104,386,845	41,619,875	40%	99,366,979	95%
TOTAL REQUIREMENTS	420,011,695	361,670,659	86%	451,283,715	252,089,817	56%	413,843,889	92%



Budget to Actuals - Countywide Summary

All Departments

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

TRANSFERS	Fiscal Year 2024			Fiscal Year 2025				
	Budget	Actuals	%	Budget	Actuals	%	Projection	%
001 - General Fund	(20,963,314)	(20,201,737)	96%	(14,682,525)	(3,433,360)	23%	(13,438,837)	92%
030 - Juvenile	6,678,013	6,678,013	100%	8,068,153	6,051,115	75%	8,068,153	100%
160/170 - TRT	(8,575,254)	(7,022,091)	82%	(8,431,946)	(5,948,709)	71%	(8,466,380)	100%
200 - ARPA	(5,022,145)	(400,000)	8%	(4,622,145)	(4,415,944)	96%	(9,038,089)	196%
220 - Justice Court	364,688	286,744	79%	380,521	285,391	75%	380,521	100%
255 - Sheriff's Office	3,377,587	3,380,929	100%	3,399,187	2,654,590	78%	3,399,187	100%
274 - Health Services	8,026,456	5,947,879	74%	10,671,364	(397,133)	-4%	8,676,082	81%
295 - CDD	466,530	(195,589)	-42%	909,332	308,119	34%	454,888	50%
325 - Road	(12,700,000)	(12,700,000)	100%	(10,720,695)	(6,405,029)	60%	(10,720,695)	100%
355 - Adult P&P	510,950	525,950	103%	626,964	470,223	75%	626,964	100%
465 - Road CIP	12,500,000	12,500,000	100%	10,631,333	4,315,667	41%	9,086,662	85%
610 - Solid Waste	(1,703,962)	(2,613,962)	153%	(4,564,141)	(2,285,606)	50%	(4,564,141)	100%
615 - Fair & Expo	875,681	1,008,090	115%	1,179,123	884,342	75%	1,203,227	102%
616 - Annual County Fair	(34,503)	(34,503)	100%	(121,900)	(91,425)	75%	(121,900)	100%
617 - Fair & Expo Capital	824,187	662,984	80%	592,396	481,797	81%	602,726	102%
618 - RV Park	128,436	128,436	100%	57,858	43,394	75%	57,858	100%
619 - RV Park Reserve	51,564	51,564	100%	122,142	91,607	75%	122,142	100%
670 - Risk Management	(503,459)	(493,787)	98%	(4,500)	(3,375)	75%	(4,500)	100%
705 - 911	-	-		-	-		-	
999 - Other	15,698,545	12,491,080	80%	6,509,479	7,394,338	71%	13,676,132	132%
TOTAL TRANSFERS	-	(0)		-	0	0	(0)	0%



Budget to Actuals - Countywide Summary

All Departments

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

ENDING FUND BALANCE	Fiscal Year 2024			Fiscal Year 2025			
	Budget	Actuals	%	Budget	Actuals	Projection	%
001 - General Fund	11,850,095	15,492,530	131%	14,663,304	37,323,735	21,427,442	146%
030 - Juvenile	710,902	1,364,608	192%	977,419	1,953,121	1,958,773	200%
160/170 - TRT	1,801,675	3,163,809	176%	1,163,809	2,617,788	1,342,934	115%
200 - ARPA	-	298,942	999%	-	659,512	984,958	999%
220 - Justice Court	61,858	(0)	0%	66,924	52,516	64,350	96%
255 - Sheriff's Office	7,295,992	15,566,861	213%	16,386,036	35,166,752	19,438,964	119%
274 - Health Services	7,480,011	12,456,527	167%	7,858,511	10,412,075	10,470,230	133%
295 - CDD	1,975,730	752,366	38%	1,071,691	1,139,654	1,045,113	98%
325 - Road	2,370,201	5,997,546	253%	3,206,945	8,637,779	4,546,182	142%
355 - Adult P&P	1,470,524	2,326,824	158%	905,760	2,755,723	2,149,667	237%
465 - Road CIP	9,549,637	15,675,284	164%	11,340,452	17,736,438	15,387,122	136%
610 - Solid Waste	2,303,300	4,038,781	175%	1,921,897	7,175,229	3,378,178	176%
615 - Fair & Expo	32,617	531,770	999%	78,731	624,152	547,241	695%
616 - Annual County Fair	228,205	509,451	223%	66,317	552,974	371,426	560%
617 - Fair & Expo Capital	2,391,825	3,179,332	133%	2,599,728	3,713,114	2,746,670	106%
618 - RV Park	135,220	312,766	231%	132,760	277,605	214,892	162%
619 - RV Park Reserve	1,284,317	1,521,389	118%	1,518,531	1,657,176	1,531,731	101%
670 - Risk Management	6,466,397	8,168,164	126%	5,962,713	7,373,394	6,656,577	112%
675 - Health Benefits	1,074,575	3,859,732	359%	7,895,427	11,389,740	8,401,677	106%
705 - 911	12,122,906	14,371,465	119%	11,850,746	16,867,143	12,564,657	106%
999 - Other	104,968,103	128,248,177	122%	101,227,972	132,159,079	106,862,878	106%
TOTAL FUND BALANCE	175,574,090	237,836,324	135%	190,895,673	300,244,699	222,091,662	116%



Budget to Actuals Report

General Fund - Fund 001

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
PVAB	10,200	10,800	106%	11,000	5,998	55%	11,000	100%	-
Property Taxes - Current	37,400,000	38,160,244	102%	39,604,000	38,617,099	98%	39,392,000	99%	(212,000) A
Property Taxes - Prior	318,000	422,862	133%	328,000	373,788	114%	377,024	115%	49,024
Other General Revenues	3,480,844	3,846,799	111%	3,778,175	3,449,185	91%	4,155,707	110%	377,532
Assessor	775,350	815,379	105%	849,000	461,749	54%	849,000	100%	-
Clerk	1,259,595	1,269,890	101%	1,426,160	1,011,447	71%	1,426,160	100%	-
District Attorney	552,048	470,285	85%	427,077	586,908	137%	587,894	138%	160,817
Tax Office	136,000	147,228	108%	146,200	88,955	61%	146,200	100%	-
Veterans	261,179	194,448	74%	284,978	102,874	36%	284,978	100%	- B
Property Management	215,000	215,000	100%	70,000	53,775	77%	70,000	100%	-
Non-Departmental	-	7,630		-	491,719		584,666		584,666 C
TOTAL RESOURCES	44,408,216	45,560,565	103%	46,924,590	45,243,497	96%	47,884,629	102%	960,039

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
PVAB	97,522	79,788	82%	93,993	68,757	73%	95,274	101%	(1,281) F
Assessor	6,189,597	5,587,737	90%	6,709,361	4,277,006	64%	5,873,536	88%	835,825 D
Clerk	2,351,515	2,087,269	89%	2,719,443	1,814,749	67%	2,584,415	95%	135,028 E
District Attorney	11,636,672	11,237,086	97%	13,369,290	8,999,969	67%	12,809,911	96%	559,379 G
Medical Examiner	461,224	391,213	85%	466,854	237,806	51%	466,854	100%	-
Tax Office	940,770	871,901	93%	1,041,642	777,864	75%	1,053,400	101%	(11,758) H
Veterans	934,283	872,565	93%	1,093,340	697,270	64%	1,026,177	94%	67,163 I
Property Management	539,558	510,327	95%	584,094	417,348	71%	591,211	101%	(7,117) J
Non-Departmental	2,269,666	2,212,743	97%	6,993,274	2,688,162	38%	4,010,101	57%	2,983,173
TOTAL REQUIREMENTS	25,420,807	23,850,628	94%	33,071,291	19,978,931	60%	28,510,879	86%	4,560,412

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In	103,790	103,790	100%	5,121,854	5,446,843	106%	5,510,943	108%	389,089 K
Transfers Out	(21,067,104)	(20,305,527)	96%	(19,804,379)	(8,880,203)	45%	(18,949,780)	96%	854,599 L
TOTAL TRANSFERS	(20,963,314)	(20,201,737)	96%	(14,682,525)	(3,433,360)	23%	(13,438,837)	92%	1,243,688

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	13,826,000	13,984,330	101%	15,492,530	15,492,530	100%	15,492,530	100%	(0)
Resources over Requirements	18,987,409	21,709,937		13,853,299	25,264,565		19,373,750		5,520,451
Net Transfers - In (Out)	(20,963,314)	(20,201,737)		(14,682,525)	(3,433,360)		(13,438,837)		1,243,688
TOTAL FUND BALANCE	\$ 11,850,095	\$ 15,492,530	131%	\$ 14,663,304	\$ 37,323,735	255%	\$ 21,427,442	146%	\$ 6,764,138 M

A Current year taxes received primarily in November, February and May; actual FY24-25 TAV is 4.64% over FY23-24 vs. 5.2% budgeted.

B Oregon Dept. of Veteran's Affairs grant reimbursed quarterly.

C Projection reflects unbudgeted Opioid Settlement Payments.

D Projected Personnel savings based on FY24/FY25 average vacancy rate of 14.8%

E Projected Personnel savings based on FY24/FY25 average vacancy rate of 8%

F Projected Personnel based on overage to date

G Projected Personnel savings based on FY24/FY25 average vacancy rate of 3.7%

H Projected Personnel based on overage to date

I Projected Personnel savings based on FY24/FY25 average vacancy rate of 5%

J Projected Personnel based on overage to date

K \$3,512,733 transferred from the ARPA fund for revenue replacement recategorization.

L Reduction in transfer out to Health Services of \$304,599 related to no longer needing local match; transferring \$500K less to the Capital Reserve Fund and retaining these funds in the General Fund as emergency reserves per County's financial policies.

M Out of the total ending fund balance, \$1,205,530 are restricted Opioid Settlement Funds, \$2,060,230 are recategorized ARPA funds (of which \$1,340,608 is unallocated) and \$500K is Emergency Reserves.



Budget to Actuals Report

Juvenile - Fund 030

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
OYA Basic & Diversion	476,611	451,260	95%	477,421	242,567	51%	477,421	100%	-
ODE Juvenile Crime Prev	106,829	94,748	89%	112,772	46,635	41%	112,772	100%	-
Leases	90,228	93,840	104%	97,500	73,195	75%	97,500	100%	-
Inmate/Prisoner Housing	75,000	105,120	140%	65,000	81,000	125%	85,000	131%	20,000 A
DOC Unif Crime Fee/HB2712	52,000	53,359	103%	52,000	-	0%	35,000	67%	(17,000) B
Interest on Investments	37,500	54,078	144%	49,000	61,240	125%	79,900	163%	30,900
Expungements	40,000	53,599	134%	40,000	25,047	63%	40,000	100%	-
OJD Court Fac/Sec SB 1065	15,000	11,384	76%	12,000	11,205	93%	12,000	100%	-
Food Subsidy	10,000	12,812	128%	10,000	5,790	58%	5,790	58%	(4,210) C
Miscellaneous	16,500	19,289	117%	6,811	3,993	59%	6,811	100%	-
Contract Payments	5,000	3,675	74%	4,000	-	0%	-	0%	(4,000) D
Gen Fund-Crime Prevention	89,500	89,500	100%	-	-	-	-	-	-
TOTAL RESOURCES	1,014,168	1,042,664	103%	926,504	550,673	59%	952,194	103%	25,690

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	6,852,966	6,402,707	93%	7,517,894	4,807,405	64%	6,655,696	89%	862,198 E
Materials and Services	1,599,048	1,452,785	91%	1,863,952	1,205,870	65%	1,770,486	95%	93,466 F
Capital Outlay	29,265	29,265	100%	-	-	-	-	-	-
TOTAL REQUIREMENTS	8,481,279	7,884,757	93%	9,381,846	6,013,275	64%	8,426,182	90%	955,664

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Funds	6,798,630	6,798,630	100%	8,143,712	6,107,784	75%	8,143,712	100%	-
Transfers Out	(45,000)	(45,000)	100%	-	-	-	-	-	-
Transfers Out-Veh Reserve	(75,617)	(75,617)	100%	(75,559)	(56,669)	75%	(75,559)	100%	-
TOTAL TRANSFERS	6,678,013	6,678,013	100%	8,068,153	6,051,115	75%	8,068,153	100%	-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	1,500,000	1,528,688	102%	1,364,608	1,364,608	100%	1,364,608	100%	0
Resources over Requirements	(7,467,111)	(6,842,093)		(8,455,342)	(5,462,602)		(7,473,988)		981,354
Net Transfers - In (Out)	6,678,013	6,678,013		8,068,153	6,051,115		8,068,153		-
TOTAL FUND BALANCE	\$ 710,902	\$ 1,364,608	192%	\$ 977,419	\$ 1,953,121	200%	\$ 1,958,773	200%	\$981,354

- A Higher utilization of our facility by other Counties.
- B DOC reporting lower collection rate than originally anticipated.
- C No longer part of school lunch program. Administrative burden outweighed revenue received.
- D No longer offering Adult Work Crew so unable to take on contracted work crew projects.
- E Projected Personnel savings based on FY24/FY25 average vacancy rate of 8.8%
- F Materials and services projections based on current spending trends.



Budget to Actuals Report

TRT - Fund 160/170

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Room Taxes	12,630,000	12,372,463	98%	12,100,000	10,291,696	85%	12,342,000	102%	242,000 A
Interest on Investments	121,790	112,678	93%	68,000	80,181	118%	109,798	161%	41,798
Miscellaneous	-	641		-	409		500		500
TOTAL RESOURCES	12,751,790	12,485,782	98%	12,168,000	10,372,286	85%	12,452,298	102%	284,298

REQUIREMENTS

	Fiscal Year 2024			Fiscal Year 2025			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
COVA	3,378,641	3,307,981	98%	3,236,105	2,601,577	80%	3,301,914	102%	(65,809) B
Grants & Contributions	3,000,000	3,000,000	100%	2,000,000	2,000,000	100%	2,000,000	100%	- C
Administrative	262,395	260,555	99%	265,588	188,063	71%	278,268	105%	(12,680)
Interfund Charges	213,587	213,587	100%	186,611	139,958	75%	186,611	100%	-
Software	47,600	45,120	95%	47,750	40,000	84%	40,000	84%	7,750
TOTAL REQUIREMENTS	6,902,223	6,827,243	99%	5,736,054	4,969,598	87%	5,806,793	101%	(70,739)

TRANSFERS

	Fiscal Year 2024			Fiscal Year 2025			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Transfer Out - RV Park	(20,000)	(20,000)	100%	(20,000)	(15,000)	75%	(20,000)	100%	-
Transfer Out - Annual Fair	(75,000)	(75,000)	100%	(75,000)	(56,250)	75%	(75,000)	100%	-
Transfer Out - CDD	-	-		(100,000)	(75,000)	75%	(100,000)	100%	-
Transfer Out - Health	(368,417)	(368,417)	100%	(276,572)	(207,429)	75%	(276,572)	100%	-
Transfer Out - Justice Court	(364,688)	(286,744)	79%	(380,521)	(285,391)	75%	(380,521)	100%	-
Transfer Out - F&E Reserve	(462,119)	(453,481)	98%	(442,396)	(331,797)	75%	(452,726)	102%	(10,330) D
Transfer Out - General County Reserve	(723,720)	(723,720)	100%	(921,670)	(691,252)	75%	(921,670)	100%	-
Transfer Out - F&E	(1,009,023)	(988,867)	98%	(963,000)	(722,250)	75%	(987,104)	103%	(24,104)
Transfer Out - Courthouse Debt Service	(1,900,500)	(454,075)	24%	(1,501,000)	(750,500)	50%	(1,501,000)	100%	-
Transfer Out - Sheriff	(3,651,787)	(3,651,787)	100%	(3,751,787)	(2,813,840)	75%	(3,751,787)	100%	-
TOTAL TRANSFERS	(8,575,254)	(7,022,091)	82%	(8,431,946)	(5,948,709)	71%	(8,466,380)	100%	(34,434)

FUND BALANCE

	Fiscal Year 2024			Fiscal Year 2025			Projection	%	\$ Variance
	Budget	Actuals	%	Budget	Actuals	%			
Beginning Fund Balance	4,527,362	4,527,362	100%	3,163,809	3,163,809	100%	3,163,809	100%	0
Resources over Requirements	5,849,567	5,658,538		6,431,946	5,402,688		6,645,505		213,559
Net Transfers - In (Out)	(8,575,254)	(7,022,091)		(8,431,946)	(5,948,709)		(8,466,380)		(34,434)
TOTAL FUND BALANCE	\$ 1,801,675	\$ 3,163,809	176%	\$ 1,163,809	\$ 2,617,788	225%	\$ 1,342,934	115%	\$179,125 E

- A Room tax revenue up 1.1% from FY24, up 3.4% compared to FY25 budget
- B Payments to COVA based on a percent of TRT collections
- C Includes contributions of \$2M to Sunriver Service District
- D The balance of the 1% F&E TRT is transferred to F&E reserves
- E Remaining funds will be reserved in the TRT fund to cover one year's worth of debt service of \$1.5 million.



Budget to Actuals Report

ARPA – Fund 200

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Local Assistance & Tribal Consistency	4,622,145	-	0%	4,622,145	-	0%	4,622,145	100%	-
State & Local Coronavirus Fiscal Recovery Funds	9,516,992	3,762,562	40%	3,888,833	5,354,430	138%	5,754,430	148%	1,865,597
Interest on Investments	319,460	297,738	93%	134,000	183,392	137%	183,392	137%	49,392
TOTAL RESOURCES	14,458,597	4,060,299	28%	8,644,978	5,537,822	64%	10,559,967	122%	1,914,989

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Services to Disproportionately Impacted Communities	6,538,263	2,172,887	33%	1,956,342	671,392	34%	727,947	37%	1,228,395
Administrative	1,719,694	142,552	8%	1,010,306	46,860	5%	46,860	5%	963,446
Infrastructure	766,410	896,225	117%	916,000	(169,678)	-19%	(151,678)	-17%	1,067,678
Public Health	560,926	400,898	71%	415,127	212,732	51%	212,732	51%	202,395
Negative Economic Impacts	252,363	150,000	59%	24,000	-	0%	-	0%	24,000
TOTAL REQUIREMENTS	9,837,656	3,762,562	38%	4,321,775	761,306	18%	835,861	19%	3,485,914

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers Out - Capital Reserve Fund	(5,022,145)	(400,000)	8%	-	-		-		-
Transfers Out - Campus Improvement	-	-		(703,033)	(134,162)	19%	(4,756,307)	677%	(4,053,274) A
Transfers Out - General Fund	-	-		(3,919,112)	(4,281,782)	109%	(4,281,782)	109%	(362,670) B
TOTAL TRANSFERS	(5,022,145)	(400,000)	8%	(4,622,145)	(4,415,944)	96%	(9,038,089)	196%	(4,415,944)

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	401,204	401,204	100%	298,942	298,942	100%	298,942	100%	(0)
Resources over Requirements	4,620,941	297,738		4,323,203	4,776,515		9,724,106		5,400,903
Net Transfers - In (Out)	(5,022,145)	(400,000)		(4,622,145)	(4,415,944)		(9,038,089)		(4,415,944)
TOTAL FUND BALANCE	-	\$ 298,942	999%	-	\$ 659,512	999%	\$ 984,958	999%	\$984,958

A \$134,162 in interest earned on LACTF funds transferred to the Courthouse. LACTF funds will be transferred to the Courthouse project in FY25.

B \$3,512,733 recategorized as revenue replacement and transferred to the General Fund along with \$348,171 in interest earnings. \$420,878 transferred to the DA for their ARPA approved project.



Budget to Actuals Report

Justice Court - Fund 220

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%
Year Complete

RESOURCES

Fiscal Year 2024			Fiscal Year 2025					
Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
525,000	528,051	101%	504,200	377,572	75%	504,200	100%	-
540	1,917	355%	2,000	1,631	82%	2,700	135%	700
525,540	529,969	101%	506,200	379,202	75%	506,900	100%	700

REQUIREMENTS

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
652,767	644,229	99%	622,013	449,907	72%	625,287	101%	(3,274)
175,603	172,484	98%	197,784	162,170	82%	197,784	100%	-
828,370	816,713	99%	819,797	612,077	75%	823,071	100%	(3,274)

TRANSFERS

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
364,688	286,744	79%	380,521	285,391	75%	380,521	100%	-
364,688	286,744	79%	380,521	285,391	75%	380,521	100%	-

Resources over Requirements	(302,830)	(286,744)		(313,597)	(232,875)		(316,171)		(2,574)
Net Transfers - In (Out)	364,688	286,744		380,521	285,391		380,521		-
TOTAL	\$ 61,858	-	0%	\$ 66,924	\$ 52,516	78%	\$ 64,350	96%	(\$2,574)

A One time yearly software maintenance fee paid in July for entire fiscal year.



Budget to Actuals Report

Sheriff's Office - Fund 255

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
LED #1 Property Tax Current	38,006,062	38,088,346	100%	40,066,974	38,509,985	96%	39,711,000	99%	(355,974) A
LED #2 Property Tax Current	15,189,654	15,221,876	100%	15,958,353	15,391,940	96%	15,847,000	99%	(111,353) B
Sheriff's Office Revenues	4,583,572	5,873,866	128%	7,034,935	5,954,006	85%	6,378,835	91%	(656,100) C
LED #1 Interest	264,000	515,925	195%	400,000	541,367	135%	658,700	165%	258,700
LED #1 Property Tax Prior	330,000	333,126	101%	300,000	338,018	113%	338,018	113%	38,018
LED #2 Interest	65,000	149,987	231%	150,000	210,198	140%	251,600	168%	101,600
LED #2 Property Tax Prior	120,000	141,925	118%	120,000	138,532	115%	138,532	115%	18,532
TOTAL RESOURCES	58,558,288	60,325,051	103%	64,030,262	61,084,046	95%	63,323,685	99%	(706,577)

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Digital Forensics	1,221,145	1,286,784	105%	1,419,216	1,079,764	76%	1,469,216	104%	(50,000)
Rickard Ranch	334,232	309,436	93%	610,205	280,918	46%	435,205	71%	175,000 D
Concealed Handgun Licenses	624,277	447,501	72%	592,803	341,223	58%	517,803	87%	75,000 D
Sheriff's Services	5,771,949	5,296,307	92%	5,230,244	4,109,805	79%	5,480,244	105%	(250,000)
Civil/Special Units	1,019,021	1,066,063	105%	1,281,834	918,590	72%	1,271,834	99%	10,000 D
Automotive/Communications	4,574,918	4,050,982	89%	4,152,483	2,637,049	64%	4,022,483	97%	130,000 D
Detective	4,773,538	4,175,876	87%	4,710,801	2,954,086	63%	4,135,801	88%	575,000 D
Patrol	16,270,641	14,471,496	89%	15,307,105	10,601,351	69%	14,887,105	97%	420,000 D
Records	855,590	705,173	82%	875,606	549,392	63%	775,606	89%	100,000 D
Adult Jail	23,784,474	20,951,689	88%	25,112,557	16,425,293	65%	23,468,051	93%	1,644,506 D
Court Security	600,590	570,292	95%	649,844	378,200	58%	599,844	92%	50,000 D
Emergency Services	808,931	668,053	83%	888,223	558,945	63%	858,223	97%	30,000 D
Special Services	2,779,458	2,926,535	105%	3,055,000	2,024,618	66%	2,755,000	90%	300,000 D
Training	1,537,498	1,205,912	78%	1,765,299	831,811	47%	1,365,299	77%	400,000 D
Other Law Enforcement	634,835	908,232	143%	959,055	447,699	47%	809,055	84%	150,000 D
Non - Departmental	50,000	100,000	200%	-	(0)		-		-
TOTAL REQUIREMENTS	65,641,097	59,140,333	90%	66,610,275	44,138,745	66%	62,850,769	94%	3,759,506

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfer In - TRT	3,651,787	3,651,787	100%	3,751,787	2,813,840	75%	3,751,787	100%	-
Transfers Out	(6,500)	(6,500)	100%	(94,100)	(30,000)	32%	(94,100)	100%	-
Transfers Out - Debt Service	(267,700)	(264,358)	99%	(258,500)	(129,250)	50%	(258,500)	100%	-
TOTAL TRANSFERS	3,377,587	3,380,929	100%	3,399,187	2,654,590	78%	3,399,187	100%	-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	11,001,214	11,001,214	100%	15,566,862	15,566,861	100%	15,566,861	100%	(1)
Resources over Requirements	(7,082,809)	1,184,718		(2,580,013)	16,945,300		472,916		3,052,929
Net Transfers - In (Out)	3,377,587	3,380,929		3,399,187	2,654,590		3,399,187		-
TOTAL FUND BALANCE	\$ 7,295,992	\$ 15,566,861	213%	\$ 16,386,036	\$ 35,166,752	215%	\$ 19,438,964	119%	\$3,052,928

A Current year taxes received primarily in November, February and May; actual FY24-25 TAV is 4.64% over FY23-24 vs. 5.2% budgeted.

B Current year taxes received primarily in November, February and May; actual FY24-25 TAV is 4.64% over FY23-24 vs. 5.2% budgeted.

C Some additional revenue for the Jail and Special Service; reduction of Marijuana Grant revenue that will not be used until FY26.

D Combination of projected personnel savings and reduced spending in M&S/Capital



Budget to Actuals Report

Health Services - Fund 274

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
State Grant	23,757,820	20,712,977	87%	28,230,604	20,335,600	72%	22,455,030	80%	(5,775,574)
OHP Capitation	16,494,114	17,439,562	106%	17,529,405	12,662,118	72%	17,002,060	97%	(527,345)
State Miscellaneous	5,793,079	5,029,687	87%	7,330,050	7,246,814	99%	9,643,921	132%	2,313,871
OHP Fee for Service	4,947,581	5,809,490	117%	4,788,744	4,233,413	88%	5,612,876	117%	824,132
Local Grants	1,567,894	2,035,060	130%	2,763,131	1,519,130	55%	2,775,185	100%	12,054
Environmental Health Fees	1,478,906	1,483,715	100%	1,637,892	1,552,531	95%	1,667,510	102%	29,618
State - Medicaid/Medicare	1,034,491	1,149,710	111%	1,587,117	802,630	51%	1,040,970	66%	(546,147)
Other	1,061,371	2,326,567	219%	1,293,235	802,732	62%	773,209	60%	(520,026)
Federal Grants	1,440,560	1,321,402	92%	987,369	254,682	26%	380,381	39%	(606,988)
Patient Fees	1,087,790	890,377	82%	761,626	565,968	74%	752,948	99%	(8,678)
Medicaid	431,000	1,201,524	279%	627,276	819,139	131%	1,340,611	214%	713,335
Vital Records	315,000	336,256	107%	318,000	254,877	80%	333,190	105%	15,190
Interest on Investments	262,007	737,122	281%	317,000	570,721	180%	772,100	244%	455,100
State - Medicare	209,500	300,513	143%	195,057	295,176	151%	376,260	193%	181,203
Liquor Revenue	177,574	188,547	106%	177,574	95,634	54%	177,574	100%	-
Interfund Contract- Gen Fund	127,000	-	0%	169,000	95,250	56%	169,000	100%	-
State Shared- Family Planning	158,000	83,152	53%	75,000	29,140	39%	29,140	39%	(45,860)
TOTAL RESOURCES	60,343,687	61,045,659	101%	68,788,080	52,135,557	76%	65,301,965	95%	(3,486,115)

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Administration Allocation	4,984	0	0%	-	-		-		-
Personnel Services	52,118,863	51,416,037	99%	58,826,382	40,772,047	69%	56,160,357	95%	2,666,025
Materials and Services	19,836,301	15,061,997	76%	23,299,078	12,938,043	56%	19,125,804	82%	4,173,275
Capital Outlay	347,500	578,091	166%	1,932,000	72,785	4%	678,184	35%	1,253,816
TOTAL REQUIREMENTS	72,307,648	67,056,125	93%	84,057,460	53,782,875	64%	75,964,345	90%	8,093,116

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Fund	6,780,140	6,050,314	89%	7,218,715	-	0%	6,914,116	96%	(304,599)
Transfers In- OHP Mental Health	2,210,573	407,071	18%	4,266,163	-	0%	2,203,068	52%	(2,063,095)
Transfers In- Acute Care Service	-	-		626,000	625,142	100%	625,142	100%	(858)
Transfers In - TRT	368,417	368,417	100%	276,572	207,429	75%	276,572	100%	-
Transfers In - Video Lottery	-	-		250,000	250,000	100%	250,000	100%	-
Transfers In- Sheriff's Office	-	-		30,000	30,000	100%	30,000	100%	-
Transfers Out	(1,332,674)	(877,923)	66%	(1,996,086)	(1,509,704)	76%	(1,622,816)	81%	373,270
TOTAL TRANSFERS	8,026,456	5,947,879	74%	10,671,364	(397,133)	-4%	8,676,082	81%	(1,995,282)

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	11,417,516	12,519,113	110%	12,456,527	12,456,527	100%	12,456,527	100%	0
Resources over Requirements	(11,963,961)	(6,010,466)		(15,269,380)	(1,647,319)		(10,662,380)		4,607,001
Net Transfers - In (Out)	8,026,456	5,947,879		10,671,364	(397,133)		8,676,082		(1,995,282)
TOTAL FUND BALANCE	\$ 7,480,011	\$ 12,456,527	167%	\$ 7,858,511	\$ 10,412,075	132%	\$ 10,470,230	133%	\$2,611,719



Budget to Actuals Report

Health Services - Admin - Fund 274

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Other	9,000	167,850	999%	511,588	483,282	94%	246,321	48%	(265,267) A
OHP Capitation	435,349	435,349	100%	474,674	344,772	73%	457,240	96%	(17,434)
Interest on Investments	262,007	737,122	281%	317,000	570,721	180%	772,100	244%	455,100
State Grant	160,000	148,958	93%	132,289	87,751	66%	131,689	100%	(600) A
TOTAL RESOURCES	866,356	1,489,279	172%	1,435,551	1,486,527	104%	1,607,350	112%	171,799

REQUIREMENTS

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	6,769,513	6,539,032	97%	7,890,669	5,490,063	70%	7,629,114	97%	261,555 B
Materials and Services	7,671,421	7,578,213	99%	8,977,091	6,459,979	72%	8,842,184	98%	134,907
Capital Outlay	43,750	87,587	200%	-	-		-		-
Administration Allocation	(12,633,378)	(12,633,396)	100%	(15,251,333)	(7,612,502)	50%	(15,251,333)	100%	-
TOTAL REQUIREMENTS	1,851,306	1,571,436	85%	1,616,427	4,337,541	268%	1,219,965	75%	396,462

TRANSFERS

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- OHP Mental Health	81,250	81,250	100%	-	-		-		-
Transfers Out	(300,174)	(315,174)	105%	(377,446)	(264,335)	70%	(377,446)	100%	-
TOTAL TRANSFERS	(218,924)	(233,924)	107%	(377,446)	(264,335)	70%	(377,446)	100%	-

FUND BALANCE

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	3,665,544	3,786,843	103%	3,470,762	3,470,762	100%	3,470,762	100%	0
Resources over Requirements	(984,950)	(82,157)		(180,876)	(2,851,014)		387,386		568,261
Net Transfers - In (Out)	(218,924)	(233,924)		(377,446)	(264,335)		(377,446)		-
TOTAL FUND BALANCE	\$ 2,461,670	\$ 3,470,762	141%	\$ 2,912,441	\$ 355,414	12%	\$ 3,480,702	120%	\$568,261

A Projection includes adjustment for anticipated unearned revenue. Amounts will be finalized at fiscal year-end.

B Personnel projections assume 3% vacancy.



Budget to Actuals Report

Health Services - Behavioral Health - Fund 274

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%
Year Complete

RESOURCES	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
State Grant	17,967,689	14,679,278	82%	21,305,001	15,668,072	74%	15,020,088	71%	(6,284,913) A
OHP Capitation	16,058,765	16,886,706	105%	16,694,731	12,088,688	72%	16,192,318	97%	(502,413) B
State Miscellaneous	4,924,368	4,427,643	90%	6,861,414	6,929,869	101%	8,580,725	125%	1,719,311 C
OHP Fee for Service	4,927,331	5,777,316	117%	4,764,259	4,207,394	88%	5,575,992	117%	811,733
Local Grants	1,348,943	1,395,962	103%	2,427,949	1,077,660	44%	2,198,297	91%	(229,652) D
Federal Grants	1,285,560	1,186,400	92%	824,623	197,998	24%	197,998	24%	(626,625) E
Medicaid	431,000	1,201,524	279%	627,276	819,139	131%	1,340,611	214%	713,335 F
Patient Fees	448,500	679,928	152%	575,975	470,037	82%	628,166	109%	52,191
State - Medicare	209,500	300,513	143%	195,057	295,176	151%	376,260	193%	181,203 G
Liquor Revenue	177,574	188,547	106%	177,574	95,634	54%	177,574	100%	-
Interfund Contract- Gen Fund	127,000	-	0%	127,000	95,250	75%	127,000	100%	-
Other	631,245	688,382	109%	6,241	24,510	393%	24,615	394%	18,374
TOTAL RESOURCES	48,537,475	47,412,198	98%	54,587,100	41,969,427	77%	50,439,644	92%	(4,147,456)

REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Administration Allocation	9,546,200	9,546,201	100%	11,474,916	5,697,964	50%	11,474,916	100%	-
Personnel Services	33,370,785	32,911,255	99%	37,998,825	26,110,743	69%	36,112,528	95%	1,886,297 H
Materials and Services	9,740,566	5,397,546	55%	11,393,406	5,441,797	48%	7,564,212	66%	3,829,194 I
Capital Outlay	160,250	234,772	147%	1,932,000	72,785	4%	678,184	35%	1,253,816 J
TOTAL REQUIREMENTS	52,817,801	48,089,773	91%	62,799,147	37,323,289	59%	55,829,840	89%	6,969,307

TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- OHP Mental Health	1,809,358	5,856	0%	3,962,859	-	0%	1,899,764	48%	(2,063,095)
Transfers In- General Fund	2,231,439	1,501,613	67%	2,088,273	-	0%	1,783,674	85%	(304,599) K
Transfers In- Acute Care Service	-	-		626,000	625,142	100%	625,142	100%	(858)
Transfers In- Sheriff's Office	-	-		30,000	30,000	100%	30,000	100%	-
Transfers Out	(481,000)	(562,749)	117%	(445,000)	(80,309)	18%	(80,309)	18%	364,691
TOTAL TRANSFERS	3,559,797	944,720	27%	6,262,132	574,833	9%	4,258,271	68%	(2,003,861)

FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	3,989,589	4,679,830	117%	4,946,976	4,946,976	100%	4,946,976	100%	0
Resources over Requirements	(4,280,326)	(677,575)		(8,212,047)	4,646,138		(5,390,196)		2,821,851
Net Transfers - In (Out)	3,559,797	944,720		6,262,132	574,833		4,258,271		(2,003,861)
TOTAL FUND BALANCE	\$ 3,269,060	\$ 4,946,976	151%	\$ 2,997,062	\$ 10,167,947	339%	\$ 3,815,051	127%	\$817,990

- A** Projections include \$2M budgeted that is now in State Miscellaneous and adjustments for anticipated unearned revenue, including \$3M for Behavioral Health housing. Amounts will be finalized at fiscal year-end.
- B** OHP enrollment tracking lower than budgeted.
- C** \$2M originally budgeted to be received in State Grant line for Secure Residential Treatment Facility.
- D** Projection includes adjustment for anticipated unearned revenue. Amounts will be finalized at fiscal year-end.
- E** Budget assumes approval of a one-year No Cost Extension for SAMHSA System of Care Grant that was denied. Projections remove award and related County General Fund match.
- F** Includes revenue for retroactive rate increase for Open Card members.
- G** Medicare tracking higher than budgeted.
- H** Personnel projections assume 6% vacancy. Includes continuation of paid internship program, which began in January 2024 and was not originally budgeted.
- I** \$3.6M budgeted for BH Housing in Grants. Of that, approximately \$900K projected for expenditure in FY25 purchasing under "capital outlay" for the purchase of a building to expand adult foster home capacity in the county. A decision on this item will be brought to the Commissioners during a future Executive Session.
- J** Original budget included tenant improvement costs for expansion at a new site in La Pine, which will not occur in FY25. Projected expenses primarily related to purchase and renovation of an Adult Foster Home with HB 5202 funds.
- K** Reduction in County General Fund related to no longer needing local match contribution of SAMHSA System of Care Grant, which ended August 2024.



Budget to Actuals Report

Health Services - Public Health - Fund 274

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%
Year Complete

RESOURCES	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
State Grant	5,630,131	5,884,742	105%	6,793,314	4,579,777	67%	7,303,253	108%	509,939 A
Environmental Health Fees	1,478,906	1,483,715	100%	1,637,892	1,552,531	95%	1,667,510	102%	29,618 B
State - Medicaid/Medicare	1,034,491	1,149,710	111%	1,587,117	802,630	51%	1,040,970	66%	(546,147) C
Other	421,126	1,470,335	349%	775,406	294,940	38%	502,273	65%	(273,133) D
State Miscellaneous	868,711	602,044	69%	468,636	316,945	68%	1,063,196	227%	594,560 E
OHP Capitation	-	117,506		360,000	228,658	64%	352,502	98%	(7,498)
Local Grants	218,951	639,098	292%	335,182	441,470	132%	576,888	172%	241,706 F
Vital Records	315,000	336,256	107%	318,000	254,877	80%	333,190	105%	15,190
Patient Fees	639,290	210,450	33%	185,651	95,930	52%	124,782	67%	(60,869)
Federal Grants	155,000	135,003	87%	162,746	56,685	35%	182,383	112%	19,637
State Shared- Family Planning	158,000	83,152	53%	75,000	29,140	39%	29,140	39%	(45,860) G
Interfund Contract- Gen Fund	-	-		42,000	-	0%	42,000	100%	-
OHP Fee for Service	20,250	32,173	159%	24,485	26,018	106%	36,884	151%	12,399
TOTAL RESOURCES	10,939,856	12,144,182	111%	12,765,429	8,679,602	68%	13,254,971	104%	489,542
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Administration Allocation	3,092,162	3,087,195	100%	3,776,417	1,914,537	51%	3,776,417	100%	-
Personnel Services	11,978,565	11,965,751	100%	12,936,888	9,171,241	71%	12,418,715	96%	518,173 H
Materials and Services	2,424,314	2,086,239	86%	2,928,582	1,036,267	35%	2,719,408	93%	209,174
Capital Outlay	143,500	255,731	178%	-	-		-		-
TOTAL REQUIREMENTS	17,638,541	17,394,916	99%	19,641,887	12,122,046	62%	18,914,540	96%	727,347
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Fund	4,548,701	4,548,701	100%	5,130,442	-	0%	5,130,442	100%	-
Transfers In- OHP Mental Health	319,965	319,965	100%	303,304	-	0%	303,304	100%	-
Transfers In - TRT	368,417	368,417	100%	276,572	207,429	75%	276,572	100%	-
Transfers In - Video Lottery	-	-		250,000	250,000	100%	250,000	100%	-
Transfers Out	(551,500)	-	0%	(1,173,640)	(1,165,061)	99%	(1,165,061)	99%	8,579 I
TOTAL TRANSFERS	4,685,583	5,237,083	112%	4,786,678	(707,632)	-15%	4,795,257	100%	8,579
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	3,762,383	4,052,440	108%	4,038,789	4,038,789	100%	4,038,789	100%	0
Resources over Requirements	(6,698,685)	(5,250,734)		(6,876,458)	(3,442,444)		(5,659,569)		1,216,889
Net Transfers - In (Out)	4,685,583	5,237,083		4,786,678	(707,632)		4,795,257		8,579
TOTAL FUND BALANCE	\$ 1,749,281	\$ 4,038,789	231%	\$ 1,949,009	(\$ 111,286)	-6%	\$ 3,174,477	163%	\$1,225,468

- A** Awarded OHA Strategic Prevention Framework funding and additional Tobacco Prevention funding. Budget adjustment forthcoming (\$92K for FY25).
- B** In September, Board approved an additional 8% fee increase effective October 1, 2024.
- C** Projections less than budget due to Reproductive Health Clinic closures as of October 1, 2024 and MAC funding originally budgeted in Medicaid, but actuals coming through as State Miscellaneous.
- D** Projection less than budget due to Opioid Settlement payments being directly received within Fund 001 as of July (392K originally budgeted) and state funding for Family Connects Oregon coming through state grant (additional 238K).
- E** Medicaid Administrative Claim (MAC) was originally budgeted in Medicaid, but actuals coming through as State Miscellaneous.
- F** Public Health received 2023 Quality Incentive Metric funds.
- G** Projections less than budget due to Reproductive Health Clinic closures as of October 1, 2024.
- H** Personnel projection assumes an average of 2% vacancy.
- I** Opioid Settlement Funds transferring from Health Services to Fund 001



Budget to Actuals Report

Community Development - Fund 295

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%
Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025				
	Budget	Actuals	%	Budget	Actuals	%	Projection	\$ Variance
Admin - Operations	157,300	148,681	95%	144,238	104,210	72%	139,460	(4,778)
Code Compliance	1,124,181	840,865	75%	1,003,933	770,182	77%	1,038,433	34,500
Building Safety	3,991,388	3,372,838	85%	3,414,568	2,368,902	69%	3,243,168	(171,400)
Electrical	902,175	796,598	88%	918,502	635,047	69%	866,502	(52,000)
Onsite Wastewater	923,880	909,862	98%	1,028,065	700,385	68%	917,657	(110,408)
Current Planning	2,304,562	1,708,739	74%	1,916,960	1,539,545	80%	2,030,860	113,900
Long Range Planning	1,057,354	746,065	71%	974,972	814,313	84%	1,089,522	114,550
TOTAL RESOURCES	10,460,840	8,523,648	81%	9,401,238	6,932,584	74%	9,325,602	(75,636)

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	\$ Variance
Admin - Operations	3,241,288	2,955,422	91%	3,552,093	2,521,117	71%	3,449,251	102,842
Code Compliance	743,931	655,434	88%	801,574	533,903	67%	753,776	47,798
Building Safety	2,088,542	1,863,677	89%	2,133,076	1,406,504	66%	1,945,834	187,242
Electrical	583,718	560,356	96%	612,818	445,931	73%	621,030	(8,212)
Onsite Wastewater	865,670	732,454	85%	724,202	482,205	67%	686,998	37,204
Current Planning	1,857,735	1,416,212	76%	1,410,470	901,743	64%	1,248,640	161,830
Long Range Planning	888,677	714,855	80%	757,012	562,012	74%	783,514	(26,502)
TOTAL REQUIREMENTS	10,269,561	8,898,411	87%	9,991,245	6,853,416	69%	9,489,043	502,202

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	\$ Variance
Transfers In – CDD Building Reserve	-	-		622,630	522,174	84%	567,736	(54,894)
Transfers In - CDD Electrical Reserve	86,721	50,027	58%	222,200	196,140	88%	234,152	11,952
Transfers In - CDD Operating Fund	510,105	47,445	9%	131,502	-	0%	-	(131,502)
Transfers In - TRT	-	-		100,000	75,000	75%	100,000	-
Transfers in - General Fund	100,000	48,181	48%	100,000	11,805	12%	50,000	(50,000)
Transfers Out	(107,544)	(107,544)	100%	-	-		-	-
Transfers Out - CDD Reserve	(122,752)	(233,698)	190%	(267,000)	(497,000)	186%	(497,000)	(230,000)
TOTAL TRANSFERS	466,530	(195,589)	-42%	909,332	308,119	34%	454,888	(454,444)

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	\$ Variance
Beginning Fund Balance	1,317,921	1,322,717	100%	752,366	752,366	100%	753,666	1,300
Resources over Requirements	191,279	(374,763)		(590,007)	79,169		(163,441)	426,566
Net Transfers - In (Out)	466,530	(195,589)		909,332	308,119		454,888	(454,444)
TOTAL FUND BALANCE	\$ 1,975,730	\$ 752,366	38%	\$ 1,071,691	\$ 1,139,654	106%	\$ 1,045,113	(\$26,578)

- A** YTD revenue collection is higher than anticipated.
- B** YTD revenue collection is lower than anticipated due to reduced building valuations and permitting volumes.
- C** Net increases/decreases are the result of increased HBF costs, 2 new FTE, unfilled positions, FMLA savings and standard M&S adjustments.
- D** Transfer from reserves for one new FTE and contribution to contingency requirement.
- E** Transfer to reserves reduced general divisions contingency requirement.



Budget to Actuals Report

Road - Fund 325

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Motor Vehicle Revenue	20,648,483	21,099,991	102%	21,484,773	16,772,258	78%	21,484,773	100%	-
Federal - PILT Payment	2,240,000	2,394,054	107%	2,741,447	2,401,480	88%	2,401,480	88%	(339,967)
Other Inter-fund Services	1,450,015	1,574,821	109%	1,368,191	689,324	50%	1,548,806	113%	180,615
Cities-Bend/Red/Sis/La Pine	763,171	961,664	126%	988,063	314,942	32%	737,293	75%	(250,770)
Sale of Equip & Material	614,500	370,308	60%	486,300	260,194	54%	725,000	149%	238,700
Interest on Investments	138,031	195,226	141%	158,000	228,920	145%	303,000	192%	145,000
Federal Reimbursements	689,703	342,290	50%	137,000	-	0%	137,000	100%	-
Miscellaneous	73,808	70,690	96%	61,132	64,304	105%	65,132	107%	4,000
Mineral Lease Royalties	50,000	131,078	262%	50,000	177,589	355%	177,589	355%	127,589
Assessment Payments (P&I)	6,000	11,471	191%	5,000	2,096	42%	6,500	130%	1,500
IF Capital Projects - Revenue	-	-		-	121,966		121,966		121,966
TOTAL RESOURCES	26,673,711	27,151,594	102%	27,479,906	21,033,072	77%	27,708,539	101%	228,633

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	8,406,468	8,507,587	101%	9,556,843	6,625,949	69%	9,245,943	97%	310,900 ^A
Materials and Services	8,600,033	7,244,549	84%	9,992,969	5,361,861	54%	9,193,266	92%	799,703
Capital Outlay	118,260	53,591	45%	-	-		-		-
TOTAL REQUIREMENTS	17,124,761	15,805,727	92%	19,549,812	11,987,811	61%	18,439,208	94%	1,110,604

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers Out	(12,700,000)	(12,700,000)	100%	(10,720,695)	(6,405,029)	60%	(10,720,695)	100%	-
TOTAL TRANSFERS	(12,700,000)	(12,700,000)	100%	(10,720,695)	(6,405,029)	60%	(10,720,695)	100%	-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	5,521,251	7,351,679	133%	5,997,546	5,997,546	100%	5,997,546	100%	(0)
Resources over Requirements	9,548,950	11,345,867		7,930,094	9,045,261		9,269,331		1,339,237
Net Transfers - In (Out)	(12,700,000)	(12,700,000)		(10,720,695)	(6,405,029)		(10,720,695)		-
TOTAL FUND BALANCE	\$ 2,370,201	\$ 5,997,546	253%	\$ 3,206,945	\$ 8,637,779	269%	\$ 4,546,182	142%	\$1,339,237

^A Projected Personnel savings based on FY24/FY25 average vacancy rate of 4.7%.



Budget to Actuals Report

Adult P&P - Fund 355

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
DOC Grant in Aid SB 1145	4,116,464	4,143,196	101%	4,693,331	3,538,352	75%	4,693,331	100%	-
CJC Justice Reinvestment	943,172	1,103,019	117%	1,167,810	1,364,189	117%	1,364,189	117%	196,379 A
DOC Measure 57	256,815	259,307	101%	259,307	259,307	100%	259,307	100%	-
Interest on Investments	75,230	87,583	116%	73,000	94,822	130%	126,500	173%	53,500 B
Interfund- Sheriff	50,000	50,000	100%	60,000	45,000	75%	60,000	100%	-
Other Inter-fund Services	-	-		50,000	-	0%	30,000	60%	(20,000)
State Miscellaneous	22,607	116,078	513%	19,709	-	0%	19,709	100%	-
Miscellaneous	500	1,062	212%	500	4,463	893%	4,884	977%	4,384 C
Oregon BOPPPS	20,318	7,686	38%	-	12,632		12,632		12,632 D
Gen Fund/Crime Prevention	50,000	50,000	100%	-	-		-		-
Electronic Monitoring Fee	500	258	52%	-	-		-		-
TOTAL RESOURCES	5,535,606	5,818,189	105%	6,323,657	5,318,764	84%	6,570,552	104%	246,895

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	5,757,511	5,239,314	91%	6,387,456	4,086,413	64%	5,541,673	87%	845,783 E
Materials and Services	1,818,521	1,788,936	98%	1,984,229	1,273,676	64%	1,833,000	92%	151,229 F
TOTAL REQUIREMENTS	7,576,032	7,028,249	93%	8,371,685	5,360,088	64%	7,374,673	88%	997,012

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In- General Funds	536,369	601,369	112%	703,369	527,527	75%	703,369	100%	-
Transfers In- Health Services	50,000	-	0%	-	-		-		-
Transfer to Vehicle Maint	(75,419)	(75,419)	100%	(76,405)	(57,304)	75%	(76,405)	100%	-
TOTAL TRANSFERS	510,950	525,950	103%	626,964	470,223	75%	626,964	100%	-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	3,000,000	3,010,934	100%	2,326,824	2,326,824	100%	2,326,824	100%	0
Resources over Requirements	(2,040,426)	(1,210,060)		(2,048,028)	(41,324)		(804,121)		1,243,907
Net Transfers - In (Out)	510,950	525,950		626,964	470,223		626,964		-
TOTAL FUND BALANCE	\$ 1,470,524	\$ 2,326,824	158%	\$ 905,760	\$ 2,755,723	304%	\$ 2,149,667	237%	\$1,243,907

A Carry over from fiscal year 2024.

B Mentor contract launched March 2025 (funds being moved to FY26 and FY27)

C Reimbursement for hosting event for Oregon Association of Community Corrections Directors.

D Additional funding provided by parole board for hearings conducted by County staff.

E Projected Personnel savings based on FY24/FY25 average vacancy rate of 15.5%

F Materials and services projections based on current spending trends.



Budget to Actuals Report

Road CIP - Fund 465

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
State Miscellaneous	1,704,116	2,342,101	137%	881,339	890,115	101%	890,115	101%	8,776
Interest on Investments	475,310	580,958	122%	476,000	432,172	91%	561,600	118%	85,600
Miscellaneous	-	28,774		-	-		-		-
TOTAL RESOURCES	2,179,426	2,951,833	135%	1,357,339	1,322,287	97%	1,451,715	107%	94,376

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Materials and Services	132,770	132,770	100%	134,492	100,869	75%	134,492	100%	-
Capital Outlay	24,009,399	22,991,686	96%	16,189,012	3,475,930	21%	10,692,047	66%	5,496,965
TOTAL REQUIREMENTS	24,142,169	23,124,456	96%	16,323,504	3,576,799	22%	10,826,539	66%	5,496,965

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In	12,500,000	12,500,000	100%	10,631,333	4,315,667	41%	9,086,662	85%	(1,544,671)
TOTAL TRANSFERS	12,500,000	12,500,000	100%	10,631,333	4,315,667	41%	9,086,662	85%	(1,544,671)

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	19,012,380	23,347,907	123%	15,675,284	15,675,284	100%	15,675,284	100%	(0)
Resources over Requirements	(21,962,743)	(20,172,623)		(14,966,165)	(2,254,512)		(9,374,824)		5,591,341
Net Transfers - In (Out)	12,500,000	12,500,000		10,631,333	4,315,667		9,086,662		(1,544,671)
TOTAL FUND BALANCE	\$ 9,549,637	\$ 15,675,284	164%	\$ 11,340,452	\$ 17,736,438	156%	\$ 15,387,122	136%	\$4,046,670



Budget to Actuals Report
Road CIP (Fund 465) - Capital Outlay Summary by Project
FY25 YTD March 31, 2025

04/21/2025 Item #3.

75.00%
Year Completed

	Fiscal Year 2024			Fiscal Year 2025				
	Budget	Actuals	%	Budget	Actuals	%	Projection	\$ Variance
Hunnel Rd: Loco Rd to Tumalo Rd	2,693,318	2,544,568	94%		213,235		373,777	(373,777)
Powell Butte Hwy/Butler Market RB	1,950,000	1,551,099	80%	1,095,760	845,205	77%	853,208	242,552
Wilcox Ave Bridge #2171-03 Replacement	-	-		160,000	1,039	1%	135,000	25,000
Paving Tumalo Rd/Deschutes Mkt Rd		-		520,000	471,376	91%	527,518	(7,518)
Hamehook Rd Bridge #16181 Rehabilitation	380,000	367,224	97%	1,930,500	571,438	30%	1,791,900	138,600
NW Lower Bridge Way: 43rd St to Holmes Rd	159,140	105,726	66%	1,650,000	162,710	10%	300,000	1,350,000
Northwest Way: NW Coyner Ave to NW Altmeter Wy	-	-		85,000		0%	50,000	35,000
Tumalo Reservoir Rd: OB Riley to Sisemore Rd	180,000	197,240	110%	2,417,752	130,023	5%	418,600	1,999,152
Local Road Pavement Preservation	-	-		-			-	-
Paving Of Horse Butte Rd	-	-		630,000		0%	-	630,000
Paving Of Obr Hwy: Tumalo To Helmho	2,600,000	2,303,234		2,520,000	291,406	12%	291,406	2,228,594
La Pine Uic Stormwater Improvements	-	-		240,000		0%	240,000	-
S Century Dr / Spring River Rd Roun	10,000	244		1,650,000	578,769	35%	1,200,000	450,000
Burgess Rd/Day Rd Traffic Signal				50,000		0%	-	50,000
Powell Butte Hwy: McGrath Rd to US20				2,290,000	826	0%	2,900,000	(610,000)
Slurry Seal 2025				350,000	717	0%	490,000	(140,000)
Hamby Road School Zone Improvements				-	75,442		80,000	(80,000)
ODOT ARTS Program - Driver Speed Feedback Signs				24,161	24,161	100%	24,161	0
Lazy River Dr Mailbox Improvements				150,000	108,477	72%	108,477	41,523
Asphalt Leveling 2024				200,000	1,107	1%	363,000	(163,000)
Tumalo Rd							500,000	(500,000)
FY 23 Guardrail Improvements	-	-		-			-	-
Signage improvements				125,839		0%	-	125,839
Sidewalk Ramp Improvements		-		100,000		0%	45,000	55,000
TOTAL CAPITAL OUTLAY	\$ 7,972,458	\$ 7,069,335	89%	\$ 16,189,012	3,475,930	21%	10,692,047	\$ 5,496,965



Budget to Actuals Report

Solid Waste - Fund 610

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Franchise Disposal Fees	8,000,000	8,858,989	111%	9,940,000	7,625,711	77%	10,170,000	102%	230,000 A
Commercial Disp. Fee	3,310,000	3,984,563	120%	4,450,000	3,179,814	71%	4,195,000	94%	(255,000) A
Private Disposal Fees	3,450,000	3,236,947	94%	3,420,000	2,600,562	76%	3,625,000	106%	205,000 A
Special Waste	30,000	103,947	346%	645,000	125,870	20%	160,000	25%	(485,000) B
Franchise 5% Fees	565,000	646,761	114%	635,000	634,641	100%	750,000	118%	115,000 C
Yard Debris	400,000	456,528	114%	440,000	313,671	71%	450,000	102%	10,000 D
Miscellaneous	173,000	290,694	168%	170,000	137,224	81%	175,000	103%	5,000
Interest on Investments	60,410	147,126	244%	62,000	164,280	265%	213,100	344%	151,100 E
Recyclables	7,000	7,669	110%	7,000	12,800	183%	15,000	214%	8,000 F
Leases	1	1	100%	1	-	0%	1	100%	-
Other Inter-fund Services	-	-		-	20,000		20,000		20,000
TOTAL RESOURCES	15,995,411	17,733,226	111%	19,769,001	14,814,573	75%	19,773,101	100%	4,100
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	4,108,983	3,967,708	97%	5,739,145	3,664,018	64%	5,274,668	92%	464,477 H
Materials and Services	7,683,911	7,307,004	95%	8,994,999	4,902,416	55%	8,007,955	89%	987,044 I
Capital Outlay	309,000	246,763	80%	282,000	73,394	26%	282,000	100%	-
Debt Service	2,302,640	2,302,520	100%	2,305,600	752,691	33%	2,305,600	100%	-
TOTAL REQUIREMENTS	14,404,534	13,823,996	96%	17,321,744	9,392,519	54%	15,870,223	92%	1,451,521
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In - SW Capital & Equipment Reserve	910,000	-	0%	-	-		-		-
Transfers Out - SW Capital & Equipment Reserve	(2,613,962)	(2,613,962)	100%	(4,564,141)	(2,285,606)	50%	(4,564,141)	100%	-
TOTAL TRANSFERS	(1,703,962)	(2,613,962)	153%	(4,564,141)	(2,285,606)	50%	(4,564,141)	100%	-
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	2,416,385	2,743,514	114%	4,038,781	4,038,781	100%	4,039,441	100%	660
Resources over Requirements	1,590,877	3,909,230		2,447,257	5,422,054		3,902,878		1,455,621
Net Transfers - In (Out)	(1,703,962)	(2,613,962)		(4,564,141)	(2,285,606)		(4,564,141)		-
TOTAL FUND BALANCE	\$ 2,303,300	\$ 4,038,781	175%	\$ 1,921,897	\$ 7,175,229	373%	\$ 3,378,178	176%	\$1,456,281

- A** Total disposal fee projections reflect management's best estimate of revenues to be collected. Disposal tons are typically higher in the summer with reductions in winter; fiscal YTD tons are running 5.3% greater than last year-to-date with a customer mix varying from budget.
- B** Special Waste revenue source is unpredictable and dependent on special clean-up projects of contaminated soil and asbestos; fiscal YTD is running less than budget for sweepings and overs.
- C** Franchise annual fees due April 15, 2025; received monthly installments from Republic and the annual payment from Cascade Disposal.
- D** Yard Debris revenue is seasonal with higher utilization in summer months; fiscal YTD volumes are running close to last year-to-date.
- E** Investment Income projected to come in higher than budget.
- F** Recyclables revenue is positively impacted by larger than anticipated scrap metal proceeds.
- G** Other Inter-fund Services includes unbudgeted Risk reimbursement for Negus security.
- H** Personnel savings based on FY25 YTD average vacancy rate of 10.1% and multiple positions on leave. Factors recently filled 3 FTE Haz Waste positions and plan for limited duration leave coverage.
- I** Project timing for the siting efforts and hazardous waste building remodel are projected to move M&S costs to next fiscal year. Postponed regulatory fee increases and temporary reduced fuel prices are slated to positively impact costs.



Budget to Actuals Report

Fair & Expo - Fund 615

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Food & Beverage	991,000	1,565,820	158%	1,535,000	916,098	60%	1,335,000	87%	(200,000)
Events Revenue	1,050,000	979,919	93%	1,390,000	845,322	61%	1,152,000	83%	(238,000)
Rights & Signage	105,000	106,016	101%	110,000	70,300	64%	93,000	85%	(17,000)
Horse Stall Rental	100,000	74,925	75%	67,500	30,000	44%	52,000	77%	(15,500)
Storage	50,000	51,099	102%	45,000	-	0%	-	0%	(45,000)
Camping Fee	22,500	33,694	150%	37,500	15,180	40%	61,000	163%	23,500
Interest on Investments	22,000	24,619	112%	16,000	15,886	99%	20,200	126%	4,200
Miscellaneous	3,000	7,001	233%	5,000	21,314	426%	23,000	460%	18,000
TOTAL RESOURCES	2,343,500	2,843,093	121%	3,206,000	1,914,102	60%	2,736,200	85%	(469,800)

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	1,478,441	1,499,682	101%	1,851,584	1,156,101	62%	1,519,098	82%	332,486
Personnel Services - F&B	148,510	80,916	54%	187,439	28,244	15%	92,158	49%	95,281
Materials and Services	1,492,986	1,334,327	89%	1,917,689	921,756	48%	1,450,000	76%	467,689
Materials and Services - F&B	514,200	852,112	166%	781,750	549,443	70%	763,000	98%	18,750
Debt Service	100,190	100,139	100%	99,700	50,519	51%	99,700	100%	-
TOTAL REQUIREMENTS	3,734,327	3,867,176	104%	4,838,162	2,706,062	56%	3,923,956	81%	914,206

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In - Room Tax	1,009,023	988,867	98%	963,000	722,250	75%	987,104	103%	24,104
Transfers In - County Fair	-	-		196,900	147,675	75%	196,900	100%	-
Transfers In - Park Fund	30,000	30,000	100%	30,000	22,500	75%	30,000	100%	-
Transfers Out	(163,342)	(10,777)	7%	(10,777)	(8,083)	75%	(10,777)	100%	-
TOTAL TRANSFERS	875,681	1,008,090	115%	1,179,123	884,342	75%	1,203,227	102%	24,104

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	547,763	547,764	100%	531,770	531,770	100%	531,770	100%	0
Resources over Requirements	(1,390,827)	(1,024,083)		(1,632,162)	(791,961)		(1,187,756)		444,406
Net Transfers - In (Out)	875,681	1,008,090		1,179,123	884,342		1,203,227		24,104
TOTAL FUND BALANCE	\$ 32,617	\$ 531,770	999%	\$ 78,731	\$ 624,152	793%	\$ 547,241	695%	\$468,510

A Cascade Futurity's horse stall rental was billed \$30,000 after the event based on usage (billed but not yet received).

B Projected Personnel savings based on FY24/FY25 average vacancy rate of 26.27%



Budget to Actuals Report

Annual County Fair - Fund 616

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Concessions and Catering	790,000	834,968	106%	797,500	831,939	104%	832,576	104%	35,076
Gate Receipts	775,000	1,046,188	135%	780,000	923,260	118%	923,260	118%	143,260
Carnival	430,000	245,809	57%	430,000	468,142	109%	468,142	109%	38,142
Commercial Exhibitors	118,200	114,091	97%	115,000	137,741	120%	137,741	120%	22,741
Fair Sponsorship	92,500	69,967	76%	99,000	118,860	120%	124,960	126%	25,960
State Grant	53,167	53,167	100%	53,167	53,802	101%	53,803	101%	636
Rodeo Sponsorship	30,000	35,452	118%	30,000	44,810	149%	44,811	149%	14,811
Interest on Investments	13,500	25,831	191%	23,000	19,687	86%	26,500	115%	3,500
R/V Camping/Horse Stall Rental	17,250	31,255	181%	18,500	35,982	194%	35,982	194%	17,482
Merchandise Sales	2,500	1,899	76%	2,500	1,608	64%	1,608	64%	(892)
Livestock Entry Fees	2,000	1,940	97%	2,000	3,139	157%	3,139	157%	1,139
Miscellaneous	-	39		-	-		-		-
TOTAL RESOURCES	2,324,117	2,460,606	106%	2,350,667	2,638,968	112%	2,652,521	113%	301,854

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	226,531	189,056	83%	229,798	176,255	77%	240,589	105%	(10,791) A
Materials and Services	2,356,325	2,249,042	95%	2,442,103	2,327,764	95%	2,428,057	99%	14,046
TOTAL REQUIREMENTS	2,582,856	2,438,099	94%	2,671,901	2,504,020	94%	2,668,646	100%	3,255

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfer In - TRT 1%	75,000	75,000	100%	75,000	56,250	75%	75,000	100%	-
Transfers Out	(109,503)	(109,503)	100%	-	-		-		-
Transfer Out - Fair & Expo	-	-		(196,900)	(147,675)	75%	(196,900)	100%	-
TOTAL TRANSFERS	(34,503)	(34,503)	100%	(121,900)	(91,425)	75%	(121,900)	100%	-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	521,447	521,447	100%	509,451	509,451	100%	509,451	100%	(0)
Resources over Requirements	(258,739)	22,507		(321,234)	134,949		(16,125)		305,109
Net Transfers - In (Out)	(34,503)	(34,503)		(121,900)	(91,425)		(121,900)		-
TOTAL FUND BALANCE	\$ 228,205	\$ 509,451	223%	\$ 66,317	\$ 552,974	834%	\$ 371,426	560%	\$305,109

A Projected Personnel based on overage to date



Budget to Actuals Report

Annual County Fair - Fund 616

CY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

	Fair 2024	Fair 2025 Actuals to Date	2025 Projection
RESOURCES			
Gate Receipts	\$ 926,552	\$ -	\$ 950,000
Carnival	468,142	-	455,000
Commercial Exhibitors	463,575	-	454,500
Livestock Entry Fees	3,139	-	3,450
R/V Camping/Horse Stall Rental	35,788	-	30,000
Merchandise Sales	1,608	-	2,250
Concessions and Catering	506,742	-	507,500
Fair Sponsorship	147,752	(6,000)	(6,000)
TOTAL FAIR REVENUES	\$ 2,553,296	\$ (6,000)	\$ 2,396,700
OTHER RESOURCES			
State Grant	635	53,167	106,334
Interest	27,388	5,761	23,761
Miscellaneous	-	-	-
TOTAL RESOURCES	\$ 2,581,319	\$ 52,928	\$ 2,526,795
REQUIREMENTS			
Personnel	222,365	57,419	203,492
Materials & Services	2,524,960	6,897	2,326,219
TOTAL REQUIREMENTS	\$ 2,747,324	\$ 64,316	\$ 2,529,712
TRANSFERS			
Transfer In - TRT 1%	75,000	18,750	75,000
Transfer Out - F&E Reserve	(54,753)	-	-
Transfer Out - Fair & Expo	(98,450)	(49,225)	(49,225)
TOTAL TRANSFERS	\$ (78,203)	\$ (30,475)	\$ 25,775
Net Fair	\$ (244,209)	\$ (41,863)	\$ 22,858
Beginning Fund Balance on Jan 1	\$ 1,020,140	\$ 775,931	\$ 775,931
Ending Balance	\$ 775,931	\$ 734,068	\$ 798,789



Budget to Actuals Report

Fair & Expo Capital Reserve - Fund 617

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Interest on Investments	64,800	94,239	145%	88,000	99,032	113%	130,500	148%	42,500
Miscellaneous	-	130,809		-	94,112		94,112		94,112
TOTAL RESOURCES	64,800	225,047	347%	88,000	193,144	219%	224,612	255%	136,612
REQUIREMENTS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Materials and Services	343,555	274,247	80%	475,000	109,902	23%	475,000	100%	-
Capital Outlay	746,445	191,682	26%	785,000	31,257	4%	785,000	100%	- A
TOTAL REQUIREMENTS	1,090,000	465,928	43%	1,260,000	141,159	11%	1,260,000	100%	-
TRANSFERS	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In - TRT 1%	462,119	453,481	98%	442,396	331,797	75%	452,726	102%	10,330
Transfers In - Fund 165	100,000	100,000	100%	150,000	150,000	100%	150,000	100%	-
Transfers In - Fair & Expo	152,565	-	0%	-	-		-		-
Transfers In - Annual County Fair	109,503	109,503	100%	-	-		-		-
TOTAL TRANSFERS	824,187	662,984	80%	592,396	481,797	81%	602,726	102%	10,330
FUND BALANCE	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	2,592,838	2,757,229	106%	3,179,332	3,179,332	100%	3,179,332	100%	(0)
Resources over Requirements	(1,025,200)	(240,881)		(1,172,000)	51,986		(1,035,388)		136,612
Net Transfers - In (Out)	824,187	662,984		592,396	481,797		602,726		10,330
TOTAL FUND BALANCE	\$ 2,391,825	\$ 3,179,332	133%	\$ 2,599,728	\$ 3,713,114	143%	\$ 2,746,670	106%	\$146,942

A Capital Outlay appropriations are a placeholder should viable projects be recommended and approved for construction.



Budget to Actuals Report

RV Park - Fund 618

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

Fiscal Year 2024			Fiscal Year 2025					
Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
500,000	479,680	96%	450,000	306,293	68%	451,000	100%	1,000
12,500	21,682	173%	15,000	12,278	82%	12,278	82%	(2,722)
2,300	8,447	367%	8,000	8,998	112%	12,200	153%	4,200
7,000	13,820	197%	7,000	22,536	322%	24,000	343%	17,000
5,000	5,575	112%	5,000	5,128	103%	6,000	120%	1,000
2,500	4,335	173%	2,500	1,406	56%	2,500	100%	-
1,500	1,352	90%	1,500	750	50%	1,200	80%	(300)
530,800	534,892	101%	489,000	357,390	73%	509,178	104%	20,178

REQUIREMENTS

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
91,328	92,389	101%	159,210	111,714	70%	156,310	98%	2,900
303,173	202,217	67%	344,054	155,606	45%	285,000	83%	59,054
222,630	222,596	100%	223,600	168,624	75%	223,600	100%	-
617,131	517,201	84%	726,864	435,944	60%	664,910	91%	61,954

TRANSFERS

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
160,000	160,000	100%	160,000	120,000	75%	160,000	100%	-
20,000	20,000	100%	20,000	15,000	75%	20,000	100%	-
(51,564)	(51,564)	100%	(122,142)	(91,607)	75%	(122,142)	100%	-
128,436	128,436	100%	57,858	43,394	75%	57,858	100%	-

FUND BALANCE

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
93,115	166,640	179%	312,766	312,766	100%	312,766	100%	(0)
(86,331)	17,690		(237,864)	(78,554)		(155,732)		82,132
128,436	128,436		57,858	43,394		57,858		-
\$ 135,220	\$ 312,766	231%	\$ 132,760	\$ 277,605	209%	\$ 214,892	162%	\$82,132



Budget to Actuals Report

RV Park Reserve - Fund 619

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

Fiscal Year 2024			Fiscal Year 2025					
Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
34,300	45,518	133%	45,000	44,180	98%	58,200	129%	13,200
34,300	45,518	133%	45,000	44,180	98%	58,200	129%	13,200

REQUIREMENTS

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
100,000	37,958	38%	100,000	-	0%	100,000	100%	-
74,000	7,294	10%	70,000	-	0%	70,000	100%	-
174,000	45,252	26%	170,000	-	0%	170,000	100%	-

TRANSFERS

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
51,564	51,564	100%	122,142	91,607	75%	122,142	100%	-
51,564	51,564	100%	122,142	91,607	75%	122,142	100%	-

FUND BALANCE

Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
1,372,453	1,469,559	107%	1,521,389	1,521,389	100%	1,521,389	100%	0
(139,700)	266		(125,000)	44,180		(111,800)		13,200
51,564	51,564		122,142	91,607		122,142		-
\$ 1,284,317	\$ 1,521,389	118%	\$ 1,518,531	\$ 1,657,176	109%	\$ 1,531,731	101%	\$13,200

A Capital Outlay appropriations are a placeholder



Budget to Actuals Report

Risk Management - Fund 670

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Workers' Compensation	1,111,585	1,158,078	104%	1,116,950	879,268	79%	1,116,950	100%	-
General Liability	935,832	935,832	100%	943,414	707,561	75%	1,040,000	110%	96,586 A
Property Damage	418,028	418,028	100%	419,983	314,987	75%	419,983	100%	-
Unemployment	439,989	348,407	79%	362,214	338,414	93%	362,214	100%	- B
Interest on Investments	200,000	274,605	137%	254,000	211,957	83%	281,300	111%	27,300
Vehicle	226,710	226,710	100%	250,030	187,523	75%	250,030	100%	-
Skid Car Training	10,000	45,839	458%	30,000	37,362	125%	39,000	130%	9,000
Claims Reimbursement	369,959	429,840	116%	20,000	-	0%	10,000	50%	(10,000)
Process Fee- Events/ Parades	2,000	1,595	80%	2,000	770	39%	2,000	100%	-
Miscellaneous	200	2,700	999%	200	85,743	999%	88,000	999%	87,800 C
TOTAL RESOURCES	3,714,303	3,841,634	103%	3,398,791	2,763,584	81%	3,609,477	106%	210,686

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Workers' Compensation	1,880,000	1,933,625	103%	2,000,000	1,690,655	85%	2,150,000	108%	(150,000)
General Liability	1,200,000	994,706	83%	1,500,000	743,780	50%	1,100,000	73%	400,000
Insurance Administration	714,197	672,304	94%	799,487	566,354	71%	806,564	101%	(7,077)
Vehicle	400,000	299,851	75%	700,000	160,998	23%	500,000	71%	200,000
Property Damage	300,250	474,866	158%	400,255	328,587	82%	420,000	105%	(19,745)
Unemployment	250,000	127,637	51%	200,000	64,020	32%	140,000	70%	60,000
Clerk	-	-	-	-	584	999%	-	-	-
TOTAL REQUIREMENTS	4,744,447	4,502,990	95%	5,599,742	3,554,979	63%	5,116,564	91%	483,178

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers Out - IT	(32,000)	(22,328)	70%	-	-	-	-	-	-
Transfers Out - IT Reserve	(118,000)	(118,000)	100%	-	-	-	-	-	-
Transfers Out - Claims Reimbursement	(349,959)	(349,959)	100%	-	-	-	-	-	-
Transfers Out - Vehicle Replacement	(3,500)	(3,500)	100%	(4,500)	(3,375)	75%	(4,500)	100%	-
TOTAL TRANSFERS	(503,459)	(493,787)	98%	(4,500)	(3,375)	75%	(4,500)	100%	-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	8,000,000	9,323,307	117%	8,168,164	8,168,164	100%	8,168,164	100%	(0)
Resources over Requirements	(1,030,144)	(661,356)	-	(2,200,951)	(791,395)	-	(1,507,087)	-	693,864
Net Transfers - In (Out)	(503,459)	(493,787)	-	(4,500)	(3,375)	-	(4,500)	-	-
TOTAL FUND BALANCE	\$ 6,466,397	\$ 8,168,164	126%	\$ 5,962,713	\$ 7,373,394	124%	\$ 6,656,577	112%	\$693,864

A Includes reimbursement from State for higher general liability insurance related to aid and assist.

B Unemployment collected on first \$25K of employee's salary in fiscal year.

C Revenue from State of Oregon for additional layer of excess general liability insurance related to liability related to "aid and assist" population.



Budget to Actuals Report

Health Benefits - Fund 675

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Internal Premium Charges	25,899,034	26,288,364	102%	35,507,169	24,502,168	69%	35,507,169	100%	- A
COIC Premiums	1,963,363	2,228,565	114%	3,091,915	2,045,369	66%	3,091,915	100%	- A
Employee Co-Pay	1,247,416	1,406,479	113%	1,556,257	1,175,581	76%	1,556,257	100%	-
Retiree / COBRA Premiums	1,019,288	1,041,989	102%	1,061,802	649,898	61%	1,061,802	100%	-
Claims Reimbursement & Other	124,944	317,060	254%	800,000	1,287,816	161%	1,306,250	163%	506,250 B
Prescription Rebates	280,000	382,550	137%	626,446	438,094	70%	626,446	100%	-
Interest on Investments	120,000	208,021	173%	211,200	201,639	95%	211,200	100%	-
TOTAL RESOURCES	30,654,045	31,873,028	104%	42,854,789	30,300,565	71%	43,361,039	101%	506,250

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Health Benefits	29,797,663	27,285,660	92%	32,172,026	19,117,613	59%	32,172,026	100%	- C
Deschutes On-Site Pharmacy	4,287,997	5,355,286	125%	4,942,177	2,751,995	56%	4,942,177	100%	- D
Deschutes On-Site Clinic	1,415,279	1,356,819	96%	1,600,661	874,073	55%	1,600,661	100%	-
Wellness	186,274	123,528	66%	104,230	26,876	26%	104,230	100%	- E
TOTAL REQUIREMENTS	35,687,213	34,121,294	96%	38,819,094	22,770,557	59%	38,819,094	100%	-
TOTAL	-	-		-	-		-		-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	6,107,743	6,107,998	100%	3,859,732	3,859,732	100%	3,859,732	100%	(0)
Resources over Requirements	(5,033,168)	(2,248,266)		4,035,695	7,530,008		4,541,945		506,250
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	\$ 1,074,575	\$ 3,859,732	359%	\$ 7,895,427	\$ 11,389,740	144%	\$ 8,401,677	106%	\$506,250 F

- A** The original budget anticipated a 15% increase in Health Benefits Premiums for departments. However, due to higher-than-expected claims in FY24 and projected claim growth in FY25, an additional 15% increase was applied starting August 1, 2024. This resulted in a total increase of 30% compared to FY24.
- B** Budget estimate is based on claims which are difficult to predict.
- C** The revised budget and projection anticipates higher claims than what was originally budgeted.
- D** The revised budget and projection reflects savings from the formulary change recommended by the EBAC.
- E** The revised budget and projection reflects savings from removing the Wellness program as recommended by the EBAC.
- F** Deschutes County Administrative Policy No. F-13 sets forth the appropriate level of reserves. The reserve is comprised of two parts: 1) Claims Reserve at 1.5 times the valuation amount, and 2) Contingency Reserve at 150% of the value of the Claims Reserve. The level of reserve is set at \$8 million (\$3.2 million claim reserve and \$4.8 million contingency reserve requirements). The reserve requirement amount should be compared to the Total Fund Balance amount in this report.



Budget to Actuals Report

911 - Fund 705 and 710

FY25 YTD March 31, 2025 (unaudited)

04/21/2025 Item #3.

75.0%

Year Complete

RESOURCES

	Fiscal Year 2024			Fiscal Year 2025					
	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Property Taxes - Current Yr	10,932,000	11,024,163	101%	11,556,000	11,147,525	96%	11,493,915	99%	(62,085) A
Telephone User Tax	1,827,530	1,950,780	107%	1,800,500	971,418	54%	1,800,500	100%	- B
Interest on Investments	312,321	462,829	148%	426,000	443,539	104%	572,400	134%	146,400
Police RMS User Fees	244,435	255,485	105%	255,000	210,910	83%	255,000	100%	- C
Contract Payments	167,765	172,636	103%	179,300	168,676	94%	179,300	100%	-
User Fee	148,820	151,203	102%	148,600	145,216	98%	148,600	100%	-
Data Network Reimbursement	145,852	107,080	73%	106,500	87,901	83%	106,500	100%	-
State Reimbursement	93,000	97,500	105%	93,000	85,448	92%	93,000	100%	- D
Property Taxes - Prior Yr	90,000	108,215	120%	90,000	101,131	112%	101,131	112%	11,131
Property Taxes - Jefferson Co.	40,500	40,915	101%	42,500	39,224	92%	42,500	100%	-
Miscellaneous	32,100	34,304	107%	36,500	24,472	67%	36,500	100%	-
TOTAL RESOURCES	14,034,323	14,405,107	103%	14,733,900	13,425,459	91%	14,829,346	101%	95,446

REQUIREMENTS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Personnel Services	9,032,045	8,712,047	96%	10,237,093	6,953,148	68%	9,618,628	94%	618,465
Materials and Services	4,250,715	3,275,322	77%	4,267,026	2,687,802	63%	4,267,026	100%	-
Capital Outlay	1,831,000	1,440,223	79%	2,750,500	1,288,831	47%	2,750,500	100%	-
TOTAL REQUIREMENTS	15,113,760	13,427,592	89%	17,254,619	10,929,781	63%	16,636,154	96%	618,465

TRANSFERS

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Transfers In	1,950,000	-	0%	515,000	515,000	100%	515,000	100%	-
Transfers Out	(1,950,000)	-	0%	(515,000)	(515,000)	100%	(515,000)	100%	-
TOTAL TRANSFERS	-	-		-	-		-		-

FUND BALANCE

	Budget	Actuals	%	Budget	Actuals	%	Projection	%	\$ Variance
Beginning Fund Balance	13,202,343	13,393,950	101%	14,371,465	14,371,465	100%	14,371,465	100%	0
Resources over Requirements	(1,079,437)	977,515		(2,520,719)	2,495,678		(1,806,808)		713,911
Net Transfers - In (Out)	-	-		-	-		-		-
TOTAL FUND BALANCE	\$ 12,122,906	\$ 14,371,465	119%	\$ 11,850,746	\$ 16,867,143	142%	\$ 12,564,657	106%	\$ 713,911

A Current year taxes received primarily in November, February and May; actual FY24-25 TAV is 4.64% over FY23-24 vs. 5.2% budgeted.

B Telephone tax payments are received quarterly

C Invoices are mailed in the Spring

D State GIS reimbursements are received quarterly



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 21, 2025

SUBJECT: Preparation for Public Hearing: Temporary Hardship Dwelling Text Amendment

RECOMMENDED MOTION:

N/A

BACKGROUND AND POLICY IMPLICATIONS:

The Board of Commissioners will conduct a work session on April 21, 2025, in preparation for a public hearing on April 23, 2025. The subject of the public hearing is proposed text amendments relating to temporary hardship dwellings (file no. 247-25-000078-TA).

BUDGET IMPACTS:

None

ATTENDANCE:

Nicole Mardell, AICP, Senior Planner
Will Groves, Planning Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Nicole Mardell, AICP, Senior Planner

DATE: April 16, 2025

SUBJECT: Preparation for Public Hearing: Temporary Hardship Dwelling Text Amendment

The Deschutes Board of Commissioners (Board) will conduct a work session on April 21, 2025, in preparation for a public hearing to consider text amendments relating to temporary hardship dwellings (file no. 247-25-000078-TA). The public hearing is scheduled for April 23, 2025. 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 with 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 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.

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 weigh in on:

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 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. 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

A public hearing with the Board is scheduled for April 23, 2025.

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 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. One recreational vehicle subject to the criteria under subsection (F); or
 3. 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. 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 ~~dwelling~~home 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](#)

...

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.~~

...

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

...

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.

...

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.

...

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](#)

...

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.

...

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](#)

...

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](#)

...

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.

...

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.~~

...

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 21, 2025

SUBJECT: Deschutes County Property / East of Redmond / Code Enforcement Violation

RECOMMENDED MOTION:

Three options are listed below for consideration:

1. Initiate Policy No. GA-23 and remove all unpermitted homeless encampments, utilizing a voluntary compliance agreement that encompasses all violations stated in the Notice of Violation.
2. Hold code enforcement violations contained within case # 247-24-000300-CE in abeyance; or
3. Proceed with code enforcement and a hearing on May 6 at 1:30 p.m. in the Deschutes Services Center building, Barnes and Sawyer rooms.

BACKGROUND AND POLICY IMPLICATIONS:

The Community Development Department is respectfully asking the Board of County Commissioners to provide direction as it pertains to code enforcement violations on county-owned property near the Negus Transfer Station east of Redmond.

BUDGET IMPACTS:

N/A

ATTENDANCE:

Peter Gutowsky, Community Development Director
Angela Havniear, Administrative Manager



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Peter Gutowsky, AICP, Director
Angela, Havnear, Administrative Manager

DATE: April 21, 2025

SUBJECT: Deschutes County Property / East of Redmond / Code Enforcement Violation

I. OPTIONS

The Community Development Department (CDD) is respectfully asking the Board of County Commissioners (Board) to provide direction as it pertains to code enforcement violations on county-owned property near the Negus Transfer Station, east of Redmond. A Notice of Violation and proposed civil penalty was issued on March 27, 2025. Three options are listed below for consideration:

1. Initiate Policy No. GA-23 and remove all unpermitted homeless encampments, utilizing a voluntary compliance agreement that encompasses all violations stated in the Notice of Violation.
2. Hold code enforcement violations contained within case # 247-24-000300-CE in abeyance; or
3. Proceed with code enforcement and a hearing on May 6 at 1:30 p.m. in the Deschutes Services Center, Barnes and Sawyer rooms.

II. BACKGROUND

CDD confirmed a code enforcement complaint at 1002 NE 17th Street, taxlot 1513000000103, on September 19, 2024. This property is being utilized for unpermitted homeless encampments in the Exclusive Farm Use (EFU) zone. There are documented violations with respect to public health and safety regulations that reveal extremely dangerous conditions. The lack of approved sanitary disposal systems and unapproved structures for human habitation warrant immediate attention.

- Overnight camping or parking for those that are experiencing homelessness are not permitted uses in the EFU zone.
- Many of the campsites contain site built structures that do not meet state building code requirements for lateral and gravitational loading that our region's wind and snow loads apply to structures. Deschutes County Code (DCC) 15.04.010. Some have multiple solid fuel burning appliances and fire pits. Fires are being used for comfort, heat, as a way to address garbage accumulation and as a means to eliminate human waste. Wood stoves and their associated vents do not meet code requirements for clearance to combustibles. M1306. They pose a fire hazard through their use and future unknown

hazards due to pyrolysis. The continued allowance of these campsites does not provide equal protection under the law for the individuals inhabiting them and it places first responders at greater risk. Oregon Residential Special Code R101.4; Oregon Revised Statute 455.020.

- The homeless population living at this location in makeshift campsites are violating DCC 13.08.010 and Oregon Administrative Rule (OAR) 340-071-0130(2) by creating human waste, sanitation and hygiene concerns. Some may be using buckets for toilets and rudimentary privies or simply discharging sewage or septage onto the ground surface. These represent significant potential health hazards. OAR 340-071-0130(3) Prohibited discharges of wastewater. A person may not discharge untreated or partially treated wastewater or septic tank effluent directly or indirectly onto the ground surface or into public waters. Such discharge constitutes a public health hazard and is prohibited. The inadequate handling of human waste exposes the immediate population to pathogenic bacteria, viruses and parasites. The lack of basic sanitation further promotes the likelihood of spreading disease. Poor sanitary conditions in these primitive camping areas also include solid waste, garbage and tires. Rats, mice, ground squirrels and birds are likely present and provide another opportunity for diseases to spread. These animals can get into human waste and spread pathogens as well.
- The solid waste accumulation on the subject property violates DCC 13.36.010.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 21, 2025

SUBJECT: Community Development Department Draft FY 2025-26 Work Plan / Work Session

RECOMMENDED MOTION:

N/A—information only.

BACKGROUND AND POLICY IMPLICATIONS:

On April 21, the Community Development Department (CDD) will prepare the Board of County Commissioners for a May 7 public hearing on the department's Draft FY 2025-26 Work Plan and 2024 Annual Report. During the work session, CDD's management team will briefly highlight certain projects.

BUDGET IMPACTS:

None

ATTENDANCE:

Peter Gutowsky, CDD Director
Randy Scheid, Building Official
Todd Cleveland, Onsite Wastewater Manager
Angela Havniear, Administrative Manager
Anthony Raguine, Principal Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners

FROM: Peter Gutowsky, AICP, Director
Management Team

DATE: April 21, 2025

SUBJECT: Draft Fiscal Year (FY) 2025-26 Work Plan and 2024 Annual Report / Work Session

I. SUMMARY

On April 21, the Community Development Department (CDD) will prepare the Board of County Commissioners (Board) for a May 7 public hearing on the department's Draft FY 2025-26 Work Plan and 2024 Annual Report (Attachment). During the work session, CDD's management team will briefly highlight certain projects.

II. BACKGROUND

Each spring, CDD prepares a work plan describing projects for the upcoming fiscal year. It provides an opportunity for the Planning Commission, Historic Landmarks Commission (HLC), residents, customers, partner agencies, and the Board to offer input, including additions and modifications. The work plan describes the most important projects in each division based on:

- | | |
|---|----------------------------|
| 1. Board annual goals and policies. | 3. Changes in state law. |
| 2. Carry-over projects from current or prior years. | 4. Grants/funding sources. |
| | 5. Public comments. |

It also provides context for prioritizing and initiating new projects that arise during the year. The foundations of the work plan include:

- Sustaining high customer service levels.
- Continuing to improve CDD's website and other electronic services to enhance efficiency and service delivery.
- Implementing robust long range planning projects.

III. PLANNING COMMISSION RECOMMENDATION

The Planning Commission conducted a public hearing on the Planning Division Work Plan on March 27 and received two comments, one requesting a Deschutes River Woods Community Plan, the other emphasizing more code enforcement resources. Deliberations occurred on April 10. Staff utilized three tables, described

below, to facilitate a recommendation. Considering the priority projects listed in Table 1, the Planning Commission ranked in order of importance, dark skies #1, natural hazard planning #2, and Newberry Country Plan Update #3.¹ They endorsed all the projects listed in Tables 2 and 3, considering them noteworthy for the community. To the extent that resources become available, they also support convening panel discussions, prioritizing water resources and regional housing discussions, ahead of other suggestions such as destination resorts, a high desert zone concept, and wildlife.

IV. PRIORITY PROJECTS

Table 1 captures priority discretionary and nondiscretionary projects that are supported by the Board and Planning Commission, grant funded, or in process. These projects in their totality are “significant,” requiring staffing resources that span 6 to 12 months or longer.

Table 1 – Priority Discretionary and Non-discretionary Projects

Priority Projects	
1. Current Planning ²	4. Newberry Country Plan Update
2. Comprehensive Plan 2040 Reconsideration	5. Natural Resource and Hazard Planning
3. Clear and Objective Standards for Housing	6. Dark Skies

Table 2 identifies ongoing Planning Division operational responsibilities, regional coordination duties, and code maintenance tasks. These projects in their totality range from “minor” to “moderate,” requiring staffing resources that span 4 to 8 months to complete.

Table 2 – Operational Responsibilities, Coordination Duties, and Code Maintenance

Category	Projects
Operational Responsibilities	<div>1. Destination resort and overnight lodging reporting.</div> <div>2. Marijuana inspections.</div> <div>3. Population estimates and forecasting.</div> <div>4. Staffing HLC, Bicycle and Pedestrian Advisory Committee, and Deschutes River Mitigation and Enhancement Committee.</div> <div>5. 2026 Legislative Short Session.</div> <div>6. Interdepartmental coordination (new landfill siting, etc.).</div>

¹ The Planning Commission recognized that Current Planning, the Comp Plan Update, and Clear and Objective Standards are mandatory and currently consume significant staff resources.

² Current Planning responsibilities are non-discretionary. Local land use decisions are subject to specific deadlines per state law. ORS 215.427.

Category	Projects
Coordination Duties	<ol style="list-style-type: none"> 7. City of Bend Coordination <ul style="list-style-type: none"> • Coordinate growth management issues, including technical analyses related to housing and employment needs, and SB 1537, an expedited UGB amendment for affordable and work force housing. • Coordinate with the Bend Park and Recreation District for the development of park space in SE Bend. 8. City of La Pine Coordination <ul style="list-style-type: none"> • Participate in La Pine 2045 Comprehensive Plan Update process. • Participate with Deschutes County Property Management and the City of La Pine to update Newberry Neighborhood comprehensive plan designations, master plan, and implementing regulations. • Coordinate transportation impacts and long-range planning for County-owned right-of-way facilities located within city limits. 9. City of Redmond Coordination <ul style="list-style-type: none"> • Coordinate growth management issues, including technical analyses related to housing, employment needs, and planning efforts for the McVey Interchange on South Highway 97. • Update the Joint Management Agreement and Urban Holding zone per HB 3197. 10. City of Sisters Coordination <ul style="list-style-type: none"> • Participate in the implementation of Sisters Country Vision Plan, City of Sisters Comprehensive Plan Update, and UGB Expansion process. • Coordinate on urbanization related code amendment projects. 11. Transportation Planning <ul style="list-style-type: none"> • Process road naming requests associated with certain types of development on a semi-annual basis. • Administer the County's Transportation System Development Credit program. • Coordinate with Bend Metropolitan Planning Organization on regional projects and planning. • Coordinate with the Oregon Department of Transportation on roadway projects and interchange area management plans. • Coordinate internal review of Deschutes County Code (DCC) Title 17 code amendments related to land divisions, road improvements, and transportation impacts to ensure compliance with HB 3197. • Provide updated traffic data for the ongoing Newberry Country Plan update. 12. Housing Strategies. <ul style="list-style-type: none"> • Amend DCC to define family for unrelated persons HB 2538, non-familial Individuals. • Explore options and approaches to address rural housing and homelessness as allowed under state law. 13. Department of Land Conservation and Development Rulemaking <ul style="list-style-type: none"> • Monitor rulemaking as it pertains to Goal 5 – Cultural Areas, Farm and Forest Conservation Program Improvements, and Eastern Oregon Solar Siting. 14. Initiate legislative amendments to the Comprehensive Plan and Zoning Code as needed.
Code Maintenance	<ol style="list-style-type: none"> 15. Housekeeping Amendments <ul style="list-style-type: none"> • Initiate Comprehensive Plan and/or Zoning Text amendments to comply with and implement new or revised state laws.

Table 3 lists discretionary zoning text amendments. These are “lower” priority projects, requiring staffing resources that span 4 to 12 months or longer to complete. All of the text amendments carryover from 2024.

Table 3 – Low Priority Zoning Text Amendments

Category	Projects
Zoning Text Amendments	<div><div>1. Allow “self-serve” farm stands in Rural residential Exception Areas Comply with House Bill 3109 (2021) pertaining to establishment of childcare facilities in industrial zones.</div><div>2. Childcare facilities in Industrial Zones</div><div>3. Define family for unrelated persons per HB 2538 (Non-familial Individuals).</div><div>4. Forest Zone Code—Review for compliance with Oregon Administrative Rule.</div><div>5. Lot Line Adjustments and Re-platting.</div><div>6. Medical Hardship Dwellings—review for consistency with state law.</div><div>7. Minor variance 10% lot area rule for farm and forest zoned properties.</div><div>8. Outdoor Mass Gatherings update.</div><div>9. Section 6409(a) of the Spectrum Act (Wireless Telecommunication Amendments).</div><div>10. Sign code to become consistent with federal law.</div><div>11. Title 19, 20, 21—Language related to Class I, II, and III road projects as allowed uses.</div><div>12. Title 22—Procedures Ordinance for consistency with state law and planning department interpretations.</div><div>13. Wetland Regulation Clarification for Irrigation or Artificially Created Wetlands.</div></div>

V. BOARD PUBLIC HEARING

The Board will conduct a public hearing on the Draft FY 2025-26 Work Plan on May 7 and ultimately prioritize projects based on their annual goals and objectives as planning resources become available. Public comments are invited and welcome. Written and email comments should be sent to Peter.Gutowsky@deschutes.org. CDD coordinated with Administration to issue a press release announcing this public hearing.

Attachment:

CDD Draft FY 2025-26 Work Plan & 2024 Annual Report



COMMUNITY DEVELOPMENT

FY 2025-26 Work Plan & 2024 Annual Report



117 NW Lafayette Avenue
P.O. Box 6005
Bend, OR 97703
www.deschutes.org/cd
(541) 388-6575

Building Safety
Code Enforcement
Coordinated Services
Onsite Wastewater
Planning

Table of Contents

Introduction 4

Mission Statement 4

Purpose 4

Adoption 4

Elected & Appointed Officials 5

Board of County Commissioners FY 2025-2026 Goals & Objectives 6

Population Growth 8

Budget & Organization..... 9

Fiscal Issues 9

Operational Challenges 9

Budget Summary 10

Staff Summary 10

Organizational Chart10

Performance Management 11

2024 Performance Management Results 11

2024 Year in Review13

2025-2026 Performance Measures By Division 13

Building Safety 13

Code Enforcement 13

Coordinated Services13

Onsite Wastewater 13

Planning14

Administrative Services 15

Overview 15

2024 Year in Review 15

2025-26 Work Plan Projects 15

Table of Contents

Building Safety 16

Overview 16

2024 Year In Review 16

2025-26 Work Plan Projects 18

Code Enforcement 19

Overview 19

2024 Year in Review 19

2025-26 Work Plan Projects 20

Coordinated Services 22

Overview 22

2024 Year in Review 22

2025-26 Work Plan Projects 22

Onsite Wastewater 23

Overview 23

2024 Year in Review 23

2025-26 Work Plan Projects 25

Planning 26

Overview 26

Current Planning 26

Long Range Planning 26

Transportation Planning 26

Floodplain & Wetlands Planning 26

2024 Year in Review 27

2025-26 Work Plan Projects 32

Community Involvement Report 36

Introduction

Community Development Mission Statement

The Community Development Department (CDD) facilitates orderly growth and development in Deschutes County through coordinated programs of Building Safety, Code Enforcement, Coordinated Services, Onsite Wastewater, Planning, and education and service to the public.

Purpose

The Fiscal Year (FY) 2025-26 Work Plan and 2024 Annual Report highlight the department's goals, objectives, and accomplishments and are developed to:

- Report on achievements and performance.
- Implement the Board of County Commissioners (BOCC) goals and objectives.
- Implement the Deschutes County Customer Service "Every Time" Standards.
- Effectively and efficiently manage organizational assets, capabilities and finances.
- Fulfill the department's regulatory compliance requirements.
- Address changes in state law.
- Enhance the county as a safe, sustainable and highly desirable place to live, work, learn, recreate, visit and more.

Adoption

The BOCC adopted this report on June XX, 2025, after considering public, stakeholder and partner organization input and Planning Commission and Historic Landmarks Commission recommendations. The Work Plan often includes more projects than there are resources available. CDD coordinates with the BOCC throughout the year to prioritize and initiate projects. Those not initiated are often carried over to future years.



Elected & Appointed Officials

BOARD OF COUNTY COMMISSIONERS

Anthony DeBone, Chair, January 2027
 Patti Adair, Vice Chair, January 2027
 Phil Chang, Commissioner, January 2029

COUNTY ADMINISTRATION

Nick Lelack, County Administrator
 Whitney Hale, Deputy County Administrator
 Erik Kropp, Deputy County Administrator

PLANNING COMMISSION

Matt Cyrus — Chair, Sisters Area, 6/30/26
 Susan Altman — Vice Chair, Bend Area, 6/30/28
 Nathan Hovekamp — Bend Area, 6/30/27
 Kelsey Kelley — Tumalo Area, 6/30/27
 Jessica Kieras — Redmond Area, 6/30/26
 Mark Stockamp — At Large, 6/30/27
 Toni Williams — South County, 6/30/29

HISTORIC LANDMARKS COMMISSION

Rachel Stemach — Chair, Bend Area, 3/31/28
 Dennis Schmidling — Vice Chair, City of Sisters, 3/31/28
 Eli Ashley — At Large, 3/31/26
 Lore Christopher — At Large, 3/31/26
 Christine Horting-Jones — Ex-Officio, 3/31/28
 Marc Hudson — At Large, 3/31/28
 Lilian Syphers — Ex-Officio, 3/31/28

HEARINGS OFFICERS

Tommy Brooks
 Gregory J. Frank
 Alan Rappleyea
 Laura Westmeyer

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

Jennifer Letz — Chair, Sisters, 6/30/26
 David Green — Vice Chair, At Large, 6/30/26
 Wendy Holzman — At Large, 6/30/26
 Mason Lacy — At Large, 6/30/26
 David Roth — Bend, 6/30/26
 Rachel Zakem — At Large, 6/30/26
 Anthony Accinelli — La Pine, 6/30/27
 Neil Baunsgard — Bend, 6/30/27
 Diane Flowers, At Large, 6/30/27
 Matt Muchna — At Large, 6/30/27
 Bob Nash — Redmond, 6/30/2027
 Mark Smith — At Large, 6/30/27

Board of County Commissioners

FY 2025-26 Goals & Objectives

Mission Statement: Enhancing the lives of citizens by delivering quality services in a cost-effective manner.

Safe Communities (SC): Protect the community through planning, preparedness, and delivery of coordinated services.

- Provide safe and secure communities through coordinated public safety and crisis management services.
- Reduce crime and recidivism and support victim restoration and well-being through equitable engagement, prevention, reparation of harm, intervention, supervision and enforcement.
- Collaborate with partners to prepare for and respond to emergencies, natural hazards and disasters.

Healthy People (HP): Enhance and protect the health and well-being of communities and their residents.

- Support and advance the health and safety of all Deschutes County's residents.
- Promote well-being through behavioral health and community support programs.
- Ensure children, youth and families have equitable access to mental health services, housing, nutrition, child care, and education/prevention services.
- Help to sustain natural resources and air and water quality in balance with other community needs.
- Apply lessons learned from pandemic response, community recovery, and other emergency response events to ensure we are prepared for future events.

A Resilient County (RC): Promote policies and actions that sustain and stimulate economic resilience and a strong regional workforce.

- Update County land use plans and policies to promote livability, economic opportunity, disaster preparedness, and a healthy environment.
- Maintain a safe, efficient and economically sustainable transportation system.
- Manage County assets and enhance partnerships that grow and sustain businesses, tourism, and recreation.

Housing Stability and Supply (HS): Support actions to increase housing production and achieve stability.

- Expand opportunities for residential development on appropriate County-owned properties.
- Support actions to increase housing supply.
- Collaborate with partner organizations to provide an adequate supply of short-term and permanent housing and services to address housing insecurity.

Board of County Commissioners

FY 2025-26 Goals & Objectives

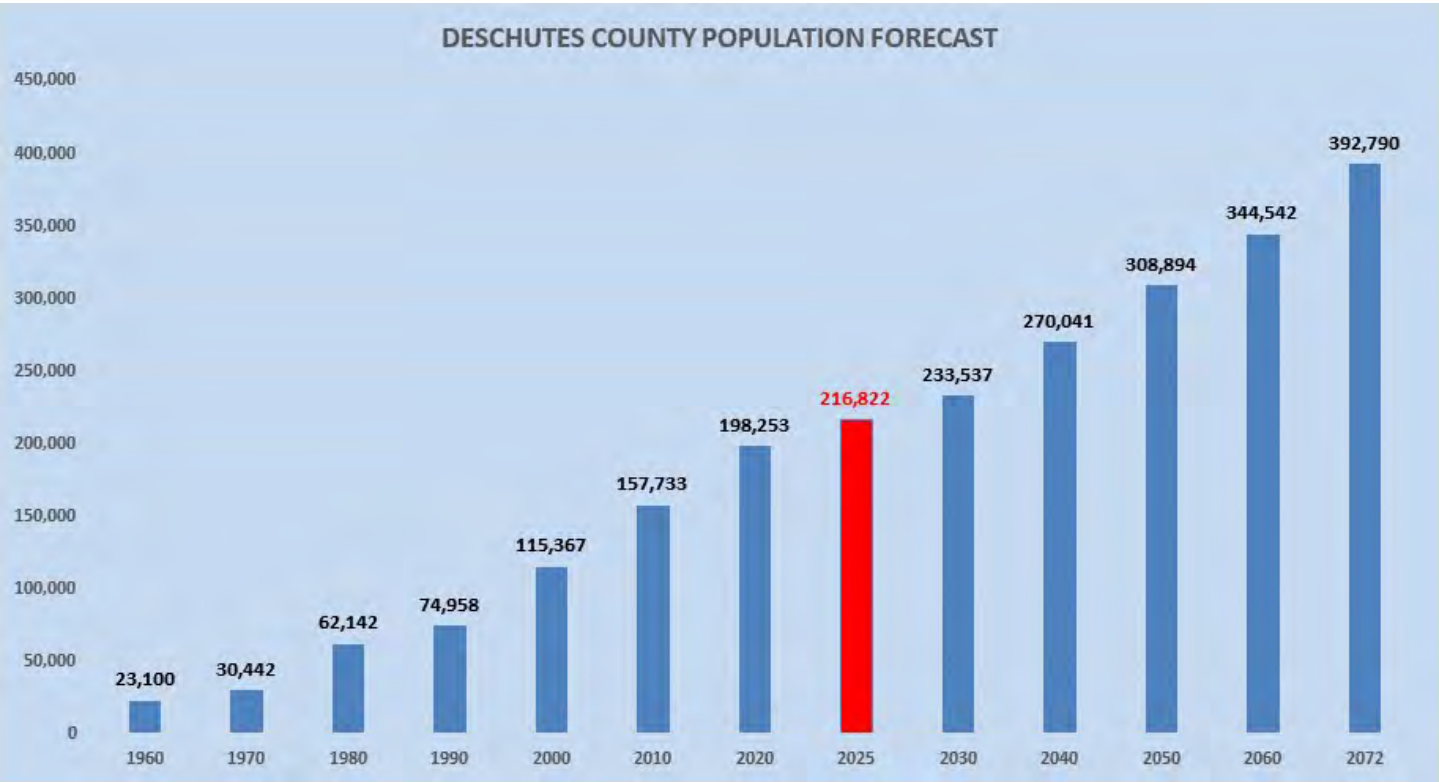
Service Delivery (SD): Provide solution-oriented service that is cost-effective and efficient.

- Ensure quality service delivery through the use of innovative technology and systems.
- Support and promote Deschutes County Customer Service “Every Time” standards.
- Continue to enhance community participation and proactively welcome residents to engage with County programs, services and policy deliberations.
- Preserve, expand and enhance capital assets, to ensure sufficient space for operational needs.
- Maintain strong fiscal practices to support short and long-term County needs.
- Prioritize recruitment and retention initiatives to support, sustain, and enhance County operations.



Deschutes County Fair

Population Growth



This graph provides a snapshot of the County's growth since 1960 and the 50-year Portland State University (PSU) Population Forecast for Deschutes County from 2022 through 2072.

PORTLAND STATE UNIVERSITY 2022-2072 DESCHUTES COUNTY FORECAST

Geographic Area	2022	2025	2047	*AAGR 2025-2047	2072
Deschutes County	207,921	216,822	291,344	1.3%	382,813
Bend	103,296	109,525	155,066	1.6%	218,270
Redmond	37,342	39,533	57,516	1.7%	79,152
Sisters	3,437	3,799	8,049	3.1%	15,190
La Pine	2,736	2,950	5,544	2.3%	9,061
Unincorporated	60,430	61,014	65,164	0.3%	61,140

*AAGR: Average Annual Growth Rate

Budget & Organization

Fiscal Issues

- CDD experienced a modest improvement in permitting volumes in 2024, mainly due to legislation allowing accessory dwelling units (ADUs) in rural residential areas. While single-family dwelling (SFD) permits and site evaluations increased, land use applications declined. ADU application types accounted for 4% of SFD permits, 21.2% of site evaluations, and 5% of land use applications. This initial surge in application submissions is not anticipated to continue.
- Personnel cost increases are anticipated due to several key factors. These include adjustments to salaries resulting from a Pay Equity & Market Evaluation Project, which is intended to increase competitiveness in the job market, rising benefit costs, and investments in staff training to ensure exceptional service delivery. It is essential to plan for these increases to maintain our commitment to attracting and retaining top talent, which is critical to long-term success and organizational stability.
- CDD responds to development inquiries, implements legislative and BOCC priorities, and supports County initiatives. Many of these require research and detailed responses without generating permits or revenue. This “non-fee generating” work, while a public good, consumes resources needed for processing applications and permits.
- Issues may also arise from adapting to changes in the economy and complying with evolving legislation.

Operational Challenges

- Maintaining productivity amid staff resignations while completing training for new staff. In 2024, CDD welcomed 6 new staff members, saw 5 resignations, and added 2 new positions, resulting in a total of 52 FTE. Approximately 45% of staff have 5 years or less experience with the department.
- Coordinating with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff in a highly competitive market.
- Continue succession planning for anticipated staff retirements, with 15% of staff eligible for retirement within the next 3 to 8 years based on length of service.
- Implementing new laws from the 2023, 2024, and possibly the 2025 Legislative Session.
- Processing complex cases, applications, and evaluations require thorough analysis and interpretation of local and state regulations.
- Addressing affordable housing by collaborating with cities, the County's Property Manager, and other partners.
- Improving the department's website and other electronic services to enhance efficiencies and service delivery.

Budget & Organization

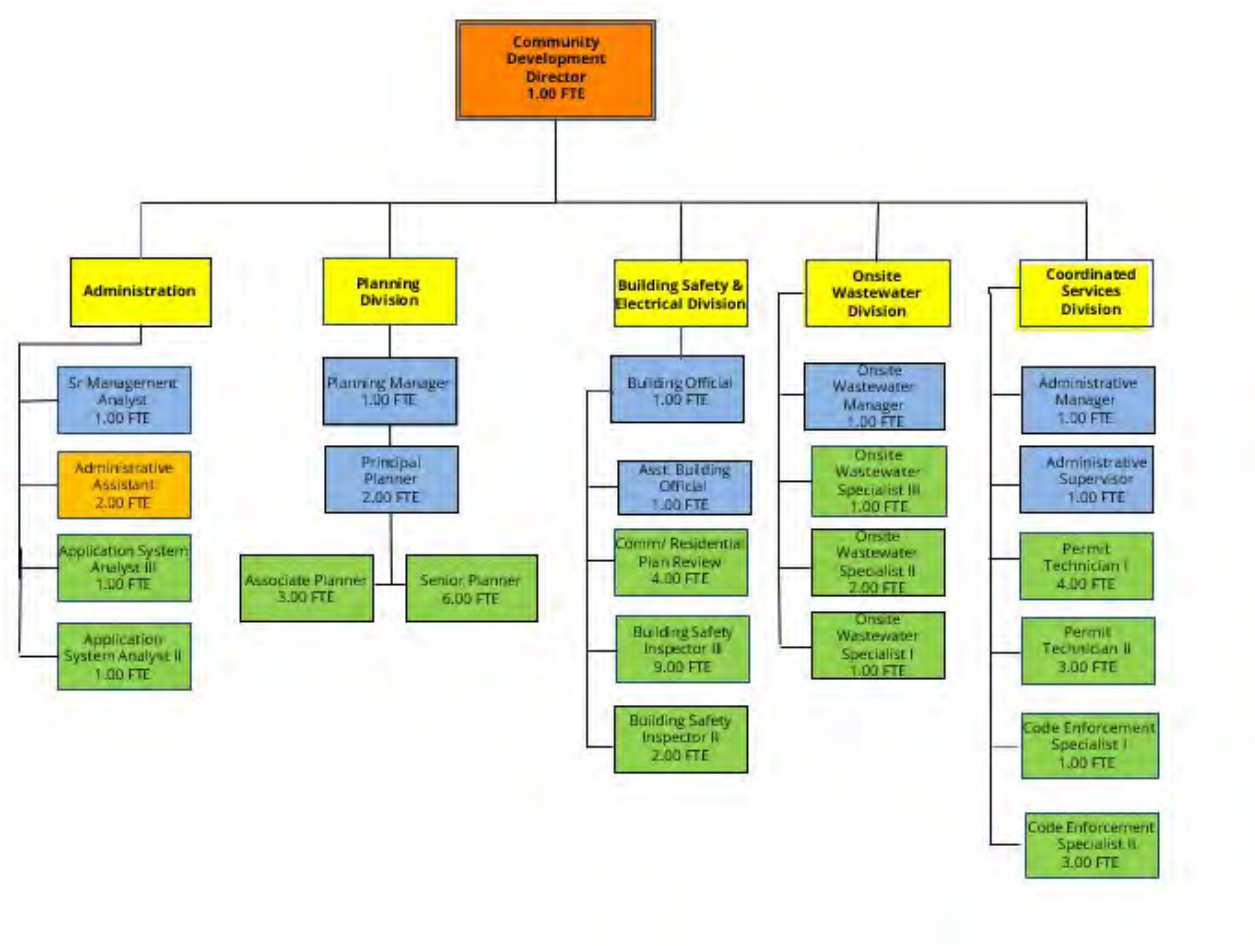
Budget Summary

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Resources	\$11,302,683	\$13,932,023	\$12,475,587	\$11,329,936	\$11,760,201
Requirements	\$11,302,683	\$13,392,023	\$12,475,587	\$11,329,936	\$11,760,201

Staff Summary

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Total FTE's	70.00	65.00	58.00	53.00	53.00

Organizational Chart



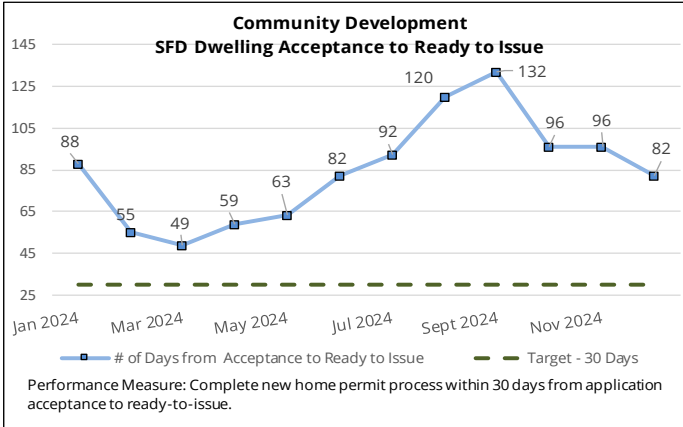
Performance Management

CDD is committed to a comprehensive approach to managing performance. The department achieves its goals and objectives by strategically establishing and monitoring performance measures and then adjusting operations based on those results. The performance measures allow staff to:

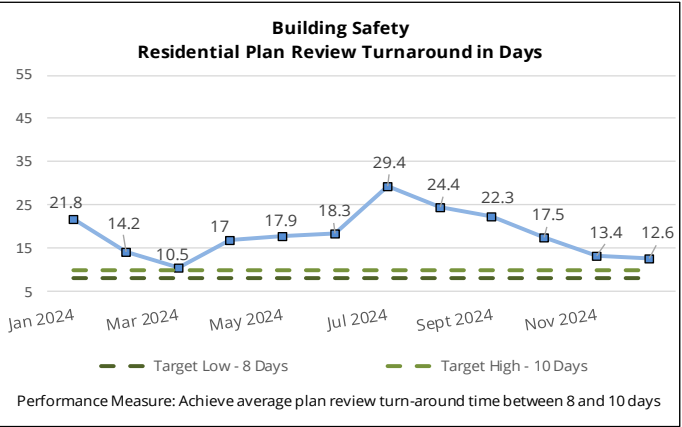
- Address service delivery expectations from the perspectives of CDD’s customers.
- Ensure the department fulfills its regulatory responsibilities.
- Efficiently and effectively manage the organization’s assets, capacities and finances.
- Preserve and enhance the County as a safe, sustainable and desirable place to live, work, visit, and recreate.

The following graphs represent a sample of CDD’s performance measures for 2024. For a complete review of performance measures, please follow this link: <https://deschutes.org/cd/>.

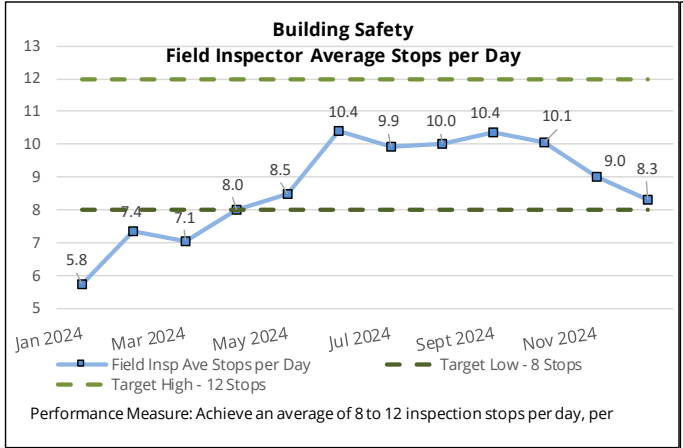
2024 Performance Management Results



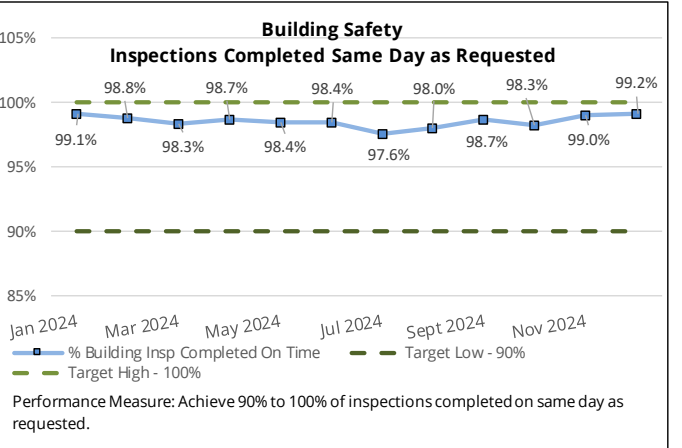
Annual Average of 86 Days - Target Not Achieved



Annual Average of 18.7 Days - Target Not Achieved



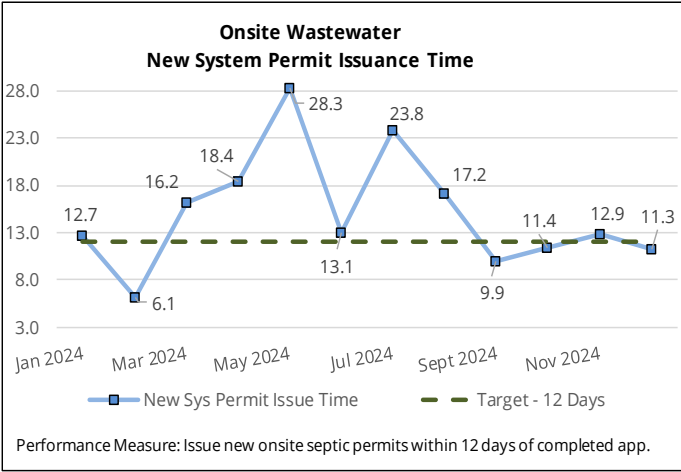
Annual Average of 8.6 Stops Per Day - Target Achieved



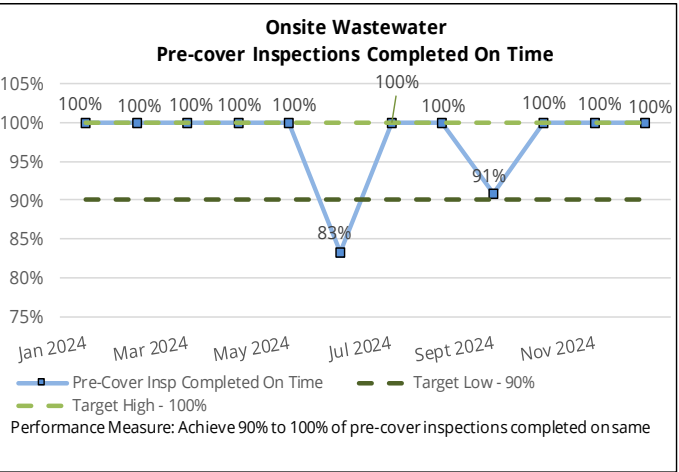
Annual Average of 99.1% - Target Achieved

Performance Management

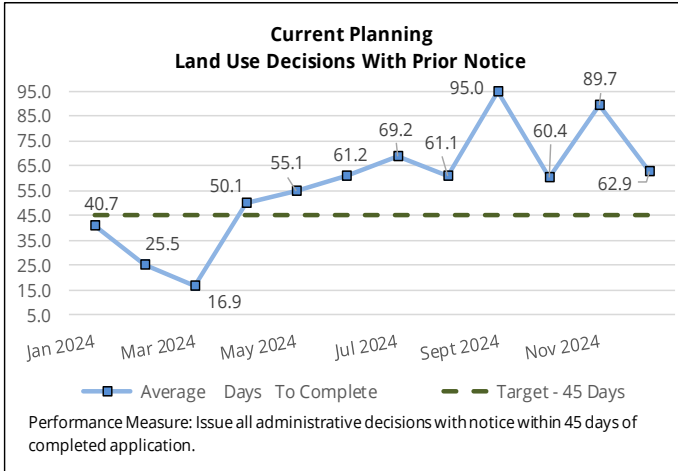
2024 Performance Management Results, continued



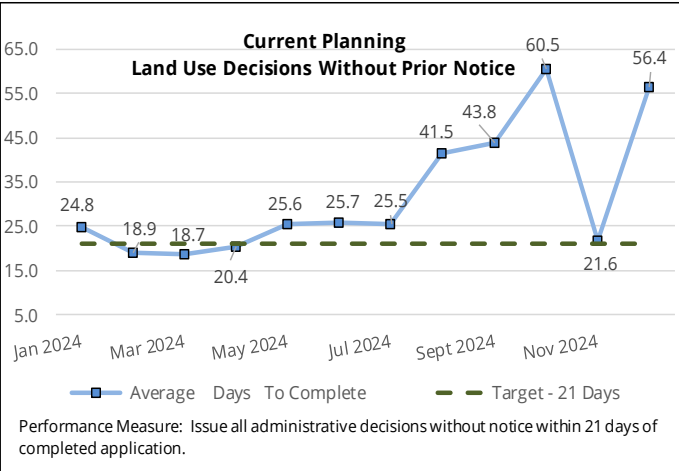
Annual Average of 16.1 Days - Target Not Achieved



Annual Average of 96.5% Completed - Target Achieved



Annual Average of 55.4 Days - Target Not Achieved



Annual Average of 32.2 Days - Target Not Achieved



Performance Management

2024 Year in Review

- ✓ Continued to invest significant resources in comprehensive training and development plans for new staff.
- ✓ Code Enforcement transitioned to a system of reporting the number of violations rather than the total number of cases.
- ✓ Revised reporting to eliminate periods of time waiting for applicant responses.



FY 2025-26 Performance Measures By Division

CDD's FY 2025-26 performance measures align the department's operations and work plan with BOCC annual goals and objectives and the County's Customer Service "Every Time" Standards.

Building Safety

- Achieve an average 8-12 inspection stops per business day to provide quality service. (BOCC Goal & Objective SD-1)
- Achieve an average turnaround time of 8-10 business days for building plan reviews, ensuring compliance with or exceeding state requirements. (BOCC Goal & Objective SD-1)
- Achieve 90-100% of inspections completed the same day as requested. (BOCC Goal & Objective SD-1)

Code Enforcement

- Achieve an average adjudication time of 150 business days from date of case assignment to date of adjudication. (BOCC Goal & Objective SC-1)

Coordinated Services

- Achieve an average turnaround time of 4 business days or fewer for permit ready-to-issue status. (BOCC Goal & Objective SD-1)

Onsite Wastewater

- Achieve a 95% compliance rate for Alternative Treatment Technology (ATT) Septic System Operation and Maintenance (O&M) reporting requirements to protect groundwater. (BOCC Goal & Objective HP-4)
- Achieve the issuance of new onsite septic system permits within 12 business days following the submission of a complete application. (BOCC Goal & Objective SD-1)
- Achieve 90-100% of pre-cover inspections completed the same day as requested. (BOCC Goal & Objective SD-1)

Planning

- Issue all administrative decisions requiring notice within 45 business days and without notice within 21 business days following the submission of a complete application. (BOCC Goal & Objective SD-1)
- Update Deschutes County Code (DCC) to comply with HB 3197, Clear and Objective Code Update Project, which requires clear and objective standards for housing development in rural residential exception areas, unincorporated communities, and for accessory farm worker accommodations. (BOCC Goal & Objectives SC-3, HP-4, and RC-1)
- Natural Resources / Natural Hazards—Develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762 and SB 644 — Wildfire Mitigation. (BOCC Goal & Objectives SC-3, HP-4, and RC-1)



Administrative Services

Overview

Administrative Services includes the Community Development Director, Senior Management Analyst, two Systems Analysts and an Administrative Assistant. This division oversees a variety of functions that ensure smooth and efficient operations, including departmental operations, facilities, personnel, budget, customer services, compliance, technology services, administrative support, and performance measures.

2024 Year in Review

- ✓ Improved business process automation through the use of Laserfiche, allowing for storage, organization and access to information digitally.
- ✓ Submitted a U.S. Environmental Protection Agency Community Change Grant application.
- ✓ Coordinated with the Human Resources Department to participate in the Oregon Pay Equity and Market Evaluation Study.
- ✓ Provided addressing services to the City of Redmond on contract.
- ✓ Facilitated division webpage updates, including an improved Code Enforcement complaint submittal process with the ability to upload photos and published application guides.



FY 2025-26 Work Plan Projects

- Continue to participate in a County-led effort to create a Pre-disaster Preparedness Plan.
- Continue to update CDD's Continuity Of Operation Plan as necessary, based on lessons learned, and ensure staff awareness of their roles and responsibilities during an emergency.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet service demands in a highly competitive market.
- Explore opportunities to enhance CDD's practices while maximizing operational efficiency in a cost-effective manner.
- Continue improving CDD's customer-centric website. Enhanced content will help customers understand policies and procedures, guide them through the development process in Deschutes County, and expand online instructions.
- Initiate a computer equipment replacement initiative over a three-year period ensuring operational efficiency and improved technological advancement.
- Upgrade the Onsite Wastewater Division's Operation & Maintenance O&M software system to enhance tracking capabilities and streamline processes.

Building Safety

Overview

Building Safety includes a Building Official, Assistant Building Official and thirteen Building Safety Inspectors. The division ensures structures are constructed, maintained, and used in compliance with applicable safety standards through consistent application of state and federal building codes and public education. It offers construction plan reviews, consultations, and inspections in the rural county and cities of Sisters and La Pine. Additionally, it provides services to Lake, Jefferson, Klamath, and Crook counties, the cities of Bend, Redmond, and the State of Oregon Building Codes Division, as needed.

2024 Year in Review

- ✓ Issued 423 new single-family dwelling permits. The distribution of these new homes for Deschutes County's building jurisdiction included:
 - Rural/unincorporated areas: 270
 - City of La Pine: 90
 - City of Sisters: 63
- ✓ Completed inspections on major projects such as:
 - Zero lot line single-family dwellings in Sisters Sunset Meadows Subdivision
 - Single-family dwellings in La Pine's Reserve in the Pines Subdivision
 - Licensed in-home family care facilities change of use
- ✓ Completed major building plan reviews for:
 - Air Traffic Control Tower at Bend Airport
 - Sunset Meadows Apartment Complex in Sisters
 - Walgreens in La Pine
 - Multiple Medical Clinic Tenant Improvements in La Pine
 - Sisters Parks and Recreation Facility change of use



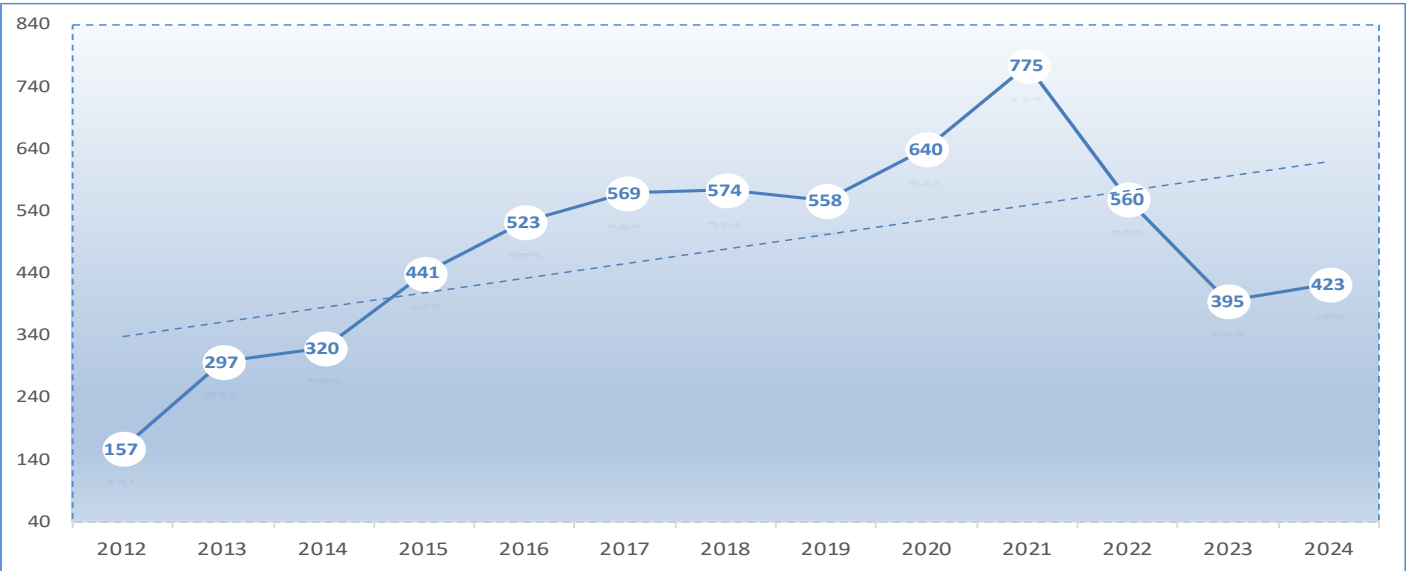
Building Safety

2024 Year in Review, continued

- ✓ Participated in SB 1013, RV's as residential dwelling discussions.
- ✓ Provided A-level commercial electrical and plumbing inspections for the City of Redmond.
- ✓ Participated in Central Oregon's International Code Council Chapter meetings.
- ✓ Created a Master Permit Program Policy for the cities of Sisters and La Pine for single-contractor subdivisions.
- ✓ Developed Commercial Permit Application Guides for webpage update.
- ✓ Participated on the Oregon Building Officials Association Board of Directors.
- ✓ Utilized iPad's for field inspectors to access electronically, codes and development plans.
- ✓ Ensured staff are fully certified residential inspectors.



New Single Family Dwelling Permits Issued



Building Safety

FY 2025-26 Work Plan Projects

- Continue succession planning in anticipation of future retirements and explore staffing needs, such as obtaining additional certifications to enhance department efficiencies.
- Update informational brochures, handouts, and forms (e.g., accessory structures, special inspection agreement form, residential additional energy measure).
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet increasing service demands in a highly competitive market. Explore options for monthly A-level certification stipends.
- Promote video inspections for difficult-to-access areas, such as underfloor areas that are covered.



Air Traffic Control Tower under construction, 2024, Bend Municipal Airport

Code Enforcement

Overview

Code Enforcement includes an Administrative Manager, four Code Enforcement Specialists, which includes one as Lead. They are supported by a Deschutes County Sheriff's Office (DCSO) deputy and CDD divisions. The division plays a critical role in maintaining public health and safety through code violation investigations related to land use, onsite wastewater systems, building, and solid waste codes. The division also collaborates with the cities of La Pine and Sisters for building code violations under the Building Safety program. The primary goal is to achieve voluntary compliance, with unresolved cases taken to Circuit Court, Justice Court or an Administrative Hearing. The program continues to refine its procedures, improving cost recovery through citations, and coordinating county abatement plans for chronic nuisances and public health issues.

2024 Year in Review

- ✓ Received 651 new cases and resolved 563 during the year.
- ✓ Created a Code Enforcement Specialist II classification to promote career advancement and staff retention.
- ✓ Analyzed the Code Enforcement program and revised procedures to improve case assignment, management, and proceedings.
- ✓ Partnered with county departments to resolve difficult cases, ensuring efficient operations and avoiding overlapping efforts.
- ✓ Utilized the designated DCSO deputy for site visits for enforcement and safety measures.
- ✓ Presented code enforcement statistics at the annual Cannabis Advisory Committee meeting to demonstrate its partnership with the DCSO.
- ✓ Updated its webpage to include frequently asked questions.
- ✓ Updated the Code Enforcement Policy and Procedures Manual.
- ✓ Revised the new hire training program.
- ✓ Processed one Noxious Weed complaint compared to seven in 2023.
- ✓ Completed two property abatements to ensure public health and safety of the community.
- ✓ Revised online compliant submittal process to include ability to attach photos, geographic information system (GIS) data, and communication to improve efficiency and record keeping.
- ✓ Eliminated onsite wastewater O&M reporting delinquencies as an enforceable code violation.
- ✓ Created performance measure for case adjudication.
- ✓ Improved workflows to track medical hardship temporary use permits and property abatements.
- ✓ Enhanced internal dashboard reporting.

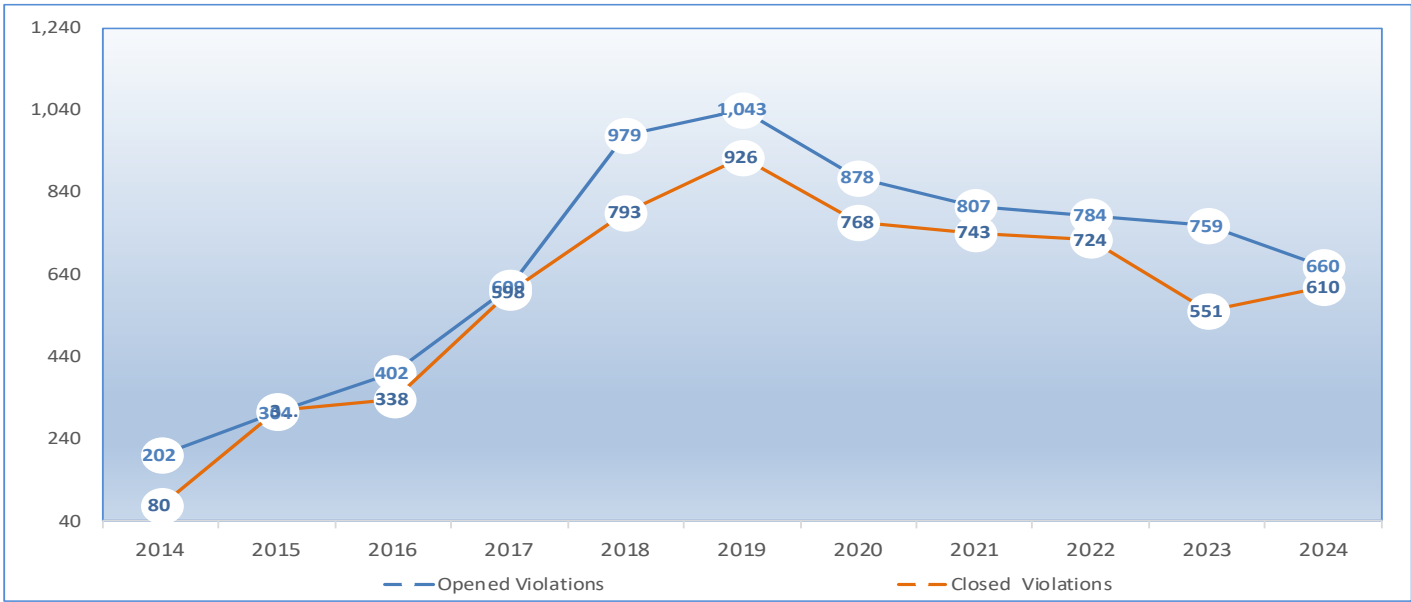
Code Enforcement

FY 2025-26 Work Plan Projects

- Improve methods of communication with complainants regarding case status and case closure.
- Improve public education through webpage updates and public education opportunities.
- Update the Policy and Procedures Manual to include the property abatement process.
- Amend DCC 15.04 Dangerous Building Abatement, if needed.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet service demands in a highly competitive market.
- Amend DCC 1.16 Abatement language to include appeal processes.
- Issue a Request for Proposal (RFP) for property abatement professional services.



Annual Cases Opened and Closed



Code Enforcement

Before compliance:

Abandoned Marijuana Grow



After compliance:



Coordinated Services

Overview

Coordinated Services includes an Administrative Manager, Administrative Supervisor, three Permit Technician II's, one as Lead, and four Permit Technician I's. This division provides permitting and front-line direct services to customers. It ensures accurate information, minimal wait times, and efficient operation of the front counter and online services while coordinating with all divisions.

2024 Year in Review

- ✓ Managed 30,600 permit notifications, responded to 11,000 emails and 5,800 telephone calls, and facilitated 4,600 in-person interactions.
- ✓ Staff provided exceptional customer service to in-person customers as well as virtually through the Accela online portal.
- ✓ Reinstated a Lead Permit Technician to facilitate staff trainings and manage complex workload demands.
- ✓ Participated in webpage updates.
- ✓ Improved processes to create efficiencies and address staffing shortages.
- ✓ Developed a review process for transient room tax applications, ensuring compliance with zoning and building requirements.



FY 2025-26 Work Plan Projects

- Revise the decommissioning plan process and procedure, and create a new record type to track completion.
- Revise internal process and procedure for legitimizing unpermitted structures.
- Develop a list of commonly required inspections by project type to assist customers with scheduling inspections.
- Coordinate with the Road Department to enhance driveway access permit processes.

Onsite Wastewater

Overview

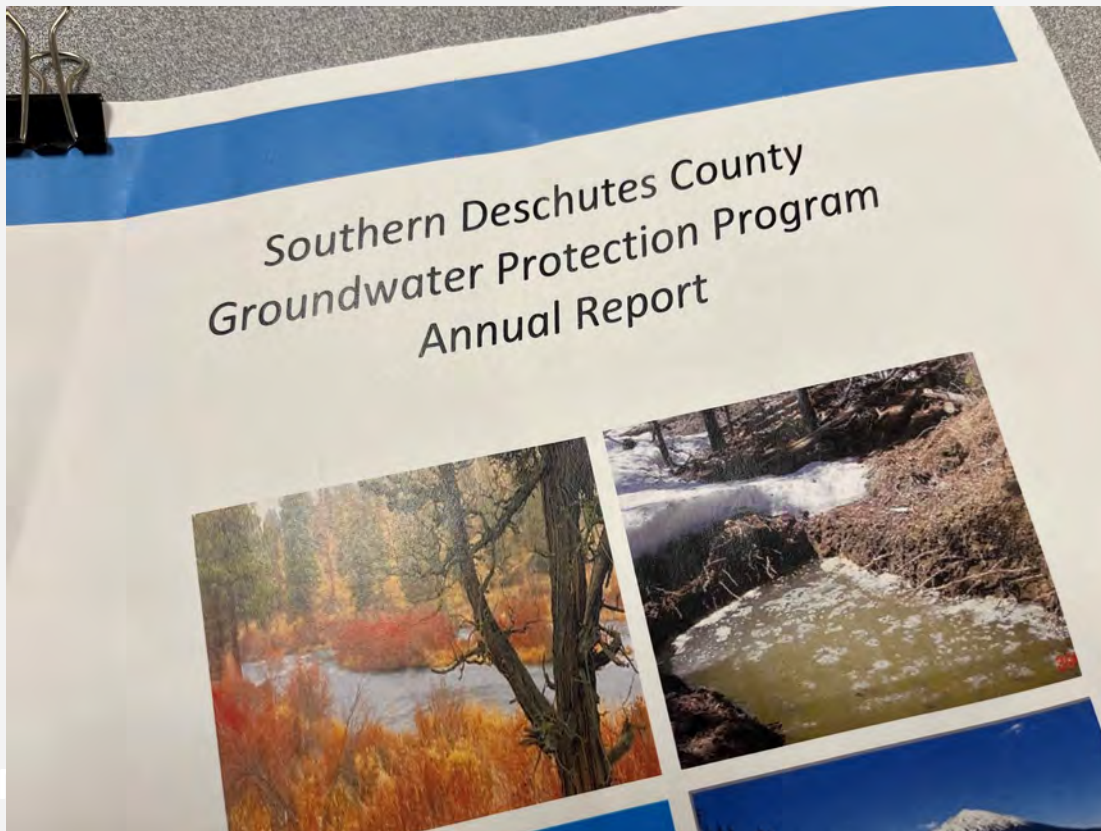
Onsite Wastewater includes an Onsite Wastewater Manager, Onsite Wastewater Specialist III, and two Onsite Wastewater Specialists II's. The division regulates septic systems to ensure state compliance and environmental factors for public health and resource protection. They provide site evaluations, design reviews, permitting, inspections, technical assistance, and coordination with the Oregon Department of Environmental Quality (DEQ). Staff inspect sewage pumper trucks, report on existing wastewater systems, maintain an operation and maintenance (O&M) tracking system, provide public information on wastewater regulations, and investigate sewage hazards. They also work proactively to protect groundwater, collaborating with DEQ on permitting systems in southern Deschutes County.

2024 Year in Review

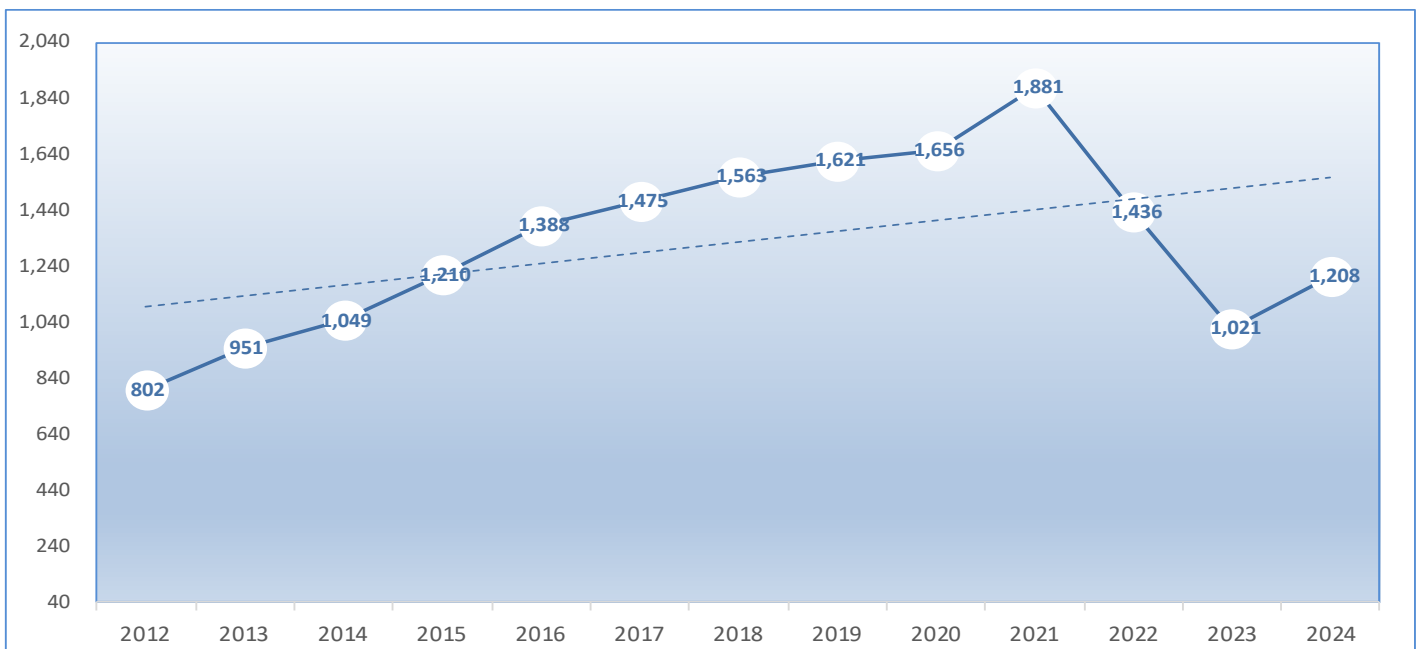
- ✓ Assessed 184 sites for onsite wastewater treatment and dispersal systems, and issued 723 permits and authorizations for new and existing onsite treatment and dispersal systems. Applications continued to increase in their complexity and technical requirements.
- ✓ Repaired 240 failing or substandard systems, correcting sewage health hazards and protecting public health and the environment.
- ✓ Provided 21 property owners in South County with rebates of \$3,750 per property for upgrading conventional onsite wastewater treatment systems to nitrogen-reducing pollution reduction systems.
- ✓ Provided technical assistance to Terrebonne Sanitary District.
- ✓ Monitored over 1,800 septic system maintenance contracts and annual reports for O&M requirements.
- ✓ Worked with DEQ on permitting protective onsite wastewater systems in South County. Participated in several variance hearings for modified advanced treatment systems on severely limited sites.
- ✓ Supported and provided technical assistance for Central Oregon Intergovernmental Council (COIC) in reviewing applications for DEQ Onsite Financial Aid Program. The COIC program has assisted dozens of property owners needing septic system repairs.
- ✓ Updated webpage to enhance community information and guidance.
- ✓ Improved O&M processes to enhance efficiencies, simplify annual billing, and increase accuracy.



Onsite Wastewater



Onsite Permits Issued



Onsite Wastewater

FY 2025-26 Work Plan Projects

- Collaborate with DEQ on planning and funding regular well sampling events to monitor changes in water quality in South County.
- Participate in the Upper Deschutes Agricultural Water Quality Management Area Local Advisory Committee.
- Participate in the Oregon DEQ Rule Advisory Committee (RAC) for proposed rule revisions.
- Support and train for newly approved ATT systems that demonstrate nitrogen reducing ability.
- Continue offering financial assistance opportunities to South County property owners to upgrade conventional systems to nitrogen-reducing pollution reduction systems through Nitrogen-Reducing System Rebates and the NeighborImpact Non-conforming Loan Program.
- Review groundwater protection policies for South County and continue reviewing variance applications in high risk areas with DEQ onsite staff to ensure water resources are protected.
- Prepare for the sale of County properties within the Newberry Neighborhood in La Pine and manage funds in the Groundwater Protection Fund. Review ongoing financial assistance, explore new opportunities and potential creation of a financial advisory committee.
- Provide technical assistance support for the Terrebonne Sanitary District and Tumalo Basin Sewer District.
- Coordinate with the Planning Division regarding land use applications and code amendments that impact onsite wastewater processes.
- Coordinate with CDD Divisions to implement SB 1013, RV's as rental dwellings.
- Update webpage for groundwater protection information.
- Improve the O&M program by for service providers to upload annual reports. Coordinate with DEQ on statewide O&M improvements.
- Participate in the O&M software system upgrade to enhance tracking capabilities and streamline processes.
- Develop plans with DEQ and BOCC to address nitrate pollution in South County.
- Provide guidance to the public and during pre-application meetings for Accessory Dwelling Unit projects.
- Support staff in obtaining Professional Soils Scientist Certification to strengthen technical skills and the division.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet service demands.

Planning

Overview

Planning includes a Planning Director, Planning Manager, two Principal Planners, two Senior Planners, three Senior Long Range Planners, one Senior Transportation Planner, two Associate Planners, and one Assistant Planner. The division consists of two areas: Current Planning, which processes land use applications and provides public information, and Long Range Planning, which updates the comprehensive plan, county code, and handles special projects.

Current Planning

Reviews land use applications for compliance with Deschutes County Code (DCC) and state law, including zoning, subdivision, and development regulations, and facilitating public hearings. Staff verify compliance for building permit and septic applications; coordinate with Code Enforcement on complaints and permit conditions; perform road naming duties; provide assistance at the counter, by phone, and via email.

Long Range Planning

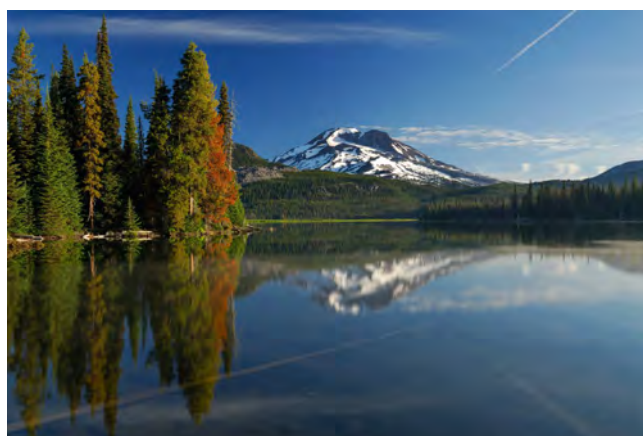
Conducts long-range planning including land use policy with the BOCC, Planning Commission, community, and partner organizations. Updates the Comprehensive Plan and zoning regulations, coordinates regional planning projects, including population forecasts with Portland State University and cities, monitors legislative sessions, and serves on local, regional, and statewide committees focused on transportation, natural resources, growth management, and economic development.

Transportation Planning

Provides comments and expertise on land use applications and calculates System Development Charges (SDC); advises on traffic issues for permitted events; participates in the County Capital Improvement process; applies for grants for bicycle and pedestrian facilities; coordinates with the Bicycle and Pedestrian Advisory Committee (BPAC); participates in Oregon Department of Transportation (ODOT) refinement planning; coordinates road issues with Bureau of Land Management (BLM) and the United States Forest Service (USFS); and serves on local and regional transportation committees, including BPAC, the Bend Metropolitan Planning Organization Technical Advisory Committee (TAC), and Central Oregon Area Commission on Transportation TAC.

Floodplain & Wetlands Planning

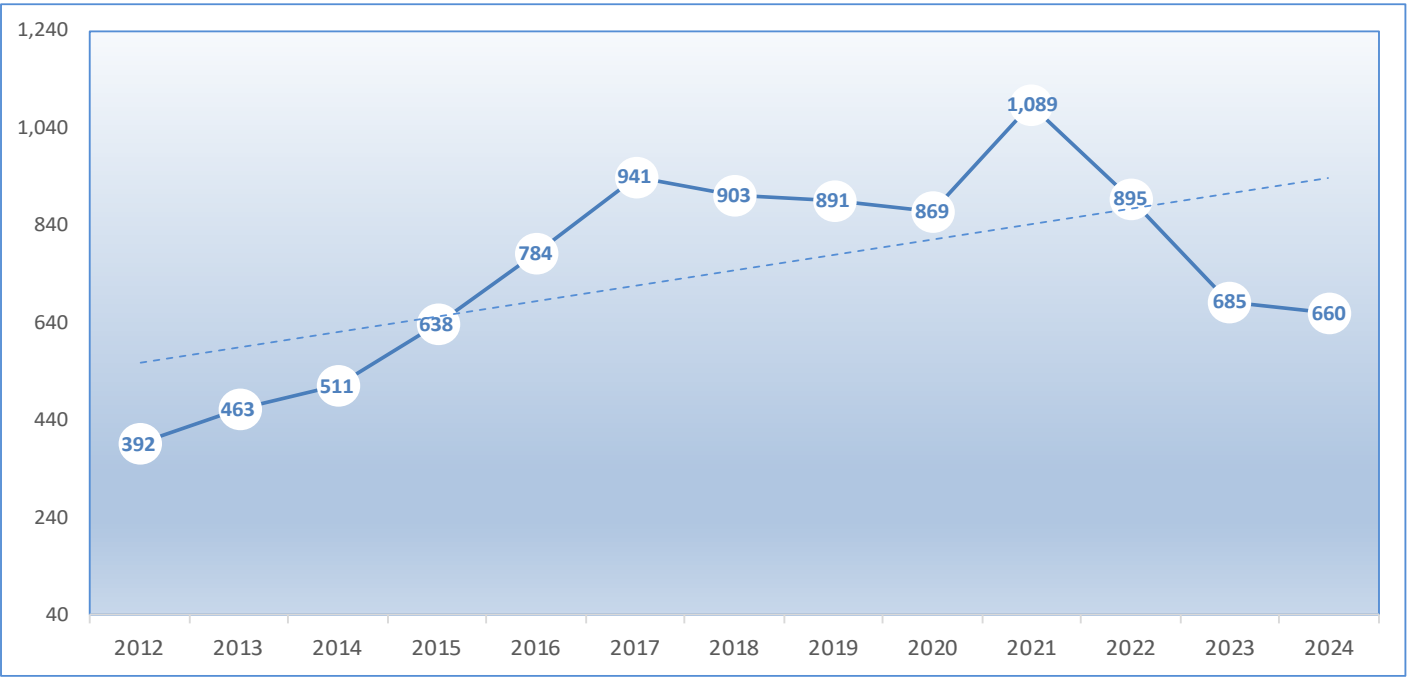
Provides expertise on land use applications, code enforcement, and property inquiries in floodplain and wetland areas. Staff, certified as Floodplain Managers, offers up-to-date information on Federal Emergency Management Agency (FEMA) regulations, surveying, and construction requirements. Coordination is often needed with FEMA, US Army Corps of Engineers, Oregon Department of State Lands (DSL), Oregon Department of Fish and Wildlife (ODFW), and USFS.



2024 Year in Review

- ✓ Counter coverage averaged 205 customer visits a month compared to 188 in 2023.
- ✓ Received 660 land use applications compared to 685 in 2023, a decrease of 3.6% from prior year.
- ✓ The Planning Division received one non-farm dwelling application compared with seven in 2023.
- ✓ Seven final plats were recorded in 2024 or are in the process of being recorded, creating a total of 13 residential lots or parcels.

Land Use Applications Received



Planning

2024 Year in Review, continued

Thirteen land use projects, encompassing 26 land use applications, were reviewed by Hearings Officers compared to 23 in 2023. They include:

- ✓ Plan Amendment/Zone Change from Exclusive Farm Use to Non-Resource Zoning (5)
- ✓ Plan Amendment/Zone Change from Exclusive Farm Use to Rural Industrial Zoning (1)
- ✓ Farm Dwelling (1)
- ✓ Non-Farm Dwelling (4)
- ✓ Psilocybin Manufacturing and/or Service Center (2)

The BOCC conducted 8 quasi-judicial land use hearings or proceedings compared to 23 during 2023.

- ✓ Appeals declined for review by the BOCC (4)
- ✓ Improvement Agreements (1)
- ✓ Psilocybin Service Center (1)
- ✓ Commercial Activity in Conjunction with Farm Use for a Winery (1)
- ✓ Plan Amendment Zone Changes from Exclusive Farm Use to Non-Resource Zones (3)
- ✓ Plan Amendment Zone Changes from Surface Mining to Non-Resource Zones (1)
- ✓ Plan Amendment Zone Changes from Exclusive Farm Use to Rural Industrial (1)

Seven appeals were filed with the Land Use Board of Appeals compared to 6 in 2023:

- ✓ ODOT Lava Butte Trail Declaratory Ruling
- ✓ Grossman Non-Farm Dwellings (3 files/appeals)
- ✓ Psilocybin Service Center
- ✓ Comprehensive Plan Update
- ✓ 710 Properties / Plan Amendment Zone Change (Remand)



Planning

2024 Year in Review, continued

Legislative Amendments

The BOCC adopted:

- ✓ 2024 Housekeeping Amendments—Incorporated updates from rulemaking at the state level through amendments to Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR), and minor revisions to Deschutes County Code.
- ✓ Wildfire Hazard Building Code Amendment—Corrected terminology that would have required wildfire hardening building codes for all properties located in the Deschutes County Wildfire Hazard Zone. This amendment was required based on adoption of new state standards to the Oregon Residential Specialty Code.
- ✓ Bend Airport Air Traffic Control Tower Amendments—Updates allowed for the establishment of an air traffic control tower as an outright permitted use with a maximum height of 115 feet.
- ✓ Two applicant-initiated text amendments related to mini-storage in the Multiple Use Agricultural zone were processed but ultimately not adopted by the BOCC following the public hearing process.



Deschutes 2020-2040 Transportation System Plan (TSP) Update

The TSP, adopted in February 2024, produced a list of prioritized transportation projects, updated goals and policies, changes to functional classifications of selected county roads, improved bicycle and pedestrian facilities, increased transit stops in unincorporated communities, and overall improvement to the county's transportation system.

Deschutes 2040 Comprehensive Plan Update

Planning staff began updating the Comprehensive Plan in 2022. Following an extensive community outreach process, the project was completed in October 2024. Notable accomplishments include:

- ✓ Met with the Planning Commission three (3) times to deliberate and compile recommended edits to the draft document.
- ✓ Held four (4) public hearings before the BOCC in Bend, Sunriver, and Sisters.
- ✓ Held five (5) deliberation meetings with the BOCC to review public input and potential changes to the final document.
- ✓ The document was officially adopted on October 2, 2024 but was subsequently appealed to the Land Use Board of Appeals.
- ✓ An action plan to implement the Comprehensive Plan is under development. This document will provide short and long-term actions to inform the department's annual work plan.

Planning

2024 Year in Review, continued

Grants

Certified Local Government (CLG) Grant

Planning staff administered an 18-month \$5,500 CLG Grant from the State Historic Preservation Office (SHPO) to assist Deschutes County with its historic preservation programs. This grant cycle concluded in August 2024.

Housing Planning Assistance Grant

In 2023, the Oregon Department of Land, Conservation and Development (DLCD) awarded the department a consultant contract through its Planning Assistance Grant program. The consultant, hired by DLCD, is aiding staff in its clear and objective code update project.



Coordination with Other Jurisdictions, Agencies and Committees

Bicycle and Pedestrian Advisory Committee (BPAC)

BPAC met 12 times, commenting on regional Transportation System Plan updates, trail connections between cities and recreation areas, bicycle and pedestrian safety issues and ODOT projects, among others. The committee underwent several personnel changes, including resignation of its longtime chair and election of a new chair and vice chair.

Oregon Department of Transportation (ODOT)

Participated in Baker Road-Lava Butte Multi-use Path and Lava Butte-La Pine Multi-use Path TAC; Baker Road Interchange Area Management Plan TAC; quarterly meetings with ODOT, Road Department, and cities of Bend and Redmond to review traffic modeling needs; stakeholder committee for ODOT study on wildlife passages for US Hwy 20 between Bend and Santiam Pass; Transportation Planning and Analysis traffic modeling discussion; US Hwy 97 Safety Study coordination; and US Hwy 20 (Greenwood Ave.) 3rd Street / Powell Butte Hwy Refinement Plan.

Deschutes River Mitigation and Enhancement Committee

Convened two Deschutes River Mitigation and Enhancement Committee meetings to adopt a work plan, budget for mitigation funds, and receive updates from ODFW and COIC and other key agency and nonprofit partners. In June, the group held a “monitoring-palooza” event to share information on monitoring efforts in the basin.

Newberry Regional Partnership

Coordinated with public and private citizens in developing a community vision for southern Deschutes County.

2024 Year in Review, continued

Coordination with Other Jurisdictions, Agencies and Committees

City of Bend—Coordinated with City staff regarding:

- ✓ Bend Airport Master Plan Update
- ✓ Bend Airport Control Tower Text Amendment
- ✓ Bend Urban Growth Boundary (UGB) Amendment / House Bill (HB) 4079 / Affordable Housing Project
- ✓ Long-term Planning for the Outback Water Filtration Facility
- ✓ Bend Metropolitan Planning Organization TAC
- ✓ Bend UGB Amendment / HB 3318 / Stevens Road Tract
- ✓ Applicant-initiated text amendments related to mini-storage in the MUA-10 zone (2) within 2,500 feet of Bend's UGB.

City of La Pine—Coordinated with City staff regarding:

- ✓ Land use applications for effects on county road system.
- ✓ La Pine 2045 Comprehensive Plan Update
- ✓ Newberry Neighborhood comprehensive plan designations, master plan and implementing regulation.

City of Redmond—Coordinated with City staff regarding:

- ✓ CORE3—Plan amendment Zone Change and UGB Amendment for a dedicated, multi-agency coordination center for emergency operations and training led by COIC.
- ✓ Redmond Wetlands Complex—Relocation and expansion of wastewater treatment plant.
- ✓ Update Airport Safety Zone associated with the Redmond Airport Master Plan Update.

City of Sisters—Coordinated with City staff regarding:

- ✓ Participation in the implementation of Sisters Country Vision Plan and Sisters Comprehensive Plan.
- ✓ Participation in the City's UGB expansion process.

Deschutes County

- ✓ Provided updates to BOCC regarding Senate Bill (SB) 391 Rural ADUs, SB 762 Wildfire Mitigation, wildlife inventories produced by ODFW, Portland State University population updates, short-term rentals, Tumalo Community Plan (TCP) update and dark skies project.

Oregon Department of Forestry (ODF)

- ✓ Coordinated with ODF and the Office of the State Fire Marshall on the release of the State Wildfire Hazard Map as outlined in SB 762 and SB 80.

Bend Parks and Recreation District (BPRD)

- ✓ Coordinated with BPRD on mid-term update to district's Comprehensive Plan and Park Search Map.

Planning

FY 2025-26 Work Plan Projects

Development Review

- Respond to phone and email customer inquiries within 48 to 72 hours.
- Conduct pre-application meetings and respond to customer inquiries (counter, phones, and emails).
- Issue all administrative (staff) decisions for land use actions that do not require prior notice within 21 days of determination of a complete application.
- Issue all administrative (staff) decisions for land use actions requiring prior notice within 45 days of determination of a complete application.
- Process Hearings Officer decisions for land use actions and potential appeals to the BOCC within 150 days per State law.
- Improve webpage accessibility to the public to view records associated with complex land use applications.
- Coordinate with the Human Resources Department to evaluate, propose and implement strategies to attract and retain staff to meet service demands in a highly competitive market.



Natural Resources

- Groundwater Protection —Support efforts by DEQ and Onsite Wastewater Division to protect South County groundwater.
- Natural Hazards—Pending state legislative changes and updates to Fire Risk Mapping in 2025, develop a work plan to amend the Comprehensive Plan and County Code requiring defensible space and fire-resistant building materials per SB 762 and SB 80 (2021 and 2023, Wildfire Mitigation).
- Natural Hazards Mitigation Plan—Initiate recommended development code amendments.
- Sage-Grouse—Continue to participate as a cooperating agency with the Bureau of Land Management.
- Dark Skies Update—Revisit the county's existing outdoor lighting ordinance (DCC 15.10) and update regulations to reflect current best practices and technology. This process will guide future educational outreach materials designed to inform residents about dark skies best practices.

Planning

FY 2025-26 Work Plan Projects, continued

Comprehensive Plan Update

- Initiate update to Newberry Country Plan including outreach, technical coordination, collaboration with La Pine 2045 and Newberry Regional Partnership, and updates to plan goals, policies, and narrative.

Transportation Planning

- Process road naming requests associated with certain types of development on a semi-annual basis.
- Administer the County's Transportation SDC program.
- Coordinate with Bend MPO on regional projects and planning.
- Coordinate with ODOT on roadway projects and interchange area management plans.
- Coordinate internal review of Title 17 code amendments related to land divisions, road improvements, and transportation impacts to ensure compliance with HB 3197.
- Provide updated traffic data for the ongoing Newberry Country Plan update.

City of Bend Coordination

- Coordinate on growth management issues, including technical analyses related to housing and employment needs and SB 1537, Expedited UGB Amendment for affordable and workforce housing.
- Coordinate with BPRD for the development of park space in SE Bend.
- Coordinate on urbanization related code amendment projects.

City of La Pine Coordination

- Participate in La Pine 2045 Comprehensive Plan Update process.
- Coordinate campground feasibility analysis on County-owned properties within city limits.
- Coordinate transportation impacts and long-range planning for County-owned right-of-way facilities located within city limits.
- Participate with Deschutes County Property Management and City of La Pine to update and amend the county-owned Newberry Neighborhood comprehensive plan designations, master plan, and implementing regulations.

City of Redmond Coordination

- Coordinate implementation of their Comprehensive Plan Update.
- Update the Joint Management Agreement and Urban Holding zone lands per HB 3197.
- Coordinate planning efforts for McVey interchange on South Highway 97 to access Large Lot Industrial Lands through either a Goal Exception process or legislative equivalent.

City of Sisters Coordination

- Participate in the implementation of Sisters Country Vision Plan and their Comprehensive Plan and City of Sisters Comprehensive Plan Update.
- Participate in the UGB Expansion process.
- Coordinate on urbanization related code amendment projects.

Planning

FY 2025-26 Work Plan Projects, continued

DLCD Rulemaking

- Monitor rulemaking and update Deschutes County Code as it pertains to Goal 5—Cultural Areas, Farm, and Forest Conservation Program Improvements, and Eastern Oregon Solar Siting.
- If required, initiate legislative amendments to the Comprehensive Plan and zoning code.

Growth Management Committees

- Coordinate and/or participate on Deschutes County BPAC, Project Wildfire, and Deschutes River Mitigation and Enhancement Committee.

Historic Preservation—CLG Grant

- Administer 2025-26 CLG Grant from SHPO.

Housekeeping Amendments

- Initiate housekeeping amendments to ensure county code complies with state law.

Housing Strategies

- Amend county code to define family for unrelated persons per HB 2538 (Non-familial Individuals).
- Explore options and approaches to address rural housing and homelessness as allowed under state law.

Legislative Session (2025-26)

- Participate in legislative or rulemaking to shape state laws that benefit Deschutes County.

Planning Commission Coordination

- Coordinate with the BOCC to establish strategic directions for the Planning Commission.



Planning 101 by Mr. Ragune

FY 2025-26 Work Plan Projects, continued

Zoning Text Amendments

- Allow “self-serve” farm stands in Rural Residential Exception Areas.
- Comply with House Bill 3109 (2021) pertaining to establishment of childcare facilities in Industrial Zones.
- Define family for unrelated persons per HB 2538 (Non-familial Individuals).
- Forest Zone Code—Review for compliance with Oregon Administrative Rules.
- Lot Line Adjustments and Re-platting.
- Medical Hardship Dwellings—review for consistency with state law (in progress).
- Minor variance 10% lot area rule for Farm and Forest zoned properties.
- Outdoor Mass Gatherings update.
- Section 6409(a) of the Spectrum Act (Wireless Telecommunication Amendments).
- Sign code for consistency with federal law.
- Title 19, 20, 21—Language related to Class I, II, and III road projects as allowed uses.
- Title 22—Procedures Ordinance for consistency with state law and planning department interpretations.
- Wetland regulation clarification for Irrigation or Artificially Created Wetlands.



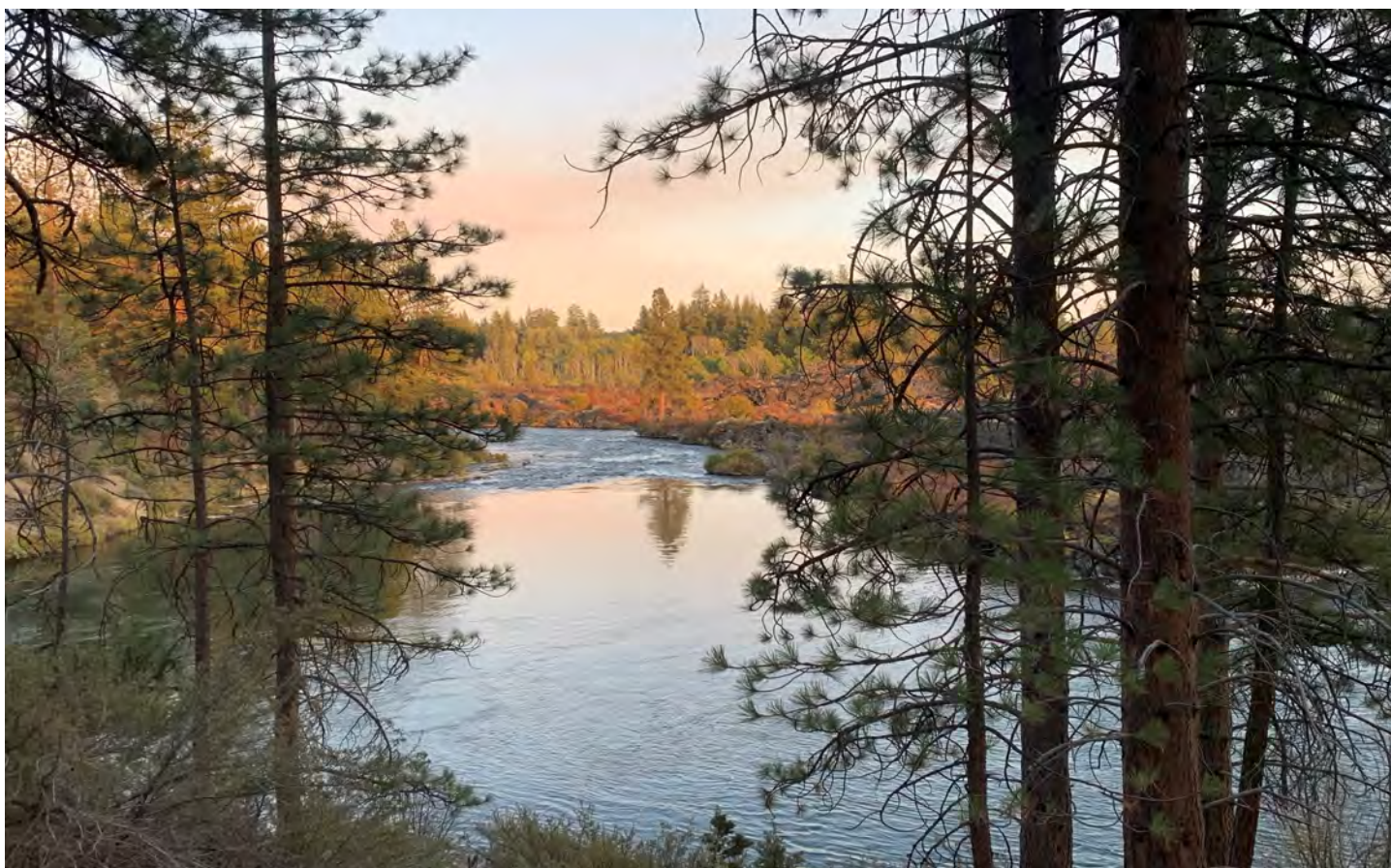
Community Involvement Report

2024

Statewide Planning Goal 1, Citizen Involvement, requires cities and counties to create a citizen involvement program that provides opportunities for community participation in land use planning processes and decisions.

Land use legislation, policies, and implementation measures made by Oregonians nearly 50 years ago helped shape Oregon's urban and rural environments. Likewise, choices made today will ultimately shape these areas in the future. Successful land use planning occurs through an open and public process that provides room for information gathering, analysis, and vigorous debate. Deschutes County's Community Involvement program is defined in Section 1.2 of the Comprehensive Plan.

This chapter identifies the County Planning Commission as the committee for citizen involvement. It also contains the County's Community Involvement goal and corresponding five policies that comply with Goal 1. This report briefly discusses the noteworthy community involvement actions undertaken by the Planning Division in 2024. The report is intended to provide county residents and stakeholders with a tool to assess its effectiveness and offer additional suggestions the County can utilize to ensure that its diverse communities remain actively involved in land use planning discussions.



Community Involvement Report

2024 Year in Review Planning Commission

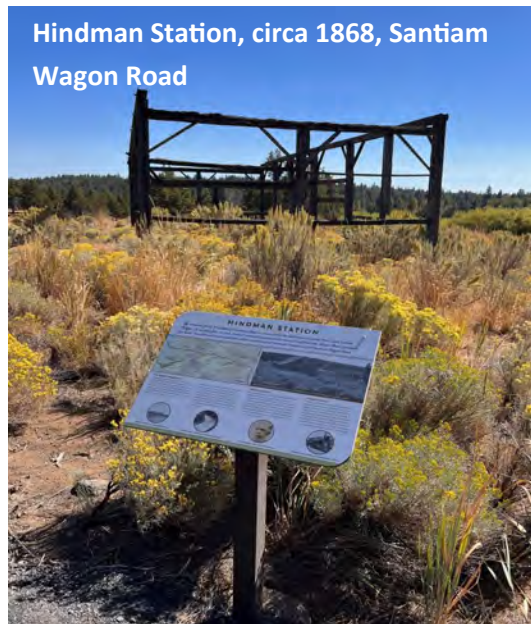
Convened 16 times to consider:

- ✓ CDD FY 2024-25 Annual Report & Work Plan
- ✓ Clear and Objective Housing Code Updates
- ✓ Dark Skies
- ✓ Deschutes County 2040 Comprehensive Plan Update
- ✓ EPA Community Change Grant Application
- ✓ FEMA Biological Opinion and Pre-Implementation Compliance Measures
- ✓ Housekeeping Amendments
- ✓ Mini-storage Amendment in the MUA-10 zone (2)
- ✓ Rural Housing Profile
- ✓ RV's as Rental Dwellings
- ✓ Sage Grouse Amendment Update
- ✓ Statewide Wildfire Hazard Mapping and Rules

Historic Landmarks Commission (HLC)

Convened 3 times to consider:

- ✓ CDD FY 2024-25 Annual Report & Work Plan
- ✓ City of Sisters Wildfire Resilience Historic Building Hardening Report
- ✓ CLG Grant Projects
- ✓ DLCD Goal 5 Cultural Areas Rulemaking
- ✓ Formation of Commission Subcommittees Regional Coordination
- ✓ Joint HLC and BOCC Meeting
- ✓ New Commissioner Orientation
- ✓ SHPO Introduction
- ✓ Updates from Bend and Redmond Historic Landmarks Commission





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 21, 2025

SUBJECT: Amendment to an existing ground lease with City of Redmond

RECOMMENDED MOTION:

Move approval of Document No. 2025-060, a First Amendment to a Ground Lease with the City of Redmond to modify the original acreage from +/- 12-acres to +/- 3.23-acres located on County-owned property known as Map and Tax Lot 1513000000103 in East Redmond.

BACKGROUND AND POLICY IMPLICATIONS:

In July 2023, Deschutes County and the City of Redmond executed a 10-year ground lease for +/- 12-acres of County-owned property located on Map and Tax Lot 1513000000103 in East Redmond. The ground lease was to provide property for the development of Oasis Village and like projects to support those in the community experiencing homelessness.

Subsequently, in July 2024, Mountain View Community Development (MVCD) submitted a letter to the County requesting a long-term ground lease directly with the County to develop permanent supportive housing on +/- nine acres on said parcel. This project would be situated north of Oasis Village and south of the pending managed camp. The Board of Commissioners confirmed support to execute a ground lease directly with MVCD.

The First Amendment to the Ground Lease with the City modifies the acreage leased to the City from +/- 12 acres to +/- 3.23 acres.

BUDGET IMPACTS:

None

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

REVIEWED

LEGAL COUNSEL

GROUND LEASE AGREEMENT FIRST AMENDMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (the "Amendment") is made and entered into as of the date of the last signature affixed hereto ("Commencement Date") by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **THE CITY OF REDMOND** an Oregon municipal corporation, hereinafter referred to as ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

A. RECITALS

1. Lessor owns certain real property located at 1002 NE 17th Street, Redmond, OR, 97756. It contains +/- 1,750-acres as shown on Exhibit A, attached hereto and incorporated herein by reference ("Property").
2. Lessee is a municipal corporation who owns and operates certain municipal utilities (sewer and water) that will be used to provide services to the Property.
3. Lessor and Lessee are Parties to that certain Ground Lease Agreement known as Deschutes County Document No. 2023-636 dated July 27, 2023 (the "Original Lease"), shown as Exhibit A attached hereto and incorporated herein, pursuant to which Lessor leased to Lessee a portion of the Property containing +/- 12-acres, more or less, as specifically described in Exhibits B1 and as shown on B2, and described in C1 and as shown in C2 of the Original Lease ("Site").
4. In the Original Lease, Lessor agreed to lease to Lessee +/- 9.27-acres more or less of the Site for the purpose of developing Vehicle Camping referenced as East Redmond Safe Parking site ("ERSP"), specifically described in Exhibits B1 and as shown on B2, and the remaining +/- 3.23 acres more or less of the Site to Lessee for the purpose of developing the Village referenced as the project, described in C1 and as shown in C2.

B. AMENDMENT TO RECITALS

The recitals set forth in the Original Lease are hereby amended and restated as follows:

1. This Amendment replaces and cancels certain provisions of the Original Lease between the Parties relating to the subject matter hereof, rendering those provisions null and void upon execution of this Amendment.
2. Lessor desires for and Lessee agrees for the release, relinquishment, and surrender to the

Lessor of all right, title, and interest in a portion of the Site containing +/- 9.27-acres more or less, as more specifically described in **Exhibit B1** and as shown in **Exhibit B2** (the "Released Property").

3. Lessee shall retain its leasehold interest in the remaining +/- 3.23 acres of the Site as more specifically described in **Exhibit C1** and as shown in **Exhibit C2** (the "Retained Property").

C. WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Effective Date.** This Amendment shall be effective as of the date of the last signature affixed hereto (the "Effective Date").
2. **County's Right to Lease.** As of the Effective Date, Lessor shall have the right to enter into a new ground lease or other agreement regarding the Released Property directly with a new partner, without any further consent or approval from Lessee.
3. **Mutual Release.** Lessor and Lessee mutually release each other from any and all obligations, liabilities, and responsibilities arising under or related to the Released Property, except as otherwise provided in this Amendment.
4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Oregon.
5. **Full Force and Effect.** Except as expressly amended hereby, the Original Lease shall remain in full force and effect with respect to the Retained Property. In the event of any conflict between the terms of this Amendment and the Original Lease, the terms of this Amendment shall control.
6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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

LESSOR:

DATED this ____ day of 2025,
BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PATTI ADAIR, and PHIL CHANG, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this _____ day of _____, 2025

Notary Public for Oregon My Commission Expires: _____

[SIGNATURE PAGE FOLLOW]

LESSEE:

DATED this ____ day of _____, 2025

City of Redmond, Oregon

Keith Witcosky, City Manager

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, as _____ of City of Redmond, Oregon,
an Oregon municipal corporation, on behalf of said City of Redmond, Oregon.

Notary Public for Oregon _____

My commission expires:



GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made as of the date of the last signature affixed hereto ("Commencement Date") by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **THE CITY OF REDMOND** an Oregon municipal corporation, hereinafter referred to as ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

A. RECITALS

1. Lessor owns certain real property located at 1002 NE 17th Street, Redmond, OR, 97756. It contains +/- 1,750-acres as shown on Exhibit A, attached hereto and incorporated herein by reference. ("Property").
2. Lessee is a municipal corporation who owns and operates certain municipal utilities (sewer and water) that will be used to provide services to the Property.
3. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement to lease a portion of the Property containing +/- 12-acres, more or less, as described on Exhibit B1 and as shown on Exhibit B2 and also described in Exhibit C1 and shown on Exhibit C2, attached hereto and incorporated herein by reference ("Site").
4. Lessor agrees to lease to Lessee the Site.
5. Lessee agrees to provide infrastructure and utilities to the Site as outlined below. A series of infrastructure improvements will be required to serve the East Redmond Campus (ERC) and allow it to be operational. The project recently received \$975,000 in state funding through Central Oregon Intergovernmental Council for the project. The Lessee and Sublessee(s) plan to raise additional capital for the project.
 - a. Utilities (water, sewer, and electrical) under Highway 126 and to the ERC for provision of homelessness services. In addition to serving the first 2-acres, utilities will allow future homeless services to be provided on the adjoining 10 acres of the Site (currently projected to serve as a managed vehicle camping area operated by Mountain View Community Development). This project has a current estimate of approximately \$525,000.
 - b. Community Building comprised of restrooms, showers, laundry, kitchen, common room, meeting space, etc. to support a village of up to 40 shelters. In the first years of operation, the community building will also be able to offer space for other homelessness services operating at the ERC. This project has a current estimate of approximately \$450,000.
 - c. If the actual cost exceeds the \$975,000 estimate, Lessee or Sublessee agrees to pay the full cost of the above improvements, subject to the following:
 - i. Lessee shall retain full control of the Utilities and Community Building project(s) scope and authority, and value engineering decisions.

- ii. Prior to construction, if the RFP estimate(s) exceeds the City Engineer's estimate, the Lessee retains the option to terminate the lease.
- 6. The ERC will initially consist of 15 or more individual shelter units and supportive structures. Shelters will house one to two individuals for an expected occupancy of 20 people. It is intended that a full-time director will oversee the Shelters and offer onsite case management and peer support. Staff will be supported by trained volunteers, partner service agencies, and an advisory group of residents.

B. WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. TERM. The initial term of this Agreement shall be effective as of the date of the last signature affixed hereto ("Effective Date"), and shall expire **June 30, 2033**, unless sooner terminated in accordance with this Agreement, including that either party may terminate this Lease for any reason or no reason, with one hundred eighty (180) days in advance of term expiration and as further described and provided in Section B.20 of this Agreement.
 - 1.1 Upon no less than one hundred eighty (180) days, Lessee may submit a request in writing to Lessor to extend the Agreement. Any extension must be agreed upon by both parties in writing.
 - 1.2 In the event Lessor intends to transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Lessor's interest in the Site, Lessee will have a right of first refusal to provide a qualifying offer to purchase the Site.
2. RENT. Except as otherwise provided elsewhere in this Agreement, in recognition of the public benefit rendered by Lessee's activities, the annual lease rate is zero (\$00.00) for the term of this Agreement.
3. POSSESSION. Lessee's right to exclusive possession of the Site and obligations under the Agreement shall commence as of the Effective Date of this Agreement, except as otherwise provided herein. Lessee shall have all rights associated with possession of the Site, including the right to control, limit, revoke or restrict access to the Site.
4. CONDITION OF PROPERTY AND SITE. Lessor has made no warranties or representations regarding the condition of the Property or Site, including, without limitation, the sustainability of the Property or Site for intended uses, except as may be expressly set forth herein. Lessor has no obligation to repair, alter, and/or construct any improvements on the Property. Lessee has inspected and accepts the Site in its "AS IS"

condition upon taking possession, except as otherwise expressly set forth herein. Lessor will have no liability to Lessee, and Lessee will have no claim against Lessor, for any damage or injury or loss of use caused by the condition of the Property or Site, except as expressly set forth herein. Lessee is solely responsible for thoroughly inspecting the Site and ensuring that it is in compliance with all Legal Requirements (as defined below), except as expressly set forth herein.

5. PERMITTED USE. Site shall be used for homeless services as described in Section A, subsections 5 and 6 above.

6. RESTRICTIONS ON USE. In terms of use of the Site, Lessee shall:

6.1 Maintain improvements, structures and fences on the Site, if any, to standards of repair and safety reasonably acceptable to Lessor.

6.2 Except as undertaken in the ordinary course of conducting its Permitted Use and in compliance with applicable local, state and federal law, refrain from the disposal, spilling or discharging of any oil, gasoline, diesel fuel, chemicals, or other pollutants on the or Site. In the event of such spills, Lessee shall undertake any and all necessary actions to contain and remove from the Property or Site as provided by law.

6.3 Conform to all applicable Legal Requirements of any public authority affecting the Site and Lessee's specific use of Site, and correct at Lessee's own expense any failure of compliance created by Lessee or by reason of Lessee's specific use of the Site, except as expressly set forth in this Agreement. For purposes of this Agreement, the term "Legal Requirement(s)" means any and all rules, regulations, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, rules, and regulations applicable to the Property and/or Lessee's specific use thereof of the Site, including, without limitation, the Americans with Disabilities Act of 1990, as amended (and the rules and regulations promulgated thereunder), all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

6.4 Refrain from any use which would create a nuisance either on the Property or Site or offsite or damage the Property or Site, including but not limited to, creating offensive odors, excessive dust or noise on the Property or Site or maintaining a fire on the Property or Site. Nothing herein shall be construed to prohibit normal activities necessary to utilize the Site for its Permitted Use.

6.5 Refrain from making any unlawful use of said Property or Site.

7. LESSEE'S OBLIGATIONS. The following shall be the responsibility of the Lessee at Lessee's sole cost:

7.1 Arrangement for and deliver to the Site, as necessary, of all water sanitary sewer, gas, electrical, and other utility services deemed necessary by Lessee.

7.2 Structural repairs and maintenance of any screening, fences, buildings, water, sanitary sewer, gas and electrical services, and other utility services to the Site, as deemed necessary by Lessee.

7.2.1 Lessee at its sole discretion may require subsequent sub-lessee perform structural repairs and maintenance as described in Section 7.2. If sub-lessee fails to perform structural repairs and maintenance, Lessee shall provide said work.

7.3 All repairs necessitated by the activities or negligence of Lessee, its agents, employees, volunteers, sublessees or invitees on or in connection with the Property or Site.

7.4 All repairs or alterations required under Lessee's obligation to comply with Legal Requirements and regulations as set forth in "Restrictions on Use" above.

7.5 All landscape maintenance to ensure vegetation remains tidy and viable, including replacement of any plantings as necessary as well as all irrigation repairs and maintenance to help ensure landscape viability.

7.5.1 Lessee at its sole discretion may require subsequent sub-lessee to perform landscape maintenance as described in Section 7.5. If sub-lessee fails to perform landscape maintenance, Lessee shall provide said work.

7.6 All ad valorem tax and other real property assessments, bonds, levies or the like for the leased Site except as for provided and further described in Section B.8.

7.6.1 If applicable, Lessee at its sole discretion may require subsequent sub-lessee to pay any ad valorem tax or other assessments as described in Section 7.6. If sub-lessee fails to pay any ad valorem tax or other assessments, Lessee shall pay said ad valorem taxes or other assessments.

7.7 All taxes and assessments upon Lessee's personal property located on the Site.

7.8 The cost of any property and liability insurance maintained by Lessee as outlined in Section B.16 of this Agreement.

7.9 All utility charges associated with the operation for the Permitted Use of the Site, including but not limited to electricity, natural gas, water, sanitary sewer, and other such services as necessary.

7.10 All other costs, operations, or future improvements deemed necessary by Lessee associated with the Permitted Use of the Site.

8. TAXES AND ASSESSMENTS. After execution of this Agreement, Lessee shall apply within fifteen (15) days for a property tax exemption status based on Lessee's nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property, Site or Site Improvements, Lessee shall pay before delinquency, all assessments and levies against the portion of the Property and Lessee may invoice the County annually for the amount equal to the assessment. Lessee shall pay before delinquent, all personal property taxes on Lessee's fixtures, equipment, inventory and other personal property in or about the portion of the Property subject to taxation.
9. INSPECTION OF SITE. During the term of this Agreement, Lessor shall have the right to inspect the Site in the Lessee's presence with reasonable notice by Lessor.
10. REPAIRS. Lessee accepts the Site in its "AS IS" condition, except as expressly set forth herein. Lessee will at all times keep the Site in good condition consistent with the condition of the Site on the Effective Date and make all repairs during the term of the Agreement necessary to maintain the Site in good condition.
11. MUTUAL INDEMNIFICATION. The following indemnification provisions shall apply to the parties:
 - 11.1 Except to the extent caused by the gross negligence or willful misconduct of Lessor, Lessee will indemnify, defend, and hold Lessor and Lessor's current and future elected officials, officers, employees, contractors, agents and volunteers (collectively, "Lessor's Agents") harmless for, from, and against any and all claims, losses, damages, and/or liabilities arising out of or related to, whether directly or indirectly, the following: (a) any negligence or misconduct of Lessee and/or Lessee's members, managers, officers, employees, agents, contractors, sublessees, and volunteers (collectively, "Lessee's Agents") on or at the Site; (b) any condition of the Site (including, without limitation, any improvements constructed thereon) that is caused solely by Lessee and/or Lessee's Agents while the Site is in the possession or under the control of Lessee; and/or (c) Lessee's breach and/or failure to perform any Lessee obligation, covenant, representation, and/or warranty under this Agreement. Lessee's indemnification obligations under this Section B.11.1 will survive the expiration or termination of this Agreement.
 - 11.2 Except to the extent caused by the gross negligence or willful misconduct of Lessee, Lessor will indemnify, defend, and hold Lessee and Lessee's current and future elected officials, officers, employees, contractors, agents and volunteers (collectively, "Lessee's Agents") harmless for, from, and against any and all claims, losses, damages, and/or liabilities arising out of or related to, whether directly or indirectly, the following: (a) any negligence or misconduct of Lessor and/or Lessor's members, managers, officers, employees, agents, contractors and volunteers (collectively, "Lessor's Agents") on or at the Property; (b) any condition of the Site (including, without limitation, any improvements constructed thereon) that is caused solely by Lessor and/or Lessor's Agents while the Site is in the possession or under the control of Lessee; and/or (c) Lessor's breach and/or failure to perform any Lessor obligation, covenant, representation, and/or warranty under this Agreement. Lessor's

indemnification obligations under this Section B.11.2 will survive the expiration or termination of this Agreement.

12. PARTIAL TAKING. If a portion of the Site is condemned and Section B.12 TOTAL TAKING does not apply, the Agreement shall continue on the following terms:

12.1 Lessor shall be entitled to all of the proceeds of condemnation and Lessee shall have no claim against Lessor as a result of the condemnation.

12.2 Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the Site as reasonably practicable to return the Site to its condition existing at the time of the condemnation, but in no event shall Lessor be liable for repairs in excess of condemnation proceeds awarded to and received by Lessor. The Lessor may, but shall not be required to, perform alterations prior to the actual taking after the portion to be taken has been finally determined. Rent shall be abated to the extent the Site is untenable during the period of alteration and repair.

12.3 After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Lessor to restore the balance of the Site in anticipation of taking, the rent, if applicable, shall be reduced commensurately with the reduction in value of the leased Site as an economic unit on account of the partial taking. If the parties are unable to agree upon the amount of the reduction of rent, the amount shall be determined by arbitration.

12.4 If a portion of the Lessor's Property not included in the leased Site is taken and severance damages are awarded on account of the leased Site, or an award is made for detriment to the leased Site as a result of change of grade of adjacent streets or other activity by a public body not involving a physical taking of any portion of the land, this shall be regarded as a partial condemnation of which subparagraphs (A) and (C) of "Partial Taking" above apply, and the rent, if applicable, shall be reduced to the extent of diminution of value of the Site as though a portion had been physically taken.

13. TOTAL TAKING. If a condemning authority takes all of the Site or a portion sufficient to render the Site reasonably unsuitable for the use which the Lessee was then making of the Site, the Agreement shall terminate as of the date the title vests in the condemning authority. Lessor shall be entitled to all of the proceeds of condemnation and the Lessee shall have no claim against Lessor as a result of the condemnation.

14. SALE IN LIEU OF CONDEMNATION - DEDICATION TO THE PUBLIC. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Section B.14 as a taking by condemnation. Dedication to the public, sale, or transfer of all or a portion of the Site to the State of Oregon, its political subdivisions or United States of America, shall be treated as a Total Taking or Partial Taking, as applicable.

15. LIENS.

15.1 Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Site and shall keep the Property free from any liens.

15.2 Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

15.3 If Lessee fails to pay any such claims or to discharge any lien, or bond over any such lien, within thirty (30) days after written notice of such lien, Lessee shall remedy any lien. If Lessee fails to remedy any liens, Lessee will be in default and such default may be remedied or exercised in accordance to Section B.18.

16. INSURANCE.

16.1 Lessee shall keep the Site improvements and personal property of the Lessee insured at its own expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. The Lessor shall not be responsible for and shall not provide fire or extended coverage on the Site improvements or personal property of the Lessee. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Agreement. Policies written on a "claims made" basis must be approved and authorized by Deschutes County Risk Management.

Claims Made Policy

(check only if applicable) ☐ Approved by County ☒ Not Approved by County

16.2 Liability Insurance: Lessee shall procure and during the term of the Agreement shall continue to carry and maintain commercial general liability insurance including fire legal liability and automobile liability insurance at Lessee's cost issued by a responsible company with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for commercial general liability insurance and \$1,000,000 combined single limit for automobile liability insurance. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement. Such insurance shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under this Agreement, and shall name, as additional insureds, Lessor and its elected officials, officers, agents, and employees. It is an affirmative obligation on the Lessee to advise the Lessor within ten (10) business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so may be construed to be a breach of this Agreement. If the insurance is canceled or terminated prior to termination of the Agreement, Lessee shall provide a new policy with the same terms. Lessee agrees

to maintain continuous, uninterrupted coverage for the duration of the Agreement.

16.2.1 Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the Site. Lessee shall maintain, on file with Lessor, a certificate of insurance certifying the coverage required as outlined. The adequacy of the insurance shall be subject to the approval of the Lessor's Risk Manager or Attorney. Failure to maintain liability insurance required by this paragraph shall be cause for immediate termination of this Agreement by Lessor.

16.3 Workers' Compensation Insurance: If Lessee is a subject employer under the Oregon Workers' Compensation law, it shall comply with ORS 656.017, by providing workers' compensation coverage for all its subject workers for the duration of this Agreement. The employer's liability limits shall have minimum limits of \$500,000 each accident; \$500,000 for disease, each employee and \$500,000 disease, policy limits.

16.3.1 The policy coverage shall include a waiver of subrogation in Deschutes County's favor. A certificate of insurance, or copy thereof, shall be attached to this Agreement, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The adequacy of the insurance shall be subject to the approval of Lessor's Risk Manager or Attorney.

16.3.2 In the event the Lessee's workers compensation insurance coverage is due to expire during the term of this Agreement, the Lessee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Lessee agrees to provide the Lessor such further certification of workers' compensation insurance as renewals of said insurance occur.

16.4 Subrogation: Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each Party agrees to use best efforts to obtain such an agreement from its insurer, if the policy does not expressly permit a waiver of subrogation.

17. ASSIGNMENT AND SUBLEASE. Lessee will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Lessee's interest in this Agreement and/or in the Site (collectively, "Transfer") without Lessor's prior written consent. Notwithstanding anything to the contrary set forth in this Agreement, Lessee shall have the right to assign or transfer its interest in this Agreement to any affiliate of Lessee or

subsidiary of Lessee's ultimate parent, without Lessor's consent but with written notice to Lessor. Upon any approved Transfer, (a) the terms and conditions of this Agreement will in no way be deemed to have been waived or modified, (b) consent will not be deemed consent to any further Transfer, (c) the acceptance of Rent by Lessor from any other person will not be deemed to be a waiver by Lessor of any provision of this Agreement, and (d) no Transfer relating to this Agreement, whether with or without Lessor's consent, will modify, relieve, or eliminate any liability or obligations Lessee or any guarantor of this Agreement may have under this Agreement. Any Transfer which does not comply with this Agreement will be void and will constitute a breach of this Agreement.

17.1 Parties recognize Lessee will sublet or sublease all or a portion of the Site for the purposes outlined in Section A, subsections 5 and 6 above. Parties further recognize Lessee's intent to sublet or sublease all or a portion of the Site to a third party(s) for the purpose(s) of constructing and/or operating individual shelter units, supportive structures, recreational and vehicle camping, congregate shelter space, and/or other shelter options to provide housing options. Lessor consents to Lessee's sublet or sublease for the purpose(s) contained in Section B.17.1 of this Agreement.

18. DEFAULT. Each of the following will constitute an "Event of Default" and a breach of this Agreement:

18.1 Failure of Lessee to pay taxes or assessments as applicable, utilities or any other charge. If Lessor is notified of any such amounts related to the Site or Lessee's operations specific to the Site, said amounts must be paid by Lessee within ten (10) business days after written notice from Lessor.

18.2 Failure of Lessee to perform or comply with any term, condition, and/or covenant or fulfill any obligation of the Agreement (other than the payment of rent or other charge, cost, and/or expense) within thirty (30) days after written notice is received by Lessee from Lessor specifying the nature of the default with reasonable particularity. If the failure is in such a nature that it cannot be completely remedied within the thirty (30) day period, the failure will not be a default if Lessee begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, so long as a full cure of said default is made within ninety (90) days of the original written notice.

18.3 Attachment, execution, levy, and/or other seizure by legal process of any right or interest of Lessee under this Agreement if not released within thirty (30) days.

18.4 Lessee becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

19. REMEDIES ON DEFAULT.

19.1 Upon the happening of an Event of Default, the Agreement may be terminated at the option of the Lessor or Lessee by notice in writing to Lessee or Lessor. The notice may be given at any time after any grace period for default given under Section B.20. All of Lessee's rights in relation to the Site and in all improvements on the Site will terminate as of the date of termination and/or expiration. Promptly after such notice, unless agreed upon by the Parties in writing, Lessee will surrender and vacate the Site and all improvements in good condition. Lessor may reenter and take possession of the Site and of all improvements and eject some or all parties in possession except any sub-lessee qualifying under any non-disturbance agreement by Lessor. Lessor and Lessee will have all rights and remedies available to Lessor and Lessee under this Agreement, at law, and in equity. Termination under this Section will not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee. Termination under this Section will not relieve Lessor from the payment of any sum then due to Lessee or from any claim for damages previously accrued or then accruing against Lessor. If the Site is abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

19.2 In the event Lessor terminates this Lease, the Lessor, or those having the Lessor's estate in the Site, lawfully at its option, may enter into and upon said demised Site and every part thereof, and repossess the same of Lessor's former estate, and expel said Lessee and those claiming by and through or under Lessee, and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. If Lessor terminates the Agreement, Lessor will be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of this Agreement, and in addition to any other damages recoverable by Lessor, the reasonable costs of reentry and reletting including, without limitation, the cost of any clean-up, refurbishing, removal of Lessee's property and fixtures, and/or any other expense occasioned by Lessee's failure to quit the Site upon termination and to leave the Site in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

19.3 The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to Lessor under applicable law.

20. TERMINATION AND SURRENDER.

20.1 Upon expiration, abandonment, termination, revocation or cancellation of this Agreement, the Lessee shall surrender the Site to Lessor in the same condition as the Site was on the date of possession, except, that nothing in this Agreement shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Site in a condition which complies with all Legal Requirements. Upon Lessor's written approval, Lessee may leave Site improvements authorized by any land use permit. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Agreement.

20.2 Termination on Default. In the event of a default, the Agreement may be terminated at the option of the non-defaulting Party by notice in writing to the other(s). The non-defaulting Party(s) shall be entitled to any remedies available to that Party under applicable law.

20.3 Termination (Convenience) of Agreement. It is the intent of the Parties hereto that the Site shall be used during said term as outlined in Section A. Notwithstanding this intent, Parties have the right to terminate this Agreement at any time upon giving the other Parties one hundred eighty (180) days written notice and in accordance with Section B.22 of this Agreement.

21. PERSONAL PROPERTY.

21.1 All personal property placed upon the leased Site during the term of this Agreement by Lessee shall remain the property of Lessee except as otherwise provided herein.

21.2 Unless agreed upon in writing by the Parties, upon abandonment, expiration, termination, revocation, or cancellation of this Agreement, Lessee shall remove from the Site all site improvements and personal property of Lessee on or prior to the date of such termination. If Lessee fails to remove all or part of such personal property on the expiration or termination of this Agreement then all such personal property shall become the property of Lessor.

22. NOTICES. Any notice by Lessee to Lessor or Lessor to Lessee must be mailed first class by the United States Postal Service (USPS), postage prepaid, addressed to the other at the address given below or at such other address as either may designate by written notice. Notice shall be deemed effective three (3) calendar days following posting at a USPS location as herein described.

LESSOR:
Deschutes County
Attention: Property Manager
P.O. Box 6005
Bend, Oregon 97708-6005

Physical: 14 NW Kearney
Bend OR 97703
541-385-1414 Office
541-317-3168 Fax
Kristie.Bollinger@deschutes.org

LESSEE:
City of Redmond
Attn: City Manager
411 SW 9th Street
Redmond, Oregon 97753

541-923-7710 Office
Admin@RedmondOregon.gov

23. NONWAIVER. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

24. PARTNERSHIP. Lessor is not by virtue of this Agreement a partner or joint venture with Lessee in connection with activities carried on under this Agreement, and shall have no obligation with respect to Lessee's debts or any other liabilities of each and every nature.

25. LESSEE NOT AN AGENT OF LESSOR. It is agreed by and between the Parties that Lessee is not carrying out a function on behalf of the Lessor, and that Lessor does not have the right of direction or control of Lessee's operation under this Agreement or to exercise any control over the activities of Lessee.
26. LAND USE PERMIT. This Agreement does not constitute a land use permit, nor does acceptance of this Agreement by Lessor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.
27. LESSOR'S RIGHT TO CURE DEFAULTS. If Lessee fails to perform any obligations under this Agreement, Lessor shall have the option, but not the obligation, to do so after thirty (30) days' written notice to the Lessee. All of Lessor's actual and reasonable expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. In the event that Lessee, upon using Lessee's best efforts, is unable to obtain all required land use permits, Lessee may terminate this Agreement upon written notice to Lessor. Lessee shall remain liable to Lessor following termination for all unpaid lease payments, charges and damages due prior to termination and any damages, expenses, costs or losses suffered by Lessor due to Lessee's termination of this Agreement.
28. NON-DISCRIMINATION: No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from this Agreement on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Lessor.
29. TIME IS OF THE ESSENCE. Time is of the essence of each and every provision of this Agreement.
30. SEVERABILITY. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, 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 void, invalid or unenforceable.
31. AUTHORITY. Lessee covenants that it possesses the legal authority to bind its principals to the terms, provisions and obligations contained within this Agreement. If it is determined that Lessee does not have authority to enter into this Agreement, Lessor may terminate this Agreement by providing written notice to Lessee.
32. MEDIATION and ARBITRATION.
- 32.1 Mediation. Before any party to this Agreement initiates Arbitration and/or litigation in Circuit Court, the parties must first attempt non-binding mediation. The parties shall split the cost of the mediator. If the parties are unable to agree on selection of the mediator, then the Director at Central Oregon Mediation shall choose. The mediation shall last no more than four (4) hours in duration.

32.2 Disputes for Arbitration. If any dispute arises between the Parties and the dispute cannot be resolved, the Parties shall submit the same to binding arbitration. If the Parties are unable to agree upon an arbitrator, then either party may apply to the presiding judge of Deschutes County to appoint the required arbitrator.

32.3 Procedure for Arbitration. The arbitration shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Deschutes County. Common costs of the arbitration shall be shared equally by the Parties, but each Party shall pay its own attorney fees incurred in connection with the arbitration.

33. ENTIRE AGREEMENT. This Agreement and attached Exhibits, if any, constitute the entire agreement between the Parties concerning the subject matter of the Agreement and supersede any and all prior or contemporaneous negotiations and/or agreements between the Parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all Parties to this Agreement.
34. LESSOR DEFAULT. No act or omission of Lessor will be considered a default under this Agreement until Lessor has received thirty (30) days' prior written notice from Lessee specifying the nature of the default with reasonable particularity. Commencing from Lessor's receipt of such default notice, Lessor will have thirty (30) days to cure or remedy the default before Lessor will be deemed in default of this Agreement; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the twenty-day cure period, there will not be a default by Lessor under this Agreement if Lessor begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.
35. INTERPRETATION. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
36. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.

[SIGNATURE PAGES FOLLOW]

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

LESSOR:

DATED this 26th day of July, 2023

Brenda Fritsvold
Recording Secretary

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Anthony DeBone

ANTHONY DEBONE, Chair

Patti Adair

PATTI ADAIR, Vice-Chair

Phil Chang

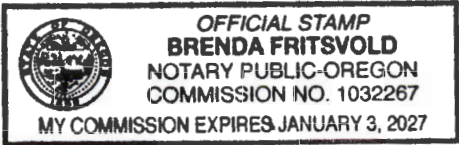
PHIL CHANG, Commissioner

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared ANTHONY DEBONE, PATTI ADAIR, and PHIL CHANG, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this 28th day of July, 2023

Brenda Fritsvold My Commission Expires: 1-03-2027
Notary Public for Oregon



LESSEE:

DATED this 27th day of July, 2023

City of Redmond, Oregon

Keith Witcosky
Keith Witcosky, City Manager

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me this 27th day of July, 2023, by Keith Witcosky, as City Manager of City of Redmond, Oregon, an Oregon municipal corporation, on behalf of said City of Redmond, Oregon.

Notary Public for Oregon Kelly Morse
My commission expires: 10/17/26



EXHIBIT A
Overall TaxLot

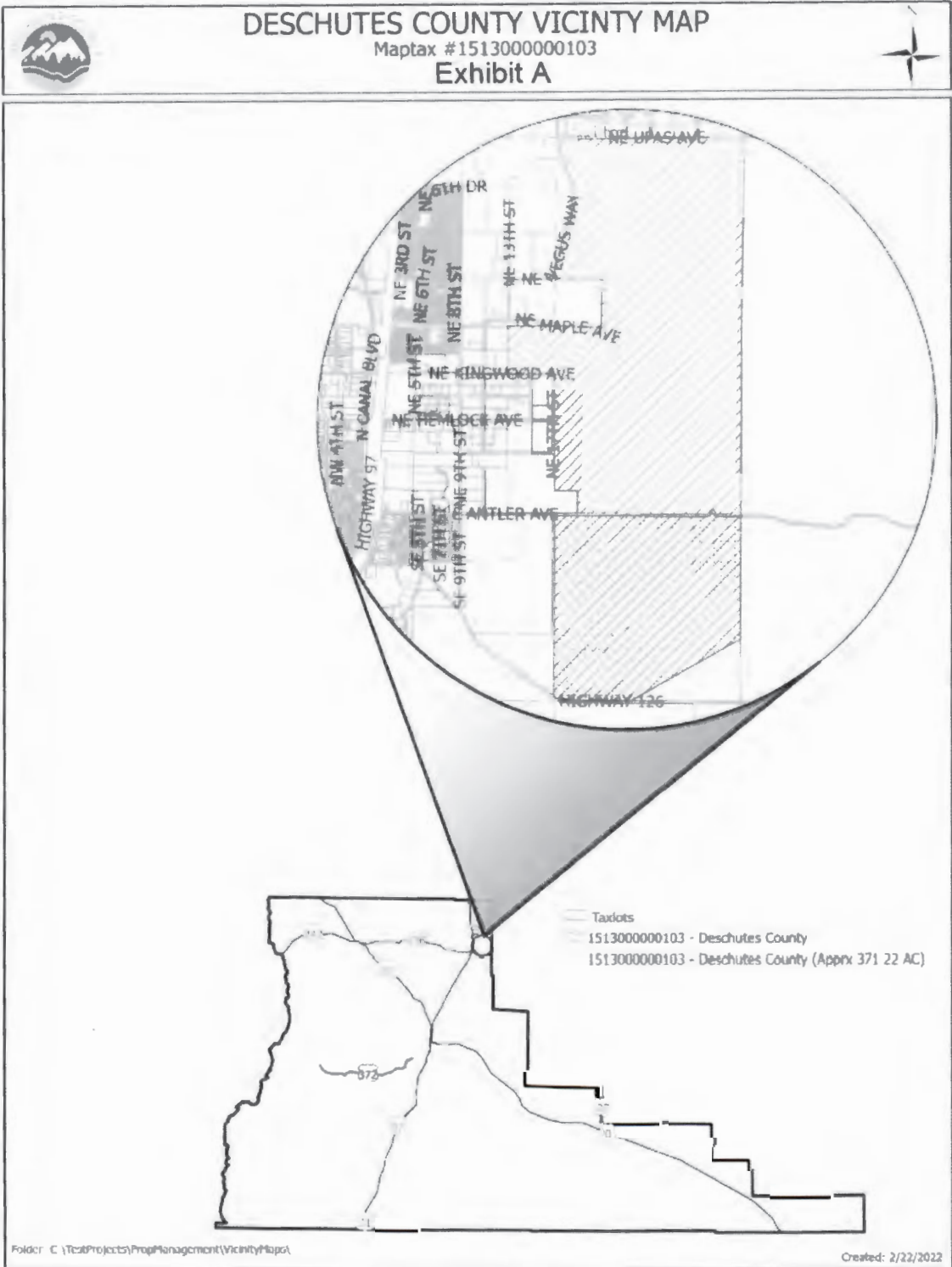


EXHIBIT B1
Site Description

EXHIBIT B1

A portion of Parcel 2 of Partition Plat 2022-17, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the Southwest corner of said Section 14; Thence along the West line of said Section 14 North 0°25'21" West 164.84 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the Southeast corner of Parcel 3 of Partition Plat 2009-21 and the West line of said Parcel 2 of Partition Plat 2022-17; Thence North 11°29'19" East 193.80 feet to the **TRUE POINT OF BEGINNING**; Thence parallel with and 40 feet Easterly of said West line of Section 14 North 0°25'21" West 530.53 feet; Thence North 90°00'00" East 713.35 feet; Thence South 0°25'21" East 630.45 feet; Thence North 90°00'00" West 217.53 feet; Thence North 40°12'03" West 134.75 feet; Thence South 89°34'49" West 409.60 feet to the **TRUE POINT OF BEGINNING**.

The Basis of Bearings is North 0°25'21" West along the West line of Section 14.

The above described land contains 9.27 acres, more or less.



EXHIBIT B2
Site Depiction

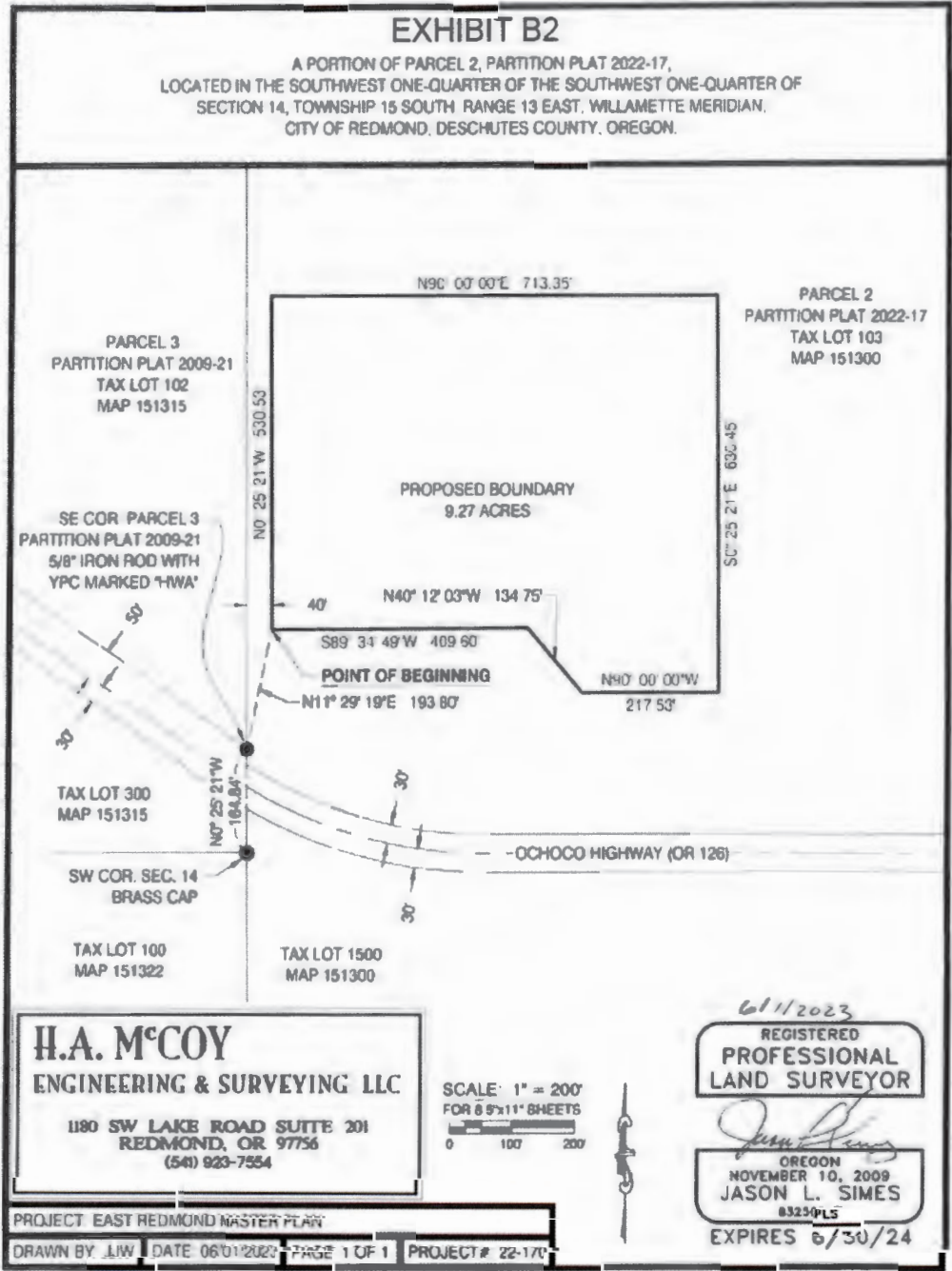


EXHIBIT C1
Site Description

EXHIBIT C1

A portion of Parcel 2 of Partition Plat 2022-17, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the Southwest corner of said Section 14; Thence along the West line of said Section 14 North 0°25'21" West 164.84 feet to a 5/8" iron rod with a yellow plastic cap marked "HWA" at the Southeast corner of Parcel 3 of Partition Plat 2009-21 and the West line of said Parcel 2 of Partition Plat 2022-17; Thence South 87°18'26" East 40.06 feet to the **TRUE POINT OF BEGINNING**; Thence parallel with and 40 feet Easterly of said West line of Section 14 North 0°25'21" West 191.81 feet; Thence North 89°34'49" East 409.60 feet; Thence South 40°12'03" East 311.33 feet; Thence South 0°01'53" West 50.32 feet; Thence parallel with and 40 feet Northerly of the North right of way line of the Ochoco Highway the following courses: North 89°58'07" West 272.77 feet; On a curve to the right with a radius of 655.00 feet, a length of 353.25 feet, a central angle of 30°54'02", and a chord that bears North 74°31'07" West 348.99 feet to the **TRUE POINT OF BEGINNING**.

The Basis of Bearings is North 0°25'21" West along the West line of Section 14.

The above described land contains 3.23 acres, more or less.

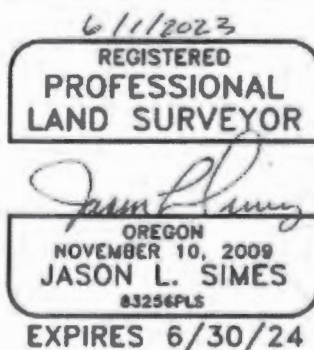
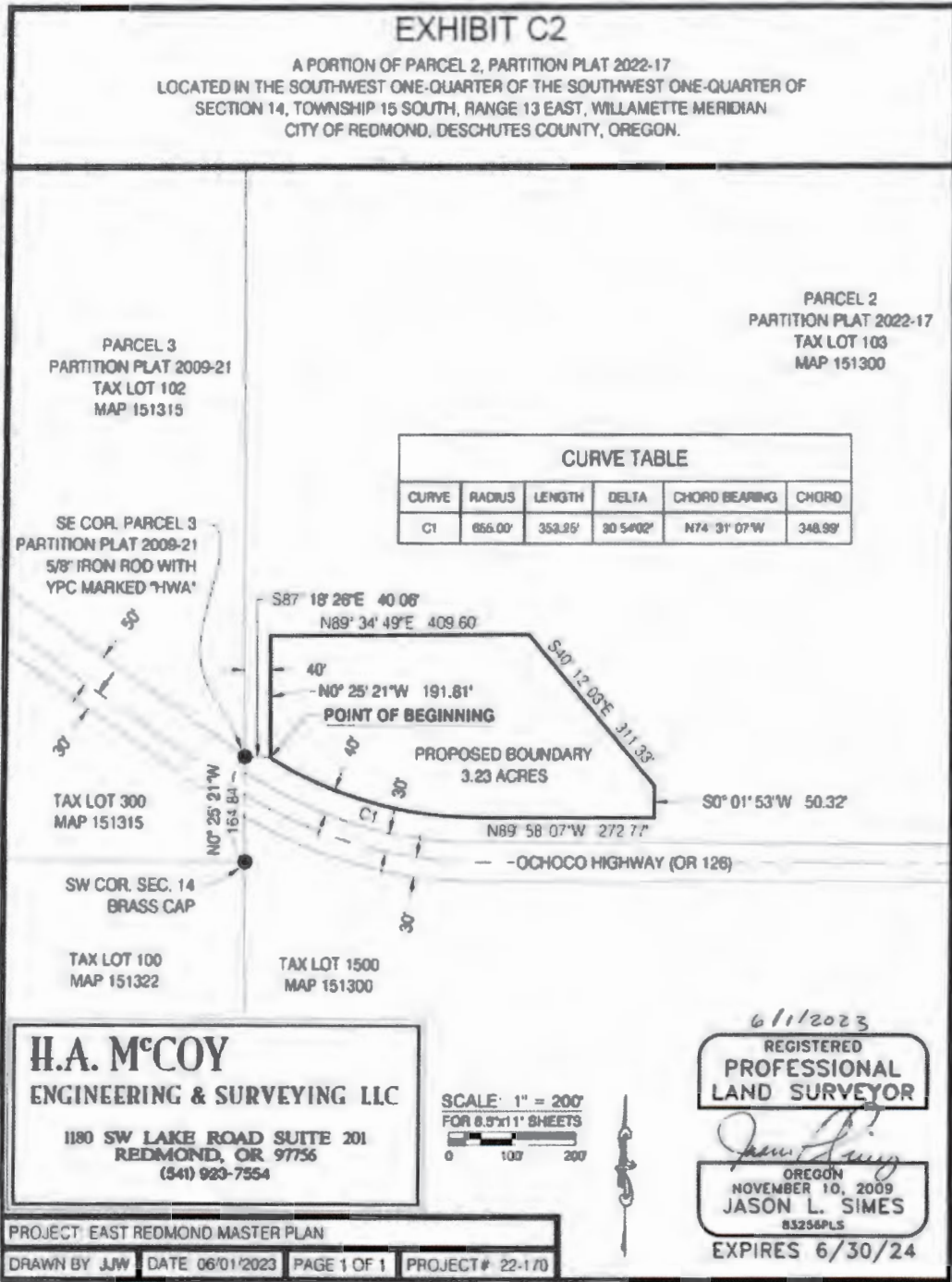


EXHIBIT C2
Site Depiction





BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: April 21, 2025

SUBJECT: Ground Lease with Mountain View Community Development for use of 9.48 acres in East Redmond

RECOMMENDED MOTION:

Move approval of Document No. 2025-058, a Ground Lease with Mountain View Community Development for use of 9.48-acres of County-owned property in East Redmond for the development of permanent supportive housing.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County owns a +/- 1,700-acre tract of land in Redmond, which was acquired by a federal land patent in 1965. The property known as Map and Tax Lot 1513000000103 borders Hwy 126 to the south and NE Upas Avenue to the north, various streets and undeveloped property to the west and undeveloped Bureau of Land Management property to the east. A portion of this parcel is occupied by Negus Transfer Station and Oasis Village, and +/- 10-acres has been reserved for a managed camp and +/- 300-acres for the multi-jurisdictional CORE3 project.

In July 2024, Mountain View Community Development submitted a letter to the County to request a long-term ground lease directly with the County to develop permanent supportive housing on +/- 9-acres on said parcel north of Oasis Village and south of the pending managed camp, and within Redmond city limits. The Board of County Commissioners considered the request and supported a direct 65-year ground lease to include 9.48-acres plus a 50-foot buffer area to the north of the designated property.

The +/- 75-unit permanent supportive housing project known as Mt. View Community Village, will include one- and two-bedroom units to provide needed housing in the continuum of care for community members experiencing homelessness and on fixed incomes.

Mountain View Community Development will provide a presentation and be available to answer questions.

BUDGET IMPACTS:

None—this would be a zero-cost ground lease.

ATTENDANCE:

Kristie Bollinger – Deschutes County Property Management

Rick Russell – Executive Director, Mountain View Community Development

Michelle Cross – Project Manager, Mountain View Community Development



**MOUNTAIN VIEW
COMMUNITY
DEVELOPMENT**

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[Donate](#)

04/21/2025 Item #8.



We're taking on homelessness in Central Oregon. And we need your help.

The number of unhoused people in Central Oregon has been

Permanent Supportive Housing in Central Oregon

Completed

- 10 Units in Warm Spring
- 34 Units in Bend



Warm Springs Housing

Proposal

- 75 Units in Redmond

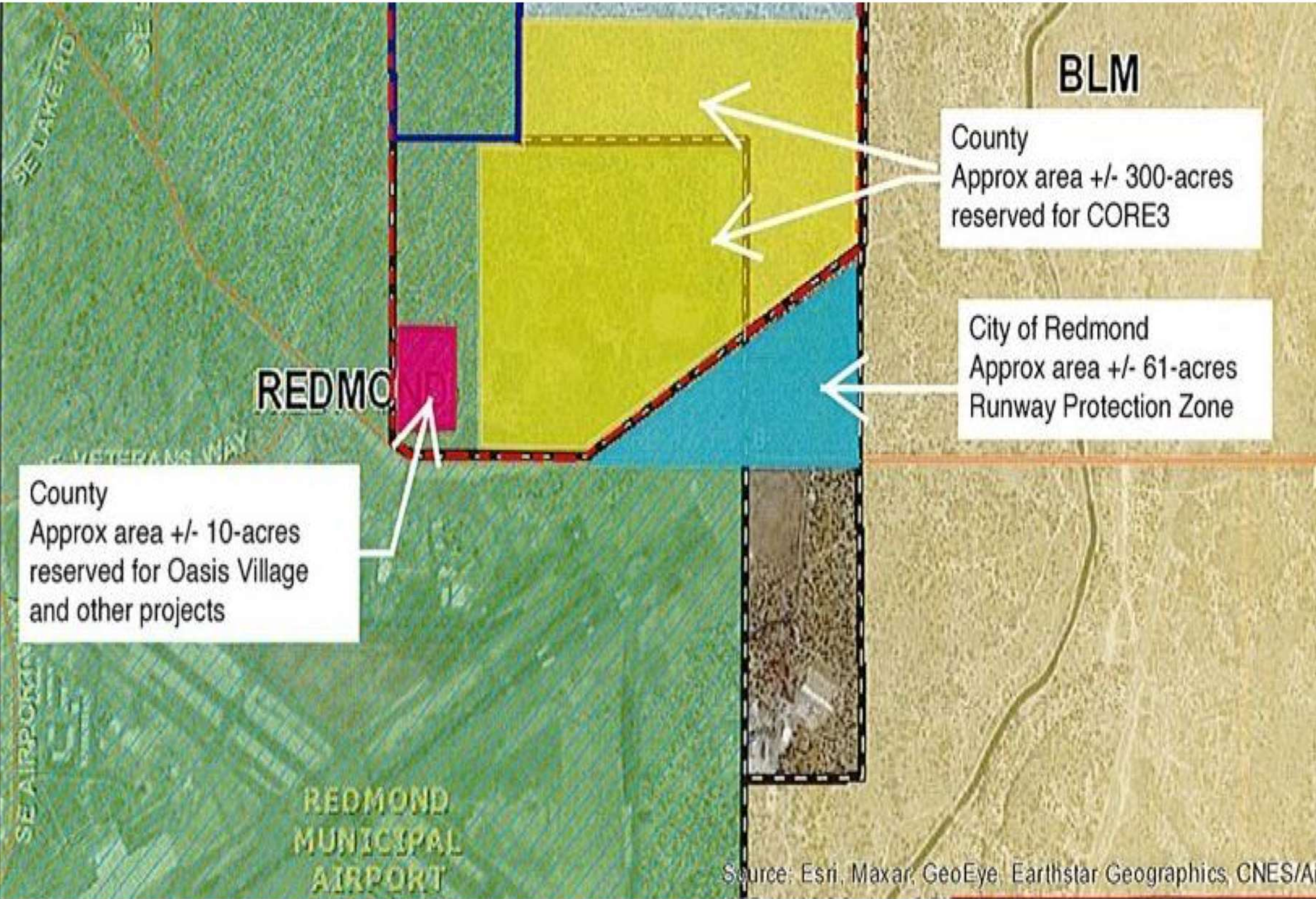


Cleveland Commons, Bend



Imagine a place for formerly
unhoused people that's
intentionally designed to foster
community.

It's on its way.



04/21/2025 Item #8.

SIMILAR COMMUNITY IN AUSTIN, TX
COURTESY: MOBILE LOAVES & FISHES



Housing Village

74 homes



ACADIA 1  1  400 SQ FT



400 & 600 sq ft
1 & 2 bedrooms
kitchen, bath, laundry

TAX LOT 102, MAP 151315 (COID)

FUTURE NE 17TH STREET

BUFFER AREA

DESCHUTES COUNTY
MANAGED CAMP
9.98 ACRES

24 PARKING SPACES
TRASH ENCLOSURE
ACADIA UNITS: 50
ASPEN UNITS: 25
TOTAL UNITS: 75
ROAD GRAVEL: 62,700 SQUARE FEET ±
PATH GRAVEL: 13,300 SQUARE FEET ±
TOTAL GRAVEL AREA: 76,000 SQUARE FEET ±

04/21/2025 Item #8.

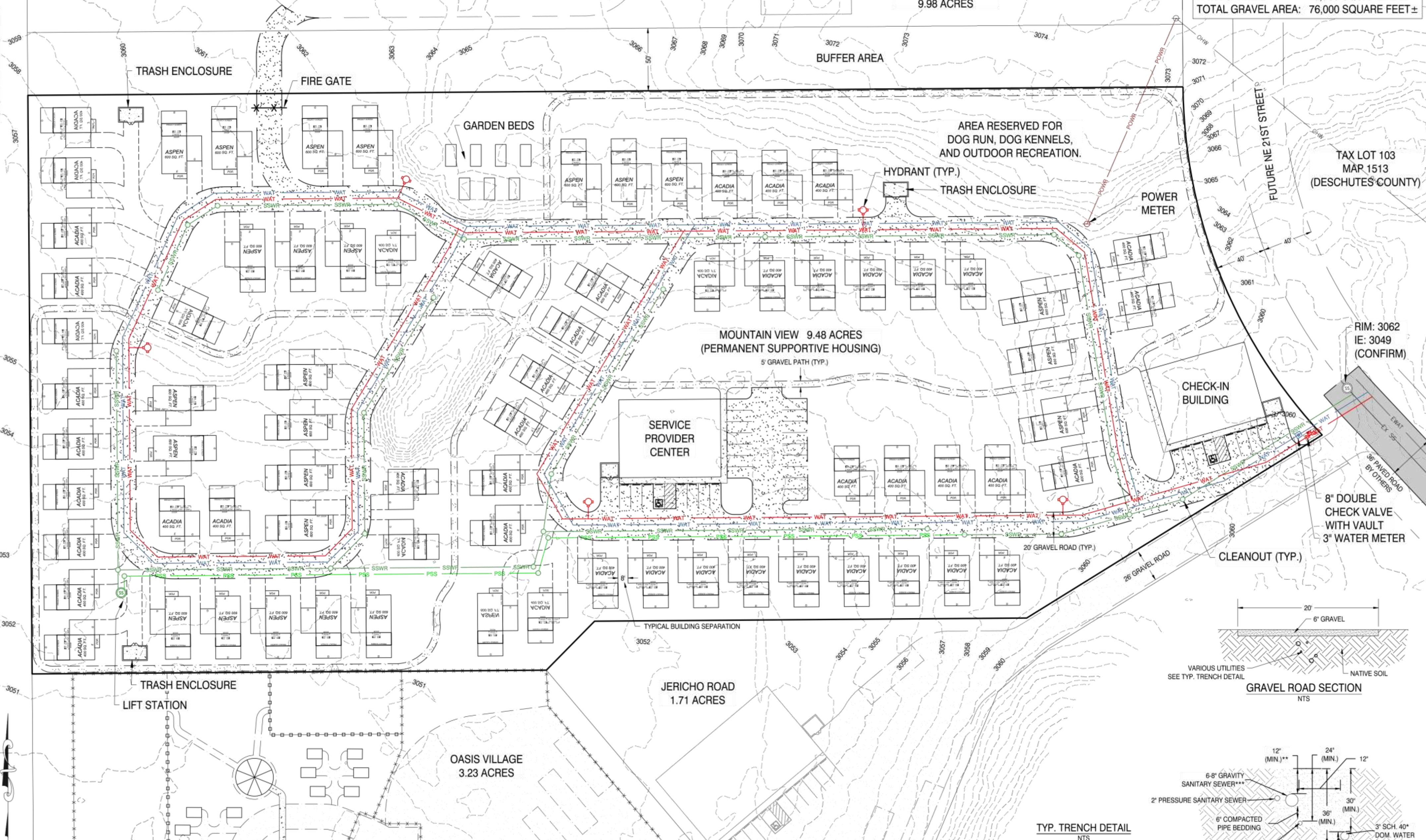
DRAWING STATUS:	DATE:	NO.	REVISION:
PRELIM. LAYOUT	03/13/25	1	
		2	
		3	
		4	
		5	
		6	
		7	
		8	
		9	
		10	

H.A. McCOY
ENGINEERING & SURVEYING, LLC
1180 SW Lake Road, Suite 201, Redmond, OR 97756
HAYES McCoy
P.E. PLS. CIVIL
541-923-7554
hayes@ham-eng.com

PROJECT: MOUNTAIN VIEW COMMUNITY VILLAGE
PROJECT LOCATION: REDMOND, OR
CLIENT: DESCHUTES COUNTY

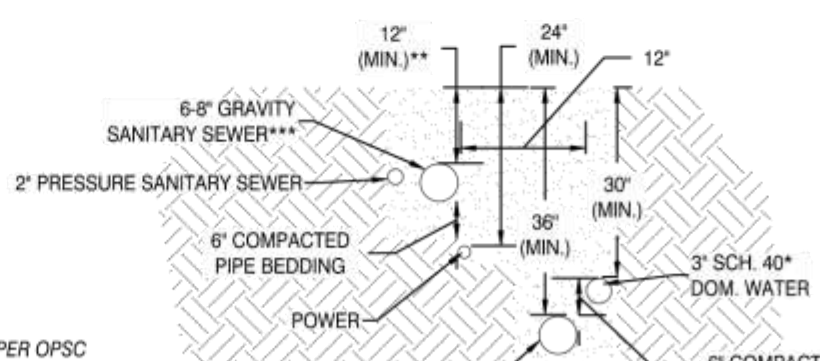
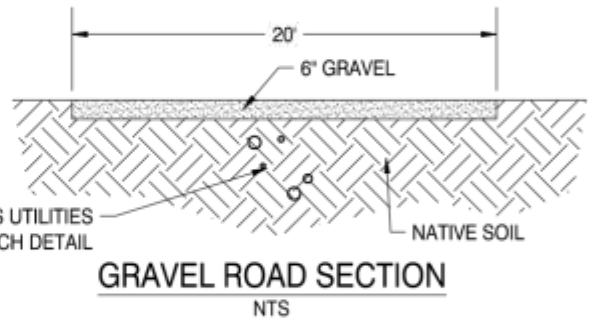
SHEET TITLE:
PRELIMINARY LAYOUT
OPTION 3

JOB NO. 24-144
DRAWN BY: JJW



SCALE: 1" = 40'

TYP. TRENCH DETAIL
NTS
*OR APPROVED EQUAL
**INCREASED DEPTH OR ALTERNATE TRENCH REQ. PER OPSC



Mountain View Village

Partners

- Mountain View Community Development- lead developer
- Housing Works- PSH technical support
- FUSE- Property management support
- Hayden Homes- Home design and construction

Architects & Engineering

- 10 Over Studio- initial concepts
- Pinnacle Architects- community building design
- HA McCoy Engineering & Surveying

Mountain View Village

Design

- 75 homes, 400 & 600 sq ft
- 10% of homes reserved for non-previously unhoused households
- Community space for gathering & case management offices
- Central courtyard, community gardens, walking path, facilities/maint space
- Access space for mobile services (Mosaic, library, COIC workforce)

Mountain View Village

Residents

- Criteria: chronically unhoused w/disability
- Expectation: majority will be 55+
- Resident portion rent: 30% of their income; remainder subsidized
- On site case management staff
- Permanent housing

Funding

- Oregon Housing & Community Services
 - 80% of capital construction costs
 - \$10,000 per unit, per year, for 15 years
 - Rental subsidy for tenant to keep them at 30% income
- Federal Home Loan Bank Grant
 - \$3 million; submission May 1, awarded December 2025
- Private Grants & Funding

Estimated Timeline

- May 2025 \$3 million Federal Home Loan Bank grant, awarded December 2025
- Sept 2025 Completion of OHCS PSH Institute
- Summer 2025 completion of project entitlement; submission for OHCS funding
- Fall/winter 2025-6 site infrastructure development
- Spring/summer 2026 vertical construction
- Variables: legislative allocation for PSH funding and OHCS dispersment schedule



Imagine a place for formerly
unhoused people that's
intentionally designed to foster
community.

It's on its way.

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made as of the date of the last signature affixed hereto ("Commencement Date") by and between **DESCHUTES COUNTY**, a political subdivision of the State of Oregon ("Lessor"), and **MOUNTAIN VIEW COMMUNITY DEVELOPMENT**, an Oregon nonprofit public benefit corporation ("Lessee"). Lessor and Lessee are referred to herein as "Party" or "Parties."

A. RECITALS

1. Lessor owns certain real property located at 1002 NE 17th Street, Redmond, OR, 97756. It contains +/- 1,636.93-acres as shown on Exhibit A, attached hereto and incorporated herein by reference. ("Property").
2. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement to lease a portion of the Property containing +/- 9.48-acres, more or less, legally described on Exhibit B1 and as shown on Exhibit B2, attached hereto and incorporated herein by reference ("Site").
 - 2.1 Lessor has agreed to include a buffer area to the north of the Site that shall remain vacant, unimproved land and provide an area of open space during the Term of the lease ("Buffer"). Buffer commences on Site's Northern boundary extending Fifty (50') feet north and spans the length of the Site from East to West. The Buffer is bordered to the East by a segment of future 21st Street and to the West by City of Redmond-owned property. Buffer is not included in Site and Lessor does not agree to lease the Buffer to Lessee, unless amended in writing by Parties.
 - 2.2 Lessee may elect to increase the size of the Buffer by utilizing the Site's 9.48-acres.
3. Lessor agrees to lease the Site to Lessee.
4. Lessor is highly supportive of Lessee's stated intent to develop and operate approximately 75-unit Permanent Supportive Housing project (as defined in Section 5.1) known as Mt. View Community Village ("Program"). The purpose of the Program is to provide permanent supportive housing to vulnerable community members within Deschutes County ("Residents"). The Program will provide essential services, including but not limited to case management and wraparound services as needed. The Program will include a community meeting and activity space, and approximately 75 individual residential units that will include a kitchen and a bathroom and other Site improvements to support and operate the Program ("Improvements").

B. WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. TERM. The term of this Agreement shall be effective on the date of the last signature affixed hereto ("Effective Date"), and shall expire April 30, 2090 unless sooner terminated in accordance with this Agreement.

1.1 EARLY TERMINATION. Notwithstanding any other provision of this Agreement, Lessee may terminate this Agreement upon ninety (90) day's advance written notice if Lessee determines, in its sole discretion, that Lessee is unable to obtain the permits and approvals required to develop a Permanent Supportive Housing as described in Section A.4, that Lessee is unable to obtain financing or financial support for the construction of the Improvements or to operating the Program, or if Lessee is unable to fulfill one or more of its obligations as described in Section 7. If the Lease is terminated under this Section, Lessee shall have no further obligation to Lessor that arise on or after the date of termination.

2. RENT. Except as otherwise provided elsewhere in this Agreement, in recognition of the public benefit rendered by Lessee's activities, the monthly lease rate is zero (\$00.00) for the term of this Agreement.
3. POSSESSION. Lessee's right to exclusive possession and obligations under the Agreement shall commence as of the Effective Date of this Agreement, except as otherwise provided herein.
4. CONDITION OF SITE. Lessor and Lessor's employees, elected officials, volunteers, agents and representatives (collectively "Indemnified Parties") as defined in Section B.11 have made no warranties or representations regarding the condition of the Site, including, without limitation, the suitability of the Site for intended uses, except as may be expressly set forth herein. Lessor has no obligation to repair, alter, and/or construct any improvements on the Site. Lessee has inspected and accepts the Site in its "AS IS" condition upon taking possession, except as otherwise expressly set forth herein. Lessor will have no liability to Lessee, and Lessee will have no claim against Lessor, for any damage or injury or loss of use caused by the condition of the Site, except as expressly set forth herein. Lessee is solely responsible for thoroughly inspecting the Site and ensuring that it is in compliance with all Legal Requirements (as defined below), except as expressly set forth herein.

5. PERMITTED USE.

5.1 Lessee shall utilize the Site to develop and operate approximately 75 units of permanent supportive housing ("PSH") as provided and defined in OAR 813-138-0005, as the same may be amended from time-to-time.

5.1.1 Lessee may reserve no more than Ten percent (10%) of PSH Units for missional and/or peer support occupancy that are not restricted as defined in Section 5.1.

5.2 Lessee will engage with professional contractors including but not limited to architects, engineers and general contractors for site design and development at its discretion, sole cost, and expense.

5.2.1 Design. Prior to 50% completion of design/construction documents, Lessee will be required to schedule a public work session with the Board of County Commissioners to review Site design and development elements and solicit input. Lessee shall consider any comments and suggestions from the Board of County Commissioners, subject to the site design and development and shall be subject to applicable laws, and be determined by Lessee's reasonable discretion, including but not limited to the requirements for PSH as defined in Section 5.1 and Lessee's financial resources.

5.2.2 Construction. Lessee anticipates that construction will commence in early 2026. Lessee will provide a construction schedule with the completed design and construction documents.

5.3 Lessee will be required to provide Lessor with any reports filed annually with Oregon Housing Community Services ("OHCS"), or its successors, with respect to the Site, or a portion thereof, and will forward such report to the Lessor within fifteen (15) days after such reports are filed with OHCS. Lessor may reasonably require additional reporting from time-to-time.

5.4 Lessee will acquire all required permits from the City of Remond ("City") in accordance with the City's development code.

5.5 No other additional use of the Site is permitted unless agreed upon in writing and in advance by the Parties.

6 RESTRICTIONS ON USE. In terms of use of the Site, Lessee shall:

6.1 Maintain improvements, structures and fences on the Site, if any, to standards of repair and safety reasonably acceptable to Lessor.

6.2 Except as undertaken in the ordinary course of conducting its Permitted Use and in compliance with applicable local, state and federal law, refrain from the disposal, spilling or discharging of any oil, gasoline, diesel fuel, chemicals, or other pollutants on the leased Site. In the event of such spills, Lessee shall undertake any and all necessary actions to contain and remove from the Site as provided by law.

6.3 Conform to all applicable Legal Requirements of any public authority affecting the Site and Lessee's specific use of Site and correct at Lessee's own expense any failure of compliance created by Lessee or by reason of Lessee's

specific use of the Site, except as expressly set forth in this Agreement. For purposes of this Agreement, the term "Legal Requirement(s)" means any and all rules, regulations, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, rules, and regulations applicable to the Site and/or Lessee's specific use thereof of the Site, including, without limitation, the Americans with Disabilities Act of 1990, as amended (and the rules and regulations promulgated thereunder), all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

6.4 Refrain from any use which would create a nuisance either on the Site or offsite or damage the Site, including but not limited to, creating offensive odors, excessive dust or noise on the Site or maintaining a fire on the Site. Nothing herein shall be construed to prohibit normal activities necessary to utilize the Site for its Permitted Use.

6.5 Refrain from making any unlawful use of said Site.

7 LESSEE'S OBLIGATIONS. The following shall be the responsibility of the Lessee at Lessee's sole cost:

7.1 Arrangement for and delivery to the Site, as necessary, of all water, sanitary sewer, gas, electrical, and other utility services deemed necessary by Lessee.

7.2 Structural repairs and maintenance of any screening, fences, buildings, water, sanitary sewer, gas and electrical services, and other utility services to the Site.

7.3 All repairs necessitated by the activities or negligence of Lessee, its agents, employees, volunteers or invitees on or in connection with the Site.

7.4 All repairs or alterations required under Lessee's obligation to comply with Legal Requirements and regulations as set forth in "Restrictions on Use" above.

7.5 All landscape maintenance to ensure vegetation remains tidy and viable, including replacement of any plantings as necessary as well as all irrigation repairs and maintenance to help ensure landscape viability.

7.6 All ad valorem tax and other real property assessments, bonds, levies or the like for the leased Site except as for provided and further described in Section B.8.

7.7 All taxes and assessments upon Lessee's personal property located on the Site as outlined in Section B.8 of this Agreement.

7.8 The cost of property and liability insurance as outlined in Section B.16 of this Agreement.

7.9 All utility charges associated with the operation for the Permitted Use of the Site, including but not limited to electricity, natural gas, water, sanitary sewer, and other such services as necessary.

7.10 All other costs operations or future improvements associated with the Permitted Use of the Site.

7.11 In the event Lessor receives complaints associated with the Program from property owners adjacent to the Site or the community at large, Lessor may require Lessee to provide a summary report to include the issue and mitigating solutions, and Lessor reserves the right to propose solution based input on such issues. Further, Lessor may request and Lessee shall make itself reasonably available to attend a public Board of County Commissioner meeting to present any specific issues for discussion. Lessee shall consider all complaints and proposed solutions, but Lessee shall not be obligated to accept or implement any proposed solution that is inconsistent with the operation of PSH as defined in Section 5.1, or that would require an expenditure that strains Lessee's financial resources, as determined by Lessee in its reasonable discretion.

8. TAXES AND ASSESSMENTS. After execution of this Agreement, Lessee shall apply within fifteen (15) days for a property tax exemption status based on Lessee's nonprofit status. If the property tax exemption application is denied and the taxing authority assesses real property tax and assessments for the Property, Site or Site Improvements, Lessee shall pay before delinquency, all assessments and levies against the portion of the Property. Prior to delinquency, Lessee shall pay all personal property taxes on Lessee's fixtures, equipment, inventory and other personal property in or about the portion of the Property subject to taxation.

8.1 Lessee shall be responsible for the record keeping and assessment due that are associated with prevailing wages including but not limited to amounts payable to the Oregon Bureau of Labor & Industries and U.S. Department of Labor.

9. INSPECTION OF PROPERTY. During the term of this Agreement, Lessor shall have the right to inspect the Site in the Lessee's presence with reasonable notice by Lessor; however, Lessor's right to inspect shall be subject to all notice requirements and restrictions imposed by Oregon law, including but not limited to the Oregon Residential Landlord Tenant Act.
10. REPAIRS. Lessee accepts the Site in its "AS IS" condition, except as expressly set forth herein. Lessee will at all times keep the Site in good condition consistent with the condition of the Site on the Effective Date and make all repairs during the term of the Agreement necessary to maintain the Site in good condition.
11. INDEMNIFICATION OF LESSOR. Lessee shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Lessee on or in connection with the leased property; and further agrees to indemnify, defend, and save harmless the Lessor, its officers, agents, employees, and volunteers from and against all claims, suits or action, damages, costs, losses and

expenses in any manner resulting from, arising out of, or connected with any such injury. Lessor shall be responsible for the negligent and wrongful acts of its officers, agents, employees and invitees. Provided however, consistent with its status as a public body, Lessor enjoys certain privileges and immunities under the Oregon State Constitution, Article XI, and Oregon Revised Statutes 30.260 through 30.300, the Oregon Tort Claims Act, and thus its liability exposure is restricted.

12. **PARTIAL TAKING.** If a portion of the Site is condemned and Section B.13 TOTAL TAKING does not apply, the Agreement shall continue on the following terms:

12.1 Lessor shall be entitled to all of the proceeds of condemnation of the Property and Lessee shall have no claim against Lessor as a result of the condemnation; however, Lessee shall retain the right to the portion of the condemnation proceeds attributed to Lessee's Improvements on the Property, including but not limited to the units of Permanent Supportive Housing as defined in Section 5.1.

12.2 If a public agency exercises Partial Taking by condemnation but does not provide separate appraisals for the Site and Improvements, Lessor may require Lessee to procure separate appraisals, at Lessee's expense, to confirm the value of said Site and Improvements.

13. **TOTAL TAKING.** If a condemning authority takes all of the Site or a portion sufficient to render the Site reasonably unsuitable for the use which the Lessee was then making of the Site, the Agreement shall terminate as of the date the title vests in the condemning authority. Lessor shall be entitled to all of the proceeds of condemnation, and the Lessee shall have no claim against Lessor as a result of the condemnation; however, the Lessee shall retain the right to the portion of the condemnation proceeds attributed to Lessee's Improvements on the Property, including but not limited to the units of permanent supportive housing as defined in Section 5.1.

13.3 If a public agency exercises Total Taking by condemnation but does not provide separate appraisals for the Site and Improvements, Lessor may require Lessee to procure separate appraisals, at Lessee's expense, to confirm the value of said Site and Improvements.

14. **SALE IN LIEU OF CONDEMNATION - DEDICATION TO THE PUBLIC.** Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purpose of this Section B.14 as a taking by condemnation. Dedication to the public, sale, or transfer of all or a portion of the Property of Lessor to the State of Oregon, its political subdivisions or United States of America, shall be treated as a Total Taking or Partial Taking, as applicable.

15. LIENS.

15.1 Except with respect to activities for which the Lessor is responsible, the Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Site and shall keep the Property free from any liens.

15.2 Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Lessor's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or a sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under a lien.

15.3 If Lessee fails to pay any such claims or to discharge any lien, or bond over any such lien, within thirty (30) days after written notice of such lien, Lessee shall remedy any lien. If Lessee fails to remedy any liens, Lessee will be in default and such default may be remedied or exercised in accordance to Section B.19.

16. INSURANCE.

16.1 It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.

16.2 Lessee will be required to carry fire and casualty insurance on Lessee's personal property on the Site. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy.

16.3 Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.

16.4 Lessor is self-insured under ORS 30.282 and has established a self-insurance fund for liability arising out of any tort claim or property damage against any of its programs, officers, agents, employees and volunteers acting within the scope of their employment. This coverage is applicable under any Deschutes County agreement. A certificate of insurance will be provided upon request.

16.5 Lessee shall carry commercial general liability insurance, with a combined single limit of not less than \$1,000,000 for each occurrence, with an annual aggregate limit of \$2,000,000. The policy shall include an additional insured endorsement, naming Deschutes County, its officers, agents, employees, and volunteers as additional insureds. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, or reduction of limits of the insurance coverage during the term of this Lease. Lessee can meet the requirements of this section through a state-approved, self-insurance program so long as the program provides adequate levels of coverage to comply with this agreement.

16.5.1 Claims Made Policies/Tail Coverage: If any of the required insurance policies is on a "claims made" basis, the Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of this continuous "claims made" coverage is on or before the effective date of this Lease, for a minimum of twenty-four (24) months following the end of the lease agreement. Notwithstanding the foregoing twenty-four (24) month requirement, if Lessee elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Lessee may request and be granted approval of the maximum "tail" coverage period reasonably available in the marketplace. If approval is granted, the Lessee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace. Claims Made Policy (completed by County Risk Management)

☐ Approved ☐ Not Approved

16.6 Lessee shall furnish a current Certificate of Insurance to Lessor. The Certificate shall state the deductible or, if applicable, the self-insured retention level. Lessee shall be responsible for any deductible or self-insured retention. Lessee 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.

17. ASSIGNMENT AND SUBLEASE. Except as specifically permitted by this Agreement, Lessee will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, or by operation of law) all or any part of Lessee's interest in this Agreement and/or in the Site (collectively, "Transfer") without Lessor's prior written consent. Notwithstanding anything to the contrary set forth in this Agreement, Lessee shall have the right to assign or transfer its interest in this Agreement to any affiliate of Lessee or subsidiary of Lessee's ultimate parent, without Lessor's consent, but with prior written notice to Lessor. Upon any approved Transfer, (a) the terms and conditions of this Agreement will in no way be deemed to have been waived or modified, (b) consent will not be deemed consent to any further Transfer, (c) the acceptance of Rent by Lessor from any other person will not be deemed to be a waiver by Lessor of any provision of this Agreement, and (d) no Transfer relating to this Agreement, whether with or without Lessor's consent, will modify, relieve, or eliminate any liability or obligations Lessee or any guarantor of this Agreement may have under this Agreement. Any unauthorized Transfer which does not comply with this Agreement will be void and will constitute a breach of this Agreement. Notwithstanding any other provision of this section, Lessee shall be permitted to enter into both short-term and long-term rental agreements or leases with "tenants" as defined by ORS Chapter 90, and to permit individuals and entities to use the improvements consistent with the operation of permanent supportive housing and as further limited in Section 5.1 and 5.1.1.

17.1 The Site will only be utilized for Permanent Supportive Housing as defined by OAR 813-138-0005(8), and shall combine leased units with rental assistance and comprehensive tenant support services for persons experiencing chronic homelessness, as defined by the project's continuum of care, and serving housing earning at or below sixty percent (60%) Deschutes County Area Median Income, so that they may live independently.

17.1.1 Lessee may reserve no more than Ten percent (10%) of PSH Units for missional and/or peer support occupancy that are not restricted to the rate requirements as described in Section 17.1.

18. DEFAULT. Each of the following will constitute an "Event of Default" and a breach of this Agreement:

18.1 Failure of Lessee to pay taxes or assessments as applicable, utilities, or any other charge if Lessor is notified of any such amounts related to the Site or Lessee's operations specific to the Site, said amounts must be paid by Lessee within ten (10) business days after written notice from Lessor.

18.2 Failure of Lessee to perform or comply with any term, condition, and/or covenant or fulfill any obligation of the Agreement (other than the payment of rent or other charge, cost, and/or expense) within thirty (30) days after written notice is received by Lessee from Lessor specifying the nature of the default with reasonable particularity. If the failure is in such a nature that it cannot be completely remedied within the thirty (30) day period, the failure will not be a default if Lessee begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

18.3 Attachment, execution, levy, and/or other seizure by legal process of any right or interest of Lessee under this Agreement if not released within thirty (30) days.

18.4 Lessee becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

19. REMEDIES ON DEFAULT.

19.1 Upon the happening of an Event of Default, the Agreement may be terminated at the option of the Lessor or Lessee by notice in writing to Lessee or

Lessor. The notice may be given at any time after any grace period for default given under Section B.18. All of Lessee's rights in relation to the Site and in all improvements on the Site will terminate as of the date of termination and/or expiration. Promptly after such notice, unless agreed upon by the Parties in writing, Lessee will surrender and vacate the Site and all improvements in broom clean and in good condition. Lessor may reenter and take possession of the Property and of all improvements and eject some or all parties in possession except any sub-lessee qualifying under any non-disturbance agreement by Lessor and any Program tenant who is occupying a portion of the Property. Lessor and Lessee will have all rights and remedies available to Lessor and Lessee under this Agreement, at law, and in equity. Termination under this Section will not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee. Termination under this Section will not relieve Lessor from the payment of any sum then due to Lessee or from any claim for damages previously accrued or then accruing against Lessor.

19.2 In the event Lessor terminates this Lease, the Lessor, or those having the Lessor's estate in the Property, lawfully at its option, may enter into and upon said demised Property and every part thereof, and repossess the same of Lessor's former estate, and expel said Lessee and those claiming by and through or under Lessee other than Program tenants, and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. If Lessor terminates the Agreement, Lessor will be entitled to recover immediately, the reasonable costs of reentry and reletting including, without limitation, the cost of any clean-up, refurbishing, removal of Lessee's property and fixtures, and/or any other expense occasioned by Lessee's failure to quit the Property upon termination and to leave the Property in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs.

19.3 The foregoing remedies shall be in addition to, and shall not exclude, any other remedy available to Lessor under applicable law.

20. TERMINATION AND SURRENDER.

20.1 Upon expiration, abandonment, termination, revocation or cancellation of this Agreement, the Lessee shall surrender the Site to Lessor, including all improvements made to Site by Lessee. Nothing in this Agreement shall be construed as to relieve Lessee of Lessee's affirmative obligation to surrender said Site in satisfactory condition which complies with all Legal Requirements. Under no circumstance is Lessor responsible to compensate Lessee for any and all improvements made to the Site during the initial or subsequent terms of the Agreement. Lessee's obligation to observe and perform this covenant shall survive the expiration or the termination of the Agreement.

20.2 Termination on Default. In the event of a default, the Agreement may be terminated at the option of the non-defaulting Party by notice in writing to the

other(s). Except as otherwise stated in this Agreement, the non-defaulting Party(s) shall be entitled to any remedies available to that Party under applicable law.

21. PERSONAL PROPERTY.

21.1 All personal property placed upon the leased Property during the term of this Agreement by Lessee shall remain the property of Lessee except as otherwise provided herein.

21.2 Unless agreed upon in writing by the Parties, upon abandonment, expiration, termination, revocation, or cancellation of this Agreement, Lessee shall remove from the Site all personal property of Lessee on or prior to the date of such termination. All site improvements shall remain on the property as outlined in Section 20. If Lessee fails to remove all or part of such personal property on the expiration or termination of this Agreement, then all such personal property shall become the property of Lessor.

22. NOTICES. Any notice by Lessee to Lessor or Lessor to Lessee must be mailed first class by the United States Postal Service (USPS), postage prepaid, addressed to the other at the address given below or at such other address as either may designate by written notice. Notice shall be deemed effective three (3) calendar days following posting at a USPS location as herein described.

LESSOR:
Deschutes County
Attention: Property Manager
P.O. Box 6005
Bend, Oregon 97708-6005
Physical: 14 NW Kearney
Bend, OR 97703
541-385-1414 Office
541-317-3168 Fax
Kristie.Bollinger@deschutes.org

LESSEE:
Mountain View Community Development
Attn: Director of Operations
1475 SW 35th Street
Redmond, Oregon 97756
541-527-0028 Office
John@mvcdredmond.org

23. NONWAIVER. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

24. PARTNERSHIP. Lessor is not by virtue of this Agreement a partner or joint venture with Lessee in connection with activities carried on under this Agreement and shall have no obligation with respect to Lessee's debts or any other liabilities of each and every nature.

25. LESSEE NOT AN AGENT OF LESSOR. It is agreed by and between the Parties that Lessee is not carrying out a function on behalf of the Lessor, and that Lessor does not have the right of direction or control of Lessee's operation under this Agreement or to exercise any control over the activities of Lessee.

26. LAND USE PERMIT. This Agreement does not constitute a land use permit, nor does acceptance of this Agreement by Lessor constitute approval of any legislative or quasi-judicial action required as a condition precedent to use of the land for the intended purpose.
27. LESSOR'S RIGHT TO CURE DEFAULTS. If Lessee fails to perform any obligations under this Agreement, Lessor shall have the option, but not the obligation, to do so after thirty (30) days' written notice to the Lessee. All of Lessor's actual and reasonable expenditures to correct the default shall be reimbursed by Lessee on demand with interest at the rate of nine percent (9%) per annum from the date of expenditure by Lessor. In the event that Lessee, upon using Lessee's best efforts, is unable to obtain all required land use permits, Lessee may terminate this Agreement upon written notice to Lessor. Lessee shall remain liable to Lessor following termination for all unpaid lease payments, charges and damages due prior to termination and any damages, expenses, costs or losses suffered by Lessor due to Lessee's termination of this Agreement.
28. NON-DISCRIMINATION: No person shall be subject to discrimination in the receipt of any services or benefits made possible by, or resulting from this Agreement on the grounds of sex, race, color, religion, creed, marital status, age, national origin, or disability. Any violation of this provision may be considered a material breach of this Agreement and grounds for termination by Lessor.
29. LITIGATION FEES AND EXPENSES. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
30. TIME IS OF THE ESSENCE. Time is of the essence of each and every provision of this Agreement.
31. SEVERABILITY. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be void, invalid or unenforceable, 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 void, invalid or unenforceable.
32. AUTHORITY. Lessee covenants that it possesses the legal authority to bind its principals to the terms, provisions and obligations contained within this Agreement. If it is determined that Lessor does not have authority to enter into this Agreement, Lessor may terminate this Agreement by providing written notice to Lessee.

33. MEDIATION and ARBITRATION.

33.1 Mediation. Before any party to this Agreement initiates Arbitration and/or litigation in Circuit Court, the parties must first attempt non-binding mediation. The parties shall split the cost of the mediator. If the parties are unable to agree on selection of the mediator, then the Director at Central Oregon Mediation shall choose. The mediation shall last no more than four (4) hours in duration.

33.2 Disputes for Arbitration. If any dispute arises between the Parties and the dispute cannot be resolved, the Parties shall submit the same to binding arbitration. If the Parties are unable to agree upon an arbitrator, then either party may apply to the presiding judge of Deschutes County to appoint the required arbitrator.

33.3 Procedure for Arbitration. The arbitration shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrator shall have the effect therein provided. The arbitration shall take place in Deschutes County. Common costs of the arbitration shall be shared equally by the Parties, but each Party shall pay its own attorney fees incurred in connection with the arbitration.

34. ENTIRE AGREEMENT. This Agreement and attached Exhibits, if any, constitute the entire agreement between the Parties concerning the subject matter of the Agreement and supersede any and all prior or contemporaneous negotiations and/or agreements between the Parties, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be modified or amended except by a writing signed by all Parties to this Agreement.

35. LESSOR DEFAULT. No act or omission of Lessor will be considered a default under this Agreement until Lessor has received thirty (30) days' prior written notice from Lessee specifying the nature of the default with reasonable particularity. Commencing from Lessor's receipt of such default notice, Lessor will have thirty (30) days to cure or remedy the default before Lessor will be deemed in default of this Agreement; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the twenty-day cure period, there will not be a default by Lessor under this Agreement if Lessor begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

36. INTERPRETATION. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

37. SEVERABILITY/SURVIVAL. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination or expiration of this Agreement for any cause.

38. LEASEHOLD MORTGAGES. Lessee has the right to mortgage or grant a security interest in Lessee's interest in this Lease, the Site, and the Improvements under one or more leasehold mortgages to one or more Lending Institutions (as defined in Section 38.1 below), and to assign this Lease as collateral security for those leasehold mortgages, on the condition that all rights acquired under the leasehold mortgages are subject to every covenant, condition, and restriction set forth in this Lease, and to all rights and interests of Lessor, none of which covenants, conditions, restrictions, rights, or interests is or may be waived by Lessor by reason of the right given to mortgage or grant a security interest in Lessee's interest in this Lease and the Site and the Improvements, except as expressly provided otherwise. Without limiting the foregoing, at all times the Site must be used for PSH as defined by Section 5.1.

38.1 NOTICE. Prior to Lessee entering into a leasehold mortgage, Lessee is required to notify the Lessor of its intent and provide associated documentation for Lessor's review.

38.2 DEFINED TERMS. Any mortgage, deed of trust, financing statement, security agreement, or other financing instrument granted by Lessee pursuant to this Section 38 is referred to as a "Permitted Leasehold Mortgage," and the holder of or secured party under a Permitted Leasehold Mortgage is referred to as a "Permitted Leasehold Mortgagee." The Permitted Leasehold Mortgage that is prior in lien or interest among those in effect is referred to as the "First Leasehold Mortgage," and the holder of or secured party under the First Leasehold Mortgage is referred to as the "First Leasehold Mortgagee." For the purposes of any rights created under this Section, any so-called wraparound lender will be considered a First Leasehold Mortgagee. If a First Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien or interest among those in effect are both held by the same Permitted Leasehold Mortgagee, the two Permitted Leasehold Mortgages are collectively referred to as the First Leasehold Mortgage. The term "Lending Institution" means any commercial, national, or savings bank, savings and loan association, trust company, pension trust, foundation, or insurance company, and any other entity, person, corporation, partnership, or otherwise making a loan on the security of Lessee's interest in this Lease or any portion of the Site or the Improvements.

38.3 Lender Protections. If a Permitted Leasehold Mortgagee sends to Lessor a true copy of its Permitted Leasehold Mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee, then as long as the Permitted Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to Lessor, the following provisions will apply (in respect of the Permitted Leasehold Mortgage and of any

other Permitted Leasehold Mortgages):

(a) This Lease may not be (i) amended, modified, terminated or canceled by reason of the exercise of any option or election by Lessee, unless such amendment, modification, termination, or cancellation by Lessee is assented to in writing by the Permitted Leasehold Mortgagee. Any such attempted amendment, modification, termination, or cancellation by Lessee without the Permitted Leasehold Mortgagee's assent is void. Furthermore, no mergers will result from the acquisition by, or devolution upon, any one entity of the fee and the leasehold estates in the Site or the Improvements.

(b) Upon serving Lessee with any notice under this Lease, whether of default or any other matter, Lessor will simultaneously serve a copy of the notice on the Permitted Leasehold Mortgagee, and no notice to Lessee will be deemed given unless a copy is so served on the Permitted Leasehold Mortgagee in the manner provided in this Lease for giving notices.

(c) In the event of any default by Lessee under this Lease, each Permitted Leasehold Mortgagee has the same period as Lessee has, plus 30 days, after service of notice on it of the default, to remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of, and Lessor must accept that performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by Lessee.

(d) If Lessor elects to terminate this Lease because of any default of Lessee, the Permitted Leasehold Mortgagee will have, in addition to the rights granted under the preceding section, the right to postpone and extend the specified date for the termination of this Lease as fixed by Lessor in its notice of termination, for a period of 12 months, as long as the Permitted Leasehold Mortgagee (i) cures or causes to be cured any then-existing defaults as defined in Section 18, and (ii) forthwith takes steps to acquire or sell Lessee's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise and prosecutes the same to completion with reasonable diligence and continuity. If, at the end of the 12-month period, the Permitted Leasehold Mortgagee is actively engaged in steps to acquire or sell Lessee's interest, the time of the Permitted Leasehold Mortgagee to comply with the provisions of this section will be extended for a period that is reasonably necessary to complete those steps with reasonable diligence and continuity.

(e) Lessor agrees that if this Lease is terminated by reason of any default by Lessee, Lessor will enter into a new lease for the Site and the Improvements with the holder of the then First Leasehold Mortgage ("Holder") on this Lease, or with its nominee or designee, for the remainder

of the term of this Agreement, effective as of the date of the termination, and on the other terms and provisions as herein contained and subject only to the same as this Lease was subject on the date of the execution hereof, and to the rights, if any, of any parties then in possession of the Site or any portion thereof, provided as follows: (i) The Holder will request the new lease within 30 days after the date of termination of the Lease; (ii) the Holder will pay to Lessor at the time of execution and delivery of the new lease all sums as to which the First Leasehold Mortgagee will have been provided with prior notice and which would at the time of execution and delivery thereof be due under this Lease had it not terminated, together with any expenses, including reasonable attorney fees, to which Lessor will have been subjected by reason of the default; (iii) Lessor will not warrant possession of the Site to the Lessee under the new lease; (iv) the new lease will be expressly made subject to the rights, if any, of Lessee under this terminated Lease; (v) Lessee under the new lease will have the same right, and leasehold interest in and to the Site as Lessee had under this Lease (except as otherwise provided herein); and (vi) the Holder will not be obligated to perform any obligations of Lessee hereunder until the Holder actually acquires possession of the Site. (vii) If Lessee fails to vacate upon termination, Lessor or Holder has the right to remove Lessee, as provided by Oregon Revised Statute (ORS) 105.100 - 105.168.

(f) Nothing herein contained will require any holder of a Permitted Leasehold Mortgage or its nominee or designee to cure any default of Lessee arising out of its bankruptcy, insolvency, reorganization, or other proceeding under the bankruptcy or insolvency laws of the United States or the State of Oregon or otherwise.

(g) Lessor agrees to amend this Lease from time to time to the extent reasonably requested by a Lending Institution proposing to make Lessee a loan secured by a Permitted Leasehold Mortgage, as long as such proposed amendments do not materially and adversely affect the rights, obligations, or liabilities of Lessor or Lessor's interest in the Site or the Improvements. All reasonable expenses Lessor incurs in connection with any such amendment will be paid by Lessee.

(h) Lessor agrees that the name of the Permitted Leasehold Mortgagee may be added to the "loss payable endorsement" of any or all insurance policies required to be carried by Lessee.

- 39 ESTOPPEL CERTIFICATE. Within 15 days after a request is made by a party, the other party will, without charge, give a certification in writing to any person, firm, or corporation reasonably specified by the requesting party stating (a) that this Lease is then in full force and effect and unmodified, or if modified, stating the modifications; (b) that Lessee is not in default to Lessor, or if in default, stating the default; (c) that as far as the maker of the certificate knows, neither party is in default in performing or observing any other covenant or condition to be performed or observed under this

Lease, or if either party is in default, stating the default; (d) that as far as the maker (if Lessor) of the certificate knows, no event has occurred that authorized, or with the lapse of time will authorize, Lessee to terminate this Lease, or if such an event has occurred, stating the event; (e) that as far as the maker of the certificate knows, neither party has any offsets, counterclaims, or defenses, or, if so, stating them; (f) the dates to which Resident's Rent has been paid; and (g) any other matters that may be reasonably requested by the requesting party.

- 40 Right of First Opportunity and Right of First Refusal. Lessor, including for purposes of this section only the individual members thereof, agree not to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Site, or any part of, or interest in, the Site without first offering the Site to Lessee on the terms and conditions set forth in this section. As used in this Section, the term "sell" includes a ground lease with primary and renewal terms of more than 5 years in the aggregate. The prohibition contained in this Section shall not include transfers of interests between family members or transfers by the individual members to a trust adopted for estate planning purposes.

40.1 Right of First Opportunity. If Lessor elects to sell the Site, Lessor shall deliver to Lessee a notice of first opportunity to purchase the Site (the "Notice"). The Notice shall include Lessor's sale price and the proposed date for closing, and the notice may be in the form of a proposed sale agreement for Lessee's signature. Lessee may exercise the right of first opportunity by delivering notice of acceptance to Lessor, or if Lessor has provided by a proposed sale agreement, then only by signing the proposed sale agreement and delivering the same to Lessor. Under no circumstance will Lessee be required to complete the purchase of the Site within less than one hundred and twenty (120) days after delivery of Lessor's notice or proposed sale agreement as described above. If Lessee gives notice of intent to purchase or signs the proposed sale agreement and then due to no fault of the Lessor, fails to close within the time required, then all of Lessee's rights under this Section 40 shall terminate.

40.2 Right of First Refusal. If Lessor receives from a third party (the "Third Party Offeror") a bona fide offer to purchase the Site, Lessor shall deliver to Lessee written notice (also the "Notice") of the offer and shall provide to Lessee the terms of the offer (the "Offer").

(1) Lessee shall have the prior and preferential right to purchase the Site on the same terms and conditions as are contained in the Offer. Lessee may, within the fifteen (15) day period after delivery of the Notice and Offer, exercise the right to purchase the Site by delivering to Lessor a signed real estate purchase agreement containing the same terms as contained in the Offer, except that if the Offer requires the payment of earnest money then Lessee shall have not less than fifteen days from the date of Lessee delivers its real estate purchase agreement to deposit the earnest money, and Lessee shall not be required to complete the purchase of the Site sooner than one hundred and twenty (120) days after receipt of the Notice and the Offer.

(2) If Lessee delivers a signed real estate purchase agreement and Lessor signs the same, but Lessee fails to deposit the earnest money within the fifteen (15) day period, or if due to no fault of the Lessor, Lessee fails to complete the purchase of the Site within the time described in Lessee's real estate purchase agreement, then the real estate purchase agreement shall terminate and Lessee shall not have any further option or right to purchase the Site under this Section 40. Further, if Lessee fails to perform under the terms of this Section 40.2 (2) Lessor shall be entitled to a sum equal to Fifty (50%) percent of the earnest money within Twenty Four (24) hours after termination.

(3) If Lessee does not elect to purchase the Site pursuant to the terms stated in the Notice and the Offer, then Lessor may accept the subject Offer and pclose the transaction at Lessor's discretion.

40.3 The term of the foregoing Right of First Opportunity and Right of First Refusal commences as of the date of this Lease and terminates on the earlier to occur of (1) the termination of this Lease, (2) consummation of a sale of the Site to a third party pursuant to the terms of this Section 40, or as otherwise stated in this Section 40. Lessee shall cooperate in providing Lessor with any instrument that Lessor reasonably may require for the purposes of removing from the public record any cloud on title to the Site attributable to in any manner to the grant or existence of this right of first refusal.

41 MEMORANDUM OF LEASE. The parties record a memorandum of this Lease and the foregoing Right of First Opportunity and Right of First Refusal in the official records of Deschutes County.

[SIGNATURE PAGES FOLLOW]

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

LESSOR:

DATED this _____ day of _____, 2025 BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DEBONE, Chair

PATTI ADAIR, Vice-Chair

Recording Secretary PHIL CHANG, Commissioner

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared, ANTHONY DEBONE, PATTI ADAIR, and PHIL CHANG the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this _____ day of _____, 2025

Notary Public for Oregon
My Commission Expires: _____

[SIGNATURE PAGE FOLLOWS]

LESSEE:

DATED this _____ day of _____, 2025 MOUNTAIN VIEW COMMUNITY
DEVELOPMENT, an Oregon nonprofit public
benefit corporation

RICHARD RUSSELL, Executive Director

STATE OF OREGON)
) ss.
County of Deschutes)

Before me, a Notary Public, personally appeared RICHARD RUSSELL, the Executive Director of Mountain View Community Development, an Oregon nonprofit public benefit corporation and acknowledged the foregoing instrument on behalf of Mountain View Community Development, an Oregon nonprofit public benefit corporation.

DATED this _____ day of _____, 2025

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

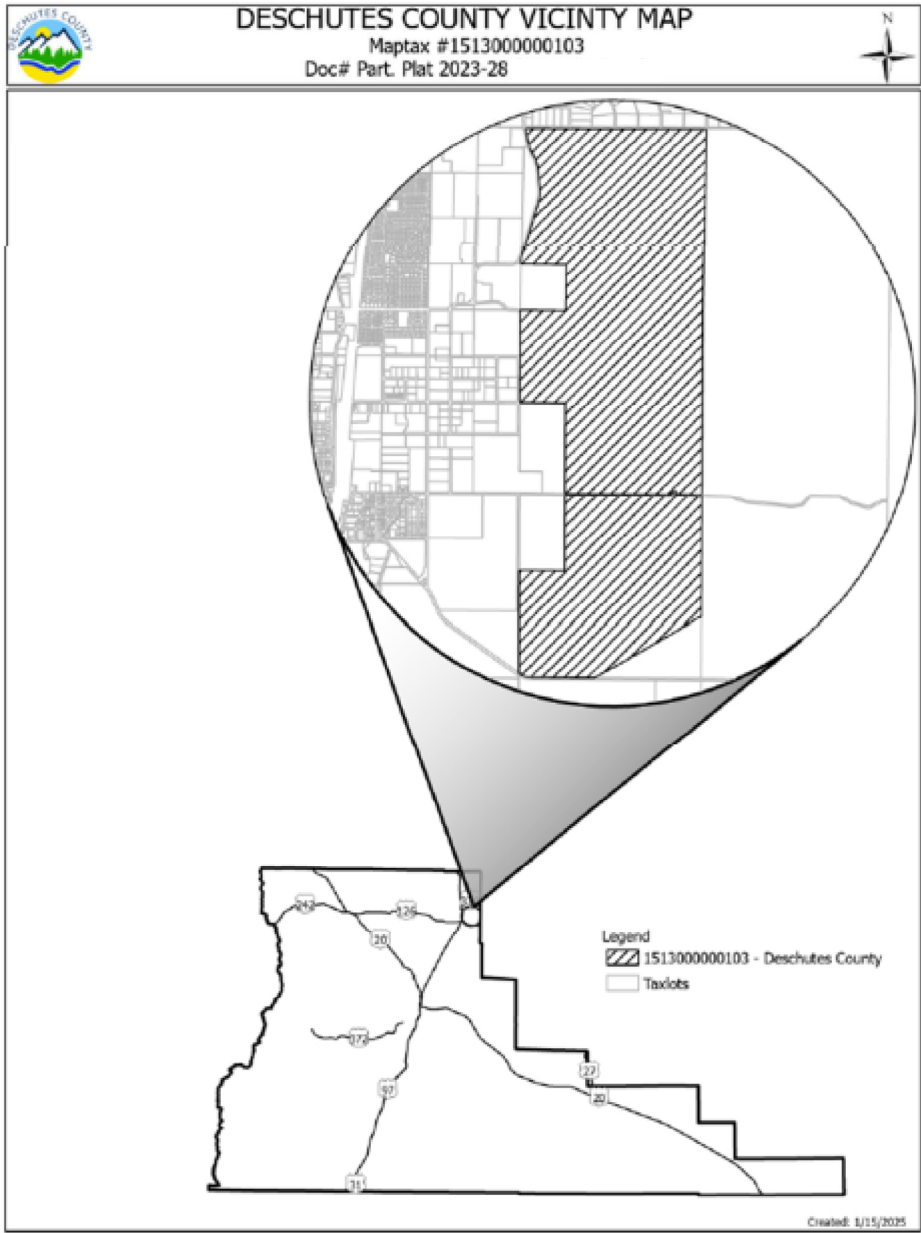


EXHIBIT B1

A portion of Parcel 2 of Partition Plat 2022-17, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the Southwest corner of said Section 14; Thence along the West line of said Section 14 North $0^{\circ}25'21''$ West 164.84 feet to a $\frac{5}{8}$ " iron rod with a yellow plastic cap marked "HWA" at the Southeast corner of Parcel 3 of Partition Plat 2009-21 and the West line of said Parcel 2 of Partition Plat 2022-17; Thence North $11^{\circ}29'19''$ East 193.80 feet to the **TRUE POINT OF BEGINNING**; Thence parallel with and 40 feet Easterly of said West line of Section 14 North $0^{\circ}25'21''$ West 460.84 feet; Thence North $89^{\circ}34'39''$ East 920.00 feet; Thence on a nontangential curve to the left with a radius of 410.00 feet, a length of 305.68 feet, a central angle of $42^{\circ}43'01''$, and a chord that bears South $21^{\circ}46'52''$ East 298.65 feet; Thence South $58^{\circ}12'47''$ West 276.79 feet; Thence South $89^{\circ}34'39''$ West 344.16 feet; Thence South $44^{\circ}34'39''$ West 54.68 feet; Thence South $89^{\circ}34'49''$ West 409.60 feet to the **TRUE POINT OF BEGINNING**.

The Basis of Bearings is North $0^{\circ}25'21''$ West along the West line of Section 14.

The above described land contains 9.48 acres, more or less.

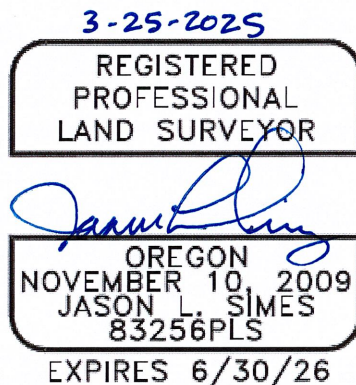
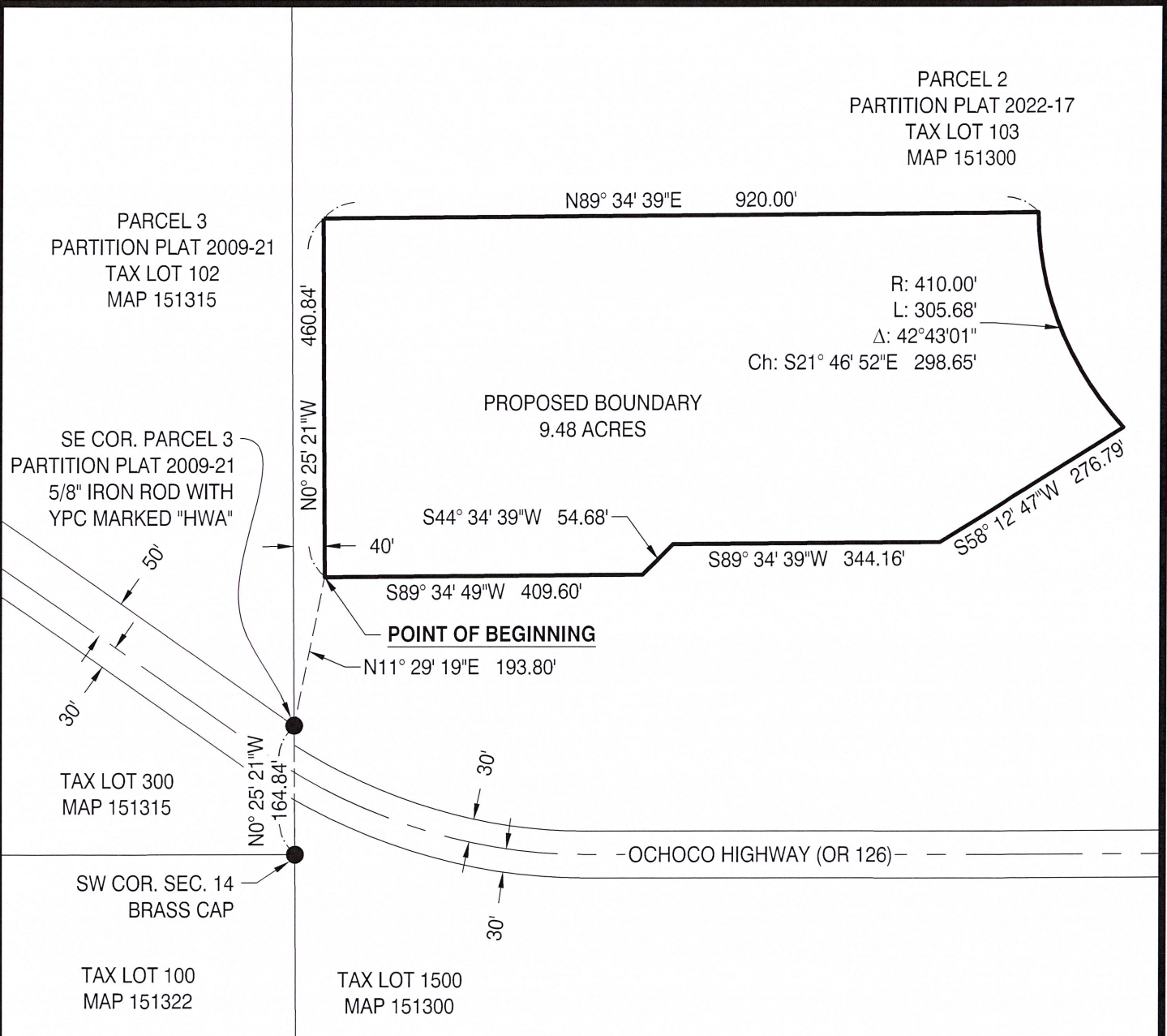


EXHIBIT B2

A PORTION OF PARCEL 2, PARTITION PLAT 2022-17,
LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF
SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF REDMOND, DESCHUTES COUNTY, OREGON.



H.A. McCOY
ENGINEERING & SURVEYING LLC

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

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



3-25-2025

REGISTERED
PROFESSIONAL
LAND SURVEYOR

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

EXPIRES 6/30/26

PROJECT: EAST REDMOND MASTER PLAN

DRAWN BY: JJW DATE: 03/25/2025 PAGE 1 OF 1 PROJECT#: 22-170

EXHIBIT C1

A portion of Parcel 2 of Partition Plat 2022-17, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

Commencing at a brass cap at the Southwest corner of said Section 14; Thence along the West line of said Section 14 North $0^{\circ}25'21''$ West 164.84 feet to a $\frac{5}{8}$ " iron rod with a yellow plastic cap marked "HWA" at the Southeast corner of Parcel 3 of Partition Plat 2009-21 and the West line of said Parcel 2 of Partition Plat 2022-17; Thence North $3^{\circ}05'47''$ East 651.70 feet to the **TRUE POINT OF BEGINNING**; Thence parallel with and 40 feet Easterly of said West line of Section 14 North $0^{\circ}25'21''$ West 50.00 feet; Thence North $89^{\circ}34'39''$ East 920.00 feet; Thence South $0^{\circ}25'21''$ East 50.00 feet; Thence South $89^{\circ}34'39''$ West 920.00 feet to the **TRUE POINT OF BEGINNING**.

The Basis of Bearings is North $0^{\circ}25'21''$ West along the West line of Section 14.

The above described land contains 1.06 acres, more or less.

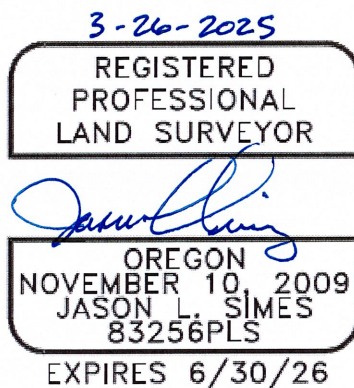
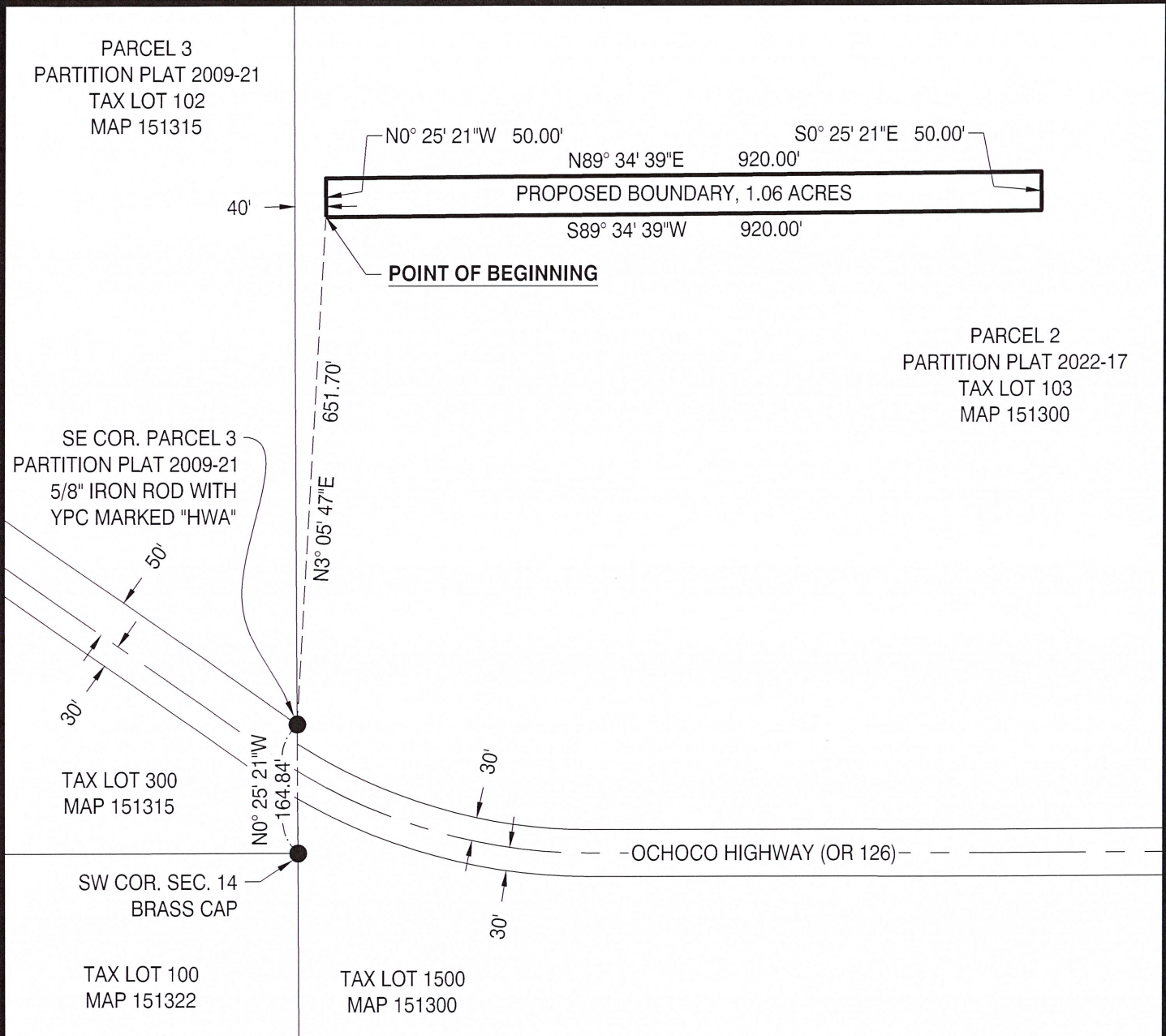


EXHIBIT C2

A PORTION OF PARCEL 2, PARTITION PLAT 2022-17,
LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF
SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
CITY OF REDMOND, DESCHUTES COUNTY, OREGON.



PARCEL 2
PARTITION PLAT 2022-17
TAX LOT 103
MAP 151300

H.A. M^cCOY
ENGINEERING & SURVEYING LLC

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

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3-26-2025

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OREGON
NOVEMBER 10, 2009
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EXPIRES 6/30/26

PROJECT: EAST REDMOND MASTER PLAN

DRAWN BY: JJW DATE: 03/26/2025 PAGE 1 OF 1 PROJECT#: 22-170