



BOARD OF COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS MEETING

9:00 AM, WEDNESDAY, JUNE 26, 2024

Barnes Sawyer Rooms - Deschutes Services Building - 1300 NW Wall Street – Bend
(541) 388-6570 | www.deschutes.org

AGENDA

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

Members of the public may view the meeting in real time via YouTube using this link: <http://bit.ly/3mmlnzy>. **To attend the meeting virtually via Zoom, see below.**

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

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

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

- To join the meeting via Zoom from a computer, use this link: <http://bit.ly/3h3oqD>.
- To join by phone, call 253-215-8782 and enter webinar ID # 899 4635 9970 followed by the passcode 013510.
- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press *9 to indicate you would like to speak and *6 to unmute yourself when you are called on.
- When it is your turn to provide testimony, you will be promoted from an attendee to a panelist. You may experience a brief pause as your meeting status changes. Once you have joined as a panelist, you will be able to turn on your camera, if you would like to.



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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CITIZEN INPUT: Citizen Input may be provided as comment on any topic that is not on the agenda.

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

CONSENT AGENDA

- [1.](#) Acceptance of a grant from Business Oregon for County Fair and Fairground Operation Loss Support
- [2.](#) Approval of Resolution No. 2024-034 to acquire right-of-way for the construction of improvements on Hamehook Road
- [3.](#) Approval of Order No. 2024-023 cancelling uncollectible personal property taxes of \$40,632.83
- [4.](#) Approval of Board signature of Document No. 2024-550, an Oregon Criminal Justice Commission IMPACTS Grant Amendment #6
- [5.](#) Approval of Board Signature of Document No. 2024-573, a Deed of Dedication for ten feet of right-of-way on Bear Creek Road
- [6.](#) Approval of a Revocable License with Capitol Dental Care
7. Consideration of Board Signature on letter reappointing Lee Ferguson for service on the Black Butte Ranch Service District Budget Committee
8. Consideration of Board Signature on letters appointing Jay Hamachek, reappointing Caryl Gibson and thanking Stephen Buckley, for service on the Black Butte Ranch Service District Managing Board
9. Approval of minutes of the BOCC May 1, 8, 13 and 15, 2024 meetings

ACTION ITEMS

- [10.](#) **9:10 AM** Public Hearing and consideration of Order No. 2024-026 adjusting rates for Wilderness Garbage and Recycling, Cascade Disposal, Bend Garbage and Recycling, High Country Disposal and Deschutes Transfer Company

- [11.](#) **9:25 AM** Public Hearing and Order No. 2024-020 regarding the proposed Calande annexation to Rural Fire Protection District #2
- [12.](#) **9:30 AM** Second Reading of Ordinance 2024-002: Redmond Airport Master Plan Update Text Amendment
- [13.](#) **9:35 AM** Deschutes County Ambulance Service Area Committee recommendation to support additional ambulance support for Oregon wildfire incidents
- [14.](#) **9:55 AM** Oregon Department of Environmental Quality Grant Award Acceptance
- [15.](#) **10:20 AM** Consideration of Chair Signature of Document No. 2024-029, a Notice of Intent to Award Contract for Engineering Services for the S Century Dr: Sunriver Corridor Intersections Improvement Project
- [16.](#) **10:30 AM** Consideration of Document No. 2024-436, Amendment No. 1 to Contract for Engineering Services for the NW Lower Bridge Way/NW 43rd Street Intersection Improvement Project

OTHER ITEMS

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

EXECUTIVE SESSION

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

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

17. Executive Session under ORS 192.660 (2) (e) Real Property Negotiations

ADJOURN



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Acceptance of a grant from Business Oregon for County Fair and Fairground Operation Loss Support

RECOMMENDED MOTION:

Move to accept the grant award and authorize the County Administrator to sign Document No. 2024-541, a grant performance agreement with Business Oregon.

BACKGROUND AND POLICY IMPLICATIONS:

In the 2023 legislative session, \$3 million in lottery bond funding was allocated to Business Oregon to provide grants to aid in County Fair revenue loss due to statewide health mandates that affected business during the COVID-19 pandemic. All Oregon Fair Operators were eligible for these grant awards if they encountered a significant loss in their revenue between February 29, 2020, and June 30, 2023. The funding amounts were determined through an equal distribution calculation based off the total amount available divided by the total applicants.

Deschutes County Fair & Expo was selected to receive a funds award in the amount of \$94,112, to be used for rebuilding the Fair & Expo fund balances after revenue loss due to COVID-19.

BUDGET IMPACTS:

\$94,112 in revenue.

ATTENDANCE:

Geoff Hinds, Fair & Expo Center Director

DESCHUTES COUNTY DOCUMENT SUMMARY

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 this form is not included with the document, the document will be returned to the Department.

Please complete all sections above the Official Review line.

Date: 6/4/2024 Department: Fair & Expo Document Number: 2024-541

Type of Document: Grant Agreement (e.g., grant*, IGA, services agreement)

If an amendment, which Document No. is being amended? _____

Starting Date: upon approval Ending Date: 8/5/2024

Contractor/Supplier/Consultant Name: _____ State of Oregon/Oregon Business Development Department

Annual Value or Total Payment: \$94,112.00

Purpose of Document: Business Oregon Operation Loss Support grant acceptance agreement: see January 24, 2024 agenda staff report.

Insurance certificate received (check box and add certificate to document or note N/A)
Insurance expiration date: _____ Risk Mgmt review/date: _____

Contract initiation method:
 RFP, solicitation or bid process
 Informal quotes (<\$150K)
 Exempt from RFP, solicitation or bid process (specify below – see DCC §2.37)

Does this contract or agreement require payment to a vendor? Yes No

If Yes, is the vendor registered in Munis? Yes No

Funding Source: Included in current budget? Yes No

Cost Center/Project String: 6159651

If No, is a budget amendment required? Yes No

Departmental Contact and Title: Geoff Hinds Phone #: 541-548-2711

Department Director Approval: _____
Signature Date 6/5/24

Distribution of Document: Who gets the document after it has been signed?
Elyse.Ballinger@deschutes.org

*if a grant, see signature authority section on next page

Official Review:

County signature required (check one):

- BOCC (more than \$250,000) – BOARD AGENDA Item
- County Administrator (up to \$250,000)
- Department Head/Director (up to \$50,000)

For grants, signature required (check one):

- BOCC (more than \$50,000) – BOARD AGENDA Item
- County Administrator (up to \$50,000 if no match required and no new staff hired)
- Department Director (up to \$10,000 if no match required and no new staff hired)

Legal Review _____ Date _____

STATE OF OREGON
COUNTY FAIRGROUNDS OPERATIONAL SUPPORT
GRANT AGREEMENT

Contract Number: C2024219

Project Name: Deschutes County

This grant agreement (“Contract”) is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and Deschutes County Fair Board (“Recipient”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Contract includes Exhibit A - Project Description.

Pursuant to Oregon Laws 2023, Chapter 546, Sections 9 and 10 (the “Act”), OBDD is authorized to make grants for the operation of county fairs and the maintenance and repair of county fairgrounds.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Grant Amount: \$94,112.

Project Completion Deadline: 30 June 2025.

SECTION 2 - FINANCIAL ASSISTANCE

- A. OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Conditions Precedent. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- C. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates 90 days after the Project Completion Deadline. Activities occurring after that date are the sole responsibility of Recipient.
- D. Unexpended Grant Funds. Any Grant funds that remain after all authorized disbursements or the date this Contract is terminated will be retained by the State of Oregon.
- E. Use of Grant funds. Recipient shall use the Grant funds only for actual, reasonable and necessary Project costs for the activities described in Exhibit A (“Project”). Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project costs.

SECTION 3 - DISBURSEMENT

- A. Full Reimbursement. Upon satisfaction of all conditions precedent, OBDD shall disburse the full Grant to Recipient.

- B. Conditions to Disbursements. OBDD has no obligation to disburse Grant funds unless:
 - (1) OBDD has sufficient funds currently available for this Contract; and OBDD has received appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute a default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) All other conditions precedent under this Contract are met.
 - (4) There is no Event of Default by Recipient.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD as follows:

- A. Organization and Authority.
 - (1) Recipient is a county fair board, validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Contract and incur and perform its obligations under this Contract.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Contract.

SECTION 5 - COVENANTS OF RECIPIENT

A. Project Completion Obligations. Recipient covenants that it shall use grant proceeds only for allowable costs including the operation of county fairs and the maintenance and operation of county fairgrounds.

B. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Contract.

C. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the facilities or infrastructure of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) All federal or state tax laws applicable to Recipient’s implementation of the Project and its use of the Grant or compensation or payments paid with the Grant.
- (2) State procurement laws found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
- (3) State labor standards and prevailing wage rate requirements found in ORS Chapter 279C.
- (4) ORS 280.518 requiring public display of information on Lottery funding of the project. Recipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

“This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.”

These laws and their respective implementing rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

D. Ownership of Project. Assets resulting from the Project will be owned by Recipient for not less than five (5) years following the Project Completion Deadline.

E. Operation and Maintenance of the Project. Recipient shall operate and maintain assets resulting from the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than five (5) years following the Project Completion Deadline. On or before the Project Completion Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.

F. Insurance, Damage. For a period of not less than five (5) years following the Project Completion Deadline, Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.

- G. Sales, Leases and Encumbrances. For a period of not less than five (5) years following the Project Completion Deadline, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient.
- H. Books and Records; Inspections; Information. Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient. Recipient shall permit OBDD and their duly authorized representatives, and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OBDD may reasonably require, including cooperation with OBDD to provide all necessary financial information and records to comply with statutory reporting requirements.
- I. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Financing Availability Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- J. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

K. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This

Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

- L. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.

SECTION 6 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant.
- B. Failure to Perform. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- C. OBDD Default. OBDD fails to perform any obligation required under this Contract and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to OBDD by Recipient. Recipient shall agree in writing to an extension of time if it reasonably determines OBDD instituted and has diligently pursued corrective action.

SECTION 7 - REMEDIES

- A. OBDD Remedies. Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon OBDD’s demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by OBDD, Recipient’s sole remedy will be for disbursement of Grant funds as required and eligible under this Contract, not to exceed the total Grant Amount, less any claims OBDD has against Recipient.

SECTION 8 - TERMINATION

In addition to terminating this Contract upon an Event of Default as provided in Section 7, OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. If OBDD anticipates a shortfall in applicable revenues or OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 9 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system or 2) the recipient’s confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Director, Dechutes County Fair & Expo Center
Dechutes County Fair Board
3800 SW Airport Way
Redmond, OR 97756

D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.

G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

H. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

I. No Third-Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally

available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

J. Survival. The following provisions, including this one, survive expiration or termination of this Contract: Sections 5, 6, 7, 9.B, 9.C, and 9.L.

K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.

L. Public Records. OBDD’s obligations under this Contract are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department

DESCHUTES COUNTY FAIR BOARD

By: _____
Robert Ault, Emergency and Special
Programs Manager

By: _____
David Bishop, Fair Board Chair

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - PROJECT DESCRIPTION

Recipient will use grant funds for the operation of county fairs and the maintenance and repair of county fairgrounds.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Approval of Resolution No. 2024-034 to acquire right-of-way for the construction of improvements on Hamhook Road

RECOMMENDED MOTION:

Move approval of Resolution No. 2024-034.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Road Department is preparing plans and specifications for the Hamhook Road Bridge Replacement project. The project construction plans are complete, and project right-of-way (ROW) needs have been identified. General information notices regarding ROW acquisitions have been mailed to affected adjacent property owners.

Adoption of Resolution No. 2024-034 will memorialize the public necessity for the project and proposed ROW acquisitions, and will authorize Road Department and Legal Department to negotiate with the owners of adjoining properties for the property interests required for the project. All resulting purchase agreements and conveyance instruments will be presented to the Board of County Commissioners for acceptance upon completing negotiations.

BUDGET IMPACTS:

Right of way acquisition costs are included in the Road Capital Fund budget for Fiscal Year 2024. The Road Department will present purchase agreements and conveyance instruments to Board of County Commissioners upon completing negotiations with property owners.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED
LEGAL COUNSEL

06/26/2024 Item #2.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

A Resolution to Acquire Right of Way for
Construction of Road Improvements for
Hamehook Road

*
*
*
*

RESOLUTION NO. 2024-034

WHEREAS, by virtue of the laws of the State of Oregon as set forth and defined in Oregon Revised Statutes, Deschutes County is authorized and empowered to acquire by purchase, agreement, donation or by the exercise of the power of eminent domain, real property, or any right or interest therein, including any easement or right-of-way, for the construction, extension, alteration, widening, straightening or otherwise changing of any roads, highways, bridges or approaches within Deschutes County; and

WHEREAS, for the purpose of constructing improvements to Hamehook Road, it is necessary to acquire additional right-of-way as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein by reference; now, therefore,

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

Section 1. The Board hereby finds and declares that certain interests in, or fee simple title to, certain parcels of real property, as described in Exhibit "A" and depicted in Exhibit "B", is needed and required for the construction, improvement and betterment of the Deschutes County road system, particularly constructing improvements to Hamehook Road.

Section 2. That the specified section of highway and the highway facilities for which said parcels of real property are proposed to be acquired will be planned, designed, located and constructed in a manner which will be most compatible with the greatest public good and the least private injury.

Section 3. That Deschutes County Road Department and the Deschutes County Legal Department are hereby authorized to negotiate with the owners of the subject parcels for the acquisition by County of all right, title and interest in and to said parcels, free and clear from any liens or encumbrances and subject to final approval by the Board of County Commissioners of any proposed acquisition.

Section 4. This resolution shall take effect immediately upon passage.

Dated this _____ day of _____, 20____. BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ATTEST:

ANTHONY DEBONE, Vice Chair

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT A
RIGHT-OF-WAY DEDICATION

A TRACT OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION NUMBER 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 37.05 FEET TO THE EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES); THENCE CONTINUING ON SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD THE FOLLOWING TWO (2) COURSES: SOUTH 26°27'11" EAST 238.61 FEET TO A POINT OF CURVATURE; THENCE 240.66 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 551.67 FEET, THROUGH A CENTRAL ANGLE OF 24°59'42", AND A CHORD OF SOUTH 13°57'20" EAST 238.76, TO A POINT ON THE CURVE OF THE SAID EAST RIGHT-OF-WAY; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF HAMEHOOK ROAD NORTH 04°16'57" EAST 124.41 FEET TO A POINT OF CURVATURE; THENCE 385.28 FEET ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 410.00 FEET, THROUGH A CENTRAL ANGLE OF 53°50'26", AND A CHORD OF NORTH 22°38'16" WEST 371.26 FEET TO THE POINT OF BEGINNING.

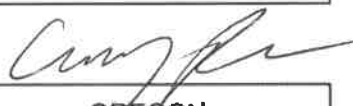
THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 0.50 ACRES (21,818 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THIS DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

**EXHIBIT A
SLOPE EASEMENT**

THREE (3) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-030769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 12.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 12.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO A POINT ON A CURVE HEREIN AFTER REFERRED TO AS "REFERENCE CURVE A", A 229.75 FOOT LENGTH NON-TANGENT CURVE, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26'31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 32°06'22", AND A CHORD OF SOUTH 33°30'18" EAST 226.75 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 2.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 53.18 FEET TO "REFERENCE POINT B" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH AN 11.00 FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 11.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT B" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 16.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 66.18 FEET TO "REFERENCE POINT C" AND THE TERMINUS OF THIS WEST LINE.

TOGETHER WITH A 13.00-FOOT-WIDE STRIP OF LAND, BEING A PORTION OF SAID TRACT 2, THE EAST LINE THEREOF BEING 13.00 FEET EASTERLY AND PARALLEL WITH (WHEN MEASURED AT RIGHT ANGLES TO) THE FOLLOWING DESCRIBED WEST LINE:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT C" LOCATED ON SAID "REFERENCE CURVE A"; THENCE IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 52.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING IN A SOUTHERLY DIRECTION ALONG SAID "REFERENCE CURVE A" 38.13 FEET TO THE TERMINUS OF THIS WEST LINE.

THE ABOVE-DESCRIBED TRACTS OF LAND CONTAINS 1,890 SQUARE FEET MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**



**OREGON
JULY 11, 2023
COREY PACHECO
101863**

EXPIRES: 12-31-2024

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

TWO (2) TRACTS OF LAND BEING A PORTION OF TRACT 2, MINOR PARTITION 78-184, AS DESCRIBED IN STATUTORY SPECIAL WARRANTY DEED 2017-30769, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, DESCHUTES COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2, PARTITION PLAT NUMBER 1999-17, RECORDED AS INSTRUMENT NUMBER 1999-1000017, DESCHUTES COUNTY OFFICIAL RECORDS, LOCATED ON THE EAST RIGHT-OF-WAY LINE (BEING 30.00 FEET FROM CENTER WHEN MEASURED AT RIGHT ANGLES) OF PIONEER LOOP ROAD, BEING MARKED BY A 5/8" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "DEA INC.", WHICH BEARS SOUTH 89°44'49" WEST 1272.06 FEET FROM THE NORTH ONE-SIXTEENTH CORNER OF SAID SECTION 14; THENCE ALONG THE SAID EAST RIGHT-OF-WAY LINE OF PIONEER LOOP ROAD SOUTH 00°04'07" EAST 31.32 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ON SAID RIGHT-OF-WAY LINE SOUTH 54°45'53" WEST 34.35 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT; THENCE LEAVING SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 140.27 FEET, IN WHICH THE RADIUS POINT BEARS SOUTH 40°26'31" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 19°36'09", AND A CHORD OF SOUTH 39°45'25" EAST 139.59 FEET, TO A POINT HEREIN REFERRED TO AS "REFERENCE POINT A"; THENCE NORTH 52°42'21" EAST 93.45 FEET; THENCE NORTH 00°15'11" WEST 102.42 FEET TO THE SOUTH LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTH LINE SOUTH 89°44'49" WEST 135.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED "REFERENCE POINT A"; THENCE SOUTH 26°27'40" EAST 49.98 FEET TO THE BEGINNING OF NON-TANGENT CURVE TO THE RIGHT, AND THE POINT OF BEGINNING; THENCE 126.33 FEET ALONG SAID CURVE TO THE RIGHT, IN WHICH THE RADIUS POINT BEARS SOUTH 67°01'59" WEST 410.00 FEET, THROUGH A CENTRAL ANGLE OF 17°39'15", AND A CHORD OF SOUTH 14°08'24" EAST 125.83 FEET; THENCE NORTH 82°35'26" EAST 40.54 FEET; THENCE NORTH 00°46'11" EAST 143.20 FEET; THENCE NORTH 26°34'40" WEST 25.20 FEET; THENCE SOUTH 51°31'42" WEST 78.66 FEET TO THE POINT OF BEGINNING.

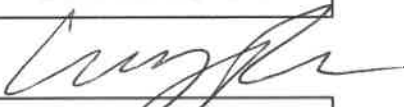
THE ABOVE-DESCRIBED TRACTS OF LAND CONTAIN 0.59 ACRES (25,619 SQUARE FEET) MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

BEARINGS FOR THESE DESCRIPTIONS ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR



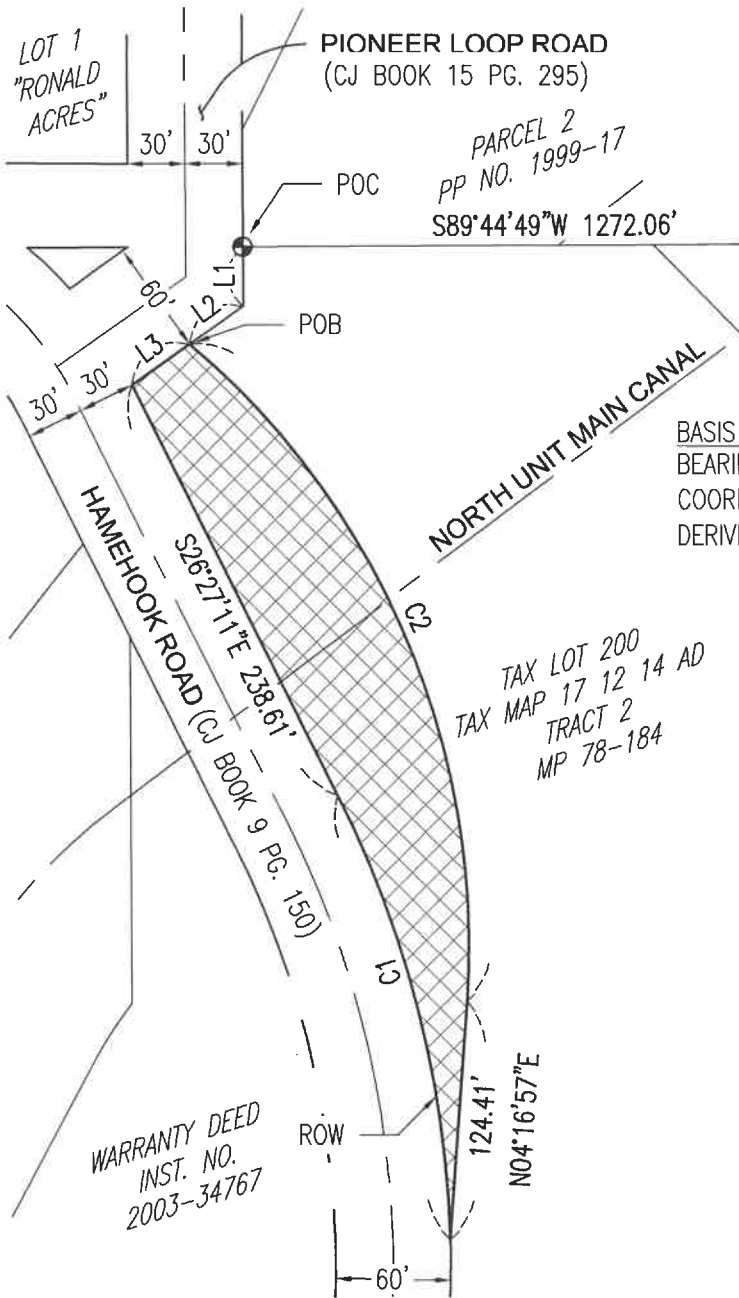
OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT B

RIGHT-OF-WAY DEDICATION EXHIBIT

A TRACT OF LAND LOCATED IN THE SE1/4 OF THE NE1/4 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., CITY OF BEND, DESCHUTES COUNTY, OREGON



0 100
1 INCH = 100 FT.

BASIS OF BEARINGS

BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).

LEGEND



RIGHT-OF-WAY DEDICATION AREA = ± 0.50 ACRES (± 21,818 SF)



5/8" IRON ROD W/ YPC STAMPED "DEA INC."

SF

SQUARE FEET

ROW

RIGHT-OF-WAY

POC

POINT OF COMMENCEMENT

POB

POINT OF BEGINNING

YPC

YELLOW PLASTIC CAP

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	31.32'	S0°04'07"E
L2	34.35'	S54°45'53"W
L3	37.05'	S54°45'53"W

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	240.66'	551.67'	24°59'42"	238.76'	S13°57'20"E
C2	385.28'	410.00'	53°50'26"	371.26'	N22°38'16"W

PREPARED FOR
DESCHUTES COUNTY

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT: B

HAMEHOOK ROAD
RIGHT-OF-WAY DEDICATION EXHIBIT

DRWN: CAP

CHKD: CAP

JOB: 297-2509-010

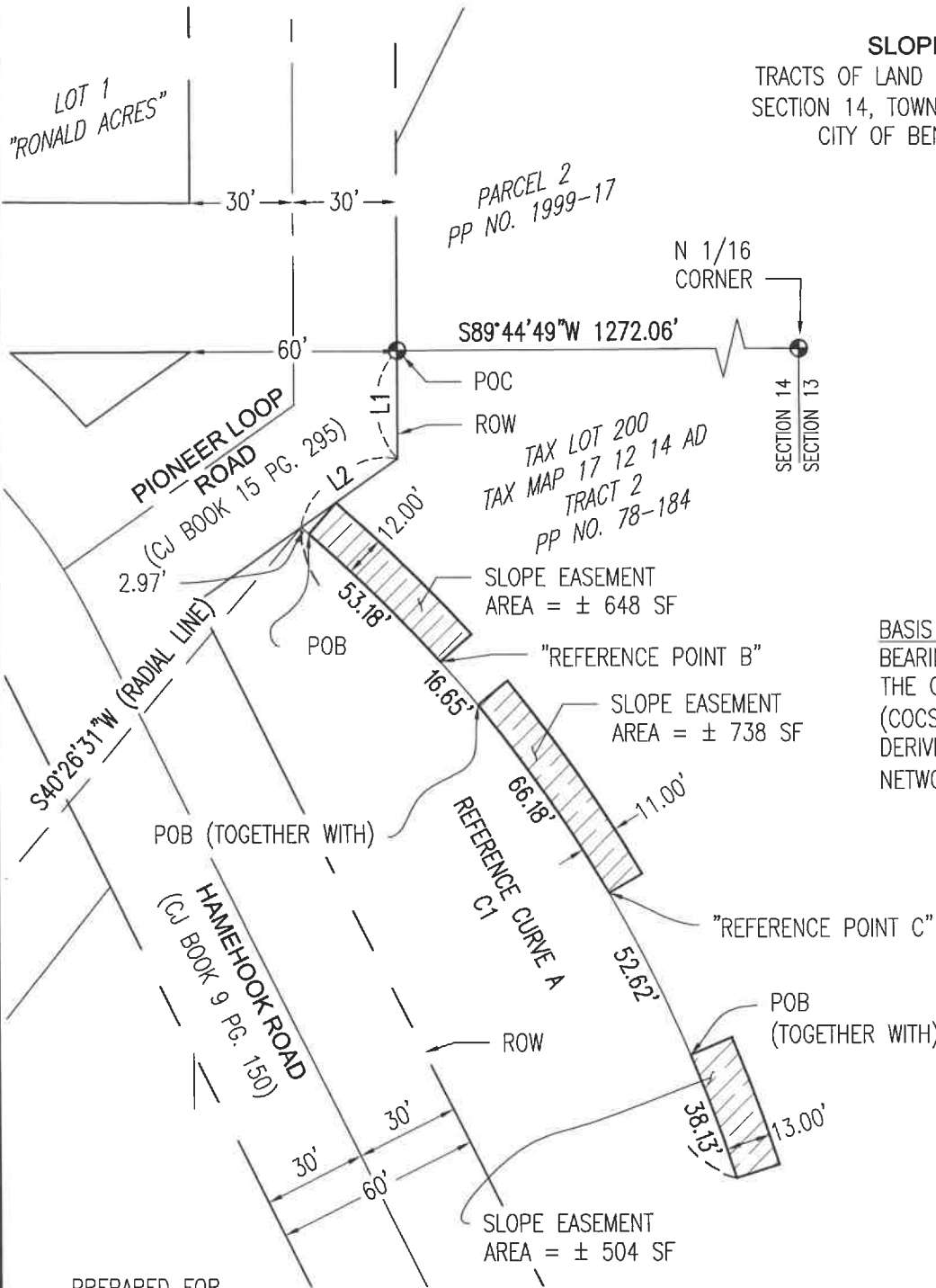
DATE: MARCH 12, 2024

Parametrix

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710

**EXHIBIT B
SLOPE EASEMENT EXHIBIT**

TRACTS OF LAND LOCATED IN THE SE1/4 OF THE NE1/4 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M., CITY OF BEND, DESCHUTES COUNTY, OREGON



LEGEND



SLOPE EASEMENTS
AREA = ± 0.04 ACRES
(± 1,890 SF)



5/8" IRON ROD W/ YPC
STAMPED "DEA INC."

SF

SQUARE FEET

ROW

RIGHT-OF-WAY

POC

POINT OF COMMENCEMENT

YPC

YELLOW PLASTIC CAP

POB

POINT OF BEGINNING

BASIS OF BEARINGS

BEARINGS FOR THIS EXHIBIT ARE BASED ON THE CENTRAL OREGON COORDINATE SYSTEM (COCS), DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE OREGON REAL-TIME GNSS NETWORK (ORGN).



0 50
1 INCH = 50 FT.

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	31.32'	S0°04'07"E
L2	34.35'	S54°45'53"W

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	229.75'	410.00'	32°06'22"	226.75'	S33°30'18"E

PREPARED FOR
DESCHUTES COUNTY

3-12-2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2023
COREY PACHECO
101863

EXPIRES: 12-31-2024

EXHIBIT: B

HAMEHOOK ROAD
SLOPE EASEMENT EXHIBIT

DRWN: CAP

CHKD: CAP

JOB: 297-2509-010

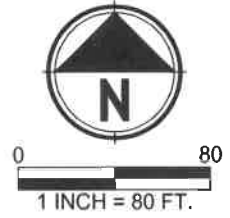
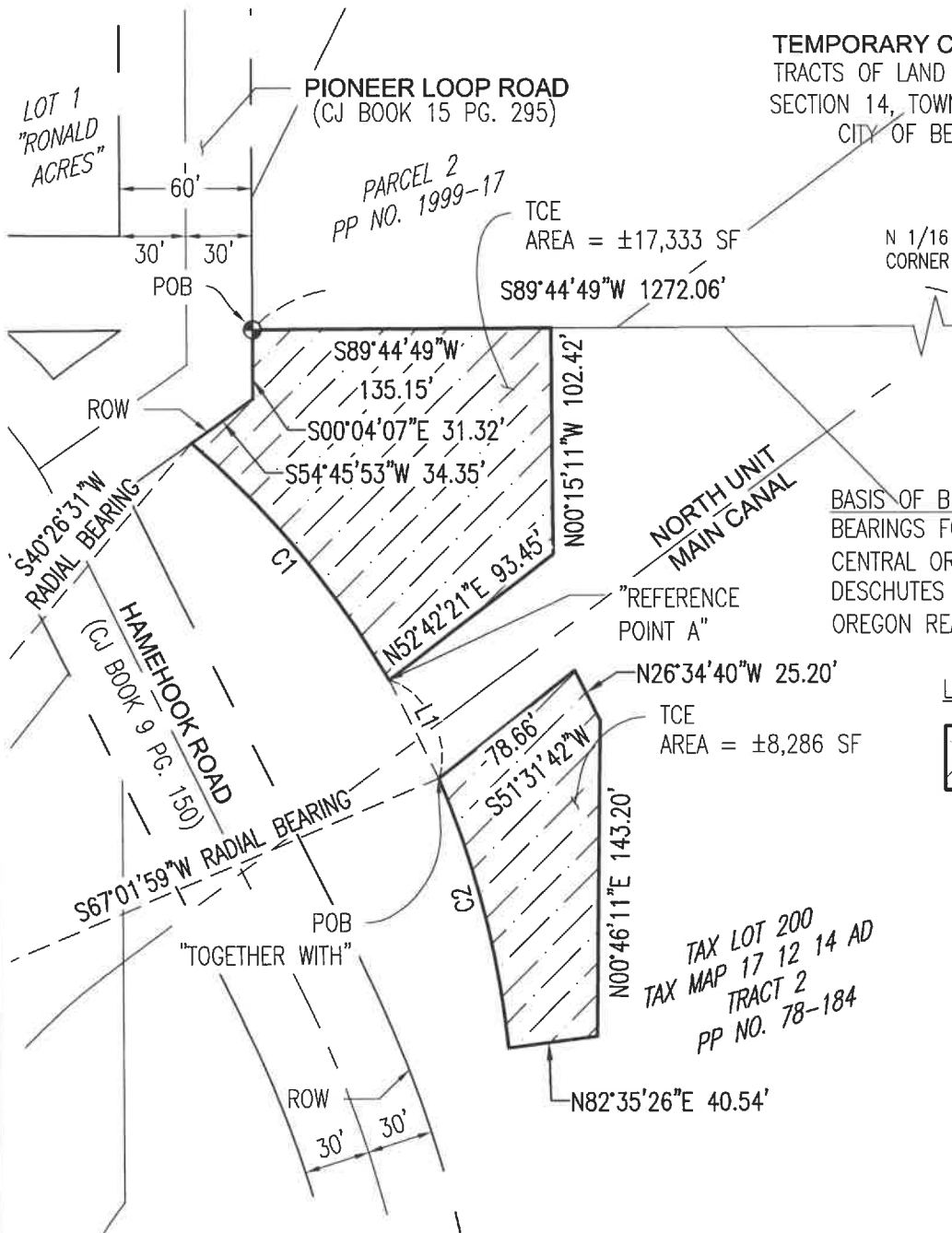
DATE: MARCH 12, 2024

Parametrix

150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
Ph: 541.508.7710



EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
 TRACTS OF LAND LOCATED IN THE SE1/4 OF THE NE1/4
 SECTION 14, TOWNSHIP 17 SOUTH, RANGE 12 EAST, W.M.,
 CITY OF BEND, DESCHUTES COUNTY, OREGON



BASIS OF BEARINGS
 BEARINGS FOR THIS EXHIBIT ARE BASED ON THE
 CENTRAL OREGON COORDINATE SYSTEM (COCS),
 DESCHUTES 13 TRANSFORMATION, DERIVED FROM THE
 OREGON REAL-TIME GNSS NETWORK (ORGN).

LEGEND

-  TCE AREA = ± 0.59 ACRES (± 25,619 SF)
-  5/8" IRON ROD W/ YPC STAMPED "DEA INC."
- SF SQUARE FEET
- ROW RIGHT-OF-WAY
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- YPC YELLOW PLASTIC CAP
- TCE TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	49.98'	S26°27'40"E

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	140.27'	410.00'	19°36'09"	139.59'	S39°45'25"E
C2	126.33'	410.00'	17°39'15"	125.83'	S14°08'24"E

PREPARED FOR
 DESCHUTES COUNTY
 3-12-2024

**REGISTERED
 PROFESSIONAL
 LAND SURVEYOR**

Corey Pacheco
 OREGON
 JULY 11, 2023
 COREY PACHECO
 101863

EXPIRES: 12-31-2024

EXHIBIT: B
 DRWN: CAP
 CHKD: CAP
 JOB: 297-2509-010
 DATE: MARCH 12, 2024

**HAMEHOOK ROAD
 TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**

Parametrix
 150 NW Pacific Park Lane, Suite 110 • Bend, OR 97701
 Ph: 541.508.7710



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Approval of Order No. 2024-023 cancelling uncollectible personal property taxes of \$40,632.83

RECOMMENDED MOTION:

Move approval of Order No. 2024-023 cancelling uncollectible personal property taxes of \$40,632.83.

BACKGROUND AND POLICY IMPLICATIONS:

Personal property taxes are considered to be uncollectible when the cost of collection exceeds the amount of tax, or when it is no longer reasonable or feasible to pursue collection. The County's procedure is to cancel uncollectible personal property tax accounts once every year. The last cancellation was approved by the Board on June 29, 2023 in the amount of \$53,621.57.

BUDGET IMPACTS:

None

ATTENDANCE:

Robert Tintle, Chief Financial Officer/Tax Collector-Finance
Judi Hasse, Deputy Tax Collector-Finance/Tax
Connie Heim, Accounting Technician-Finance/Tax



FINANCE DEPARTMENT

Date: June 26, 2024

To: Deschutes County Board of County Commissioners

From: Robert Tintle, Deschutes CFO/County Tax Collector
Judi Hasse, Deschutes County Deputy Tax Collector
David Doyle, Deschutes County Legal Counsel

RE: Request for Order to Cancel Uncollectible Personal Property Taxes

Your approval is requested to cancel \$40,632.83 in personal property taxes. On a percentage basis, the \$40,632.83 represents 0.25% (.0025) of the personal and manufactured structure taxes levied in the 2023-24 tax year (\$14,781,207.79 and \$1,586,341.42 respectively).

A summary of prior cancellations by tax year is as follows:

2003-04	\$ 29,291.00
2004-05	26,537.00
2006-07	49,553.67
2008-09	86,903.57
2009-10	49,139.64
2010-11	37,277.91
2011-12	51,958.84
2012-13	136,431.43
2013-14	37,141.65
2014-15	40,121.07
2015-16	14,615.17
2016-17	58,599.65
2017-18	17,931.84
2018-19	31,828.95
2020-21	33,295.83
2021-22	35,267.45
2022-23	53,621.57

The \$40,632.83 consists of: 1) One uncollected manufactured structure account totaling taxes of \$725.64 and 2) Nineteen uncollectible personal property accounts totaling \$39,907.19. Categorically, the items being cancelled are as follows:

1. Manufactured Structures:	
a) Abandoned (1 account)	\$725.64
2. Personal Property:	
a) Business failures (19 accounts)	<u>\$39,907.19</u>
TOTAL (20 accounts)	<u>\$40,632.83</u>

Pursuant to Oregon law, David Doyle, Legal Counsel, has reviewed the amounts to be cancelled and agrees that these accounts are not collectible.

The Finance/Tax Department staff has used a reasonable and consistent level of collection effort to try to collect the taxes while minimizing the collection costs and negative relations with the taxpayer. Abandoned manufactured structures are governed by certain laws and statutes that provide for the cancellation of taxes. Bankruptcies are pursued to the extent permitted by U.S. bankruptcy law.

Oregon law requires that a final personal property return be filed to terminate the taxation of business property. This frequently does not occur, resulting in the continued assessment and taxation of property that is no longer being used in a business and may no longer exist. A portion of the taxes included under dissolved corporations and business failures (item 2a above) relate to taxes imposed on non-existent businesses and/or assets.

We have continued the practice of garnishing wages and checking accounts where possible. We also continue to attach personal property tax accounts to real property accounts. In the past we have collected personal accounts where the business owner's personal residence is being foreclosed upon by their lender. Lenders tend to pay the taxes promptly in order to extinguish our priority lien.

REVIEWED
LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Cancelling Uncollectible Personal
Property Taxes of \$40,632.83

*
*

ORDER NO. 2024-023

WHEREAS, Robert Tintle, the Deschutes County Tax Collector, pursuant to ORS 311.790 has petitioned the Board of County Commissioners to cancel delinquent personal property taxes on certain personal property accounts on the grounds that the taxes are wholly uncollectible; and

WHEREAS, the Deschutes County Legal Counsel has determined that the taxes requested to be cancelled by the Deschutes County Tax Collector are wholly uncollectible, and joins in that request; and

WHEREAS, ORS 311.790 provides that the Board of County Commissioners may cancel taxes when the Tax Collector and the County Counsel request in writing that the taxes are uncollectible; now, therefore,

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

Section 1. The Deschutes County Tax Collector is hereby authorized and directed to cancel the uncollectible manufactured structures property taxes described in Exhibit "A" attached hereto and, by this reference, incorporated herein, in the principal amount of \$725.64 and uncollectible personal property taxes described in Exhibit "B" attached hereto and, by this reference, incorporated herein in the principal amount of \$39,907.19.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice-Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

EXHIBIT A

ORS 311.790 Cancellation of Uncollectible Property Tax

<u>Account #</u>	<u>Taxpayer Name</u>	<u>2022</u>	<u>2021</u>	<u>TOTAL</u>
183485	NEWTON	\$ 367.27	\$ 358.37	\$ 725.64
	TOTAL	<u>\$ 367.27</u>	<u>\$ 358.37</u>	<u>\$ 725.64</u>

EXHIBIT B

ORS 311.790 Cancellation of Uncollectible Property Tax

Account #	Taxpayer Name	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	TOTAL
274261	LOCKHEED MARTIN SPACE SY: \$	-	\$ 374.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 374.39
276316	SCOTTS CARPET & UPHOLSTEI CLEANING LLC	-	-	489.75	-	-	-	-	-	-	-	-	-	-	-	-	\$ 489.75
275820	FORESIGHT LEARNING CENTE	-	665.92	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 665.92
276287	DRY FIELDS CIDER HOUSE	-	-	666.34	-	-	-	-	-	-	-	-	-	-	-	-	\$ 666.34
169348	SASSE SYSTEMS INC	-	481.27	469.23	-	-	-	-	-	-	-	-	-	-	-	-	\$ 950.50
280174	HARMON'S CONCRETE PUMP	-	1,089.76	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 1,089.76
276474	JOYCYCLE541 LLC	718.33	764.11	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 1,482.44
208809	JOHN ZIGLER AUTO REPAIR &	-	559.17	545.82	545.58	-	-	-	-	-	-	-	-	-	-	-	\$ 1,650.57
270782	RECHARGE LLC	1,749.48	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 1,749.48
273142	NOURISH CORP NOURISH MEAL PREP	463.45	463.59	452.05	452.68	-	-	-	-	-	-	-	-	-	-	-	\$ 1,831.77
268262	C3 EVENTS LLC	478.95	555.69	541.75	542.53	-	-	-	-	-	-	-	-	-	-	-	\$ 2,118.92
200588	WILLIAM B GREGORY PRISTINE FLOOR CARE	-	-	-	-	-	-	-	-	579.45	575.53	575.26	497.46	-	-	-	\$ 2,227.70
202091	VANCE FORTENBERRY THE WHITTLE SHOP	-	-	-	-	-	-	-	-	-	404.13	415.72	406.26	402.00	408.55	199.46	\$ 2,236.12
268253	BEAR MOUNTAIN FIRE LLC DAVID VITELLE	2,681.20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 2,681.20
266458	REYES TORTILLARIA LAURA ROMERO	492.84	493.06	615.69	616.56	617.07	-	-	-	-	-	-	-	-	-	-	\$ 2,835.22
202196	FINK INK	-	457.17	445.69	446.35	446.71	446.46	438.28	439.02	-	-	-	-	-	-	-	\$ 3,119.68
268291	DYNACORE FITNESS	1,069.66	1,128.04	1,430.14	-	-	-	-	-	-	-	-	-	-	-	-	\$ 3,627.84
278852	HSP1973 LLC GEIST BEERWORKS	-	3,678.85	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 3,678.85
270546	BEND WOODWORKING LLC	822.63	822.97	802.38	803.50	804.18	803.67	788.95	782.46	-	-	-	-	-	-	-	\$ 6,430.74
	TOTAL	<u>\$ 8,476.54</u>	<u>\$ 11,533.99</u>	<u>\$ 6,458.84</u>	<u>\$ 3,407.20</u>	<u>\$ 1,867.96</u>	<u>\$ 1,250.13</u>	<u>\$ 1,227.23</u>	<u>\$ 1,221.48</u>	<u>\$ 579.45</u>	<u>\$ 979.66</u>	<u>\$ 990.98</u>	<u>\$ 903.72</u>	<u>\$ 402.00</u>	<u>\$ 408.55</u>	<u>\$ 199.46</u>	<u>\$ 39,907.19</u>



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Approval of Board signature of Document No. 2024-550, an Oregon Criminal Justice Commission IMPACTS Grant Amendment #6

RECOMMENDED MOTION:

Approval of Board signature of Document No. 2024-550, an Oregon Criminal Justice Commission IMPACTS grant amendment.

BACKGROUND AND POLICY IMPLICATIONS:

On April 17, 2024, the Board of County Commissioners (BOCC) gave approval to accept the Oregon Criminal Justice Commission’s (CJC) IMPACTS grant maintenance funding in the amount of \$1,321,935, to support the Deschutes County Stabilization Center (DCSC), and to extend the grant term an additional year, through June 30, 2025. The amendment document has now been received and Deschutes County Health Services (DCHS) is requesting the Chair signature.

Funding from this grant will allow DCHS to continue to provide up to 23 consecutive hours of crisis observation, or stabilization for individuals in crisis, in order to de-escalate the severity of the crisis. The 23-hour stabilization, combined with a full array of services, improves our ability to divert individuals in crisis from emergency departments and jail. Funds will cover current staffing (11 FTE) for one year, and 10% of indirect.

BUDGET IMPACTS:

Revenue of \$1,321,936 for the one-year term of July 1, 2024, to June 30, 2025.

ATTENDANCE:

Holly Harris, Behavioral Health Director

CRIMINAL JUSTICE COMMISSION
IMPROVING PEOPLE'S ACCESS TO COMMUNITY-BASED TREATMENT, SUPPORTS, AND
SERVICES (IMPACTS) GRANT PROGRAM
GRANT AGREEMENT # IMP-20-02
AMENDMENT NO. 06

This is Amendment Number 06 to Grant Agreement No. **IMP-20-02** ("Agreement") between the **State of Oregon**, acting by and through the Criminal Justice Commission ("CJC"), and **Deschutes County** ("Grantee").

1. Effective Date. This Agreement shall become effective on the date that it is fully executed and approved as required by applicable law.
2. Amendment to Agreement. The Agreement is hereby amended as follows:

A. Section 1 is amended and restated to update the Grant Funds amount as follows:

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$6,033,290.57** (the "Grant Funds") to assist Grantee in implementing the project described in Exhibit A (the "Project") during the period beginning on the Project Start Date and ending on the Project End Date (the "Project Period"), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC's obligation to disburse Grant Funds under this Agreement shall end 45 days after the Project End Date.

B. The following disbursements are added to Section 4.a:

- One installment in the amount of \$330,484.00 no later than July 5, 2024;
- One installment in the amount of \$330,484.00 no later than October 5, 2024;
- One installment in the amount of \$330,484.00 no later than January 5, 2025; and
- One installment in the amount of \$330,484.00 no later than April 5, 2025.

The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit.

C. The Project End Date stated in Exhibit A (Project Description and Budget) is amended and restated as follows:

Project End Date: June 30, 2025

D. The Budget Summary in Exhibit A is amended and restated as follows:

IMPACTS Grant Program
 Grant No. IMP-20-02
 Amendment No. 06

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	\$5,047,939.55
Contractual Services	\$346,385.39
Equipment	\$25,123.00
Supplies	\$36,771.14
Travel/Training	\$0
Rent/Utilities	\$0
Housing Assistance	\$0
Other	\$28,590.52
Administrative/Indirect Cost	\$548,480.97
Total	\$6,033,290.57

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of original Agreement remain in full force and effect. By its execution of this Amendment, Grantee certifies to CJC that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The signatures of the parties follow on the next page.

IMPACTS Grant Program
Grant No. IMP-20-02
Amendment No. 06

Continued from the previous page.

THE PARTIES, by executing this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Grantee

By:

Signature of Grantee Date

Name & Title

93-6002292
Federal Tax ID Number

0502098-8
State Tax ID Number

Criminal Justice Commission

By: Ken Sanchagrin 6/10/2024

Kenneth Sanchagrin, Executive Director Date

Approved for Legal Sufficiency:

By email from AAG Sam Zeigler dated 5/22/24



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Approval of Board Signature of Document No. 2024-573, a Deed of Dedication for ten feet of right-of-way on Bear Creek Road

RECOMMENDED MOTION:

Move approval of Board Signature of Document No. 2024-573 accepting a Deed of Dedication from the Grund Family Revocable Trust for ten feet of right-of-way at 21925 Bear Creek Road.

BACKGROUND AND POLICY IMPLICATIONS:

On January 18, 2024, the Planning Division approved a two-lot partition of the property located at 21925 Bear Creek Road (file no. 247-23-000555-MP, 247-23-000556-CU). A condition of approval required the dedication of ten feet of right-of-way for the adjacent Bear Creek Road. Document No. 2024-573 completes this right-of-way dedication.

BUDGET IMPACTS:

None.

ATTENDANCE:

Audrey Stuart, Community Development Department

<p>Reviewed</p> <hr/> <p>Legal Counsel</p> <p>After recording return to: Deschutes County Road Dept. 61150 SE 27th Street Bend, Oregon 97701</p>	<p>For Recording Stamp Only</p>
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DEED OF DEDICATION

Gary A. Grund and Suzanne Grund, Trustees of the Grund Family Revocable Trust, Grantor, does hereby dedicate to the public for roadway and utility purposes that area of land described in Exhibit "A", attached hereto and by this reference incorporated herein.

The true consideration for this conveyance is other consideration.

DATED this 18th day of April, 2024.

GRUND FAMILY REVOCABLE TRUST

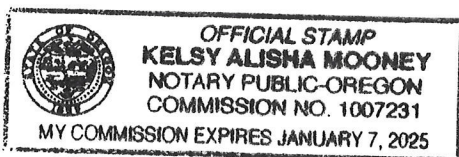
Gary Grund, trustee
Gary Grund, Trustee

Suzanne Grund, Trustee
Suzanne Grund, Trustee

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Gary Grund and Suzanne Grund, Trustees of the Grund Family Revocable Trust and acknowledged the foregoing instrument.

Dated this 18th day of April, 2024.



Kelsy Mooney
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/7/2025

ACCEPTANCE

Deschutes County, acting by and through its Board of County Commissioners, does hereby accept the foregoing Deed of Dedication as a public road pursuant to ORS 92.014.

DATED this ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DEBONE, VICE-CHAIR

PHIL CHANG, COMMISSIONER

ATTEST:

Recording Secretary

STATE OF OREGON)
) SS.
County of Deschutes)

Before me, a Notary Public, personally appeared Patti Adair, Anthony DeBone, and Phil Chang, the above-named Board of County Commissioners of Deschutes County, Oregon, acknowledged the foregoing instrument, on behalf of Deschutes County, Oregon.

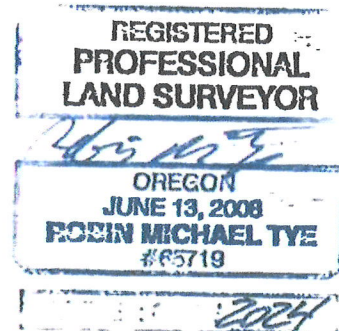
Dated this ____ day of _____, 20__.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

**EXHIBIT A
BEAR CREEK ROAD DEDICATION**

A Tract of land lying in the Northeast One-Quarter of section One (1), Township Eighteen (18) South, Range Twelve (12) East, Willamette Meridian, Deschutes County, Oregon being more particularly described as follows:

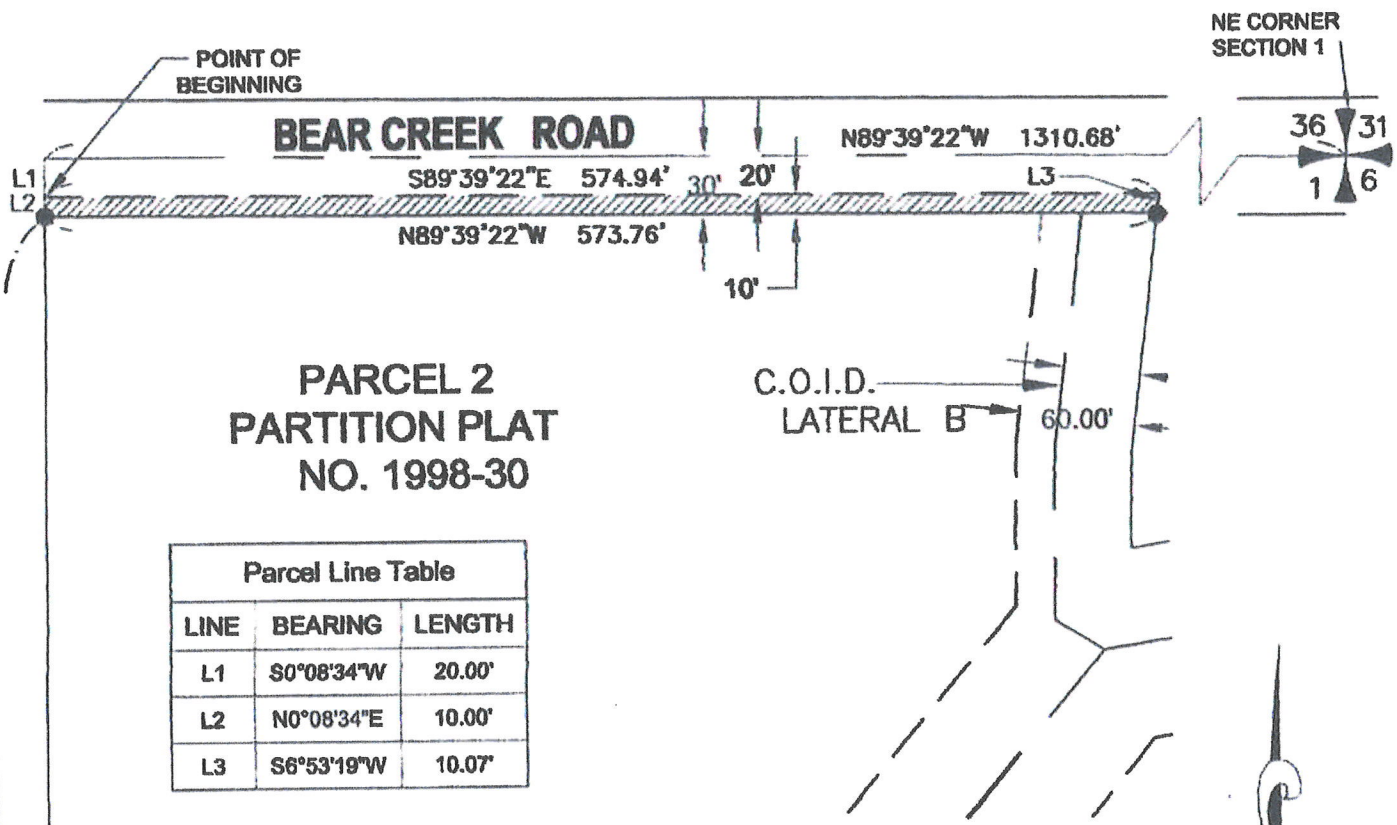
Commencing at the Northeast Section corner of said Section 1; thence along the North line of said Section 1 also being the Centerline of said Bear Creek Road N89°39'22"W 1310.68 feet to a point; thence leaving said north line S00°08'34"W 20.00 feet to the POINT OF BEGINNING; thence S89°39'22"E parallel with the Centerline of Bear Creek Road, 574.94 feet; thence leaving said parallel line S06°53'19" 10.07 feet to a point that is 30.00 feet Southerly from the Centerline of Bear Creek Road; thence N89°39'22"W parallel with the Centerline of Bear Creek Road, 573.76 feet to a point lying on the West line of Parcel 2, Partition Plat No. 1998-30; thence N00°08'34"E 10.00 feet to the POINT OF BEGINNING containing 5,744 square feet more or less.



Sun Country Engineering & Surveying, Inc.

BEAR CREEK ROAD DEDICATION SKETCH

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, DESCHUTES COUNTY OREGON



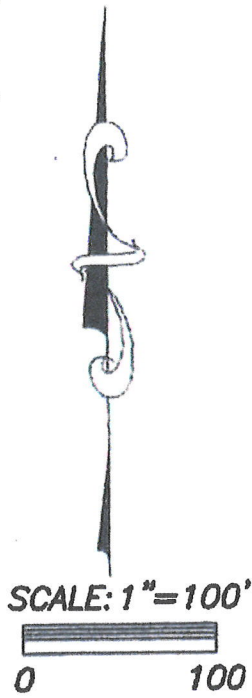
**PARCEL 2
PARTITION PLAT
NO. 1998-30**

Parcel Line Table		
LINE	BEARING	LENGTH
L1	$S0^{\circ}08'34''W$	20.00'
L2	$N0^{\circ}08'34''E$	10.00'
L3	$S6^{\circ}53'19''W$	10.07'

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Robin Michael Tye
**OREGON
JUNE 13, 2008
ROBIN MICHAEL TYE
65719**

RENEWS:06/30/2024



SCALE 1"=100'	DATE 09/27/23	BEAR CREEK RD. DED.	DRAWN BY RMT	ORDER NO. 9966
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SUN COUNTRY ENGINEERING & SURVEYING, INC.
920 SE ARMOUR ROAD BEND, OREGON 97702 PHONE 382-8882



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Approval of a Revocable License with Capitol Dental Care

RECOMMENDED MOTION:

Move approval of Board signature of Document No. 2024-390, a Revocable License with Capitol Dental Care to utilize County-owned property to park a dental van.

BACKGROUND AND POLICY IMPLICATIONS:

Deschutes County Health Services has arranged with Capital Dental Care, Inc. to provide mobile community dental services at the Deschutes County Downtown Clinic at 1128 NW Harriman Street, Bend. Four parking spaces will be provided to accommodate a self-contained tiny dental van and visitor parking on the fourth Tuesday of each month.

Capitol Dental Care, Inc.. one of the largest Medicaid dental care providers in Oregon, operates an extensive community outreach program at multiple non-traditional locations. Operations including four dental vans that partner with community sites to provide care to those facing barriers with accessing brick-and-mortar type dental offices. Outreach sites are staffed by a dental therapist and a dental assistant who provide a range of basic dental services including exams, cleanings, and fillings.

The zero-cost Revocable License is effective July 1, 2024 through June 30, 2026, with two-year auto renewal options. Either party may terminate the Revocable License with a 30-day written notice.

BUDGET IMPACTS:

The zero-cost Revocable License has no budget impact.

ATTENDANCE:

Kristie Bollinger, Property Manager
Kara Cronin, Behavioral Health Program Manager

REVIEWED

LEGAL COUNSEL

REVOCABLE LICENSE

This REVOCABLE LICENSE (“License”) is made as the last signature affixed hereto (“Effective Date”) by and between **DESCHUTES COUNTY, a political subdivision of the State of Oregon (“Licensor”)**, and **CAPITOL DENTAL CARE, INC., domestic business corporation (“Licensee”)**. Licensor and Licensee are referred to herein as “Party” or “Parties”.

Licensor hereby grants to Licensee, a non-exclusive License to use Four (4) County-owned parking spaces adjacent to the Deschutes County Downtown Clinic located at 1128 NW Harriman Street, Bend, Oregon 97703, attached hereto and incorporated herein as Exhibit A, together with necessary ingress and egress for such space (“Premises”).

1. Term. The term of this License shall be July 1, 2024 and shall expire June 30, 2026 (“Initial Term”). Unless terminated sooner as provided herein.
 - a. Licensor and Licensee each reserve the right to terminate this License prior to its expiration with Thirty (30) days written notice, given to the other Party.
 - b. Automatic Renewal. Except as otherwise provided in this License, if the Licensee is not then in default and the License has not been terminated in accordance hereof, with Licensor’s approval, Licensee has the option to renew this License for Two (2) years by giving at least Thirty (30) days written notice to Licensor prior to the expiration of the Term. The additional term will be memorialized by a letter signed by the Licensor (Deschutes County Property Manager or County Administrator), and Licensee.

2. Rent. In exchange for the benefit the Licensee’s service provides to the general public, this License is provided for zero cost during the initial and subsequent terms of this License.

3. Use of Premises. The Premises shall be used by Licensee for operation of a Class C Vehicle in compliance with Oregon Revised Statutes (ORS) 679.020. The Premises shall be used by Licensee for the purpose of operating Tiny Van Dental Office. Licensee, its principals or agents shall not use the Premises to operate a business other than that specified in this License and shall not use the Premises address as the business or mailing address for any other business than that specified in this License without obtaining the Licensor’s written consent in advance. Licensee shall provide certain clinical and community services at the Tiny Van Dental Office, including:
 - a. Clinical Services:
 - i. Scheduling of clients for current and future appointments, 30-day advance scheduling.
 - ii. Maintenance of dental records in compliance with all applicable laws.
 - iii. Dental Home, brick-and-mortar type dental office, to coordinate and manage oral health care.
 - iv. Staffing as available: Dentist (DMD/DDS); Dental Therapist (DT) Expanded Practice Dental Hygienist (EPDH); Expanded Function Dental Assistant (EFDA); Dental Community Health Worker (DCHW).

- v. Restorative and emergent services as available: Examinations, x-rays, fillings, or extractions.
 - vi. Preventive services: Oral Health Assessments, x-rays, intraoral photos, sealants, fluoride varnish, silver diamine fluoride, teeth cleanings, and periodontal therapy services.
 - vii. Oral hygiene instruction, education, and supplies, such as toothbrushes, and toothpaste.
 - viii. Behavioral health and social determinants of health screenings with appropriate resources and referral to service agencies and providers. Emphasis on effective closed-loop referrals for social services and higher dental care needs.
- b. Community Services:
- i. Promotion and education of oral health services to Central Oregon agency staff, health providers, social service agencies, and community members.
 - ii. Educational pamphlets/brochures.
 - iii. Dental program promotion assistance.
 - iv. Referral information to help clients find a dental home.
 - v. DCHW participation, collaboration, and partnering with community agencies and organizations to promote oral health, integration between oral, physical, and behavioral health providers; equity for oral health services of marginalized and under/uninsured populations.
4. Parking. Licensee, its employees, and clientele shall have a nonexclusive right to access and utilize designated vehicle County parking spaces as shown in Exhibit A. Licensee's employees will be required to adhere to the County Parking Policy and Regulations, which County in its sole discretion may amend from time to time.
5. Restrictions on Use. In connection with the use of the Premises, Licensee shall:
- a. Conform to all applicable laws and regulations affecting the Premises and correct at Licensee's own expense any failure of compliance created through Licensee's fault or by reason of Licensee's use of the Premises. Licensee shall not be required to make any structural changes to affect such compliance, unless such changes are required because of Licensee's specific use.
 - b. Refrain from any use which would be reasonably offensive to the Licensor, other licensees, tenants, or owners or users of adjoining premises or unoccupied portions of the premises, or which would tend to create a nuisance or damage the reputation of the real property.
 - c. Refrain from making any unlawful or offensive use of said property or to suffer or permit any waste or strip thereof.
 - d. Exercise diligence in protecting the premises and adjoining common area from damage.

- e. Be responsible for removing any liens placed on said property as a result of Licensee's use of licensed premises.
 - f. Comply with Lessor's policies, as periodically amended, regarding smoking, parking, fragrances, facilities maintenance, facilities use and violence in the workplace. Those policies are incorporated by reference herein and are available from Lessor upon request (copies of referenced policies were provided to Lessee prior to execution of this License).
 - g. The expected day of operation shall be every fourth Tuesday of each month, excluding county holidays or other approved closures. If any exceptions to the above day of operation are necessary, notice with brief explanation shall be given to Deschutes County Property Management.
6. Licensee's Obligations. The following shall be the responsibility of the Licensee:
- a. Licensee shall not be required to make structural repairs that would place the Premises in a better condition than at the commencement of this License. Within reason, Licensee may place personal property, and the like in a clean, safe and sanitary manner on the Premises. Licensee shall be required to remove such items at the end of each use of the Premises. Licensee must obtain Licensor's express authorization prior to placing a fixture on the Premises.
 - b. Licensee, at its expense, shall keep Licensee's equipment and facilities in a first-class repair, operating condition, working order and appearance. Licensee shall also be responsible for any repairs to other property necessitated by its negligence or the negligence or wrongful acts of its agents, employees and invitees.
 - c. Any repairs or alterations required under Licensee's obligation to comply with laws and regulations as set forth in "Restrictions on Use" above.
 - d. Licensee warrants the honesty and integrity of all personnel Licensee employs or authorizes to operate Licensees business on the Premises.
 - e. Licensee's signage may be provided but must not interfere with public traffic flow or County and State message boards. Placement of free-standing exterior signage, will be subject to the prior approval of the County's Facilities Department and if allowed, must also comply with the City of Bend sign code and be installed in accordance with all related City of Bend permit regulations.
7. Maintenance and Repair of Premises.
- a. Licensor shall perform all necessary maintenance and repairs to the parking area which is located on or serve the Premises. Licensor shall maintain the premises in a hazard free condition and shall repair or replace, if necessary and at Licensor's sole expense, the electrical, and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities, and shall keep the Premises, improvements, grounds and landscaping in good repair and appearance replacing dead, damaged or diseased plant materials when necessary.

- b. Should Licensor fail to maintain the Premises in accordance with above requirements, and after at least fourteen (14) days prior written notification to Licensor, Licensee may terminate the license.
 - c. Licensee shall maintain its facilities and equipment on the Premises so as to impact in the least possible way Licensor's equipment, facilities and personnel.
 - d. Licensee shall take good care and keep clean the Premises, and at the expiration of the term surrender the Premises in as good condition as at the commencement of this License, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.
- 8. Utilities and Services. Licensee's Tiny Van Dental Office is self-contained for water and a generator to provide electricity. Licensee shall provide its own heat, electricity, water, air conditioning, trash removal service, and sewage disposal service. Licensee shall provide its own janitorial services for the Tiny Van Dental Office.
- 9. Liens.
 - a. Except with respect to activities for which the Licensor is responsible, the Licensee shall pay as due, and as may be applicable, all claims for work done on and for services rendered or material furnished to the licensed premises and shall keep the property free from any liens. If any real property taxes, assessments, and special assessments become assessed and due for the Premises during the Term, Licensee shall also pay as due a prorated amount based only on the use of the Premises area. If Licensee fails to pay any such claims or to discharge any lien, Licensor may do so and collect the cost from Licensee. Any amount so expended shall bear interest at the rate of nine percent (9%) per annum from the date expended by Licensor and shall be payable on demand. Such action by Licensor shall not constitute a waiver of any right or remedy which Licensor may have on account of Licensee's default.
 - b. Licensee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Licensor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Licensee shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Licensor cash or a sufficient corporate surety bond or other surety satisfactory to Licensor 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.
- 10. Insurance:
 - a. It is expressly understood that Lessor shall not be responsible for carrying insurance on any personal property owned by Lessee.
 - b. Lessee will be required to carry "All Risks" Property policy on Lessee's personal property on the Premises. 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 "All Risks" insurance policy.

- c. Lessee shall provide to Lessor proof of workers' compensation insurance, upon request.
- d. Auto Liability insurance with a combined single limit coverage of not less than \$1,000,000 per accident for bodily injury and property damage for Licensee's vehicles, whether owned, hired or non-owned, which includes coverage for Deschutes County, its agents, officers, elected officials and employees.
- e. 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.
- f. 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 an additional insured. The policy shall be written on an occurrence basis unless approved and authorized by Lessor. There shall be no cancellation, termination, material change, 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.

- i) **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

- g. 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.

11. Indemnification: 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, and employees 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 in connection with the Premises; and further agrees to indemnify, defend, and save harmless the Lessee, its officers, agents, and employees 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 acts. 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. Casualty Damage. If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unusable for the purpose Licensed, and if repairs cannot reasonably be made within ninety (90) days, Licensee may elect to cancel this License. Licensor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Licensee of the time required to complete the necessary repairs or reconstruction. If Licensor's estimate for repair is greater than ninety (90) days, then Licensee, upon receiving said estimate will have twenty (20) days after such notice in which to cancel this License. Following damage, and including any period of repair, Licensee's rental obligation shall be reduced to the extent the Premises cannot reasonably be used by Licensee.
13. Surrender of Licensed Premises. Upon abandonment, termination, revocation or cancellation of this License or the surrender of occupancy of any portion of or structure on the Licensed premises, the Licensee shall surrender the real property or portion thereof to Licensor in the same condition as the real property was on the date of possession, fair wear and tear excepted, except, that nothing in this License shall be construed as to relieve Licensee of Licensee's affirmative obligation to surrender said premises in a condition which complies with all local, state or federal environmental laws, regulations and orders applicable at the time of surrender that was caused by Licensee or occurred during the term of this License. Upon Licensor's written approval, Licensee may leave site improvements authorized by any land use or building permit. Licensee's obligation to observe and perform this covenant shall survive the expiration or the termination of the License.
14. Nonwaiver. Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice of the party's right to require strict performance of the same provision in the future or of any other provision.
15. Default. Neither party shall be in default under this License until written notice of its unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of the payment or for thirty (30) days in the case of other obligations. If the obligation (other than payment) cannot be performed within the thirty-day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete performance. In case of default the non-defaulting party may terminate this License with thirty (30) days' notice in writing to the defaulting party, shall be entitled to recover damages or any other remedy provided by applicable law, or may elect to perform the

defaulting party's obligation. The cost of such performance shall be immediately recoverable from the defaulting party plus interest at the legal rate for judgment.

- 16. Notices. Notices between the parties shall be in writing, effective when personally delivered to the address specified herein, or if mailed, effective 48 hours following mailing to the address for such party specified below or such other address as either party may specify by notice to the other:

Licensor: Deschutes County Property Management
 Property Manager
 14 NW Kearney Avenue
 Bend, Oregon 97701
 Phone: 541-385-1414
 Email: Kristie.Bollinger@deschutes.org

Mail to: P.O. Box 6005
 Bend, OR 97708

Licensee: Linda Mann, EPDH
 Director, Community Outreach
 Capitol Dental Care
 610 Hawthorne Ave, Suite 200
 Salem, OR 97301
 Phone: 503-917-2604
 Email: MannL@InterDent.com

- 17. Assignment. Licensee shall not assign or sub-rent the premises without the prior written consent of the Licensor.
- 18. Attorneys' Fees. In the event a suit or action of any kind is instituted on behalf of either party to obtain performance under this License or to enforce any rights or obligations arising from this License, each party will be responsible for paying its own attorney fees.
- 19. Authority. The signatories to this agreement covenant that they possess the legal authority to bind their respective principals to the terms, provisions and obligations contained within this agreement.
- 20. MERGER.

THIS LICENSE CONSTITUTES THE ENTIRE LICENSE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LICENSE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LICENSE. LICENSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LICENSOR HAS READ THIS LICENSE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[SIGNATURE PAGES FOLLOW]

LICENSOR:

DATED this ____ day of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DEBONE, Vice-Chair

Recording Secretary

PHIL CHANG, Commissioner

[SIGNATURE PAGE FOLLOWS]

LICENSEE:

DATED this 04 day of June, 2024

Capitol Dental Care, Inc., domestic business corporation



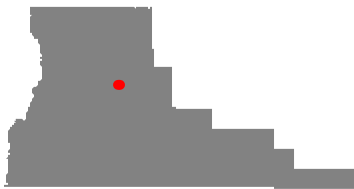
Manu Chaudhry, President

EXHIBIT A

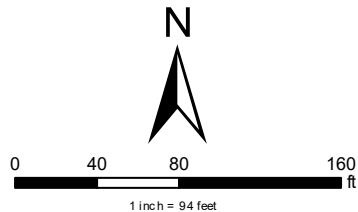
THE PREMISES
ONE PARKING SPACE FOR TINY VAN DENTAL OFFICE AND THREE ADDITIONAL PARKING SPACES FOR STAFF AND VISITORS



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, Deschutes County GIS



Date: 4/29/2024





CERTIFICATE OF LIABILITY INSURANCE

06/26/2024 Item #6.

5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N. Brand Boulevard Suite 100 Glendale CA 91203 License#: 0D69293 INTEINC-12	CONTACT NAME: Arthur J Gallagher & Co. PHONE (A/C No. Ext): 818-539-2300 E-MAIL ADDRESS: certrequests@ajg.com	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Hartford Underwriters Insurance Company	30104	INSURER C : Trumbull Insurance Company	27120	INSURER D : Hartford Accident and Indemnity Company	22357	INSURER E :		INSURER F :
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 2056814338 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B D	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	72 UEN CF9276 72UENAX6ZPX	11/1/2023 11/1/2023	11/1/2024 11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	72 UEN CF7715	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C50716508 WLR C50716351	11/1/2023 11/1/2023	11/1/2024 11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Year: 2021 | Make: Tiny Heirloom | VIN: 1H9U12K3XLP663081 | Cost New: \$150,000 | Garage City: OR | Garage State: OR.

Deschutes County, its officers, agents, employees, and volunteers are Additional Insureds with respect to General Liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Deschutes County Property Management Attn: Property Manager 14 NW Kearney Avenue Bend OR 97701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
- (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:

- (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. **Employees and Volunteer workers**
Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. **Real Estate Manager**
Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. **Temporary Custodians of Your Property**
Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. **Legal Representative If You Die**
Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

- 7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 8. "Employment-Related Practices" means:
 - a. Refusal to employ a person;
 - b. Termination of a person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
- 12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard":**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Public Hearing and consideration of Order No. 2024-026 adjusting rates for Wilderness Garbage and Recycling, Cascade Disposal, Bend Garbage and Recycling, High Country Disposal and Deschutes Transfer Company

RECOMMENDED MOTION:

First, hold a public hearing; thereafter, consider approval of Board Order No. 2024-026 to provide for rate adjustments for residential, curbside waste and recyclables collection; and for commercial services, waste and recyclables transfer services, and backyard and walkup services.

Specifically, the Order will provide for: a 3% rate adjustment for residential, curbside waste and recyclables collection services provided to residents in unincorporated Deschutes County by Wilderness Garbage and Recycling, Cascade Disposal, Bend Garbage and Recycling, High Country Disposal, for Republic Services commercial customers, and for waste and recyclables transfer services provided to Deschutes County by Deschutes Transfer Company; a 5% increase for Cascade Disposal Commercial services; a 28% increase in Cascade Disposal backyard and walkup services; and a \$20 per month service fee for Republic Services backyard and walkup services.

BACKGROUND AND POLICY IMPLICATIONS:

Franchise Waste and Recyclables Collection Services & Deschutes Transfer

By Board Order, Deschutes County contracts for the collection of waste and recyclables in unincorporated Deschutes County through franchises granted to Cascade Disposal (a subsidiary of Waste Connections) and three other franchises granted to Wilderness Garbage and Recycling, Bend Garbage and Recycling and High Country Disposal (operated by Republic Services). All four franchises approached the Solid Waste Department with rate increase requests for FY24. Three percent (3%) of the rate increases are driven primarily by the pass-through cost increase in the per ton disposal fee increases charged at Knott Landfill beginning July 1, 2024. After several negotiation/discussion sessions with Republic Services and Waste Connections, it was determined that a 3% and 5% rate increases were appropriate and reasonable for waste and recyclables collection services in unincorporated Deschutes County.

Backyard and Walkup Service

Both Franchise Haulers approached the Solid Waste Department staff with requests for increases charges above the 3% pass-through costs of the disposal costs increases for the special service requested and/or required by customers for backyard and walkup services for the collection of waste and recyclables. There are HOA's that have this requirement or are looking at them, and the costs to provide those services are significantly higher than fully-automated collections that can be provided curbside. Walkup services require additional costs due to time, as well as increased risks of injury, impacting workers compensation insurance rates.

Cascade Disposal's requested increase of 28% is due to the actual costs to provide side-yard service universally throughout the Sunriver community, where recycling service was begun the previous year and the costs were estimated. Outside of the Sunriver community, Cascade Disposal has additional but limited numbers of customers that subscribe to this additional service. With a full year of collections experience and cost tracking, staff felt the request is appropriate.

Republic Services has approximately 1,225 customers that are currently being provided this service. The service that they provide is more diverse than that provided at Sunriver where there is a relatively consistent distance to walk up. Republic has walk-ups that range from 25 feet to 150 feet. This has greatly impacted costs and driver retention on those routes with significant numbers of walkup service households. Upon review of this request, staff felt the request is appropriate due to the cost impacts as well as to encourage customers to bring the containers to the street themselves for automated service.

Both Cascade Disposal and Republic Services will waive the back-yard and walk-up services fees to those households that have special needs and this service is not discretionary, whether for a short-term or long-term duration.

BUDGET IMPACTS:

There are no budget impacts for the franchise collection service rate adjustments. Funds have been budgeted in the FY25 Solid Waste Operating Budget for the Deschutes Transfer rate increase.

ATTENDANCE:

Tim Brownell, Director of Solid Waste

REVIEWED

LEGAL COUNSEL

06/26/2024 Item #10.

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Order Establishing Rates for Franchised *
Collection and Transfer Services for Waste and * ORDER NO. 2024-026
Recyclables in the Unincorporated Areas of *
Deschutes County *

WHEREAS, Certain companies holding County franchises to collect solid waste and recyclables within unincorporated areas of Deschutes County, Oregon have requested a collection rate increase in accordance with County policy; and

WHEREAS, The Director of Solid Waste and the County Administrator have reviewed the rate request and made recommendations regarding rates and services; and

WHEREAS, The Board of County Commissioners held a public hearing on June 26, 2024 on the proposed fee adjustments and has reviewed the proposed adjustments and the Director of Solid Waste’s recommendation; now, therefore,

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

Section 1. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served by Wilderness Garbage and Recycling Services set forth in Exhibit A, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2024.

Section 2. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Rural Collection Area served by Cascade Disposal set forth in Exhibit B, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2024.

Section 3. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served by Cascade Disposal set forth in Exhibit C, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2024.

Section 4. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Rural Collection Area served by Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc. set forth in Exhibit D, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2024.

Section 5. The maximum rates for collection of solid waste within the unincorporated area of Deschutes County designated as the Distant Rural Collection Area served by Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc. set forth in Exhibit E, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2024.

Section 6. The maximum rates for container rental and transfer of solid waste and recyclables collected at Deschutes County’s Northwest, Southwest, Negus and Alfalfa Transfer Stations provided by Deschutes

Transfer set forth in Exhibit F, attached hereto and by this reference incorporated herein, are hereby approved effective July 1, 2024.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHIL CHANG, Commissioner

RATES EFFECTIVE 7/1/24

**Exhibit A
Maximum Rates for the Collection of Solid Waste within the
Unincorporated Distant Rural Collection Area Served by
Wilderness Garbage and Recycling Services
Effective July 1, 2024**

Class of Service		Rate (per month)				
One pickup of one can each week:						
20 gallon can						
Curb or Roadside		\$17.90				
Backyard or other		\$37.90				
35 gallon can						
Curb or Roadside		\$21.07				
Backyard or other		\$41.07				
65 gallon can						
Curb or Roadside		\$34.83				
Backyard or other		\$54.83				
95 gallon can						
Curb or Roadside		\$43.96				
Backyard or other		\$63.96				
One additional pickup each week:						
35 gallon can						
Curb or Roadside		\$14.52				
Backyard or other		\$34.52				
Special Services:						
35 gallon can						
Special curb or roadside pickup (rate per pickup)		\$13.50				
Backyard or other		\$33.50				
Bulk Rate for the Collection of Bulk Refuse:						
\$15.76 per cubic yard "or" a service fee of \$77.64/hour for 1 truck and driver (\$111.94/hour for 2 workers) plus disposal fees.						
Container Services:						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1.5 cubic yard	\$180.27	\$290.43	\$420.60	\$555.94	\$680.94	\$811.17
2 cubic yard	\$233.59	\$426.44	\$619.32	\$812.14	\$1,005.00	\$1,197.85
3 cubic yard	\$321.32	\$584.18	\$847.07	\$1,109.97	\$1,372.84	\$1,635.74
4 cubic yard	\$408.08	\$741.91	\$1,075.78	\$1,409.65	\$1,743.51	\$2,077.38
6 cubic yard	\$518.26	\$942.23	\$1,366.24	\$1,790.27	\$2,214.26	\$2,638.28
Compactor Container Rates:						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:						
<ol style="list-style-type: none"> 1. Uniform and non-discriminatory between customers of a collector; 2. Commensurate with the rates generally charged in unincorporated Deschutes County; 3. Subject to approval by Deschutes County. 						

Exhibit B
Maximum Rates for the Collection of Solid Waste within the
Unincorporated Rural Collection Area Served by
Cascade Disposal
Effective July 1, 2024

Class of Service	Rate (per month)
One pickup of one can each week:	
20 gallon can	
Curb or Roadside	\$17.21
Backyard or other	\$23.83
32-35 gallon can	
Curb or Roadside	\$20.57
Backyard or other	\$28.37
64-65 gallon can	
Curb or Roadside	\$31.92
Backyard or other	\$44.14
95-96 gallon can	
Curb or Roadside	\$39.17
Backyard or other	\$51.98
Special Services:	
Special curb or roadside pickup (rate per pickup) - 35 Gallon	\$14.13
Special curb or roadside pickup (rate per pickup) - 64 Gallon	\$19.70
Special curb or roadside pickup (rate per pickup) - 96 Gallon	\$24.97
Recycle Only (rate per month)	\$4.17

Bulk Rate for the Collection of Bulk Refuse:
 \$14.48 per cubic yard "or" a service fee of \$70.10/hour for 1 truck and driver (\$100.93/hour for 2 workers) plus disposal fees.

Container Services:

Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$106.74	\$192.38	\$278.07	\$363.57	\$449.35	\$534.99
1.5 cubic yard	\$145.99	\$269.17	\$392.26	\$515.40	\$638.56	\$761.74
2 cubic yard	\$189.25	\$351.53	\$513.80	\$676.07	\$838.33	\$1,000.60
3 cubic yard	\$262.13	\$484.50	\$706.94	\$929.35	\$1,151.77	\$1,374.17
4 cubic yard	\$328.99	\$610.28	\$891.60	\$1,172.94	\$1,454.21	\$1,735.51
5 cubic yard	\$397.09	\$734.65	\$1,072.19	\$1,409.71	\$1,747.24	\$2,084.81
6 cubic yard	\$461.34	\$851.39	\$1,241.44	\$1,631.49	\$2,021.52	\$2,411.54
8 cubic yard	\$567.67	\$1,048.55	\$1,529.41	\$2,010.28	\$2,491.16	\$2,972.03

Compactor Container Rates:
 Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.

If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:

- Uniform and non-discriminatory between customers of a collector;
- Commensurate with the rates generally charged in unincorporated Deschutes County;
- Subject to approval by Deschutes County.

Exhibit C Maximum Rates for the Collection of Solid Waste within the Unincorporated Distant Rural Collection Area Served by Cascade Disposal Effective July 1, 2024		Rate (per month)				
Class of Service						
One pickup of one can each week:						
20 gallon can						
Curb or Roadside		\$18.48				
Backyard or other		\$26.14				
32-35 gallon can						
Backyard or other with weekly comingle and glass collection (Sunriver only) - 1 can weekly		\$50.19				
Backyard or other with weekly comingle and glass collection (Sunriver only) - 2 cans weekly		\$71.50				
Backyard or other with weekly comingle and glass collection (Sunriver only) - 3 cans weekly		\$92.81				
Backyard or other with weekly comingle and glass collection (Sunriver only) - 4 cans weekly		\$114.12				
Backyard or other with weekly comingle and glass collection (Sunriver only) - 1 can weekly 2x/weekly		\$80.20				
Backyard or other with weekly comingle and glass collection (Sunriver only) - 2 cans weekly 2x/weekly		\$122.83				
Backyard or other with weekly comingle and glass collection (Sunriver only) - 3 cans weekly 2x/weekly		\$165.45				
Backyard or other with weekly comingle and glass collection (Sunriver only) - 4 cans weekly 2x/weekly		\$208.08				
32-35 gallon can						
Curb or Roadside		\$21.32				
Backyard or other		\$30.03				
64-65 gallon can						
Curb or Roadside		\$35.17				
Backyard or other		\$50.41				
95-96 gallon can						
Curb or Roadside		\$44.09				
Backyard or other		\$59.05				
Special Services:						
Special curb or roadside pickup (rate per pickup) - 32-35 Gallon		\$16.84				
Special curb or roadside pickup (rate per pickup) - 64-65 Gallon		\$24.05				
Special curb or roadside pickup (rate per pickup) - 95-96 Gallon		\$30.39				
Special curb or roadside pickup (rate per pickup, Sunriver only) - 32-35 Gallon		\$16.84				
Special curb or roadside pickup (rate per pickup, Vacation Sunriver only) - 32-35 Gallon		\$28.17				
Bulk Rate for the Collection of Bulk Refuse:						
\$16.34 per cubic yard "or" a service fee of \$82.85/hour for 1 truck and driver (\$116.05/hour for 2 workers) plus disposal fees.						
Container Services:						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$134.80	\$242.92	\$350.42	\$458.22	\$565.98	\$673.77
1.5 cubic yard	\$184.11	\$338.98	\$493.82	\$648.71	\$803.56	\$958.47
2 cubic yard	\$238.58	\$442.59	\$646.63	\$850.64	\$1,054.69	\$1,259.06
3 cubic yard	\$330.01	\$609.14	\$888.31	\$1,167.49	\$1,446.64	\$1,725.81
4 cubic yard	\$413.78	\$766.45	\$1,119.16	\$1,471.87	\$1,824.59	\$2,177.27
5 cubic yard	\$499.10	\$921.89	\$1,344.76	\$1,767.59	\$2,190.43	\$2,613.29
6 cubic yard	\$579.50	\$1,067.67	\$1,555.84	\$2,044.04	\$2,532.23	\$3,020.42
8 cubic yard	\$711.88	\$1,312.65	\$1,913.38	\$2,514.13	\$3,114.87	\$3,715.63
Compactor Container Rates:						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged charged for uncompacted containers.						
If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:						
<ol style="list-style-type: none"> Uniform and non-discriminatory between customers of a collector; Commensurate with the rates generally charged in unincorporated Deschutes County; Subject to approval by Deschutes County. 						

Exhibit D
Maximum Rates for the Collection of Solid Waste within the
Unincorporated Rural Collection Area Served by
Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc.
Effective July 1, 2024

Class of Service		Rate (per month)				
One pickup of one can each week:						
20 gallon can						
Curb or Roadside		\$17.89				
Backyard or other		\$37.89				
35 gallon can						
Curb or Roadside		\$21.39				
Backyard or other		\$41.39				
65 gallon can						
Curb or Roadside		\$33.20				
Backyard or other		\$53.20				
95 gallon can						
Curb or Roadside		\$40.73				
Backyard or other		\$60.73				
One additional pickup each week:						
35 gallon can						
Curb or Roadside		\$12.35				
Backyard or other		\$32.35				
Special Services:						
35 gallon can						
Special curb or roadside pickup (rate per pickup)		\$15.01				
Bulk Rate for the Collection of Bulk Refuse:						
\$15.07 per cubic yard "or" a service fee of \$72.91/hour for 1 truck and driver (\$104.96/hour for 2 workers) plus disposal fees.						
Container Services:						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$111.01	\$200.07	\$289.19	\$378.11	\$467.32	\$556.40
1.5 cubic yard	\$151.83	\$279.93	\$407.95	\$536.01	\$664.10	\$792.21
2 cubic yard	\$196.81	\$365.59	\$534.36	\$703.12	\$871.87	\$1,040.63
3 cubic yard	\$272.62	\$503.87	\$735.22	\$966.52	\$1,197.85	\$1,429.14
4 cubic yard	\$342.16	\$634.69	\$927.27	\$1,219.86	\$1,512.38	\$1,804.93
5 cubic yard	\$412.98	\$764.03	\$1,115.08	\$1,466.10	\$1,817.13	\$2,168.21
6 cubic yard	\$479.80	\$885.45	\$1,291.09	\$1,696.75	\$2,102.38	\$2,508.01
8 cubic yard	\$590.38	\$1,090.50	\$1,590.59	\$2,090.69	\$2,590.80	\$3,090.91
Compactor Container Rates:						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:						
<ol style="list-style-type: none"> Uniform and non-discriminatory between customers of a collector; Commensurate with the rates generally charged in unincorporated Deschutes County; Subject to approval by Deschutes County. 						

Exhibit E
Maximum Rates for the Collection of Solid Waste within the
Unincorporated Distant Rural Collection Area Served by
Bend Garbage and Recycling Company, Inc. and High Country Disposal Company, Inc.
Effective July 1, 2024

Class of Service		Rate (per month)				
One pickup of one can each week:						
20 gallon can						
Curb or Roadside		\$19.22				
Backyard or other		\$39.22				
35 gallon can						
Curb or Roadside		\$22.18				
Backyard or other		\$42.18				
65 gallon can						
Curb or Roadside		\$36.57				
Backyard or other		\$56.57				
95 gallon can						
Curb or Roadside		\$45.85				
Backyard or other		\$65.85				
One additional pickup each week:						
35 gallon can						
Curb or Roadside		\$15.18				
Backyard or other		\$35.18				
Special Services:						
35 gallon can						
Special curb or roadside pickup (rate per pickup)		\$14.10				
Bulk Rate for the Collection of Bulk Refuse:						
\$16.96 per cubic yard "or" a service fee of \$86.17/hour for 1 truck and driver (\$120.70/hour for 2 workers) plus disposal fees.						
Container Services:						
Container Size	Number of Pickups/Week					
	1	2	3	4	5	6
1 cubic yard	\$137.52	\$247.47	\$357.50	\$467.47	\$577.42	\$687.38
1.5 cubic yard	\$187.82	\$345.83	\$503.79	\$661.81	\$819.78	\$977.82
2 cubic yard	\$243.40	\$451.53	\$659.69	\$867.81	\$1,075.98	\$1,284.12
3 cubic yard	\$336.66	\$621.44	\$906.25	\$1,191.06	\$1,475.85	\$1,760.65
4 cubic yard	\$422.13	\$781.92	\$1,141.76	\$1,501.59	\$1,861.44	\$2,221.23
5 cubic yard	\$509.18	\$940.51	\$1,371.91	\$1,803.27	\$2,234.65	\$2,666.05
6 cubic yard	\$591.19	\$1,089.23	\$1,587.24	\$2,085.31	\$2,583.36	\$3,081.41
8 cubic yard	\$726.26	\$1,339.16	\$1,952.01	\$2,564.88	\$3,177.77	\$3,790.65
Compactor Container Rates:						
Compactor containers will have a disposal charge 3.0 times the uncompacted disposal rate. The service fee shall be the same as those charged for uncompacted containers.						
If the need for a type of service arises that is not now foreseen or specifically covered by this rate schedule, then the charge for such service shall be:						
<ol style="list-style-type: none"> 1. Uniform and non-discriminatory between customers of a collector; 2. Commensurate with the rates generally charged in unincorporated Deschutes County; 3. Subject to approval by Deschutes County. 						

Exhibit F Rates for Roll-off Container Rental and Recycling and Waste Transfer Services Provided by Deschutes Transfer Company to Deschutes County Department of Solid Waste Effective July 1, 2024		
Waste Transfer Rates		
Site	Rate	Unit
Northwest Transfer Station	\$409.56	/load
Southwest Transfer Station	\$409.56	/load
Alfalpa Transfer Station	\$202.09	/load
Negus Transfer Station (rate per ton; comingle charged min 12 tons per haul)	\$18.78	/ton
Recycling Roll-off Container Transfer Rates		
Site	Rate	Unit
Northwest Transfer Station	\$181.88	/load
Southwest Transfer Station	\$181.88	/load
Negus Transfer Station	\$181.88	/load
Alfalpa Transfer Station	\$181.88	/load
Roll-off Container Rental Rates		
Container Size/Type	Rate	Unit
48 ft Transfer Trailer	\$173.46	/month
40 cubic yard security container	\$117.88	/month
30 cubic yard roll-off box	\$94.31	/month
40 cubic yard roll-off box	\$69.38	/month



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Public Hearing and Order No. 2024-020 regarding the proposed Calande annexation to Rural Fire Protection District #2

RECOMMENDED MOTION:

Following the public hearing, move approval of Board Order No. 2024-020.

BACKGROUND AND POLICY IMPLICATIONS:

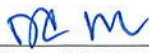
Christian and Patti Calande filed a petition to annex property into Deschutes County Rural Fire Protection District #2. The District approved the petition. The Assessor's Office and County Clerk certified the petition, and Community Development also reviewed the petition for land use compatibility.

BUDGET IMPACTS:

None

ATTENDANCE:

Dave Doyle, Legal

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

Order Approving Calande annexation into Rural Fire Protection District #2 *
* ORDER NO. 2024-020
*

WHEREAS, Christian and Patti Calande (“Petitioner”) submitted a petition requesting annexation of the property identified in Exhibit A in the petition attached to this Order, into Deschutes County Rural Fire Protection District #2 (“District”); and

WHEREAS, the Deschutes County Clerk’s Office and Assessor’s Office verified that the petition was signed by a registered voter or a landowner, respectively, for the property as indicated in Exhibit B in the petition attached to this Order; and

WHEREAS, pursuant to ORS 198.857(4), the Deschutes County Community Development Department reviewed the petition regarding the land use compatibility statement in Exhibit C in the petition attached to this Order; and

WHEREAS, Oregon Department of Revenue reviewed the petition and granted preliminary approval, as indicated in Exhibit D in the petition attached to this Order; and

WHEREAS, the Board held a duly noticed public hearing on June 26, 2024, to determine whether, in accordance with the County Comprehensive Plan, any applicable service agreement between a local government and the affected district, and the criteria prescribed by ORS 197.175, the affected area would benefit by annexation of said territory into the District; now, therefore

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

Section 1. The petition for annexation and all exhibits attached to this Order are hereby incorporated by reference.

Section 2. The petition for annexation is hereby approved, and the property identified in Exhibit A is declared annexed and included in the District.

Section 3. A copy of the signed Order will be forwarded to the Oregon Department of Revenue, Oregon Secretary of State Archives Division, Deschutes County Assessor’s Office and County Clerk’s Office, and the District.

Section 4. The purpose of this District is to provide fire services.

Dated this ___ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

PETITION TO ANNEX PROPERTY TO DESCHUTES COUNTY RURAL FIRE PROTECTION DISTRICT #2

To: The Board of County Commissioners Deschutes County, Oregon

The undersigned, in support of this Petition, state as follows:

1. This Petition for Annexation is filed pursuant to ORS 198.705 to 198.955
2. This annexation Petition affects only Deschutes County and Deschutes County Rural Fire Protection District #2 (DCRFPD #2)
3. The principal act for DCRFPD #2 is ORS 478.0-01, et seq.
4. The territory that is subject to this petition for annexation is primarily inhabited. The attached petitions in support of this annexation are signed by land owners and registered voters in the area proposed to be annexed as indicated opposite their respective signatures, and that all signatures were obtained on or after the 21st day of March, 2024
5. It is requested that the proceedings be taken for the annexation of said territory to Deschutes County Rural Fire Protection District #2, Deschutes County, Oregon. A description of the boundaries of the territory to be annexed is attached hereto and marked Exhibit "A".
6. That said petition has been signed by 15 percent of the electors, or 100 electors whichever number is lesser, or 15 owners or owners of 10 percent of the land, (whichever is greater) within the area proposed to be annexed.

Dated this 22 day of March, 2024.

NAME _____

ADDRESS 18700 Bull Springs Rd. ADDRESS _____

Bend, OR 97703

PHONE 408.623.1467 PHONE _____

Approved by the Board of directors of Deschutes County Rural Fire Protection District #2 this _____ day of _____

Approved by City of Bend

Board of Directors DCRFPD #2

By: _____ By: _____

[Redacted Signature]

Oliver Laton, Vice President

EXHIBIT A

NAME OF DISTRICT: Deschutes County Rural Protection District #2 Annexation

PRINT NAME	DATE SIGNED	PROPERTY ADDRESS/ RESIDENCE ADDRESS (If Different)	LANDOWNER IN THE PROPOSED TERRITORY/
1 <u>Patti Calandre</u> Print Name [Redacted]	<u>5/21/24</u> Date	<u>18700 Bull Springs Road</u> <u>Bend, OR 97703</u> PROPERTY ADDRESS <u>2473 NW Lemhi Pass Dr. Bend, OR</u> RESIDENCE ADDRESS (If Different) <u>97703</u>	Landowner Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Acreage <u>100</u>
2 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage
3 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage
4 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage
5 Print Name Signature	Date	PROPERTY ADDRESS RESIDENCE ADDRESS (If Different)	Landowner Yes <input type="checkbox"/> No <input type="checkbox"/> Acreage

I, Mue Green, certify that I circulated this petition, and every person who signed this petition did so in my presence. Signature: [Signature]
 County of Deschutes State of Oregon
 SUBSCRIBED AND SWORN before me this 21 day of May, 2024
 Notary Public for Oregon Deschutes County My Commission Expires: 6-21-25



EXHIBIT A

06/26/2024 Item #11.

EXHIBIT "A"

Name: Christian Calande

Address: 18700 BULL SPRINGS RD, BEND, OR 97703

Tax Lot Number: 1711000002709

Property described as: The Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 15, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon.

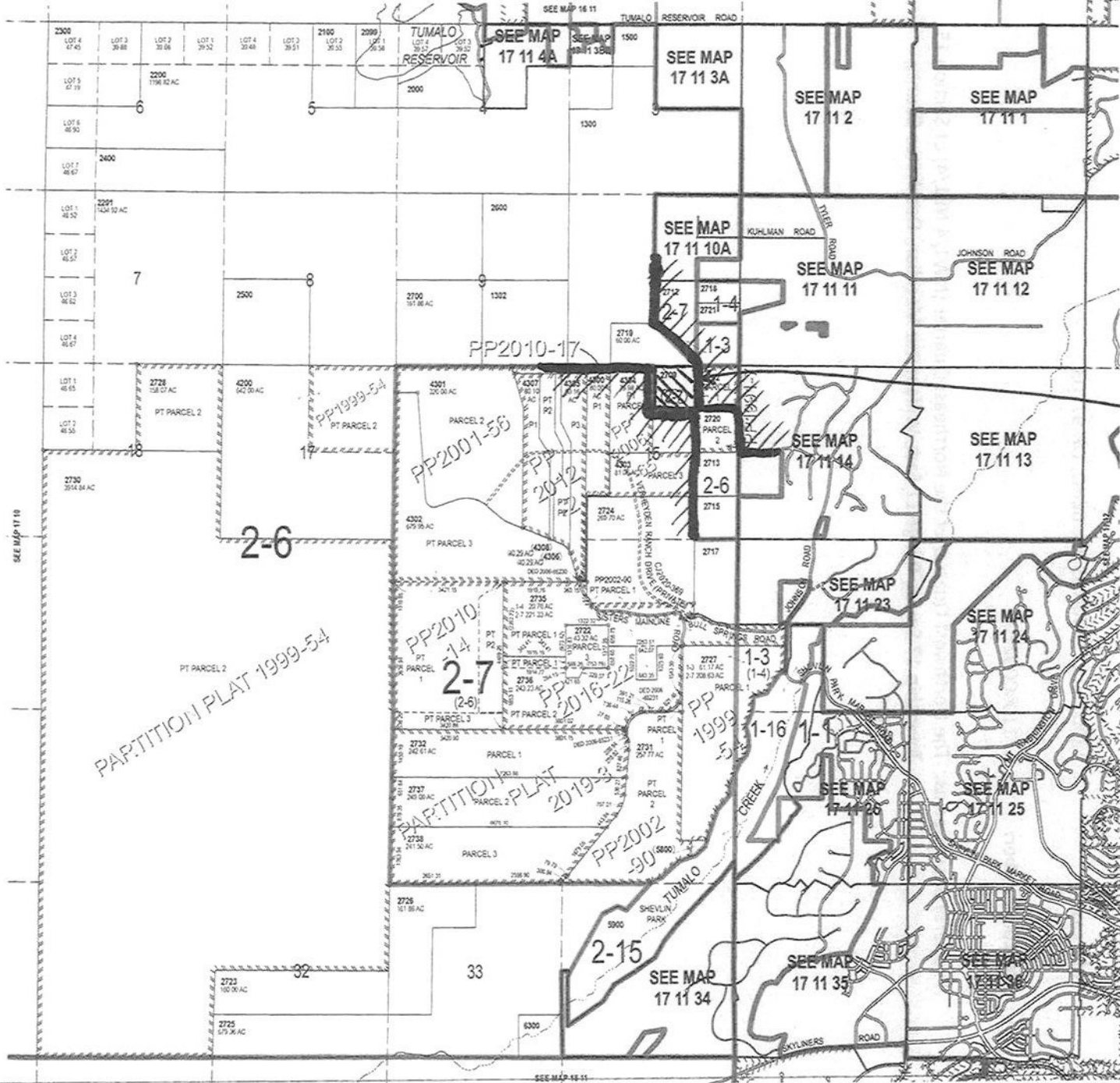
EXHIBIT A

T.17S. R.11E. W.M.
DESCHUTES COUNTY

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

8/17/2023


1" = 2000'



17 11 00
& INDEX

- Cancelled Nos.
- 99
- 100 thru 1202
- 1301
- 1303 thru 1305
- 1400 thru 1403
- 1600 thru 1804
- 1900
- 2101
- 2102
- 2400R1
- 2500R1
- 2700R1
- 2701
- 2703 thru 2708
- 2711
- 2714
- 2716
- 2729
- 2733
- 2734
- 2800 thru 4100
- 4400 thru 5701
- 5800R1
- 6000
- 6001
- 6002
- 6100 thru 6214
- 6400

Property to be Annexed
Tax Lot 2709
NW 1/4 NE 1/4



DC RFPD #2 Boundary



17 11 00
& INDEX



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

Christian D. Calande and Patti L. Calande

2473 NW Lemhi Pass Dr.

Bend, OR 97703

Until a change is requested all tax statements shall be sent to the following address:

Christian D. Calande and Patti L. Calande

2473 NW Lemhi Pass Dr.

Bend, OR 97703

File No. 177617AM

Deschutes County Official Records **2017-027382**

D-D

Stn=0 BN

07/14/2017 11:28:00 AM

\$10.00 \$11.00 \$10.00 \$6.00 \$21.00

\$58.00

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Nancy Blankenship - County Clerk

STATUTORY WARRANTY DEED**Kelly L. Smith, Trustees or the successor Trustee, of the KLS2 Revocable Trust UTD February 11, 2010,**

Grantor(s), hereby convey and warrant to

Christian D. Calande and Patti L. Calande, as Tenants by the Entirety,

Grantee(s), the following described real property in the County of Deschutes and State of Oregon free of encumbrances except as specifically set forth herein:

Parcel 1:**The Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) of Section 15, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon.****Parcel 2:****The Southeast Quarter of The Southwest Quarter (SE 1 /4 SW 1/4) of Section Ten (10), Township Seventeen (17) South, Range Eleven (11) EAST of the Willamette Meridian, Deschutes County, Oregon. ALSO INCLUDING: That portion of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Ten (10), Township Seventeen (17) South, Range Eleven (11) East of the Willamette Meridian, Deschutes County, Oregon, lying South and West of the following described line: Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of said Section 10; thence South 45° 09' 12" East 1851.78 feet to the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 10 and the end of this description.****Parcel 3:****Easements for ingress and egress, including the terms and provisions thereof, recorded March 14, 1983 in Book 7, Page 537, March 16, 1987, in Book 0142, Page 2338 and June 21, 2001, as Instrument No. 2001-29713.**

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

171000 00 02709

171100 00 02719

Return to:
 AmériTitleThe true and actual consideration for this conveyance is \$1,100,000.00.

Page 2 Statutory Warranty Deed
Escrow No. 177617AM

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

2017-2018 Real Property Taxes, a lien not yet due and payable.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 14 day of JULY, 2017.

KLS2 Revocable Trust

[Handwritten Signature]

Kelly L. Smith, Trustee or Successor Trustee

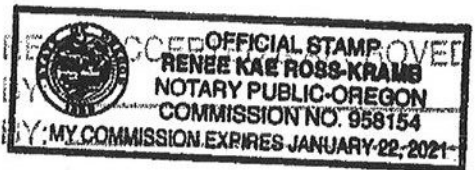
State of Oregon } ss
County of Deschutes }

On this 14th day of July, 2017, before me, Renee Ross-Kramb a Notary Public in and for said state, personally appeared Kelly Smith, Trustee, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Handwritten Signature]

Notary Public for the State of Oregon
Residing at: OR
Commission Expires: 1/22/21





**Petition for Annexation to
Deschutes County Rural Fire Protection District #2
(18700 Bull Springs Rd, Bend,
Taxlot 1711000002709)**

Clerk's Certification

I, Steve Dennison, Deschutes County Clerk, do hereby certify that the signature on the attached petition sheet is not a registered voter within the proposed area to be annexed. There is one (1) registered voter within the proposed area to be annexed.

Dated this 3rd day of June, 2024.

Steve Dennison
Deschutes County Clerk

EXHIBIT B



**DESCHUTES COUNTY ASSESSOR'S OFFICE
CARTOGRAPHY DEPARTMENT**

1300 NW Wall Street, Suite 204 | Bend, Oregon 97703

Office: (541) 388-6508 | **Fax:** (541) 382-1692

Website: <https://www.deschutes.org/assessor>

Property Info: <https://dial.deschutes.org/>

June 3, 2024

Steve Dennison

Deschutes County Clerk

Re: **DC Rural Fire Protection Distrct #2** (Patti & Christian Calande)

Please be advised the attached petition meets the requirements of ORS 198.

Sincerely,

Gregg Rossi



Gregg Rossi | Chief Cartographer

Deschutes County Assessor's Office, Cartography Dept.

1300 NW Wall St. Suite 204 | Bend, Oregon 97703 PO Box 6005 | Bend, Oregon 97708

Tel: (541) 617-4703 | Fax: (541) 382-1692



COMMUNITY DEVELOPMENT

TO: Deschutes County Board of Commissioners

FROM: Will Groves, Planning Manager

DATE: May 22, 2024

SUBJECT: Land Use Compatibility, 18700 Bull Springs Road - Deschutes County Rural Fire Protection District #2 Annexation

The materials contained in the petition propose to annex lands to the Deschutes County Rural Fire Protection District #2

This annexation is consistent with Title 18, Deschutes County Zoning Ordinance, and Title 23, Deschutes County Comprehensive Plan. There are no local land use regulations or policies that specifically address this annexation¹.

¹ Policy 3.6.1 “encourages the formation of special service districts to serve rural needs rather than have the County serve those needs.” Policy 3.8.1 recognizes the importance to “cooperate with public agencies and local park districts to provide park and recreation lands, facilities and opportunities.”

Boundary Change Preliminary Review**DOR 9-P124-2024**

Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@dor.oregon.gov

Deschutes County RFPD 2
Executive Director
1212 SW Simpson Ave
Bend OR 97702

May 15, 2024

Documents received: 4/25/2024
From: Gary Marshall

This letter is to inform you that the Description and Map for your planned Annexation to the Deschutes RFPD No 2 (Chris Calande) in Deschutes County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Deschutes County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Preliminary Review

If you have any questions please contact Robert Ayers, 503-983-3032



**BOARD OF
COMMISSIONERS**

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Second Reading of Ordinance 2024-002: Redmond Airport Master Plan Update
Text Amendment

RECOMMENDED MOTIONS:

- 1. Move approval of second reading of Ordinance 2024-002 by title only.
- 2. Move adoption of Ordinance No. 2024-002.

BACKGROUND AND POLICY IMPLICATIONS:

The applicant, City of Redmond and Redmond Municipal Airport, is requesting a Legislative Text Amendment to the AS Combining Zone (DCC 18.80.030) imaginary surfaces and noise contour boundaries to conform to the updated Redmond Airport Master Plan (RAMP). Following an initial public hearing on January 31, 2024 and a continued public hearing on February 21, 2024, the Board has voted to adopt the text amendments as proposed.

First reading of the ordinance was approved by the Board on June 5th.

The full record is located on the project webpage:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

BUDGET IMPACTS:

None.

ATTENDANCE:

Tarik Rawlings, Senior Transportation Planner



COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Deschutes County Board of Commissioners (Board)

FROM: Tarik Rawlings, Senior Transportation Planner

DATE: June 18, 2024

SUBJECT: Consideration of Second Reading of Ordinance 2024-002 – Redmond Airport Master Plan (RAMP) Update Text Amendment

The Board of County Commissioners (Board) will consider a second reading of Ordinance 2024-002 on June 26, 2024, related to a request for an applicant-initiated Legislative Text Amendment to the Airport Safety (AS) Combining Zone (DCC 18.80.030) associated with the Redmond Municipal Airport, submitted by the City of Redmond and Airport representatives. The second reading of Ordinance 2024-002 follows the conclusion of Board deliberations on February 21, 2024 and the Board’s first reading on June 12, 2024¹.

I. BACKGROUND

The applicant, City of Redmond and Redmond Municipal Airport, is requesting a Legislative Text Amendment to the AS Combining Zone (DCC 18.80.030) imaginary surfaces and noise contour boundaries. The Oregon Department of Aviation defines aviation-related imaginary surfaces as “imaginary areas in space and on the ground that are established in relation to the airport and its runways”. These imaginary surfaces allow for specific aviation uses and actions within them regarding travel to, from, or around a given airport. The noise contour boundary indicates the distance from the airport at which certain noise decibel-ratings could be disturbing to residential properties and land uses. The subject proposal would update the Runway and Approach information and include a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (Average Day-Night Sound Level) noise contour boundaries associated with the Redmond Municipal Airport. The subject Text Amendment would bring the descriptions of imaginary surfaces contained in DCC 18.80.030 into alignment with the Airport’s approved 2018 Master Plan update.

Staff submitted a 35-day Post-Acknowledgement Plan Amendment (PAPA) notice to the Department of Land Conservation and Development on September 18, 2023. Agency notice was sent to relevant agency partners on September 19, 2023. One generic agency comment was received from the County Building Safety Division stating that, if structural development is involved with the project, to

¹ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-170>

coordinate with Deschutes County for permitting requirements. The second agency comment was from the Oregon Department of Aviation (ODAV) expressing no specific comments other than their support for approval of the application. Notice of the proposal was sent to all property owners within Deschutes County whose property would be affected by the newly-adjusted imaginary surfaces and 55 DNL noise contour boundaries on September 20, 2023. The Notice explained the scope of the proposal, provided a project-specific website related to the application, and gave meeting information for the initial Hearings Officer public hearing held on November 7, 2023². Following the Hearings Officer’s public hearing, a recommendation for approval was mailed to relevant parties on December 15, 2023. On December 15, 2023, the Deschutes County Hearings Officer issued a recommendation evaluating compliance with all applicable review criteria and ultimately recommending approval of the proposed Text Amendment.

The Board conducted a work session on January 29, 2024³ followed by an initial public hearing on January 31, 2024⁴. During the initial public hearing, the Board voted to continue the public hearing until February 21, 2024⁵. At the conclusion of the continued public hearing, the Board deliberated on the matter and voted unanimously to approve the proposal as drafted.

These relevant dates and events are outlined in Table 1, below.

Table 1 – RAMP Review Timeline

Date	Event
September 18, 2023	Notice provided to DLCD
September 19, 2023	Notice of Application sent to agency partners
September 20, 2023	Notice of proposal sent to all property owners affected by the new surfaces
November 7, 2023	Hearings Officer Public hearing
December 15, 2023	Hearings Officer issued recommendation of approval for the proposal
December 30, 2023	Notice of Public Hearing published in the Bulletin newspaper
January 29, 2024	Board work session in anticipation of public hearing
January 31, 2024	Initial public hearing before the Board
February 4, 2024	Notice of Continued Public Hearing published in the Bulletin newspaper
February 21, 2024	Continued public hearing before the Board, deliberations, and vote of approval

II. PROCESS AND RECORD MATERIALS

As the airport’s surrounding properties include lands designated for agricultural use, Deschutes County Code 22.28.030(C) required the application to be heard de novo before the Board, regardless of the determination of the Hearings Officer. Per DCC Section 22.20.040(D), the review of the

² <https://www.youtube.com/watch?v=7-LpibIJ5EA>

³ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-153>

⁴ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-149>

⁵ <https://www.deschutes.org/bcc/page/board-county-commissioners-meeting-155>

proposed Text Amendment (reflecting quasi-judicial aspects of the proposal) is not subject to the 150-day review period typically associated with land use decisions.

The record continues to be available for inspection at the Planning Division and at the following link: <https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>.

III. SECOND READING

The Board is scheduled to conduct the second reading of Ordinance 2024-002 on June 26, 2024, fourteen (14) days following the first reading.

ATTACHMENTS:

- 1. Draft Ordinance 2024-002 and Exhibits
 - Exhibit A: Legal Description
 - Exhibit B: Proposed Zoning Map Changes (Figure 1-4)
 - Exhibit C: Proposed Text Amendments
 - Exhibit D: Hearings Officer Recommendation

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON

An Ordinance Amending Deschutes County Code 18.80.030(A-F), to update the Airport Safety (“AS”) Combining Zone Imaginary Surfaces and Noise Contour Boundaries for the Redmond Airport. * * * * *
ORDINANCE NO. 2024-002

WHEREAS, City of Redmond applied under land use file number 247-23-000252-TA for a text amendment to Deschutes County Code (“DCC”) Chapter 18.80, Airport Safety Combining Zone; A-S, to update the imaginary surface information and noise contour boundaries associated with the Redmond Airport to align with the 2018 Redmond Airport Master Plan (RAMP) Update; and

WHEREAS, after notice was given in accordance with applicable law, a public hearing was held on November 7, 2023 before the Deschutes County Hearings Officer and, on December 15, 2023 the Hearings Officer recommended approval of the proposed text amendment; and

WHEREAS, the Board of County Commissioners considered this matter after a duly noticed initial public hearing on January 31, 2024, and a duly noticed continued public hearing on February 21, 2024, and concluded that the proposed changes are consistent with the County’s Comprehensive Plan and that the public will benefit from changes to the land use regulations; and

WHEREAS, pursuant to Deschutes County Code 22.28.030(C), the proposal shall be heard de novo before the Board; now, therefore,

THE BOARD OF COUNTY COMMISSIONERS OF DESCHUTES COUNTY, OREGON, ORDAINS as follows:

Section 1. AMENDMENT. DCC Chapter 18.80, Airport Safety Combining Zone; A-S, is amended to read as described in Exhibit “C”, attached and incorporated by reference herein, with new language underlined and deleted language set forth in ~~strikethrough~~.

Section 2. AMENDMENT. DCC Title 18 Zoning Map, is amended to change the zoning boundaries as described in Exhibit “A” and as depicted on the map set forth as Exhibit “B”, with both exhibits attached and incorporated by reference herein.

///

Section 3. FINDINGS. The Board adopts as its findings in support of this decision, Exhibit “D”, attached and incorporated by reference herein.

Section 4. EFFECTIVE DATE. This Ordinance takes effect on the 90th day after the date of adoption.

Dated this _____ of _____, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

PATTI ADAIR, Chair

ANTHONY DeBONE, Vice Chair

ATTEST:

Recording Secretary

PHILIP CHANG, Commissioner

Date of 1st Reading: _____ day of _____, 2024.

Date of 2nd Reading: _____ day of _____, 2024.

Record of Adoption Vote:

Commissioner	Yes	No	Abstained	Excused
Patti Adair	___	___	___	___
Anthony DeBone	___	___	___	___
Philip Chang	___	___	___	___

Effective date: _____ day of _____, 2024.

EXHIBIT "A"

DESCRIPTION PER
REDMOND AIRPORT RUNWAYS AND CENTERLINE MONUMENTS
LOCATED IN SECTIONS 22 AND 23, T15S, R13E, W.M.,
CITY OF REDMOND, DESCHUTES COUNTY, OREGON

BEGINNING AT A 3" BRASS CAP IN A MONUMENT WELL MARKING THE CENTERLINE OF RUNWAY 5-23, FROM WHICH THE NORTHEAST END OF SAID RUNWAY BEARS S60°48'30"W, 100.45 FEET, AND ALSO FROM WHICH A 3-1/4" ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 22 BEARS N68°44'43"W, 2936.28 FEET; THENCE S01°54'00"W, 3798.08 FEET TO A HOLE IN A CONCRETE BASE MARKING THE CENTERLINE OF RUNWAY 11-29, FROM WHICH THE SOUTHEAST END OF SAID RUNWAY BEARS N57°39'23"W, 0.06 FEET; THENCE N87°21'17"W, 6165.75 FEET TO A 3" BRASS CAP IN A MONUMENT WELL MARKING THE CENTERLINE OF RUNWAY 5-23, FROM WHICH THE SOUTHWEST END OF SAID RUNWAY BEARS N60°48'30"E, 61.03 FEET; THENCE N03°58'03"E, 3471.88 FEET TO A 2-1/2" BRASS CAP MARKING THE CENTERLINE OF RUNWAY 11-29, FROM WHICH THE NORTHWEST END OF SAID RUNWAY BEARS N57°39'23"W, 0.18 FEET, AND ALSO FROM WHICH A 2-1/2" BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 22 BEARS N60°02'38"W, 2320.18 FEET; THENCE N89°32'47"E, 6045.06 FEET TO THE POINT OF BEGINNING.

BEARINGS FOR THIS DESCRIPTION ARE BASED ON OREGON STATE PLANE SOUTH ZONE COORDINATES, MEASURED IN INTERNATIONAL FEET.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
MARCH 09, 2021
MATTHEW G. BANTON
96574

RENEWS: 12/31/25

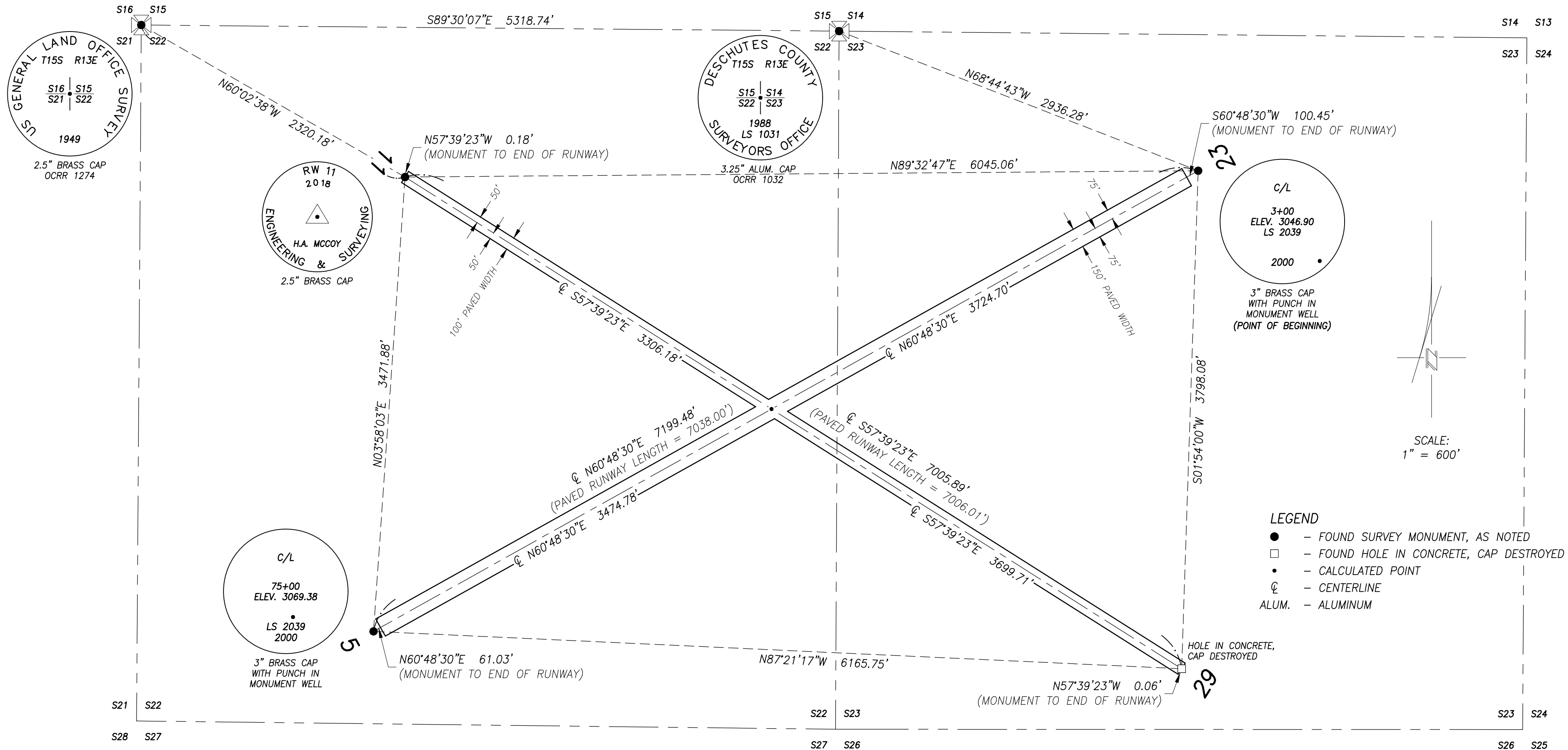
PREPARED: APRIL 30, 2024

PGA POVEY AND
ASSOCIATES

P.O. BOX 131, REDMOND, OR 97756
(541) 548-6778 24-033CTRL.DWG

RECORD OF SURVEY FOR THE CITY OF REDMOND
LOCATED IN SECTIONS 22 AND 23, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M.,
CITY OF REDMOND, DESCHUTES COUNTY, OREGON

SURVEY DATE: MARCH 26, 2024



NARRATIVE

LOCATION DATA FOR THIS SURVEY WAS COLLECTED IN INTERNATIONAL FEET WITH OREGON STATE PLANE SOUTH ZONE COORDINATES, AS MEASURED BY AVERAGED RTK GPS MEASUREMENTS, USING A TRIMBLE R-10 GPS SYSTEM.

CONTROL COMPARISONS BETWEEN OUR EARLIER SURVEYS, WHICH WERE PREVIOUSLY TIED USING OUR REDMOND GPS NETWORK COORDINATES, AND THE OREGON STATE PLANE SOUTH ZONE COORDINATE SYSTEM YIELDED ACCEPTABLE RESULTS WHEN CHECKING AGAINST THE DATUM TRANSFORMATION PARAMETERS PROVIDED IN UNPUBLISHED SURVEY DATA PROVIDED BY WH PACIFIC IN 2012. AFTER CONVERTING THE PREVIOUS COMPARISON FROM U.S. SURVEY FEET TO INTERNATIONAL FEET, THE AS-MEASURED POSITIONS OF RUNWAY CENTERLINE MONUMENTS CHECKED WITH A PRECISION OF 1:128500. DISTANCE CONVERSION COMPARISONS BETWEEN THE SECTION CORNERS CHECKED WITH A PRECISION OF 1:155700.

AN ANGULAR COMPARISON BETWEEN THE CONVERTED SECTION CORNER LOCATIONS CHECKED WITHIN 00°00'02". ADDITIONALLY, THE RUNWAY CENTERLINE ANGLES CHECKED WITHIN 00°00'10" ON RUNWAY 5-23 AND 00°00'03" ON RUNWAY 11-29.

ALL MONUMENTS FOUND WERE IN GOOD CONDITION, WITH THE EXCEPTION OF THE MISSING BRASS CAP AT THE SOUTHEAST END OF RUNWAY 11-29, WHERE A HOLE IN A CONCRETE BASE WAS ALL THAT REMAINS FROM THE MONUMENT MOST RECENTLY SET IN 2018 BY HAYES MCCOY. THE CENTER OF THE HOLE WAS HELD AS THE HORIZONTAL LOCATION OF THE MISSING MONUMENT.

LEGAL DESCRIPTION

BEGINNING AT A 3" BRASS CAP IN A MONUMENT WELL MARKING THE CENTERLINE OF RUNWAY 5-23, FROM WHICH THE NORTHEAST END OF SAID RUNWAY BEARS S60°48'30"W, 100.45 FEET, AND ALSO FROM WHICH A 3-1/4" ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 22 BEARS N68°44'43"W, 2936.28 FEET; THENCE S01°54'00"W, 3798.08 FEET TO A HOLE IN A CONCRETE BASE MARKING THE CENTERLINE OF RUNWAY 11-29, FROM WHICH THE SOUTHEAST END OF SAID RUNWAY BEARS N57°39'23"W, 0.06 FEET; THENCE N87°21'17"W, 6165.75 FEET TO A 3" BRASS CAP IN A MONUMENT WELL MARKING THE CENTERLINE OF RUNWAY 5-23, FROM WHICH THE SOUTHWEST END OF SAID RUNWAY BEARS N60°48'30"E, 61.03 FEET; THENCE N03°58'03"E, 3471.88 FEET TO A 2-1/2" BRASS CAP MARKING THE CENTERLINE OF RUNWAY 11-29, FROM WHICH THE NORTHWEST END OF SAID RUNWAY BEARS N57°39'23"W, 0.18 FEET, AND ALSO FROM WHICH A 2-1/2" BRASS CAP MARKING THE NORTHWEST CORNER OF SECTION 22 BEARS N60°02'38"W, 2320.18 FEET; THENCE N89°32'47"E, 6045.06 FEET TO THE POINT OF BEGINNING.

BEARINGS FOR THIS DESCRIPTION ARE BASED ON OREGON STATE PLANE SOUTH ZONE COORDINATES, MEASURED IN INTERNATIONAL FEET.

LEGEND

- - FOUND SURVEY MONUMENT, AS NOTED
- - FOUND HOLE IN CONCRETE, CAP DESTROYED
- - CALCULATED POINT
- ⊕ - CENTERLINE
- ALUM. - ALUMINUM

PREPARED: APRIL 30, 2024

REGISTERED
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY MAP
NOT FOR RECORDING

OREGON
MARCH 09, 2021
MATTHEW G. BANTON
96574

RENEWS: 12/31/25

SHEET 1 OF 1

P&A POVEY AND ASSOCIATES
P.O. BOX 131, REDMOND, OR 97756
(541) 548-6778 24-033CTRL.DWG

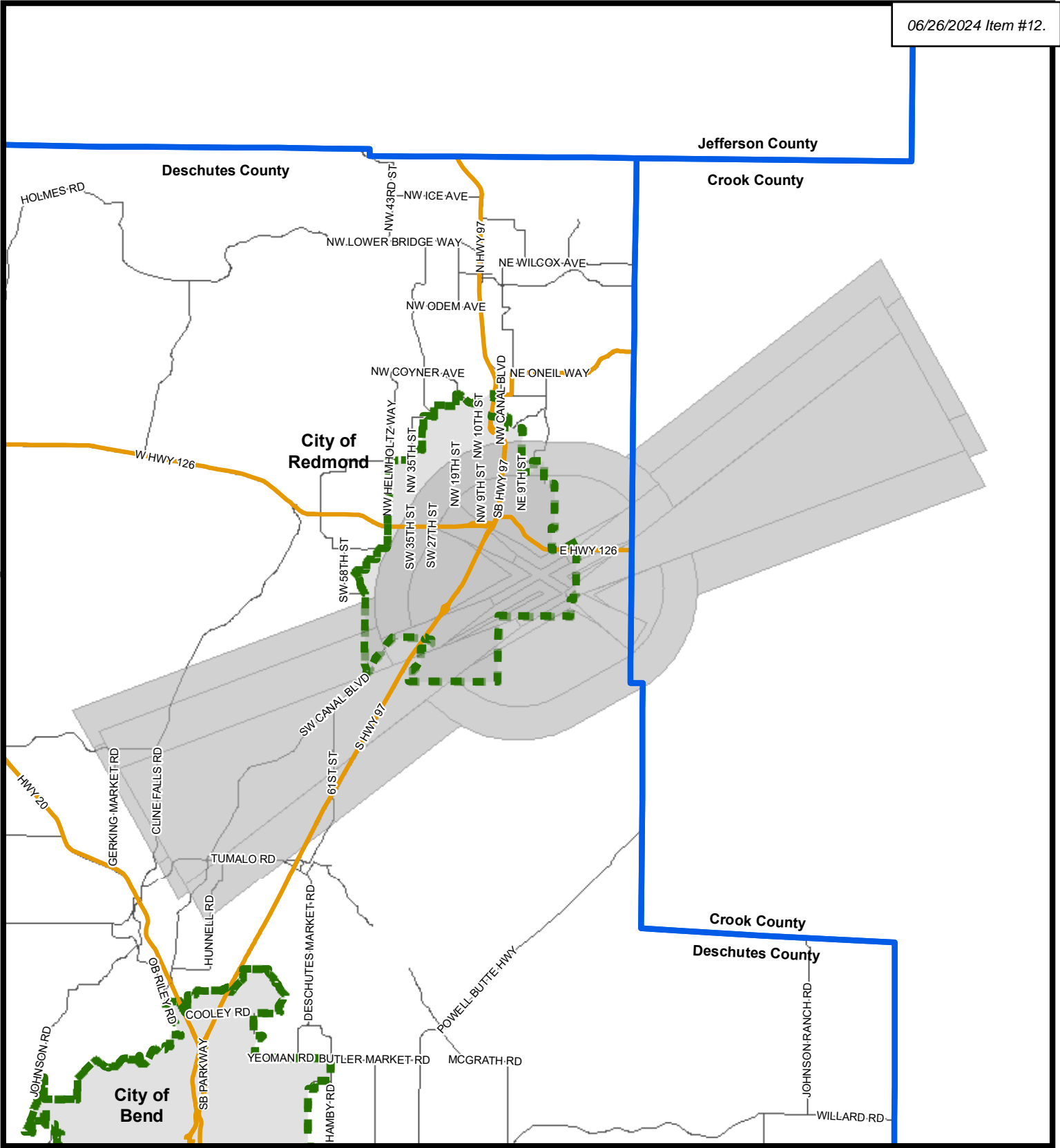




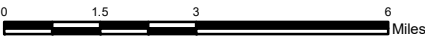


FIGURE 1 PROPOSED ZONING MAP CHANGE

Exhibit "B"
to Ordinance 2024-002

Legend

-  Highway
-  County Boundary
-  Part 77 Surfaces
-  Urban Growth Boundary



February 21, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair, Chair

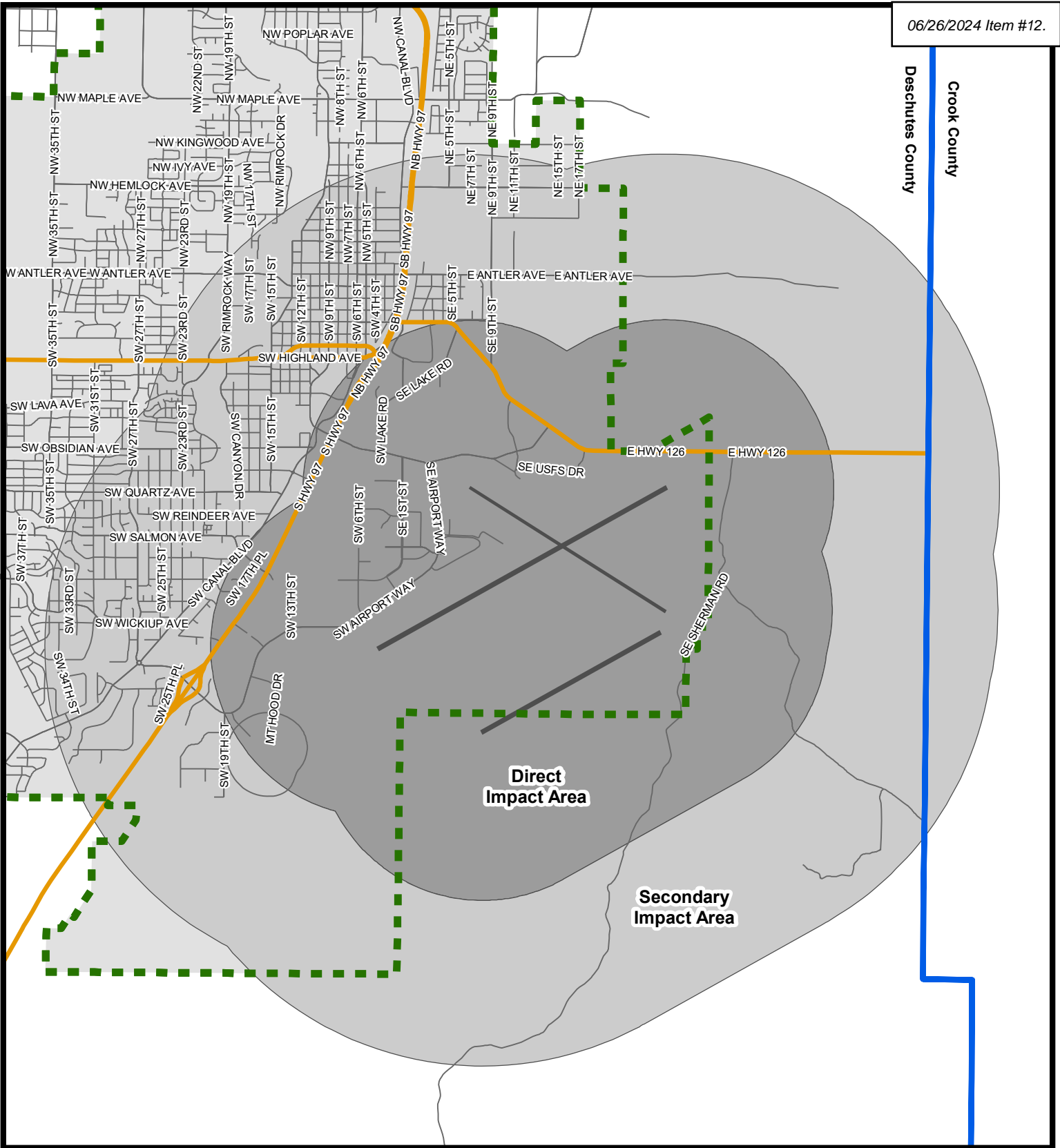
Anthony DeBone, Vice Chair

Phil Chang, Commissioner






ATTEST: Recording Secretary

Dated this _____ day of _____, 2024
Effective Date: _____, 2024

Deschutes County
Crook County

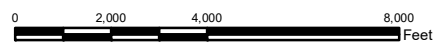


Legend

-  Highway
-  Direct Impact Area
-  Secondary Impact Area
-  County Boundary
-  Redmond Urban Growth Boundary

**FIGURE 3
PROPOSED ZONING MAP CHANGE**

Exhibit "B"
to Ordinance 2024-002



February 21, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair, Chair

Anthony DeBone, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this _____ day of _____, 2024
Effective Date: _____, 2024

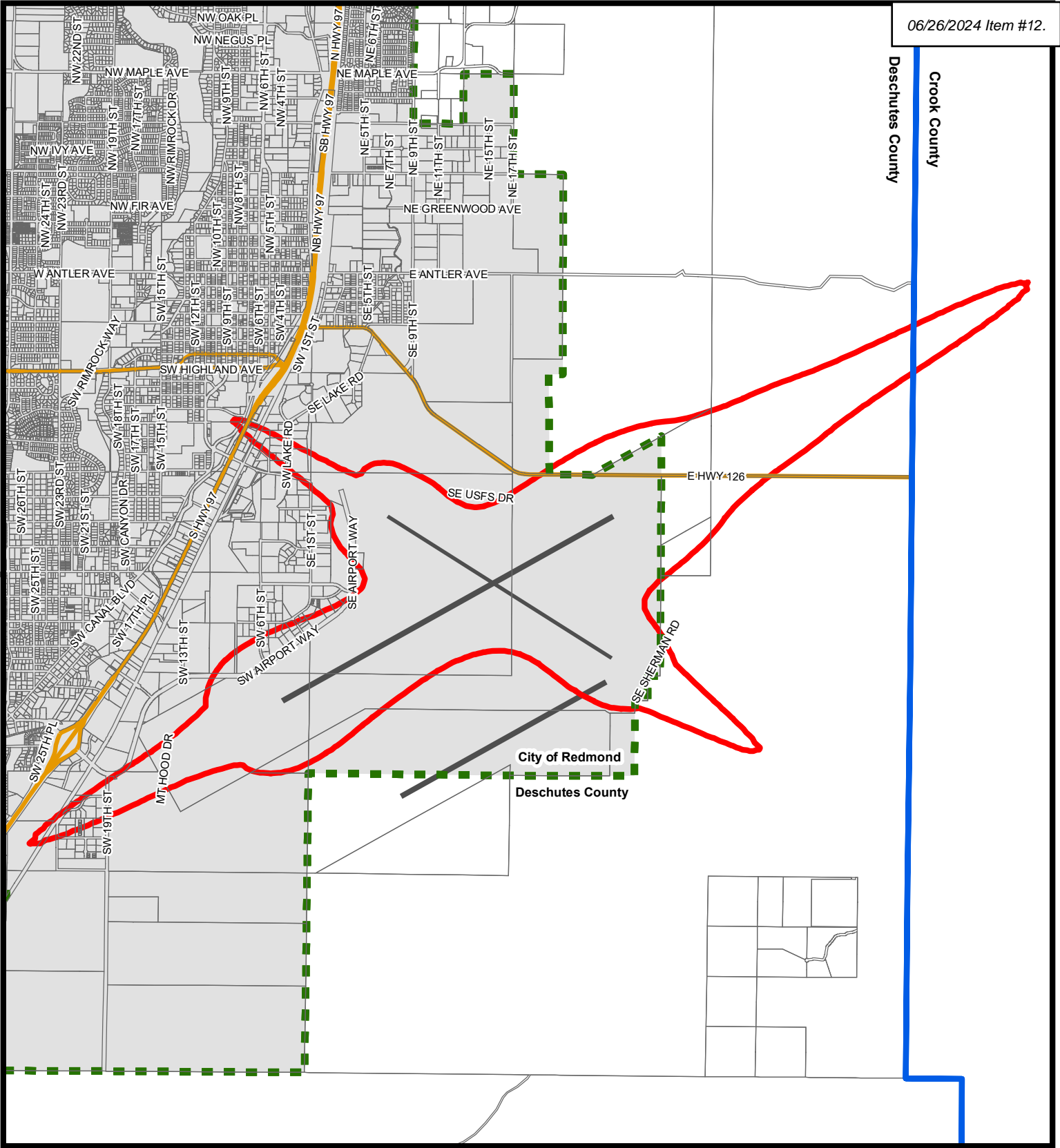





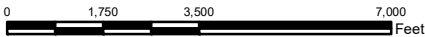


FIGURE 4 PROPOSED ZONING MAP CHANGE

Exhibit "B"
to Ordinance 2024-002

Legend

-  Highway
-  Runway
-  Noise Contour (55 DNL)
-  County Boundary
-  Redmond Urban Growth Boundary



February 21, 2024

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

Patti Adair, Chair

Anthony DeBone, Vice Chair

Phil Chang, Commissioner

ATTEST: Recording Secretary

Dated this _____ day of _____, 2024
Effective Date: _____, 2024



EXHIBIT C - PROPOSED TEXT AMENDMENTS

FILE NUMBER(S): 247-23-000252-TA

SUBJECT PROPERTY: The subject Airport Safety (AS) Combining Zone and 55 DNL noise contour boundaries are associated with the Redmond Municipal Airport (Airport), which includes the following addresses and tax lots:

• **Tax Lot 1513220000100**

- 1050 SE Sisters Ave
- 1050 SE Sisters Ave (A-B)
- 1120 SE Sisters Ave
- 1120 SE Sisters Ave (A-E)
- 1300 SE USFS Dr
- 1320 SE USFS Dr
- 1350 SE USFS Dr
- 1410 SE USFS Dr (A-B)
- 1552 SE USFS Dr
- 1605 SE Ochoco Way
- 1694 SE USFS Dr
- 1900 SE Airport Way (A-1 to A-3; B; C-1 to C-2; D; E; F-1 to F-14; G1 to G14; H to V)
- 2215 SE USFS Dr
- 2234 SE 6th St
- 2234 SE Salmon Ave
- 2700 SE Airport Way
- 625 SE Salmon Ave
- 644 SE Salmon Ave
- 645 SE Salmon Ave
- 665 SE Salmon Ave
- 675 SE Salmon Ave
- 679 SE Salmon Ave
- 681 SE Salmon Ave
- 683 SE Salmon Ave
- 685 SE Salmon Ave
- 687 SE Salmon Ave
- 689 SE Salmon Ave
- 691 SE Salmon Ave
- 693 SE Salmon Ave
- 701 SE Salmon Ave
- 705 SE Salmon Ave
- 743 SE Salmon Ave
- 765 SE Salmon Ave
- 875 SE Veteran's Way
- 880 SE Veteran's Way
- 888 SE Veteran's Way (A to G; H-1 to H-2; I-1 to I-7; J-1 to J-2; K-1 to K-7)
- 905 SE Salmon Ave
- 907 SE Salmon Ave
- 911 SE Salmon Ave

• **Tax Lot 1513000001500**

- 1730 SE Ochoco Way
- 1740 SE Ochoco Way
- 1764 SE Ochoco Way
- 2000 SE USFS DR (A to D)

• **Tax Lot 1513000001503**

- 3840 SW Airport Way

• **Tax Lot 1513280000101**

- 3000 SW Airport Way

APPLICANT: City of Redmond
411 SW 9th St
Redmond, OR 97756

Redmond Municipal Airport
2522 Jesse Butler Cir
Redmond, OR 97756

REQUEST: The applicant, City of Redmond, has applied for a Text Amendment to the Airport Safety (AS) Combining Zone (DCC 18.80.030) to update the Runway and Approach information and a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (Average Day-Night Sound Level) noise contour boundaries.

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: tarik.rawlings@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

I. APPLICABLE CRITERIA:

Deschutes County Code

- Title 18, Deschutes County Zoning Ordinance:
 - Chapter 18.04, Title, Purpose and Definitions
 - Chapter 18.76, Airport Development Zone
 - Chapter 18.80, Airport Safety Combining Zone (AS)
 - Chapter 18.136, Amendments

- Title 22, Deschutes County Development Procedures Ordinance
 - Chapter 22.12, Legislative Procedures

- Title 23, Deschutes County Comprehensive Plan
 - Chapter 3, (Rural Growth Management), Section 3.4, Rural Economy

Oregon Revised Statutes

- ORS 836.610
- ORS 836.616

Oregon Administrative Rules

- OAR Chapter 660, Division 15, Statewide Planning Goals 1-14
- OAR Chapter 660, Division 12, Transportation
- OAR Chapter 660, Division 13, Airport Planning

II. PROPOSED TEXT AMENDMENTS:

The proposed text amendments are also detailed in the referenced applicant's burden of proof materials, included as an attachment. Below are the proposed changes with removed text shown in ~~strikethrough~~ and newly-added text identified by underline.

Title 18, County Zoning:

Chapter 18.80 Airport Safety Combining Zone; A-S

Section 18.80.030 Redmond Municipal Airport

The Redmond Municipal Airport is a Category 1, Commercial Service Airport. Its function is to accommodate scheduled major/national or regional commuter commercial air carrier service. The two existing approximately 7,040' long by 100'-150' wide, "other than utility" paved runways are located at an airport elevation of 3,080.7' 3,077'. The proposed extension to ~~runway 4-22~~ the primary runway and the planned new parallel runway are both identified on the FAA-adopted Airport Layout Plan. Therefore, these improvements are used in the layout of the Airport Safety and Combining Zone. The same safety zone dimensional standards used for ~~Runway 4-22~~ the primary runway will also apply to the planned parallel runway.

- A. Primary Surface – For Redmond, the primary surfaces are 1,000' wide by 7,406' 7,440' long for the crosswind runway Runway 10-28, 1,000' wide by 9,100' long for the primary runway Runway 4-22, and 1,000' wide by 6,600' 7,400' long for the proposed new parallel runway.
- B. Transitional Surface – The surfaces extend outward and upward at right angles to the runway centerline and the runway centerline extended at a slope of 7:1 from the sides of the primary surface and from the sides of the approach surfaces. Transitional surfaces for those portions of the precision approach surface which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at right angles to the runway centerline.
- ~~B. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. Runway 4-22 and the planned parallel runway will both have precision approaches. Runway 10-28 has a non-precision approach on each end. The precision RPZ forms a 1,000' wide by 2,500' long by 1,750' wide trapezoid while the non-precision RPZ forms a 500' wide by 1,700' long by 1,010' wide trapezoid.~~
- C. Approach Surface – The current ILS precision approach surface to the primary runway runway 22 and the planned precision approaches to the Runway 4 and future parallel runway 4-22, are 1,000' wide by 50,000' long by 16,000' wide, with an upward approach slope ratio of 50:1 (one foot vertical for each 50 feet horizontal) for the first 10,000', then a slope ratio of 40:1 for the remaining 40,000'. The non-precision approach surface is 500' wide by 10,000' long by 3,500' wide, with an upward approach slope ratio of 34:1.

- D. Horizontal Surface – The surface boundary is comprised of connected arcs drawn 10,000 feet outward and centered on the ends of the primary surface. The elevation of the horizontal surface for the Redmond Airport is 3,227 230 feet (150' above airport elevation).
- E. Conical Surface – The surface extends outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000' up to an elevation of 3,430.7'.
- F. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. The primary runway and the planned parallel runway will both have precision approaches. The crosswind runway has a non-precision approach on each end. The precision RPZ forms a 1,000' wide by 2,500' long by 1,750' wide trapezoid while the non-precision RPZ forms a 1,000' wide by 1,700' long by 1,510' wide trapezoid. The RPZ begins 200' from the surveyed runway end point.

**HEARINGS OFFICER RECOMMENDATION
REDMOND AIRPORT MASTER PLAN (RAMP) UPDATE - TEXT AMENDMENT**

FILE NUMBER(S): 247-23-000252-TA

SUBJECT PROPERTY: The Airport Safety Combining Zone and 55 DNL noise contour boundaries are associated with the Redmond Municipal Airport ("Airport"), which includes the following addresses and tax lots:

• **Tax Lot 1513220000100**

- 1050 SE Sisters Ave
- 1050 SE Sisters Ave (A-B)
- 1120 SE Sisters Ave
- 1120 SE Sisters Ave (A-E)
- 1300 SE USFS Dr
- 1320 SE USFS Dr
- 1350 SE USFS Dr
- 1410 SE USFS Dr (A-B)
- 1552 SE USFS Dr
- 1605 SE Ochoco Way
- 1694 SE USFS Dr
- 1900 SE Airport Way (A-1 to A-3; B; C-1 to C-2; D; E; F-1 to F-14; G1 to G14; H to V)
- 2215 SE USFS Dr
- 2234 SE 6th St
- 2234 SE Salmon Ave
- 2700 SE Airport Way
- 625 SE Salmon Ave
- 644 SE Salmon Ave
- 645 SE Salmon Ave
- 665 SE Salmon Ave
- 675 SE Salmon Ave
- 679 SE Salmon Ave
- 681 SE Salmon Ave
- 683 SE Salmon Ave
- 685 SE Salmon Ave
- 687 SE Salmon Ave
- 689 SE Salmon Ave
- 691 SE Salmon Ave
- 693 SE Salmon Ave
- 701 SE Salmon Ave
- 705 SE Salmon Ave
- 743 SE Salmon Ave
- 765 SE Salmon Ave
- 875 SE Veteran's Way
- 880 SE Veteran's Way
- 888 SE Veteran's Way (A to G; H-1 to H-2; I-1 to I-7; J-1 to J-2; K-1 to K-7)
- 905 SE Salmon Ave
- 907 SE Salmon Ave
- 911 SE Salmon Ave

• **Tax Lot 1513000001500**

- 1730 SE Ochoco Way
- 1740 SE Ochoco Way
- 1764 SE Ochoco Way
- 2000 SE USFS DR (A to D)

• **Tax Lot 1513000001503**

- 3840 SW Airport Way

• **Tax Lot 1513280000101**

- 3000 SW Airport Way

APPLICANT: City of Redmond
411 SW 9th St
Redmond, OR 97756

Redmond Municipal Airport
2522 Jesse Butler Cir
Redmond, OR 97756

REQUEST: The City of Redmond (“Applicant”) applied for a Text Amendment to the Airport Safety (“AS”) Combining Zone (DCC 18.80.030) to update the Runway and Approach information and a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (“Average Day-Night Sound Level”) noise contour boundaries.

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: tarik.rawlings@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

I. APPLICABLE CRITERIA

Deschutes County Code

- Title 18, Deschutes County Zoning Ordinance:
 - Chapter 18.04, Title, Purpose and Definitions
 - Chapter 18.76, Airport Development Zone
 - Chapter 18.80, Airport Safety Combining Zone (AS)
 - Chapter 18.136, Amendments
- Title 22, Deschutes County Development Procedures Ordinance
 - Chapter 22.12, Legislative Procedures
- Title 23, Deschutes County Comprehensive Plan
 - Chapter 3, (Rural Growth Management), Section 3.4, Rural Economy

Oregon Revised Statutes

- ORS 836.610
- ORS 836.616

Oregon Administrative Rules

- OAR Chapter 660, Division 15, Statewide Planning Goals 1-14
- OAR Chapter 660, Division 12, Transportation
- OAR Chapter 660, Division 13, Airport Planning

II. BASIC FINDINGS

LOT OF RECORD: DCC 22.04.040(B) does not require lot of record verification for Text Amendment applications and, as a result, lot of record verification is not required for the subject application.

SITE DESCRIPTION: The AS Combining Zone and 55 Day-Night Sound Level (“DNL”) noise contour boundary includes the Redmond Municipal Airport (“Roberts Field”) and surrounding properties affected by the imaginary surfaces of the AS Combining Zone, which collectively total approximately 1,934 acres. The Redmond Municipal Airport is developed with a number of aviation-related uses including taxiways, runways, internal roads and parking areas, and several structures. The Tax Lots associated with the Redmond Municipal Airport (1513220000100, 1513000001500, 1513000001503, 1513280000101) abut or contain several City of Redmond roadways to the west and north (SE Jesse Butler Cr [city local], SE Salmon Ave [city local], SE 6th St [city local], SE Airport Way [city arterial], SE Veteran’s Way [city arterial], SE Sisters Ave [city local], SE USFS Dr [city local], SE 10th St [city local]). Highway 126 (a State Primary Highway) adjoins the Airport property along its northern boundary. SE Sherman Rd and Redmond-Powell Butte Market Road border the Airport property to the east and are functionally classified as County-owned Rural Local roadways. Additional portions of SE Sherman Rd (to the east of the Airport) are owned and maintained by the Bureau of Land Management (“BLM”) and are functionally classified as Rural Local roadways.

PROPOSAL: The submitted Burden of Proof includes the following background on why this Text Amendment is necessary for the Airport:

“The applicant, City of Redmond, owner of the Redmond Municipal Airport, proposes the enclosed amendments to the text of Chapter 18.80 of the Deschutes County Zoning Ordinance and the County’s Official Zoning Map to reflect the proposed improvements identified in the 2018 Airport Master Plan.

The Airport Master Plan evaluated the Airport’s needs over a 20-year planning period for airfield, airspace, terminal area, and landside facilities. The goal of the plan was to document the orderly development of Airport facilities essential to meeting City needs, in accordance with FAA standards, and in a manner complementary with community interests. The Plan resulted in a 20-year development strategy envisioned by the City of Redmond, reflective of the updated Airport Capital Improvement Program (CIP), and graphically depicted by the Airport Layout Plan (ALP) drawings. The approved Plan allows the City to satisfy FAA assurances and seek project funding eligible under the respective federal and state airport aid program. City of Redmond Ordinance No. 2018-18 updated the Redmond Transportation System Plan, inclusive of the 2018 Airport Master Plan, making it the transportation element of the Redmond Comprehensive Plan.”

The proposed language of the Text Amendment is included as Attachment 1 and summarized as follows:

- The Applicant proposes to change the introductory language of DCC 18.80.030 including changes to airport elevation, and descriptions of the existing runways.

- The Applicant proposes to change the Primary Surface, Approach Surface, and Horizontal Surface dimensional description(s) at DCC 18.80.030(A, C, and D).
- The Applicant proposes to remove the existing language of DCC 18.80.030(B) and replace it with a description of the Airport's Transitional Surface.
- The Applicant proposes to add descriptions of the Airport's Conical Surface and Runway Protection Zone at DCC 18.80.030(E) and (F), respectively.

PUBLIC AGENCY COMMENTS: The Planning Division mailed notice on September 19, 2023, to several public agencies and received the following comments:

Deschutes County Building Safety Division, Randy Scheid, September 20, 2023:

"The Deschutes County Building Safety Divisions code mandates that Access, Egress, Setbacks, Fire & Life Safety, Fire Fighting Water Supplies, etc. must be specifically addressed during the appropriate plan review process with regard to any proposed structures and occupancies.

Accordingly, all Building Code required items will be addressed, when a specific structure, occupancy, and type of construction is proposed and submitted for plan review."

The following agencies/entities did not respond to the notice: Arnold Irrigation District, Bend Metro Parks & Rec., BLM Prineville District, Department of Environmental Quality, Department of Forestry, Department of Geology and Mineral Industries, Department of State Lands, Deputy State Fire Marshal, Deschutes County Assessor, Deschutes County Environmental Soils Division, Deschutes County Fire Adapted Communities Coordinator, Deschutes County Forester, Deschutes County Road Department, Deschutes County Sheriff, Deschutes National Forest, ODOT Region 4 Planning, Oregon Department of Agriculture, Oregon Department of Water Resources, Redmond Area Parks & Rec. District, Redmond City Planning, Redmond Fire & Rescue, Swalley Irrigation District, Terrebonne Domestic Water District, Three Sisters Irrigation District, Watermaster – District 11, BNSF Railway, Cascade Natural Gas Co., Central Electric Co-op, Oregon Department of Aviation, Redmond Airport, Redmond Public Works, and Redmond School District.

PUBLIC COMMENTS: The Planning Division mailed notice of the application to all property owners whose property would be affected by the new AS Combining Zone and 55 DNL noise contour boundaries on September 20, 2023. Comments were received from Central Oregon Irrigation District ("COID") and Dorinne Tye.

COID, Spencer Stauffer, September 22, 2023:

"Re: 247-23-000252-TA

Deschutes County Assessor's Map 15-13-00, Tax Lots 1500 and 1503

Deschutes County Assessor's Map 15-13-22, Tax Lot 100

Deschutes County Assessor's Map 15-13-28, Tax Lot 101

Please be advised that Central Oregon Irrigation District (COID) has reviewed the Text Amendment to the Airport Safety (AS) Combining Zone (DCC 18.80.030) to update the Runway and Approach

information and corresponding update amending the AS Zoning Map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (Average Day-Night Sound Level) noise contour boundaries. (dated August 29, 2023). COID has no facilities or water rights on the subject property (TAXLOT: 15-13-00, Tax Lots 1500 and 1503, 15-13-22, Tax Lot 100, 15-13-28, Tax Lot 101)."

Dorinne Tye, November 7, 2023

An email was received, during the conduct of the November 7, 2023 Hearing, from Dorinne Tye ("Tye"). The Tye email raised a number of issues and objections to the proposal in this case. The Hearings Officer attempted to identify and characterize Tye's email issues below.

Tye stated that aircraft noise creates negative psychological and general health impacts. The Hearings Officer considered Tye's "noise" impact comments in the findings for any relevant approval criterion.

Tye asserted that "shifting noise contours requires avigation easements." Tye provided no legal citations to assist the Hearings Officer regarding what relevant approval criteria/criterion the "avigation easement" argument applied. Further, Tye failed to provide citations or other legal authority, with sufficient specificity, to allow the Hearings Officer to comprehend or analyze the "avigation easement" issue.

Tye asserted that shifting noise contours may violate one or more EPA guidelines. The Hearings Officer finds that Tye failed to develop the "EPA" argument with sufficient specificity to allow the Hearings Officer to comprehend and analyze that issue.

Tye suggested that Applicant's proposed shifting of noise contours violates the US Constitutional provision that prohibits the taking of private property without just compensation. Tye did reference the U.S. Supreme Court case *Nollan v. California Coastal Commission* in the context of the "taking" issue. Tye indicated that the court in *Nollan* required a "nexus" test to be satisfied. The Hearings Officer finds that Tye failed to connect the *Nollan* "nexus" test, with sufficient specificity, to the present application. The Hearings Office finds that Tye failed to provide specific facts or evidence to support her *Nollan* argument(s). The Hearings Officer finds that Tye failed to adequately develop the *Nollan* "nexus" test argument such that the Hearings Officer could provide a legally competent response.

Tye asserted that the process leading up to the issuance of the Staff Report and the hearing in this case did not provide for adequate citizen involvement. The Hearings Officer addresses Tye's "citizen involvement" argument in the findings for relevant approval criterion below.

Tye stated that "there must be adequate consideration and mitigation of airside impacts and related road traffic impacts, especially from an airport..." The Hearings Officer notes that Tye raised no specific road traffic impacts that should be considered in a negative or positive light. The Hearings Officer addresses traffic impacts in the findings for relevant approval criterion below.

Tye referenced an "Airport Easement Ordinance" and stated that such law had been found unconstitutional. The Hearings Officer opened the internet link in Tye's email and determined the referenced Oregon Land Use Board of Appeals decision related to a Hillsboro, Oregon ordinance. The Hearings Officer finds Tye did not provide any legal authority that would lead the Hearings Officer to conclude that a Hillsboro ordinance was relevant to this case.

NOTICE REQUIREMENT: As mentioned previously, on September 20, 2023, the Planning Division mailed notice to all property owners whose property would be affected by the new AS Combining Zone and 55 DNL noise contour boundaries. This type of notice is commonly referred to as a Measure 56 Notice. A separate Notice of Application was mailed to relevant agencies on September 19, 2023. A Notice of Public Hearing was published in the Bend Bulletin on Sunday, October 8, 2023. Notice of the first evidentiary hearing was submitted to the Department of Land Conservation and Development on September 18, 2023. The Applicant complied with the posted notice requirements outlined in DCC 22.24.030(B) and submitted a Land Use Sign Affidavit confirming that the required notice was posted on October 25, 2023, for at least 10 days prior to the scheduled public hearing date of November 7, 2023.

REVIEW PERIOD: According to Deschutes County Code ("DCC") 22.20.040(D), the review of the proposed quasi-judicial Text Amendment application is not subject to the 150-day review period.

III. FINDINGS & CONCLUSIONS

Preliminary Findings. A public hearing was held on November 7, 2023 (the "Hearing") providing the Applicant, Deschutes County Planning Staff ("County Staff") and members of the public an opportunity to provide oral and written comments related to the application in this case. Only the Applicant and County Staff offered oral testimony and written comments at the Hearing. One person submitted written comments (Tye email referenced above) in opposition. With the exception of the Tye email submission there is no evidence or argument in the record to dispute specific sections or language contained in the Staff Report. The Hearings Officer incorporates the Hearings Officer's comments included in the Public Comments section above, related to the Tye email, as additional findings for this section.

The Staff, in the Staff Report (page 11), opined that the policies set forth in the Deschutes County Comprehensive Plan Section 3.4 Rural Economy Policy 3.4.6 are not a specific approval criterion. Staff stated that if the Hearings Officer concluded that these policies were relevant approval criteria the Hearings Officer should provide findings in support of the Hearings Officer's position. The Hearings Officer concurs with Staff that the policies (i.e., Policy 3.4.6) are not mandatory approval criterion.

Finally, as noted above, only the Tye email raised any issues with the Staff Report. Specifically, the Tye email raised questions concerning noise, citizen involvement and transportation related findings. The Hearings Officer supplemented the Staff findings related to noise, citizen involvement and transportation issues. Therefore, except as noted above, the Hearings Officer adopts the Staff findings in the Staff Report as the Hearings Officer's findings.

Title 18 of the Deschutes County Code, County Zoning

Chapter 18.136, Amendments

Section 18.136.010, Amendments

DCC Title 18 may be amended as set forth in DCC 18.136. The procedures for text or legislative map changes shall be as set forth in DCC 22.12. A request by a property owner for a quasi-judicial map amendment shall be accomplished by filing an application on forms provided by the Planning Department and shall be subject to applicable procedures of DCC Title 22.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The Applicant, as the property owner, requested a quasi-judicial Text Amendment with corresponding quasi-judicial Map Amendment. The Applicant has filed the required land use application forms for the proposal. The application will be reviewed utilizing the applicable procedures contained in Title 22 of the Deschutes County Code.

DCC 22.04.020 includes the following definition:

‘Quasi-judicial’ zone change or plan amendment generally refers to a plan amendment or zone change affecting a single or limited group of property owners and that involves the application of existing policy to a specific factual setting. (The distinction between legislative and quasi-judicial changes must ultimately be made on a case-by-case basis with reference to case law on the subject.)

The subject application is not a request to change the zoning or Comprehensive Plan designation of the subject property. However, as described below, the quasi-judicial process of a Comprehensive Plan Amendment is the most applicable guidance regarding Text Amendments that are not squarely legislative. Therefore, staff includes the definition of a quasi-judicial process above for reference and also addresses the provisions of DCC 22.28.030, below, regarding final action on Comprehensive Plan amendments. Potentially relevant to this case, the Bend Municipal Airport most recently went through a Text Amendment in Deschutes County file 247-20-000482-TA. The Hearings Officer decision for file 247-20-000482-TA made the following findings regarding whether the application should be processed as a quasi-judicial Text Amendment:

Based on the foregoing, the Hearings Officer finds that, in this case, the ultimate adoption of the Text Amendments is a two-step process. The role of the Hearings Officer is to apply the law, not to change it. In the first step of the process, the Applicant has a right under the DCC to submit and to have considered an application to amend the Code’s text. This phase of the process is quasi-judicial in nature and it is appropriate to have a hearing and to build a record following the principles of a quasi-judicial process. As part of that process, the Hearings Officer is addressing the application of the County’s exiting laws. The second step of the process is for the Deschutes County Board of Commissioners (“Board”) to adopt an ordinance to incorporate any text

amendments to the Code. Amendments to the text of a zoning ordinance are a change in the County's law, and only the Board can make such a change. In other words, the Hearings Officer is without authority to amend the County's Code. The Hearings Officer, however, can make a recommendation to the Board based on what develops in the quasi-judicial phase of the process.

The Oregon Supreme Court case Strawberry Hill 4 Wheelers provides guidance on how to distinguish between a legislative and quasi-judicial process, and outlines a three-part test that continues to be applied throughout case law. The Court of Appeals applied and expanded on the Strawberry Hill 4 Wheelers decision in Hood River Valley v. Board of Cty. Commissioners, 193 Or App 485, 495, 91 P3d 748 (2004):

Given those concerns, '[t]he fact that a policymaking process is circumscribed by * * * procedural requirements [such as public hearings] does not alone turn it into an adjudication.' *Id.* at 604. Rather, at least three other considerations generally bear on the determination of whether governmental action represented an 'exercise of * * * quasi-judicial functions.' ORS 34.040(1). First, does 'the process, once begun, [call] for reaching a decision,' with that decision being confined by preexisting criteria rather than a wide discretionary choice of action or inaction? Strawberry Hill 4 Wheelers, 287 Or at 604. Second, to what extent is the decision-maker 'bound to apply preexisting criteria to concrete facts'? *Id.* at 602-03. Third, to what extent is the decision 'directed at a closely circumscribed factual situation or a relatively small number of persons'? *Id.* at 603.

Those three general criteria do not, however, describe a bright-line test. As we noted in Estate of Gold v. City of Portland, 87 Or App 45, 51, 740 P2d 812, rev den, 304 Or 405 (1987), Strawberry Hill 4 Wheelers 'contemplates a balancing of the various factors which militate for or against a quasi-judicial characterization and does not create [an] 'all or nothing' test[.]' (Citation omitted.) In particular, we noted that the criteria are applied in light of the reasons for their existence-viz., 'the assurance of correct factual decisions' and 'the assurance of 'fair attention to individuals particularly affected.'" Estate of Gold, 87 Or App at 51 (quoting Strawberry Hill 4 Wheelers, 287 Or at 604).

As noted above, the Strawberry Hill 4 Wheelers test requires a case-specific analysis of all three factors in combination. Individuals most affected by the proposed Text Amendment include the Redmond Municipal Airport and neighboring property owners, all of whom were mailed notice pursuant to DCC 22.24.030.

Staff addresses each component of the Strawberry Hill 4 Wheelers test below:

Results in a decision

The applicant has submitted an application for a Text Amendment, in order to amend text related to the Redmond Airport's AS Combining Zone in DCC 18.80.030 and to update applicable AS overlay zoning boundaries and 55 DNL noise contour boundaries identified in associated zoning maps and County records. The request will result in either an approval or a denial, and a decision will be issued by the Board of County Commissioners (Board) pursuant to DCC Title 22. As opposed to a policy change initiated by staff or decision-makers, which has a wide discretionary choice between action and inaction,

the subject request was submitted as a land use application by the property owner and the County must take final action on it. Staff finds the subject amendment clearly meets this component of the Strawberry Hill 4 Wheelers test and may be considered a quasi-judicial process.

Apply existing criteria

The subject request is being reviewed based on criteria in DCC Chapter 18.136, Amendments, and applicable state statutes. Oregon Revised Statutes (ORS) 836.616, Rules for airport uses and activities, provides a list of the uses that may be permitted within an airport under a local jurisdiction's land use code. Staff is unclear about the specific applicability of ORS 836.616 to the subject application as there are no changes to permitted uses within the Airport, but includes that provision, below if the Hearings Officer finds it applies to the subject application. The application is being reviewed to confirm compliance with the DCC along with applicable OARs and ORSs, and staff therefore finds existing criteria are being applied to the subject application. Consequently, the application meets this component of the Strawberry Hill 4 Wheelers test for a quasi-judicial process.

Small number of persons

The AS Combining Zone encompasses the Airport, with the Zone's imaginary surfaces located above a limited number of surrounding properties. The subject property from within the AS Combining Zone is based is owned and operated by the City of Redmond, who manages leases and oversees uses within the Redmond Municipal Airport. While staff notes the Redmond Municipal Airport is utilized by members of the public and various businesses, changes to the airports imaginary surfaces and 55 DNL noise contour boundaries can only be established on the property if the City of Redmond initiates or authorizes an application. The subject request will impact the development potential of the Airport property and a limited number of surrounding properties. Therefore, staff finds the subject request complies with this component of the Strawberry Hill 4 Wheelers test and may be categorized as quasi-judicial.

When the factors above are considered in combination, staff finds they indicate the subject Text Amendment is a quasi-judicial process. As noted in Hood River Valley v. Board of Cty. Commissioners, the differentiation between a legislative and quasi-judicial process is important to ensure all affected parties are given a fair process. In this case the proposal was noticed to all property owners who would potentially be affected by the proposal and processing the request through a quasi-judicial process will provide for a public hearing before a Hearings Officer and final action by the Board. For these reasons, staff finds the request meets the three-part test outlined in Strawberry Hill 4 Wheelers as well as the intent of a quasi-judicial process."

Title 22 of the Deschutes County Code, Development Procedures Ordinance

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: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“As described above, staff finds the subject request is a quasi-judicial Text Amendment. However, the procedural steps will be similar to those outlined in the Hearing’s Officer decision for file 247-20-000482-TA, which finds amendments to allowed airport uses carry the qualities of a legislative act. The subject amendments will be adopted through an ordinance, consistent with the process for a legislative amendment. The Planning Director has exercised their discretion not to set a hearing before the Planning Commission.”

Section 22.12.020, 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.**
- B. Posted Notice. Notice shall be posted at the discretion of the Planning Director and where necessary to comply with ORS 203.045.**
- 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.**
- D. Media Notice. Copies of the notice of hearing shall be transmitted to other newspapers published in Deschutes County.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“Notice of the proposed Text Amendment was published in the Bend Bulletin. As noted above, the applicant complied with the posted notice requirement and staff mailed notice to all property owners who would be affected by the newly-proposed AS zoning and 55 DNL noise contour boundaries. Notice was provided to the County public information official for wider media distribution.”

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 Commissioners or the Planning Commission.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The applicant has submitted the required fees and requested a Text Amendment. Staff finds the applicant is granted permission under this criterion to initiate a legislative change and has submitted the necessary fee and materials."

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.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"As described above, the subject application meets the definition of a quasi-judicial application. For this reason, this application was referred to a Hearings Officer rather than the Planning Commission for a recommendation. The adoption of the proposed text amendments will follow a legislative process because it must be approved by the Board. For the purpose of this criterion, staff notes the application has properties of both a quasi-judicial and legislative amendment."

- 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: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The subject application was not initiated by the Board. Staff finds this criterion does not apply."

Section 22.12.050, Final Decision

All legislative changes shall be adopted by ordinance.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"Staff finds this criterion requires action by the Board to effect any legislative changes to Deschutes County Code. If the proposed Text Amendment is approved, it will become effective through the Board adoption of an ordinance."

Chapter 22.28, Land Use Action Decisions

Section 22.28.030, Decision On Plan Amendments And Zone Changes

- A. Except as set forth herein, the Hearings Officer or the Planning Commission when acting as the Hearings Body shall have authority to make decisions on all quasi-judicial zone changes and plan amendments. Prior to becoming effective, all quasi-judicial plan amendments and zone changes shall be adopted by the Board of County Commissioners.**
- B. In considering all quasi-judicial zone changes and those quasi-judicial plan amendments on which the Hearings Officer has authority to make a decision, the Board of County Commissioners shall, in the absence of an appeal or review initiated by the Board, adopt the Hearings Officer's decision. No argument or further testimony will be taken by the Board.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"As detailed above, staff finds the proposal should be viewed as a quasi-judicial plan amendment. For this reason, staff finds these criteria apply. This application is being referred to a Hearings Officer for a recommendation. If an appeal is not filed and the Board does not initiate review, the Board shall adopt the Hearings Officer's recommendation as the decision of the county."

- C. Plan amendments and zone changes requiring an exception to the goals or concerning lands designated for forest or agricultural use shall be heard de novo before the Board of County Commissioners without the necessity of filing an appeal, regardless of the determination of the Hearings Officer or Planning Commission. Such hearing before the Board shall otherwise be subject to the same procedures as an appeal to the Board under DCC Title 22.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The subject Text Amendment does not require a goal exception and does not concern lands designated for forest or agricultural use as the base zoning of the airport subject property is within the City of Redmond's jurisdiction. For this reason, a de novo hearing before the Board is not required."

- D. Notwithstanding DCC 22.28.030(C), when a plan amendment subject to a DCC 22.28.030(C) hearing before the Board of County Commissioners has been consolidated for hearing before the hearings Officer with a zone change or other permit application not requiring a hearing before the board under DCC 22.28.030(C), any party wishing to obtain review of the Hearings Officer's decision on any of those other applications shall file an appeal. The plan amendment shall be heard by the Board consolidated with the appeal of those other applications.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"No other application is being consolidated with the subject Text Amendment. Staff finds this criterion

does not apply.”

Deschutes County Comprehensive Plan

Transportation System Plan

Section 3.4, Rural Economy

Goal 1. Maintain a stable and sustainable rural economy, compatible with rural lifestyles and a healthy environment.

...

Policy 3.4.6 Support and participate in master planning for airports in Deschutes County

FINDING: The Hearings Officer incorporates the Preliminary Findings related these policies as additional findings. Further, the Hearings Officer finds that the Staff Report findings set forth below and the underlying documentation submitted by the Applicant, constitute substantial evidence in this case. While perhaps not relevant to these findings the Hearings Officer addresses, at the end of this section, Tye email comments related to transportation (road impacts). The Hearings Officer agrees with and therefore adopts the following Staff Report comments:

“The County’s Comprehensive Plan includes a number of guiding policies such as the rural economy goal cited above. In addition, Appendix C - Transportation System Plan includes goals specific to airport planning. Staff finds the relevant Comprehensive Plan policies are implemented through Deschutes County Code, and the Comprehensive Plan goals themselves are not specific approval criteria. However, to the extent the Hearings Officer finds this policy is an applicable approval criterion, staff notes that the proposed text amendments will support master planning for the Redmond Municipal Airport. The subject amendments are proposed to implement the changes within the 2018 Redmond Airport Master Plan, the purpose of which is to document the orderly development of Airport facilities essential to meeting the City of Redmond’s needs, in accordance with FAA standards, and in a manner complementary to community interests.”

Tye, in the Tye email, stated the following related to transportation issues:

“There must be adequate consideration and mitigation of airside impacts and related road traffic impacts, especially from an airport with the highest airborne lead in the state.”

The Hearings Officer finds Tye statement that “there must be adequate consideration” of “road traffic impacts” is a reasonable and fair comment. However, without additional evidence or argument related to how the instant application fails to “adequately consider road traffic” the Hearings Officer is unable to meaningfully respond. The Hearings Officer finds the Tye email comment related to road traffic is not developed sufficiently to allow the Hearings Officer to make a reasonable analysis and decision.

OREGON REVISED STATUTES

Chapter 836 – Airports and Landing Fields

836.610, Local government land use plans and regulations to accommodate airport zones and uses; funding; rules.

- 1) **Local governments shall amend their comprehensive plan and land use regulations consistent with the rules for airports adopted by the Land Conservation and Development Commission under ORS 836.616 and 836.619. Airports subject to the rules shall include:**
 - (a) **Publicly owned airports registered, licensed or otherwise recognized by the Department of Transportation on or before December 31, 1994, that in 1994 were the base for three or more aircraft; and**
 - (b) **Privately owned public-use airports specifically identified in administrative rules of the Oregon Department of Aviation that:**
 - (A) **Provide important links in air traffic in this state;**
 - (B) **Provide essential safety or emergency services; or**
 - (C) **Are of economic importance to the county where the airport is located.**
- (2)(a) **Local governments shall amend their comprehensive plan and land use regulations as required under subsection (1) of this section not later than the first periodic review, as described in ORS 197.628 to 197.651, conducted after the date of the adoption of a list of airports by the Oregon Department of Aviation under subsection (3) of this section.**
- (b) **A state agency or other person may provide funding to a local government to accomplish the planning requirements of this section earlier than otherwise required under this subsection.**
- (3) **The Oregon Department of Aviation by rule shall adopt a list of airports described in subsection (1) of this section. The rules shall be reviewed and updated periodically to add or remove airports from the list. An airport may be removed from the list only upon request of the airport owner or upon closure of the airport for a period of more than three years. [1995 c.285 §4; 1997 c.859 52]**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The AS Combining Zone stems from the Redmond Municipal Airport, which is a publicly-owned airport. The proposed changes relate to dimensions and boundaries of the imaginary surfaces of the AS Combining Zone and the 55 DNL noise contour boundary. No changes to the Airport’s operational uses or activities are proposed and, as a result, the provisions of ORS 836.616 do not apply to the subject application. Additionally, staff recognizes that the underlying zoning for the Airport is based on City of Redmond zoning districts over which the County has no jurisdiction for the Airport’s allowed uses or activities.”

836.619, State compatibility and safety standards for land uses near airports; rules.

Following consultation with the Oregon Department of Aviation, the Land Conservation and Development Commission shall adopt rules establishing compatibility and safety standards for uses of land near airports identified in ORS 836.610 (Local government land use plans and regulations to accommodate airport zones and uses) (1). [1997 c.859 §8 (enacted in lieu of 836.620)]

FINDING: Applicable Oregon Administrative Rules are addressed below.

OREGON ADMINISTRATIVE RULES CHAPTER 660, LAND CONSERVATION AND DEVELOPMENT DEPARTMENT

Division 13 – Airport Planning

OAR 660-013-0010, Purpose and Policy

- (1) *This division implements ORS 836.600 through 836.630 and Statewide Planning Goal 12 (Transportation). The policy of the State of Oregon is to encourage and support the continued operation and vitality of Oregon’s airports. These rules are intended to promote a convenient and economic system of airports in the state and for land use planning to reduce risks to aircraft operations and nearby land uses.***
- (2) *Ensuring the vitality and continued operation of Oregon’s system of airports is linked to the vitality of the local economy where the airports are located. This division recognizes the interdependence between transportation systems and the communities on which they depend.***

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The above provision is a purpose and policy statement related to OAR 660 Division 13. The applicant’s burden of proof statement includes the following response to this provision:

‘By adopting these amendments, the County continues to encourage and support the continued development, operation and vitality of the Redmond Municipal Airport. The amendments are consistent with ORS 836.600 through 836.630 and Statewide Planning Goal 12 (Transportation).’

Staff notes the applicable provisions of ORS 836.600 through ORS 836.630 are reviewed in previous findings. Oregon Statewide Planning Goals, including Goal 12, are reviewed in subsequent findings.”

OAR 660-013-0030, Preparation and Coordination of Aviation Plans

- (2) *A city or county with planning authority for one or more airports, or areas within safety zones or compatibility zones described in this division, shall adopt comprehensive plan and land use regulations for airports consistent with the***

requirements of this division and ORS 836.600 through 836.630. Local comprehensive plan and land use regulation requirements shall be coordinated with acknowledged transportation system plans for the city, county, and Metropolitan Planning Organization (MPO) required by OAR 660, division 12. Local comprehensive plan and land use regulation requirements shall be consistent with adopted elements of the state ASP and shall be coordinated with affected state and federal agencies, local governments, airport sponsors, and special districts. If a state ASP has not yet been adopted, the city or county shall coordinate the preparation of the local comprehensive plan and land use regulation requirements with ODA. Local comprehensive plan and land use regulation requirements shall encourage and support the continued operation and vitality of airports consistent with the requirements of ORS 836.600 through 836.630.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

‘The proposed Deschutes County code text and map amendments do not affect the adopted transportation planning documents. This proposed set of amendments are consistent with local comprehensive plans and the State Aviation System Plan. By adopting these amendments, the County continues to encourage and support the continued development, operation and vitality of the Redmond Municipal Airport.’

Staff concurs with this description and finds the proposed amendment to the DCC will encourage and support the continued operation and vitality of the Airport.”

OAR 660-013-0050, Implementation of Local Airport Planning

A local government with planning responsibility for one or more airports or areas within safety zones or compatibility zones described in this division or subject to requirements identified in ORS 836.608 shall adopt land use regulations to carry out the requirements of this division, or applicable requirements of ORS 836.608, consistent with the applicable elements of the adopted state ASP and applicable statewide planning requirements.

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

‘Revisions to DCC Chapter 18.80, specifically DCC 18.80.030, are proposed as part of this application and the revisions update the text of the uses allowed in the safety zone, consistent with OAR 660-013-0050.’

This administrative rule imposes a mandatory requirement on the County to adopt land use regulations consistent with the applicable elements of the adopted state Aviation System Plan (“ASP”) and applicable statewide planning requirements. The applicant proposes to amend the Airport Safety (AS) Combining Zone, which implements this administrative rule. Other applicable statewide planning requirements are addressed below, and staff finds this criterion will be met.”

OAR 660-013-0070, Local Government Safety Zones for Imaginary Surfaces

- (1) A local government shall adopt an Airport Safety Overlay Zone to promote aviation safety by prohibiting structures, trees, and other objects of natural growth from penetrating airport imaginary surfaces.**
 - (a) The overlay zone for public use airports shall be based on Exhibit 1 incorporated herein by reference.**
 - (b) The overlay zone for airports described in ORS 836.608(2) shall be based on Exhibit 2 incorporated herein by reference.**
 - (c) The overlay zone for heliports shall be based on Exhibit 3 incorporated herein by reference.**

- (2) For areas in the safety overlay zone, but outside the approach and transition surface, where the terrain is at higher elevations than the airport runway surface such that existing structures and planned development exceed the height requirements of this rule, a local government may authorize structures up to 35 feet in height. A local government may adopt other height exceptions or approve a height variance when supported by the airport sponsor, the Oregon Department of Aviation, and the FAA.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

“The submitted Burden of Proof provides the following statement:

‘The acknowledged DCC Chapter 18.80 implements the requirements of this regulation, and this application proposed to amend the existing provisions only to update the location and dimensions of the existing safety zones.’

The County has adopted an Airport Safety (AS) Combining Zone, and staff therefore finds subsection (1), is met. Subsection (2), above, allows a jurisdiction to adopt height exceptions to the imaginary surfaces of the Airport Safety Overlay Zone when supported by the airport sponsor, the Oregon Department of Aviation, and the FAA. No height exceptions are included in the subject proposal. Notice of Application for the subject proposal was sent to the Oregon Department of Aviation on September 19, 2023 and no comments were received.”

OAR 660-013-0080, Local Government Land Use Compatibility Requirements for Public Use Airports

- (1) **A local government shall adopt airport compatibility requirements for each public use airport identified in ORS 836.610(1). The requirements shall:**
- (a) **Prohibit new residential development and public assembly uses within the Runway Protection Zone (RPZ) identified in Exhibit 4;**
 - (b) **Limit the establishment of uses identified in Exhibit 5 within a noise impact boundary that has been identified pursuant to OAR 340, division 35 consistent with the levels identified in Exhibit 5;**
 - (c) **Prohibit the siting of new industrial uses and the expansion of existing industrial uses where either, as a part of regular operations, would cause emissions of smoke, dust, or steam that would obscure visibility within airport approach corridors;**
 - (d) **Limit outdoor lighting for new industrial, commercial, or recreational uses or the expansion of such uses to prevent light from projecting directly onto an existing runway or taxiway or into existing airport approach corridors except where necessary for safe and convenient air travel;**
 - (e) **Coordinate the review of all radio, radiotelephone, and television transmission facilities and electrical transmission lines with the Oregon Department of Aviation;**
 - (f) **Regulate water impoundments consistent with the requirements of ORS 836.623(2) through (6); and**
 - (g) **Prohibit the establishment of new landfills near airports, consistent with Department of Environmental Quality (DEQ) rules.**
- (2) **A local government may adopt more stringent regulations than the minimum requirements in section (1)(a) through (e) and (g) based on the requirements of ORS 836.623(1).**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The submitted Burden of Proof provides the following statement:

The acknowledged DCC Chapter 18.80 implements the requirements of this regulation, and this application does not propose to amend the acknowledged regulations, other than to change the dimensions and locations of the protected areas consistent with the currently adopted Airport Layout Plan.'

Staff agrees with the applicant's response and finds that no substantive changes to allowable uses, activities, or regulations associated with the Redmond Municipal Airport are included in the subject proposal."

OAR 660-013-0160, Applicability

This division applies as follows:

- (1) ***Local government plans and land use regulations shall be updated to conform to this division at periodic review, except for provisions of chapter 859, OR Laws 1997 that became effective on passage. Prior to the adoption of the list of airports required by ORS 836.610(3), a local government shall be required to include a periodic review work task to comply with this division. However, the periodic review work task shall not begin prior to the Oregon Department of Aviation's adoption of the list of airports required by ORS 836.610(3). For airports affecting more than one local government, applicable requirements of this division shall be included in a coordinated work program developed for all affected local governments concurrent with the timing of periodic review for the jurisdiction with the most land area devoted to airport uses.***
- (2) ***Amendments to plan and land use regulations may be accomplished through plan amendment requirements of ORS 197.610 to 197.625 in advance of periodic review where such amendments include coordination with and adoption by all local governments with responsibility for areas of the airport subject to the requirements of this division.***
- (3) ***Compliance with the requirements of this division shall be deemed to satisfy the requirements of Statewide Planning Goal 12 (Transportation) and OAR 660, division 12 related Airport Planning.***
- (4) ***Uses authorized by this division shall comply with all applicable requirements of other laws.***
- (5) ***Notwithstanding the provisions of OAR 660-013-0140 amendments to acknowledged comprehensive plans and land use regulations, including map amendments and zone changes, require full compliance with the provisions of this division, except where the requirements of the new regulation or designation are the same as the requirements they replace.***

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report statements:

"The submitted Burden of Proof provides the following statement:

'These amendments are being accomplished by code amendments authorized by OAR 660-013-0160(2). The amendments comply with all of OAR 660-013 and other legal requirements'

Staff agrees with the above statement and notes that it appears the proposal complies with the applicable provisions of OAR 660 Division 13 and other relevant legal requirements outlined in this staff report."

DIVISION 12, TRANSPORTATION PLANNING

OAR 660-012-0060 Plan and Land use Regulation Amendments

- (1) ***If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would significantly affect an existing***

or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

- (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);**
- (b) Change standards implementing a functional classification system; or**
- (c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.**
 - (A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;**
 - (B) Degrade the performance of an existing or planned transportation facility such that it would not meet the performance standards identified in the TSP or comprehensive plan; or**
 - (C) Degrade the performance of an existing or planned transportation facility that is otherwise projected to not meet the performance standards identified in the TSP or comprehensive plan.**

FINDING: The Hearings Officer adopts as findings for this decision the following Staff Report for this section. In addition, the Hearings Officer, at the end of the section, addresses the Tye email transportation (road impacts) comments: The incorporated Staff findings are:

“The Applicant does not propose any changes to the uses and activities outlined within the City Zoning Districts associated with the Redmond Municipal Airport. The Airport’s underlying zoning districts, as administered by the City of Redmond, dictate the allowable uses and activities associated with the Airport. Because no changes are proposed to the uses and activities at the Airport, staff finds there are no foreseeable traffic impacts from the proposed amendments. The amendments themselves propose changes to the written descriptions, including dimensional aspects, of the Airport’s imaginary surfaces and 55 DNL noise contour boundary. Because there are no proposed changes to the base zoning, there are no foreseeable traffic impacts associated with the proposal and, as a result, the Transportation Planning Rule under OAR 660 Division 12 is not triggered.”

The Hearings Officer finds Tye statement that “there must be adequate consideration” of “road traffic impacts” is a reasonable and fair comment. However, without additional evidence or argument related to how the instant application fails to “adequately consider road traffic” the Hearings Officer is unable to meaningfully respond. The Hearings Officer finds the Tye email

comment related to road traffic is not developed sufficiently to allow the Hearings Officer to make a reasonable analysis and decision.

DIVISION 15, STATEWIDE PLANNING GOALS AND GUIDELINES

OAR 660-015, Division 15, Statewide Planning Goals and Guidelines

FINDING: The Statewide Planning Goals and the Applicant’s responses are quoted below:

Goal 1: Citizen Involvement. To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

APPLICANT RESPONSE: *Over the course of the master plan there were five Planning Advisory Committee (PAC) meetings and two public open house events held in 2016/2017 as part of the prescribed public involvement process.*

These amendments are being adopted by a process that provides the opportunity for citizen involvement by including public hearings before adoption. The County will hold public hearings before its Planning Commission and Board of Commissioners before any text and map amendments are adopted.

HEARINGS OFFICER COMMENT: Tye, in the Tye email, provided the following citizen involvement related comments:

“The airport has NOT ADEQUATELY ATTEMPTED TO INCLUDE NON AVIATION BENEFACTOR CITIZENS, nor had citizen feedback or approval TO GET THIS BBUSY OR BIG in light if what that means for our farms, ecosystems, wildlife, outdoor recreation, public dollars and citizen impacts.”

The Hearings Officer finds the Applicant’s reference to five planning advisory committee meeting and two public open house events to be credible. The Hearings Officer finds that notice of this land use action has been posted/published. The Hearings Officer finds that a quasi judicial hearing and a legislative hearing before the Board of County Commissioners are required. The Hearings Officer finds the public has had and continues to have rights to participate in this planning process. The Hearings Officer finds Tye’s citizen involvement comments are not persuasive.

Goal 2: Land Use Planning. To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

APPLICANT RESPONSE: *These amendments are being adopted through the land use planning process as set forth in DCC 22.12. The decision made in this matter is based on the applicable goals, statutes, regulations as well as the Comprehensive Plan and Transportation System Plan. The amendments will provide guidelines for future decisions.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with Applicant's Response comments.

Goal 3: Agricultural Lands.

APPLICANT RESPONSE: *The proposed amendments pertain to aircraft operations within imaginary surfaces and what land uses are allowed outright, conditionally, or not allowed within those surfaces. There are agricultural lands to the east, south, and north of the airport. These lands are zoned Exclusive Farm Use (EFU). However, the combination of the uses permitted in the EFU zone, the size of the affected parcels, the height limit of the zone, the distance from the airport's runways, and the vertical gradient of the AS zones all combine to preclude any adverse effects from the imaginary surfaces onto the EFU lands. Additionally, much of the EFU lands are in federal ownership and thus are exempt from local land use controls. Thus, the proposed changes to the mapped AS features are consistent with Goal 3.*

STAFF COMMENT: Staff notes that the land uses allowed outright, conditionally, or prohibited in association with the Redmond Municipal Airport are dictated by the Airport's base zones, which are within the jurisdiction of the City of Redmond.

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response and Staff Comment.

Goal 4: Forest Lands.

APPLICANT RESPONSE: *The proposed amendments do not affect any designated Forest Lands so Goal 4 does not apply.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with Applicant's Response.

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

APPLICANT RESPONSE: *The proposed amendments do not affect any inventoried Goal 5 natural resources, scenic or historic area or open space. The proposed amendments do not affect any natural, scenic, historic, open space, or surface mining resources adjacent to the Redmond Municipal Airport that may have been protected through the application of a combining zone.*

STAFF COMMENT: The County's Goal 5 protections are partially implemented through DCC Chapter 18.84, the Landscape Management Combining Zone. This overlay zone protects scenic resources through design limitations and additional protections for designated roadways, rivers, and streams. The subject property is not located within the Landscape Management Combining Zone and is not subject to these provisions.

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response and Staff Comment.

Goal 6: Air, Water and Land Resources. To maintain and improve the quality of the air, water and land resources of the state.

APPLICANT RESPONSE: *Goal 6 is primarily concerned with the preservation of air, land and water resources from pollution. The amendments are consistent with Goal 6 because they do not allow any additional impact on air, water or land quality compared to what is allowed under current zoning.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 7: Areas Subject to Natural Hazards

APPLICANT RESPONSE: *The proposed amendments do not affect any areas subject to natural hazards, so Goal 7 does not apply.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 8: Recreational Needs. To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

APPLICANT RESPONSE: *General Aviation operations (aviation activities conducted by recreational and business aircraft users) makes up a significant portion of the aircraft operations at the Redmond Municipal Airport. Commercial flights into Redmond provide many visitors the first step on their way to enjoy Oregon's recreational activities. The proposed amendments do not negatively affect any areas relative to the recreational needs of the community, thus the proposed amendments are consistent with Goal 8.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 9: Economic Development. To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

APPLICANT RESPONSE: *The proposed amendments do not affect any economic activities as they currently exist, so Goal 9 does not apply.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 10: Housing. To provide for the housing needs of citizens of the state.

APPLICANT RESPONSE: *The Redmond Municipal Airport is subject to federal grant restrictions which do not permit residential use at the airport. Goal 10 is therefore, not applicable to this application.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 11: Public Facilities and Services. To plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

APPLICANT RESPONSE: *The proposed amendments do not include any amendments that would affect the Airport's water and sewer service. The proposed changes are therefore consistent with Goal 11.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 12: Transportation. To provide and encourage a safe, convenient and economic transportation system.

APPLICANT RESPONSE: *The Redmond Municipal Airport is part of the County's multi-modal transportation system. The proposed amendments include minor text modifications and map amendments to airport safety zones to reflect future facility improvements identified in the 2018 Airport Master Plan. The proposed changes are therefore consistent with Goal 12 to provide and encourage a safe transportation system.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response. Further, the Hearings Officer incorporates as additional findings for Goal 12 the Preliminary Findings (related to Tye email transportation [road impacts]) and the findings for OAR 660-012-0060.

Goal 13: Energy Conservation.

APPLICANT RESPONSE: *The Redmond Municipal Airport has been established in its location for decades and it would not be feasible to relocate the airport. Given that it cannot be relocated, provisions that allow it to continue to function do not affect the energy needed to go to and from the airport. The proposed amendments are consistent with Goal 13.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goal 14: Urbanization.

APPLICANT RESPONSE: *Goal 14 is not applicable because proposed changes to the airport safety overlay zones is outside of any urban growth boundary. The proposed amendments are consistent with Goal 14.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

Goals 15-19.

APPLICANT RESPONSE: *The Redmond Municipal Airport is not in and does not affect any area subject to Goals 15-19. The Airport is not within the Willamette River Greenway, is not adjacent to a river, and is not located no the Oregon Coast. These goals are therefore not applicable to this application.*

HEARINGS OFFICER COMMENT: The Hearings Officer concurs with the Applicant's Response.

PLANNING GOALS SUMMARY: The Hearings Officer notes that Staff generally accepted the Applicant's responses and concluded that the application was in compliance with the applicable Statewide Planning Goals has been effectively demonstrated. The Hearings Officer concurs with Staff summary related to the satisfaction of this application of the Statewide Planning Goals.

IV. CONCLUSION & RECOMMENDATION

The Hearings Officer finds that the Applicant has met/satisfied all relevant criterion and policies to justify the proposed Text Amendment.

VI. DECISION

Recommended Approval of:

Text Amendment as set forth in Attachment 1.

Deschutes County Hearings Officer



Gregory J. Frank

Date: December 13, 2023

ATTACHMENT 1 - PROPOSED TEXT AMENDMENTS

FILE NUMBER: 247-23-000252-TA

The proposed text amendments are also detailed in the referenced applicant's burden of proof materials, included as an attachment. Below are the proposed changes with removed text shown in ~~strikethrough~~ and newly-added text identified by underline.

Title 18, County Zoning:

Chapter 18.80 Airport Safety Combining Zone; A-S

Section 18.80.030 Redmond Municipal Airport

The Redmond Municipal Airport is a Category 1, Commercial Service Airport. Its function is to accommodate scheduled major/national or regional commuter commercial air carrier service. The two existing ~~approximately 7,040' long by 100'-150' wide,~~ "other than utility" paved runways are located at an airport elevation of 3,080.7' ~~3,077'~~. The proposed extension to ~~runway 4-22~~ the primary runway and the planned new parallel runway are both identified on the FAA-adopted Airport Layout Plan. Therefore, these improvements are used in the layout of the Airport Safety Combining Zone. The same safety zone dimensional standards used for ~~Runway 4-22~~ the primary runway will also apply to the planned parallel runway.

- ~~B. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. Runway 4-22 and the planned parallel runway will both have precision approaches. Runway 10-28 has a non-precision approach on each end. The precision RPZ forms a 1,000' wide by 2,500' long by 1,750' wide trapezoid while the non-precision RPZ forms a 500' wide by 1,700' long by 1,010' wide trapezoid.~~
- C. Approach Surface – The current ILS precision approach surface to the primary runway ~~runway 22~~ and the planned precision approaches to the Runway 4 and future parallel runway 4-22, are 1,000' wide by 50,000' long by 16,000' wide, with an upward approach slope ratio of 50:1 (one foot vertical for each 50 feet horizontal) for the first 10,000', then a slope ratio of 40:1 for the remaining 40,000'. The non-precision approach surface is 500' wide by 10,000' long by 3,500' wide, with an upward approach slope ratio of 34:1.
- D. Horizontal Surface – The surface boundary is comprised of connected arcs drawn 10,000 feet outward and centered on the ends of the primary surface. The elevation of the horizontal surface for the Redmond Airport is 3,227 230 feet (150' above airport elevation).

- E. Conical Surface – The surface extends outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000' up to an elevation of 3,430.7'.
- F. Runway Protection Zone (RPZ) – Two different RPZs apply to the Redmond Airport because it has a total of three potential runways with two possible approaches. The primary runway and the planned parallel runway will both have precision approaches. The crosswind runway has a non-precision approach on each end. The precision RPZ forms a 1,000' wide by 2,500' long by 1,750' wide trapezoid while the non-precision RPZ forms a 1,000' wide by 1,700' long by 1,510' wide trapezoid. The RPZ begins 200' from the surveyed runway end point.

owner	agent	inCareOf	address	cityStZip	type	cdd id
City of Redmond			411 SW 9th St	Redmond, OR 97756	HO Recommendation	23-252-TA
Redmond Municipal Airport			2522 Jesse Butler Cir	Redmond, OR 97756	HO Recommendation	23-252-TA
Tom Headley	Century West Engineering		1020 SW Emkay Dr. #100	Bend, OR 97701	HO Recommendation	23-252-TA



COMMUNITY DEVELOPMENT

NOTICE OF HEARINGS OFFICER'S RECOMMENDATION

The Deschutes County Hearings Officer has recommended approval of the land use application(s) described below:

FILE NUMBERS: 247-23-000252-TA

SUBJECT PROPERTY: The Airport Safety Combining Zone and 55 DNL noise contour boundaries are associated with the Redmond Municipal Airport ("Airport"), which includes the following addresses and tax lots:

• **Tax Lot 1513220000100**

- 1050 SE Sisters Ave
- 1050 SE Sisters Ave (A-B)
- 1120 SE Sisters Ave
- 1120 SE Sisters Ave (A-E)
- 1300 SE USFS Dr
- 1320 SE USFS Dr
- 1350 SE USFS Dr
- 1410 SE USFS Dr (A-B)
- 1552 SE USFS Dr
- 1605 SE Ochoco Way
- 1694 SE USFS Dr
- 1900 SE Airport Way (A-1 to A-3; B; C-1 to C-2; D; E; F-1 to F-14; G1 to G14; H to V)
- 2215 SE USFS Dr
- 2234 SE 6th St
- 2234 SE Salmon Ave
- 2700 SE Airport Way
- 625 SE Salmon Ave
- 644 SE Salmon Ave
- 645 SE Salmon Ave
- 665 SE Salmon Ave
- 675 SE Salmon Ave
- 679 SE Salmon Ave
- 681 SE Salmon Ave
- 683 SE Salmon Ave
- 685 SE Salmon Ave
- 687 SE Salmon Ave
- 689 SE Salmon Ave
- 691 SE Salmon Ave
- 693 SE Salmon Ave
- 701 SE Salmon Ave
- 705 SE Salmon Ave
- 743 SE Salmon Ave
- 765 SE Salmon Ave
- 875 SE Veteran's Way
- 880 SE Veteran's Way
- 888 SE Veteran's Way (A to G; H-1 to H-2; I-1 to I-7; J-1 to J-2; K-1 to K-7)
- 905 SE Salmon Ave
- 907 SE Salmon Ave
- 911 SE Salmon Ave

• **Tax Lot 1513000001500**

- 1730 SE Ochoco Way
- 1740 SE Ochoco Way
- 1764 SE Ochoco Way
- 2000 SE USFS DR (A to D)

• **Tax Lot 1513000001503**

- 3840 SW Airport Way

• **Tax Lot 1513280000101**

- 3000 SW Airport Way

APPLICANT: City of Redmond
411 SW 9th St
Redmond, OR 97756

Redmond Municipal Airport
2522 Jesse Butler Cir
Redmond, OR 97756

REQUEST: The City of Redmond (“Applicant”) applied for a Text Amendment to the Airport Safety (“AS”) Combining Zone (DCC 18.80.030) to update the Runway and Approach information and a corresponding update amending the AS map to reflect the new zoning boundaries for imaginary surfaces and the new 55 DNL (“Average Day-Night Sound Level”) noise contour boundaries.

STAFF CONTACT: Tarik Rawlings, Senior Transportation Planner
Phone: 541-317-3148
Email: tarik.rawlings@deschutes.org

RECORD: Record items can be viewed and downloaded from:
<https://www.deschutescounty.gov/cd/page/247-23-000252-ta-redmond-airport-master-plan-ramp-text-amendment>

I. APPLICABLE CRITERIA

Deschutes County Code

- Title 18, Deschutes County Zoning Ordinance:
 - Chapter 18.04, Title, Purpose and Definitions
 - Chapter 18.80, Airport Safety Combining Zone (AS)
 - Chapter 18.136, Amendments
- Title 22, Deschutes County Development Procedures Ordinance
 - Chapter 22.12, Legislative Procedures
- Title 23, Deschutes County Comprehensive Plan
 - Chapter 3, (Rural Growth Management), Section 3.4, Rural Economy

Oregon Revised Statutes

- ORS 836.610
- ORS 836.616

Oregon Administrative Rules

- OAR Chapter 660, Division 15, Statewide Planning Goals 1-14
- OAR Chapter 660, Division 12, Transportation
- OAR Chapter 660, Division 13, Airport Planning

DECISION: The Hearings Officer finds that the application meets applicable criteria and recommends approval of the application.

As a procedural note, the hearing on November 7, 2023, was the first of two required public hearings per DCC 22.28.030(c). The second public hearing will be held before the Board of County Commissioners at a future date to be determined.

This decision becomes final twelve (12) days after the date mailed, unless appealed by a party of interest. To appeal, it is necessary to submit a Notice of Appeal, the base appeal deposit plus 20% of the original application fee(s), and a statement raising any issue relied upon for appeal with sufficient specificity to afford the Board of County Commissioners an adequate opportunity to respond to and resolve each issue.

Copies of the decision, application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost. Copies can be purchased for 25 cents per page.

NOTICE TO MORTGAGEE, LIEN HOLDER, VENDOR OR SELLER: ORS CHAPTER 215 REQUIRES THAT IF YOU RECEIVE THIS NOTICE, IT MUST BE PROMPTLY FORWARDED TO THE PURCHASER.

owner	agent	address	city/zip	type	cdd id
City of Redmond	Century West Engineering	411 SW 9th St	Redmond, OR 97756	HO NOD	23-252-TA
Redmond Municipal Airport	dorinne.tye@gmail.com	2522 Jesse Butler Cr	Redmond, OR 97756	HO NOD	23-252-TA
Tom Headley	dorinne.tye@gmail.com	1020 SW Emkay Dr. #100	Bend, OR 97701	HO NOD	23-252-TA
Dorinne Tye		ELECTRONIC		HO NOD	23-252-TA
ARNOLD IRRIGATION DISTRICT	Kelsey Schwartz (kelsey@bendparksandrec.org)	19604 BUCK CANYON RD.	Bend, OR 97702	HO NOD	23-252-TA
BEND METRO PARKS & REC.	Clark, Lisa M <lclark@blm.gov>	ELECTRONIC		HO NOD	23-252-TA
BLM, PRINEVILLE DIST. - DESCHUTES FIELD MGR.		ELECTRONIC		HO NOD	23-252-TA
CENTRAL OREGON IRRIGATION DIST.	KELLY O'ROURKE - LANDUSE@COID.ORG CRAIG HORRELL - CHORRELL@COID.ORG			HO NOD	23-252-TA
CENTRAL OREGON LANDWATCH	LARRY BROWN (Larry.BROWN@deq.oregon.gov), Scott Rochette (sean.rochette@deq.oregon.gov)	2843 NORTHWEST LOLO DRIVE, SUITE 200	BEND, OR 97703	HO NOD	23-252-TA
DEPT. ENV. QUALITY (DEQ)		ELECTRONIC		HO NOD	23-252-TA
DEPT. ENV. QUALITY (DEQ)		ELECTRONIC		HO NOD	23-252-TA
DEPT. OF FORESTRY		P.O. BOX 670	Bend, OR 97701	HO NOD	23-252-TA
DEPT. OF GEOLOGY & MINERAL IND.		229 BROADALBIN ST, SW	Prineville, OR 97754	HO NOD	23-252-TA
DEPT. OF LAND CONSERV. & DEVEL.		1011 SW EMKAY DR., SUITE 108	Albany, OR 97321	HO NOD	23-252-TA
DEPT. OF STATE LANDS (DSL-OWNED PROPERTY)		635 CAPITOL ST. NE, #150	Salem, OR 97301-2540	HO NOD	23-252-TA
DEPUTY STATE FIRE MARSHAL		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. ASSESSOR		1345 NW WALL ST., SUITE 202	Bend, OR 97701	HO NOD	23-252-TA
DESCHUTES CO. BUILDING SAFETY		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. ENVR. SOILS		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. FIRE ADAPTED COMMUNITIES COORDINATOR		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. FORESTER		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. ROAD DEPT.		ELECTRONIC		HO NOD	23-252-TA
DESCHUTES CO. SHERIFF		6333 HWY 20 WEST	Bend, OR 97701	HO NOD	23-252-TA
DESCHUTES NAT. FOREST		ELECTRONIC		HO NOD	23-252-TA
ODOT REGION 4 PLANNING		ELECTRONIC		HO NOD	23-252-TA
OR DEPT. OF AG LAND USE PLANNING COORD.		635 CAPITOL ST NE	SALEM, OR 97301	HO NOD	23-252-TA
OREGON DEPT OF AGRICULTURE		ELECTRONIC		HO NOD	23-252-TA
OREGON DEPT. OF WATER RESOURCES		ELECTRONIC		HO NOD	23-252-TA
REDMOND AREA PARKS & REC. DIST.		P.O. BOX 843	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND CITY PLANNING		411 SW 9th St	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND FIRE & RESCUE		ELECTRONIC		HO NOD	23-252-TA
SWALLEY IRRIGATION DISTRICT		64672 COOK AVE.	BEND, OR 97701	HO NOD	23-252-TA
TERREBONNE DOMESTIC WATER DIST.		P.O. BOX 31	TERREBONNE, OR 97760	HO NOD	23-252-TA
THREE SISTERS IRRIGATION DISTRICT		P.O. BOX 2230	SISTERS, OR 97759-2230	HO NOD	23-252-TA
WATERMASTER - DISTRICT 11		ELECTRONIC		HO NOD	23-252-TA
BNSF RAILWAY - ASSISTANT DIR., PUBLIC PROJECTS		740 CARNEGIE DRIVE	San Bernardino, CA 92408	HO NOD	23-252-TA
CASCADE NATURAL GAS CO.		64500 O.B. RILEY RD., SUITE 2	Bend, OR 97703	HO NOD	23-252-TA
CENTRAL ELECTRIC CO-OP		P.O. BOX 846	Redmond, OR 97756	HO NOD	23-252-TA
OREGON DEPT. OF AVIATION, PROJ. & PLANNING DIV.		ELECTRONIC		HO NOD	23-252-TA
REDMOND AIRPORT		2522 S.E. AIRPORT WAY	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND PUBLIC WORKS		875 SE SISTERS	Redmond, OR 97756	HO NOD	23-252-TA
REDMOND SCHOOL DISTRICT 2J		145 SE SALMON	Redmond, OR 97756	HO NOD	23-252-TA

inCareOf

agent

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ADAM MILLER (amiller@oda.state.or.us - South DC)

Kyle Gorman (Kyle.Gorman@oregon.gov)

Tom Mooney (Tom.Mooney@redmondfireandrescue.org)
Wade Gibson (Wade.Gibson@redmondfireandrescue.org)

Sam Van Lingham (sam.j.vanlingham@oregon.gov)

Heather Peck/ Brandon Pike



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Deschutes County Ambulance Service Area Committee recommendation to support additional ambulance support for Oregon wildfire incidents

RECOMMENDED MOTION:

Move approval of a letter supporting the licensing of Rapid Emergency Management as a wildfire incident ambulance service in the State of Oregon.

(Note: This letter could be signed by the ASA Committee Chair or by the Board or Board Chair, whichever is preferred.)

BACKGROUND AND POLICY IMPLICATIONS:

OAR 333-250-215 (2) (f) requires that when the Oregon Health Authority EMS & Trauma Systems is determining whether to license an ambulance service, there must be a documented need for the service supported by the county government in which the ambulance service is based.

The Deschutes County Ambulance Service Area (ASA) Committee met on June 12 with representatives of Rapid Emergency Management (REM), a business that provides full-service emergency management, with EMS licenses in Indiana and Texas, and has over a decade of experience in emergency management, emergency medical services, and disaster response. Specializing in ambulance services, medical care, and medical staffing, REM has a variety of equipment available for immediate deployment including over 100 ambulances. REM is applying to provide services as part of the Incident Resources Agreement (IRA) Program, which is operated by the State of Oregon, to provide additional wildfire suppression ambulance support through the State of Oregon Department of Forestry. REM is currently contracted at the Federal level via the US Forest Service for ambulance support of federally declared wildfire incidents (i.e., VIPR contract), but not contracted for state-level wildfire incident ambulance support. They currently have seven ALS ambulances stored in Redmond, Oregon for their Federal VIPR contract.

The ASA committee recommends supporting REM's application to be licensed in Oregon, provided they do not provide emergency transport in Deschutes County per County Code 8.30 and do not hire local ASA EMS staff without first obtaining permission from franchised EMS providers.

The Oregon Department of Forestry has expressed a need to license additional non-emergency wildfire incident ambulance support in Oregon and therefore the ASA Committee recommends support for REM becoming a licensed wildfire-only ambulance service in the State of Oregon.

BUDGET IMPACTS:

None

ATTENDANCE:

Tom Kuhn, Deschutes County ASA Administrator (Public Health)

Chris Bell, Deschutes County Legal

June XX, 2024

Oregon Health Authority—EMS & Trauma Systems
Attn: Veronica Seymour
500 Summer Street NE E86
Salem, OR 97301-1118

RE: Ambulance Service Licensure for Rapid Emergency Management (REM)

Dear Veronica:

OAR 333-250-215 (2) (f) requires that when the Oregon Health Authority EMS & Trauma Systems is determining whether to license an ambulance service, there must be a documented need for the service supported by the county government in which the ambulance service is based. The county government must submit a letter of documented need for the service to the Oregon Health Authority on behalf of the ambulance provider. REM is currently located in Deschutes County in the State of Oregon and has requested a letter of documented need from the County to obtain its license to provide limited ambulance services within the boundaries of Deschutes County.

In accordance with this requirement, this letter is provided in support of REM becoming a licensed ambulance service provider in order to provide state-level wildfire incident ambulance support in the State of Oregon. The Deschutes County Ambulance Service Area (ASA) Committee met on June 12 with REM and recommend support of REM being licensed in Oregon, with the stipulation that they do not provide emergency transport in Deschutes County per County Code 8.30 and not hire local ASA EMS staff without first obtaining permission from the franchised EMS providers operating within Deschutes County. Furthermore, the Oregon Department of Forestry has expressed that there still is a need to license additional non-emergency wildfire incident ambulance support in Oregon.

REM is currently contracted with the federal government to provide ambulance transport services on federally declared wildfire incidents.

Please let us know if you need additional information or have any questions.

Sincerely,

About Rapid Emergency Management

UEI: MVR3SAXPE2E4 | CAGE: 9UV90

Rapid Emergency Management (“REM”) is a Native American and Woman-owned business that provides full-service emergency management throughout the United States & the World. With over a decade of experience in emergency management, emergency medical services, and disaster response. Specializing in ambulance services, medical care, and medical staffing. Our team of companies has over available contract rosters of over 500 team members including: Paramedics, EMTs, Registered Nurses & Physicians. REM has a variety of related equipment available for immediate deployment including over 100 ambulances, motor coach transport buses, side-by-side medical UTV’s, medical trailers, mass casualty care transport vans, and wheelchair vans.

Services

Emergency Management – REM provides full-service emergency management for all natural disasters throughout the United States, and the World. Including: immediate disaster response, logistics, incident management, communications, and medical relief.

Medical Staffing – We have vast experience in providing nurses, paramedics, EMTs, & physicians for various private and government contracts. Including: long term staffing, short term staffing, and emergency staffing. Whether you have a multi-year need or a short-term need, REM can quickly respond to fulfill your needs – including full service

Ambulances – Fully equipped, licensed, and certified Advanced Life Support (ALS), Basic Life Support (BLS), and Critical Care ambulances compatible of providing the most advanced medicine available in emergency medical services.

EMS Consulting – With over 100 years of combined experience, the REM team can assist in any Emergency Medical Services consulting needs, whether hospital based, privately owned, or a government run system.

Our Companies



Heartland Ambulance Service
4180 Elmhurst Drive,
Indianapolis, IN 46226



Physicians Ambulance Service
2667 Rand Road,
Indianapolis, IN 46241



Lonestar Ambulance Service
3700 Fredericksburg Road,
San Antonio, TX 78201



Paramount Consulting Group
745 NE 19th Place
Cape Coral, FL 33909

Our Administrative Team

Christina Jackson
Managing Partner / EMT

Christina began her EMS career in 2010 as the co-owner of Heartland Ambulance Service based in Muncie, Indiana. Starting as a small operation, Heartland quickly grew into the largest privately-owned ambulance service in the region. Christina has personally been involved with over 25 deployments for disaster relief and provided both administrative and management support to those operations. Christina is an active member of the Cherokee Nation.

Cassandra Keyword
Partner / EMT

Cassandra began her EMS career in 2016, as a founding member of Physicians Ambulance Service based in Fishers, IN. Starting from the ground up, Cassandra was an instrumental team member in forming an ambulance service that, within 2 years, had grown to nearly 80 employees in 3 locations throughout Indiana. Cassandra is a certified EMT and has personally deployed to many of our missions to support disaster response and relief.

Joshua Keyword
President of Government Contracting / Paramedic

Joshua is the founder and former President of Physicians Ambulance Service. Joshua began his EMS career in 2013, quickly becoming a paramedic by 2015, working in both the private sector and for government based 911. Joshua secured government contracts for Physicians Ambulance Service throughout his career working with both local, state, and federal government agencies.

Our Medical Direction

Dr. Jan Kornilow, M.D.
Emergency Medicine Physician
EMS Medical Director



Dr. Jan Kornilow is an Emergency Medicine Physician currently practicing at Indiana University Health Hospitals with a specialization in EMS Medical Direction. Dr. Kornilow provides medical direction for several counties within the area.

Our Operations Team

Jeff Chesleigh
FP-C, NREMT-P, FF I/II

Jeff began his career in 2002 with Rural Metro Fire Department quickly climbing the ranks, becoming a battalion chief and flight paramedic. Jeff then became the Area Operations Manager for Air Methods, a life flight helicopter, in charge of nursing staff, paramedic staff, and helicopter operations. Jeff is a licensed Paramedic, flight Paramedic, and certified fire fighter. Jeff is the operations manager for Rapid Emergency Management.

Our Previous Staffing & Deployment Work



Oregon Remote Deployment

Rapid Emergency Management deployed resources including paramedics, nurses, and EMTs to the State of Oregon to assist during the COVID-19 pandemic in a hospital setting.

FEMA – Hurricane Response

Heartland Ambulance Service deployed to Florida for numerous hurricanes over the last 7 years, including the latest major hurricane: Hurricane Ian.

Heartland Ambulance Service has deployed on the national level under the AMR FEMA contract, and on the State level through the Department of Homeland Security.



Local State Governments

Physicians Ambulance Service deployed to Chicago, IL to support the State of Illinois Government with medical screening at the O’Hare Airport during the COVID 19 pandemic in 2021.

911 Government Contracts

Lonestar Ambulance Service was selected by the City of McAllen, TX as the sole 911 ambulance provider in 2023. Lonestar Ambulance Service provides medical, dispatch, and administrative services for this contract.



Additional Prior Experience related to Government Contracts

1. US Army Guardian Response – Ground Ambulance
2. US Army / Mexico Army Search & Rescue Drill – Medical Staff
3. Presidential Inauguration – Ground Ambulance
4. Indiana Department of Homeland Security – COVID 19 Vaccinations
5. Indiana Department of Health – COVID 19 Vaccinations
6. New York City – Disaster Relief, 911 Support, COVID 19 Vaccinations
7. New Jersey – Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
8. New Orleans - Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
9. State of Maine - Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
10. State of Kentucky - Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
11. State of North Carolina - Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
12. State of South Carolina - Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
13. State of Missouri - Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
14. State of Oklahoma – Medical Staff
15. State of California - Disaster Relief, COVID 19 Vaccinations, Ground Ambulances
16. San Bernadino, California – Medical Staff
17. Welcome Allies, Quantico, VA – Medical Staff, Ground Ambulances
18. Welcome Allies, Camp Atterbury, IN – Medical Staff, Ground Ambulances
19. Texas Department of Homeland Security, Del Rio, TX – Medical Staff
20. Texas Department of Homeland Security, McAllen, TX – Medical Staff
21. Texas Department of Homeland Security, Brownsville, TX – Medical Staff
22. FEMA & State Level Natural Disaster Response
 - a. Katrina – 2005
 - b. Rita – 2005
 - c. Ike – 2008
 - d. Irene – 2011
 - e. Issac – 2012
 - f. Sandy – 2012
 - g. Arthur – 2014
 - h. Mathew – 2016
 - i. Harvey – 2017
 - j. Maria – 2017
 - k. Irma – 2017
 - l. Michael – 2019
 - m. Ida – 2021
 - n. New Hampshire – 2021
 - o. Arizona – 2021
 - p. Vermont -2021
 - q. Idaho – 2021
 - r. Connecticut – 2021
 - s. Pennsylvania – 2021
 - t. Oregon – 2021
 - u. Ian - 2022

Rapid Emergency Management (“REM”) intends to obtain a transport ambulance license in Deschutes County in order to provide additional ambulance support to the State of Oregon Department of Forestry. Currently, Rapid Emergency Management provides ambulances, based out of Redmond, OR on the Federal-level, through the US Government via the US Forest Service for wildfire suppression (the VIPR contract).

Federal contracts do not require a State of Oregon transport license as they are exempt from this provision. REM currently holds EMS licenses in the State of Texas & the State of Indiana.

REM has had discussions with the state officials in regard to assisting the State with the required ambulance support for State-level wildfire deployments. In order to accomplish this, the State of Oregon requires all ambulances working on State-level contracts to have a State of Oregon issued transport ambulance license. The State has very limited resources for State-level ambulance support due to the lack of private ambulance services in the State of Oregon rural areas, along with the strenuous requirements for Fireline qualified personnel.

One of the challenges of the requirement for the ambulance transport license is the ASA approval letter. In our situation, we would ONLY be providing ambulance support to the State of Oregon for wildfires. We would not operate a “day-to-day” ambulance services. We would not provide any transport services outside of State-level contracts in relation to wildfires, therefore not disrupting the Counties current ambulance operations.

REM is applying for the Incident Resources Agreement (IRA) Program that is operated by the State of Oregon. This program is for wildland firefighting in Oregon. More information on this program can be found here: <https://www.oregon.gov/odf/fire/pages/firefighting.aspx>

We would be willing to sign an agreement that we would not participate in any local transports, as we have no intention of disrupting your current operations – although we would be available to you in the event you had a need. Our goal is to be able to support the State by providing ambulances staffed with Paramedic & EMT crews (fireline qualified) that would provide medical care to injured wildland firefighters and civilians related to the wildfires.

The reason we have chosen Deschutes County is because that is where our VIPR (National wildfire) resources are located. We currently have seven (7) ALS ambulances that are stored in Redmond, Oregon for the VIPR contract.

The need that is present is not necessarily specific to Deschutes County, but to the State as a whole. There are very few private providers in the State of Oregon which makes it very difficult for the State of Oregon to have resources available for wildfire related ambulance needs. Our service would help alleviate that pressure that the State is currently facing.

Our company has been in business for over 10 years, we have well-taken care of equipment. We are well managed, experienced, and we are about our reputation and our providers.

The bottom line is that by approving us for the license, we would bring in tax dollars and jobs to Deschutes County as that is our home base location. Further - the county would be doing a great service to the State, the State-level hot shot crews, and the citizens of the State as we would be able to fill a need that can and will save lives of the crews that are fighting some of these very large wildfires throughout the State.



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Oregon Department of Environmental Quality Grant Award Acceptance

RECOMMENDED MOTION:

Move to accept the Solid Waste Orphan Site program grant award and authorize the Board Chair to sign Document No. 2024-098, an Intergovernmental Agreement with the Oregon Department of Environmental Quality.

BACKGROUND AND POLICY IMPLICATIONS:

In July 2022, the Board of County Commissioners authorized Deschutes County Property Management to apply for a \$100,000 grant through the Oregon Department of Environmental Quality (DEQ) for its Solid Waste Orphan Site program.

This grant will provide funding to complete pre-development studies on a portion of the site in East Redmond reserved for the CORE3 project.

In years past, sections of this property were occupied by the Redmond Old Rod & Gun Club, a Sheriff's Office shooting range, and an orphaned solid waste site that includes office and consumer items. It is likely that these solid waste materials were deposited at the current location when the airport was transferred from the military to the City of Redmond in the 1950s.

In 2019-2020, an environmental consulting firm, APEX Companies, LLC., (APEX) completed a feasibility study related to the described prior uses, which included possible remediation options. In 2020, the DEQ issued a notice of decision that outlines the remediation path for the affected areas.

Though it is anticipated a large amount of remediation will be completed during CORE3 project development and contained at the site, the affected solid waste area does not provide a stable foundation for development and therefore that particular area will be removed. Prior to removal, additional pre-work will be required, including developing a workplan, geophysical survey, pre-design investigation and reporting, cultural resource review/study, and submittal of an environmental site assessment review letter. This work will be funded by the grant and completed by APEX.

BUDGET IMPACTS:

\$100,000 revenue

ATTENDANCE:

Kristie Bollinger, Property Manager
Shelby Knight, COIC
John Foxwell, APEX Companies

INTERGOVERNMENTAL AGREEMENT
Deschutes County Shooting Range Property – Disposal Area Investigation and Resources Studies

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ) and Deschutes County (County) (each a “Party” and together, “Parties”).

COUNTY DATA	DEQ DATA
<p>Agreement Administrator: Kristie Bollinger</p> <p>Organization: Deschutes County Address: PO Box 6005 Bend, OR 97708</p> <p>Phone: 541-385-1414 Email: kristie.bollinger@deschutes.org Federal Tax ID: 93-6002292</p>	<p>Agreement Administrator: Tracy England</p> <p>Organization: Department of Environmental Quality Address: 475 NE Bellevue Drive, Suite 110 Bend, OR 97701</p> <p>Phone: 541-231-3399 Email: tracy.england@deq.oregon.gov</p>

1. **Background** The Deschutes County Shooting Range Property (Site) comprises several disused shooting ranges and an unlicensed dump site (Disposal Area), as shown in Exhibit C. The open accumulation of waste with incomplete cover in the Disposal Area and the presence of uncontained contaminants including lead and arsenic (Substances) present a hazard to human health and the environment. Therefore, in preparation for a future removal or remedial action, County intends to conduct a pre-design engineering study, an Endangered Species Act (ESA) survey, and a cultural resources survey of the Disposal Area.
2. **Authority** DEQ has authority under Oregon Revised Statute (ORS) 459.236 to pay without repayment from a local government unit the first \$100,000 the local government unit expends on the removal or remedial action of hazardous substances at solid waste disposal sites owned or operated by a local government unit. DEQ has authority under Oregon Revised Statutes (ORS) 190.110 to cooperate for any lawful purpose with a unit of local government.
 - A. The wastes disposed of at the Disposal Area are “solid wastes” under ORS 459.005(25) and “domestic solid wastes” under ORS 459A.100.
 - B. County is a “local government unit” under ORS 459.005(15).
 - C. The Site is owned by County.
 - D. County is responsible for conducting removal or remedial actions at the Site under ORS 465.260.
 - E. The Site is a “facility” under ORS 465.200(6).
 - F. The Site is a solid waste “disposal site” under ORS 459.005(8).
 - G. The Substances include “hazardous substances” under ORS 465.200(9) and under Oregon Administrative Rule (OAR) 340-122-0115(30).
 - H. The presence of uncontained hazardous substances at the Site constitutes a “release” or “threat of release” into the environment under ORS 465.200(14).
 - I. The Work described in Exhibit A consists of “remedial actions” or “removals” under ORS 465.200(15) and 465.200(17).
 - J. Costs incurred for removal or remedial actions at the Site are “remedial action costs” under 465.200(16) and ORS 459.236(7).
3. **Effective Date and Duration** This Agreement is effective on the date that every party has signed this Agreement and, when required, the Agreement has been approved by the Department of Justice. Unless earlier terminated or extended, this Agreement expires December 31, 2024.
4. **Agreement Documents** This Agreement consists of this document and the attached Exhibit A (Statement of Work), Exhibit B (Subcontractor Insurance Requirements), and Exhibit C (Figures).
5. **Statement of Work** The Statement of Work (Work) is contained in attached Exhibit A. County agrees to perform the Work in accordance with the terms and conditions of this Agreement.
6. **Consideration**
 - A. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$100,000**. Interim payments to County will be made only in accordance with the schedule and requirements described in Section 7 below.
 - B. ORS 459.236 requires a local government to repay funds provided to the local government from the Solid Waste Orphan Site Account (Account) to conduct removal and remedial actions. However, ORS 459.236(7)(b) provides that a local government is not required to repay the first \$100,000 the local government receives from the Account for such work.
7. **Invoicing/Payments**
 - A. County will not submit invoices for, and DEQ will not pay, any amount in excess of the maximum not-to-exceed compensation

amount identified in Section 6. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

- B. This is an expense reimbursement Agreement. Disbursements for reimbursement of the Work will be subject to the conditions set forth in this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed. Reimbursement requests must be accompanied by invoices that itemize and explain all expenses for which reimbursement is claimed. Reimbursement requests must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested. County may not seek or receive from any third party any form of duplicate, overlapping or multiple payments for expenses reimbursed under this Agreement.
- C. Invoices must reference the DEQ Agreement # and must be emailed to DEQEXP@deq.state.or.us. Invoices are subject to the review and approval of the DEQ Agreement Administrator.

Invoice payments will be sent to Deschutes County Property Management, PO Box 6005, Bend, OR 97708-6005.

- 8. **Travel and Travel Related Expenses** It is the policy of the State that travel expenses will be allowed only when the travel is essential to the normal discharge of this Agreement. All travel will be conducted in the most efficient and cost-effective manner resulting in the best value to the State. Personal expenses will not be authorized at any time. All expenses are included in the total maximum Agreement amount. County understands and agrees that travel expenses will be reimbursed at rates not to exceed those rates approved by the Oregon Department of Administrative Services for State employees and in effect at the time the expense was incurred. **Receipts for lodging, car rental and airfare expenses must be provided to be eligible for reimbursement.** County understands and agrees that the rates are subject to change and, in such event, the changed rates will immediately become part of this Agreement and govern reimbursement of any travel expenses incurred after the date of the change.
- 9. **Amendments** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
- 10. **Termination** This Agreement may be terminated by mutual consent of both parties or by either party upon 30 days written notice from one party to the other party. This termination notice may be transmitted in person, or by mail or Email. If this Agreement is terminated under this Section 10, DEQ will pay for approved unpaid invoices and services performed within any limits set forth in this Agreement.
- 11. **Funds Available and Authorized** County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. DEQ certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the DEQ's current biennial appropriation or limitation. County understands and agrees that DEQ's payment of amounts under this Agreement is contingent on DEQ receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DEQ, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- 12. **Captions** The captions or headings in this Agreement are for convenience only and are not intended to define, limit or fully describe the scope or intent of any provisions of this Agreement.
- 13. **Access to Records** County will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County will maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of County not otherwise privileged under the law of the State of Oregon that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. County will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- 14. **Compliance with Applicable Law** County and its contractors will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (xi) ORS 279A, ORS 279B, ORS 279C as applicable to County. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
- 15. **Recycled Products and Sustainable Practices** County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS

279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). In performance of this Agreement, County shall also seek to promote, support and implement sustainable practices that lessen the overall environmental impacts of work conducted under this Agreement.

16. Contribution If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State, on the one hand, and of County, on the other hand, in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State, on the one hand, and of County, on the other hand, shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County, on the one hand, and of the State, on the other hand, in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County, on the one hand, and of the State, on the other hand, shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

17. Indemnification by Subcontractors County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

18. Subcontractor Insurance Requirements County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified in Exhibit B (Subcontractor Insurance Requirements) meeting the requirements described in Exhibit B under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DEQ. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which County directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

19. Federal Fund Requirements Any recipient of federal grant funds, pursuant to this agreement with the State, shall assume sole liability for that recipient's breach of the conditions of the Grant, and shall, upon recipient's breach of grant conditions that requires the state to return funds to the federal grantor, hold harmless and indemnify the state for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

20. Alternative Dispute Resolution The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for

06/26/2024 Item #14.

administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

21. Merger Clause THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

THE PERSONS SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT THEY HAVE THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

Approved by Chair of County Commissioners of Deschutes County, Oregon:

_____ Patti Adair, Chair

_____ Date

ATTEST:

Recording Secretary

Approved by DEQ:

_____ Brian Boling, Central Services Division Administrator

_____ Date

Index/PCA/Project:
13300-39377-760761

IGA 11-2010
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Deschutes County Document No. 2024-098

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EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
Deschutes County Shooting Range Property – Disposal Area Investigation and Resources Studies
STATEMENT OF WORK**

I. GOALS AND OBJECTIVES

This Statement of Work (SOW) describes the work necessary to design the remediation of the Disposal Area. Work on other parts of the Site, including the shooting ranges, is specifically excluded under this SOW. The Work shall consist of:

- (1) Review of topographic work and utilization of existing survey work,
- (2) Geophysical survey
- (3) Cultural resources review/survey,
- (4) ESA review,
- (5) Pre-design investigation (PDI), and
- (6) PDI Report.

The Work and deliverables shall be overseen and finalized by a professional engineer engaged by the County. Funding from the Solid Waste Orphan Site Account will fund the Pre-Remediation Activities for the Disposal Area at the Site.

The County previously procured a contractor, Apex Companies LLC (Consultant), to provide professional advice and services in performance of the Work. For other subcontracted activities, the County with assistance from its Consultant shall develop a bid specification and shall provide it to DEQ. The County shall revise the bid specification in response to DEQ's comments. Upon receipt of DEQ's concurrence with the bid specification, the County shall distribute the bid specification through its Consultant to qualified prospective bidders. The County and its contractor shall include Minority, Woman, and Disadvantaged Business Enterprises (M/W/DBE) on the bidder list to the extent that qualified M/W/DBE firms are identified. The Consultant, together with subcontractors procured in this fashion (Subcontractors), shall assist the County in performance of the Work.

II. BACKGROUND

The Site is located in Township 15 South, Range 13 East, Section 14, on the north side of Highway 126, in Redmond, Deschutes County, Oregon. The Site is referenced under the name Deschutes County Shooting Range, (ECSI #5054) and Redmond Rod & Gun Club (ECSI #4710). The Site is owned by Deschutes County and will be redeveloped by the Central Oregon Intergovernmental Council (COIC) into the CORE3 emergency preparedness facility. CORE3 will serve as a dedicated multi-agency coordination center and collaborative training facility for local, state, and federal public safety, first responders, and emergency management personnel.

The Disposal Area received undocumented waste between approximately 1944 and 1951, which may be associated with the transfer of the nearby airfield from the military to the City of Redmond. Subsequently, the area was extensively used by local residents or trespassers as a disposal area.

The Substances are the contaminants of concern at the Disposal Area. The primary environmental consideration at the Disposal Area is the open accumulation of waste materials with incomplete cover that is inconsistent with future use. This area cannot be built on without remedial action nor left in its current condition.

A Record of Decision (July 2020) prepared by DEQ approves onsite disposal of contaminated soil from the firing ranges and debris from the Disposal Area under a soil or pavement cover. Routine inspections and institutional controls alerting future occupants of the presence of the contamination are also components of the remedial action.

A removal or remedial action will be completed coincident with mass grading for site redevelopment and financed as part of the larger development project. The cleanup plan includes excavation, consolidation, and on-site containment of waste materials from the Disposal Area. The west and north boundaries of the proposed CORE3 facility will include buffers between adjacent properties and the facility. These buffers will consist of vegetated landscape berms constructed in part with the waste materials generated from the Disposal Area, as well as the former gun club areas.

III. COUNTY'S RESPONSIBILITIES

The SOW includes geophysical survey, engineering, and resource studies. The Work shall be documented in a PDI Report. The Work to be performed by the County (or County's Consultant and Subcontractors) is further described as follows:

1) Pre-Design Engineering

Pre-design engineering will be completed at the Disposal Area to compile information needed to prepare the remedial design. The pre-design engineering activities are summarized below.

i) Task 1: Work Plan

Prior to implementing pre-design engineering data collection, the County with assistance from its Consultant and Subcontractors shall prepare a Work Plan and Health and Safety Plan (HASP). The Work Plan shall summarize the scope of work for the geophysical survey and sample collection, identify specific sampling procedures, and include a perimeter air monitoring plan. The HASP shall be prepared in general accordance with the Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120 and applicable Oregon Administrative Rule.

The County shall submit the Work Plan and HASP in draft form to DEQ for approval. Upon receipt of DEQ's comments, the County shall revise the Work Plan and HASP to incorporate feedback. The County shall re-submit revised reports to DEQ until DEQ approves.

ii) Task 2: Topographic Survey

A detailed topographic survey of the Disposal Area was completed by S&F Land Services in 2023 and is sufficient for generating the base site plan. County shall provide a copy of the topographic survey report to DEQ.

iii) Task 3: Geophysical Survey

The County with assistance from its Consultant and Subcontractors shall conduct a geophysical survey using electromagnetic and ground penetrating radar techniques to delineate the lateral and vertical extent of waste materials in the Disposal Area. The product of the survey shall be a geo-located map showing the extent of the landfill and cross-sections describing the depth of disposed materials. County shall provide a copy of the geophysical survey report to DEQ.

iv) Task 4: Pre-Design Investigation

The County with assistance from its Consultant and Subcontractors shall verify the nature and extent of the waste materials with a site investigation that includes the following.

- (1) The County shall conduct a test pit investigation across the Disposal Area. The County shall field screen materials excavated from the test pits with a photoionization detector (PID), sheen testing, and visual methods to characterize the nature and depth of the landfilled materials. The County shall collect samples for laboratory analysis if:
 - a. Suspected asbestos containing materials are observed; or
 - b. Field screening indicates the potential presence of volatile organic compounds or petroleum hydrocarbons that are inconsistent with prior investigation results.
- (2) At each test pit location, the County shall visually characterize and screen excavated material to characterize the approximate distribution of fines vs. coarser debris materials.
- (3) During the test pit and screening operation, the County shall deploy perimeter air monitoring stations to characterize whether airborne asbestos particles may be present.

v) Task 5: PDI Report

The County with assistance from its Consultant and Subcontractors shall prepare a PDI Report to document the findings of the site data collection for the Disposal Area. The report shall include the following:

- (1) Engineered site plan;
- (2) Drawings/specifications addressing area and depth of excavation, special handling/safety requirements, placement of excavated waste, capping elements, and any special requirements related to erosion and dust control;
- (3) Composition of landfilled materials such as percentage of debris, proportion of coarse and fine soil, volume of materials in disposal area, depth of materials in disposal area, and asbestos content; and
- (4) Quantity calculations.

The County shall submit the PDI Report in draft form to DEQ for approval. Upon receipt of DEQ's comments, the County shall revise the PDI Report to incorporate feedback. The County shall re-submit revised reports to DEQ until DEQ approves.

2) Resources Studies

The County with assistance from its Consultant and Subcontractors shall complete resource studies of the Disposal Area, including a cultural resources review/survey and an ESA review. Projects that receive federal grant funding are required to provide a "No Effect" statement under the National Historic Preservation Act and ESA.

i) Task 6: Cultural Resources Review/Study

The County shall complete a cultural resources review to evaluate whether the Disposal Area may contain culturally significant resources. The County shall conduct project review and consultation with the Oregon State Historic Preservation Office (SHPO) and the Confederated Tribes of the Warm Springs. Based on the results of the initial review, more detailed evaluation may be required.

Initial SHPO review shall consist of development and electronic submittal of the following items:

- (1) A completed Oregon SHPO Submittal Form.
- (2) Brief description of the proposed activity, including the depth of ground disturbance.
- (3) The address and city or legal description (township, range, section) of the project area.
- (4) A map which clearly marks the project location.

Consultation with the Confederated Tribes of the Warm Springs shall involve communicating similar project information as used for the initial SHPO consultation.

If it is determined that there is a high likelihood of a known archaeological site in the project area on private lands, additional consultation or archeological investigations may be required.

The County, with assistance from its contractor(s) shall prepare a letter report summarizing the consultation with SHPO and the Confederated Tribes of the Warm Springs. The letter report will be prepared in final form and provided to DEQ.

ii) Task 7: ESA Review

The County shall with assistance from its Consultant and Subcontractors will collect federal threatened and endangered (T&E) species information from the Oregon Biodiversity Information Center at Portland State University in accordance with the ESA for the area within a 2-mile radius of the Site. The County shall also contact appropriate tribal organizations, the Oregon Department of Fish & Wildlife, the U.S. Fish and Wildlife Service, and others as appropriate for information on T&E species. The County shall prepare, and provide to DEQ in final form, a letter summarizing the results of the consultations and include T&E species documentation.

IV. DEQ'S RESPONSIBILITIES

DEQ shall:

- A. Review and approve the County's Work Plan and HASP and schedule of Work and provide any recommendations that may be needed for approval.
- B. Perform any needed Site inspections, as determined by DEQ, to verify that the Work is adequate, prior to approving any reimbursement request received from the County.
- C. Review the ongoing results of the Work.
- D. Review and approve the final PDI Report documenting the complete investigation and provide any recommendations that may be needed for approval.

V. BUDGET AND DELIVERABLES

Task Number	Task Name	Deliverables	Estimated Cost
1	Work Plan	Draft and final Work Plan and HASP	\$7,500
2	Topographic Survey	Final topographic survey report	\$0
3	Geophysical Survey	Final geophysical survey report	\$15,000
4	Pre-Design Investigation	Pre-Design Investigation	\$57,500
5	PDI Report	Draft and final PDI Report	\$14,000
6	Cultural Resources Review/Study	Final cultural resources letter report	\$3,000
7	ESA Review	Final ESA review letter	\$3,000
Total Project Estimated Cost			\$100,000

VI. REPORTS:

The County shall submit draft and final versions of letters, reports, and other documents to DEQ by e-mail in Microsoft Word (text), Microsoft Excel (tables) and a complete copy of the document in Adobe PDF format. All final Adobe PDF documents shall be prepared by the County as follows, unless otherwise approved by DEQ:

- (a) The spaces within file names will be denoted with dashes and include the ECSI number and document date (e.g., "5054-ESA-Letter-01-15-2024") to facilitate uploading to DEQ's publicly shared directory.
- (b) All PDF files will be saved as "reduced size PDF" compatible with the most current Adobe Acrobat version (i.e., Adobe Acrobat 10.0 and later) to facilitate distribution to others and uploading.
- (c) All supporting data and photographs must be submitted in electronic formats through ftp or other electronic client access platform and, if hardcopy is requested, on a CD or DVD disk.

The County shall provide deliverables to the following DEQ contacts:

Ian Poellet,
 Contract Specialist
ian.poellet@deq.oregon.gov

Genevieve Perdue,
 SWOSA Program Specialist
Genevieve.perdue@deq.oregon.gov

VII. WORK SCHEDULE

Work Activity	Completion Schedule
Draft Pre-Design Investigation Work Plan	August 26, 2024
DEQ Review and Acceptance of Work Plan	September 9, 2024
Final Pre-Design Investigation Work Plan	September 2024
Cultural Resources Consultation	September 2024
Cultural Resources Survey (if required)	TBD
Geophysical Survey	September 2024
Pre-Design Investigation	September – October 2024
Pre-Design Engineering	October 2024
PDI Report	October 2024
DEQ reviews Draft PDI Report	November 2024
Submit Final PDI Report	November 2024
Grant Activity End Date	December 31, 2024

**EXHIBIT B
INTERGOVERNMENTAL AGREEMENT
Deschutes County Shooting Range Property – Disposal Area Investigation and Resources Studies
Subcontractor Insurance Requirements**

1. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

2. **PROFESSIONAL LIABILITY** Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following:

 \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and \$2,000,000 annual aggregate.

3. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the Agency:

 Bodily Injury, Death and Property Damage:
 \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and \$2,000,000 annual aggregate.

4. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the Agency:

 Bodily Injury, Death and Property Damage:
 \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

5. **POLLUTION LIABILITY.** Commercial General Liability Insurance covering claims related to using, removing, hauling, storing, or disposing of hazardous materials. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by the Agency:

 \$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence) and \$1,000,000 annual aggregate.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the **State of Oregon, its officers, employees and agents as Additional Insureds** but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

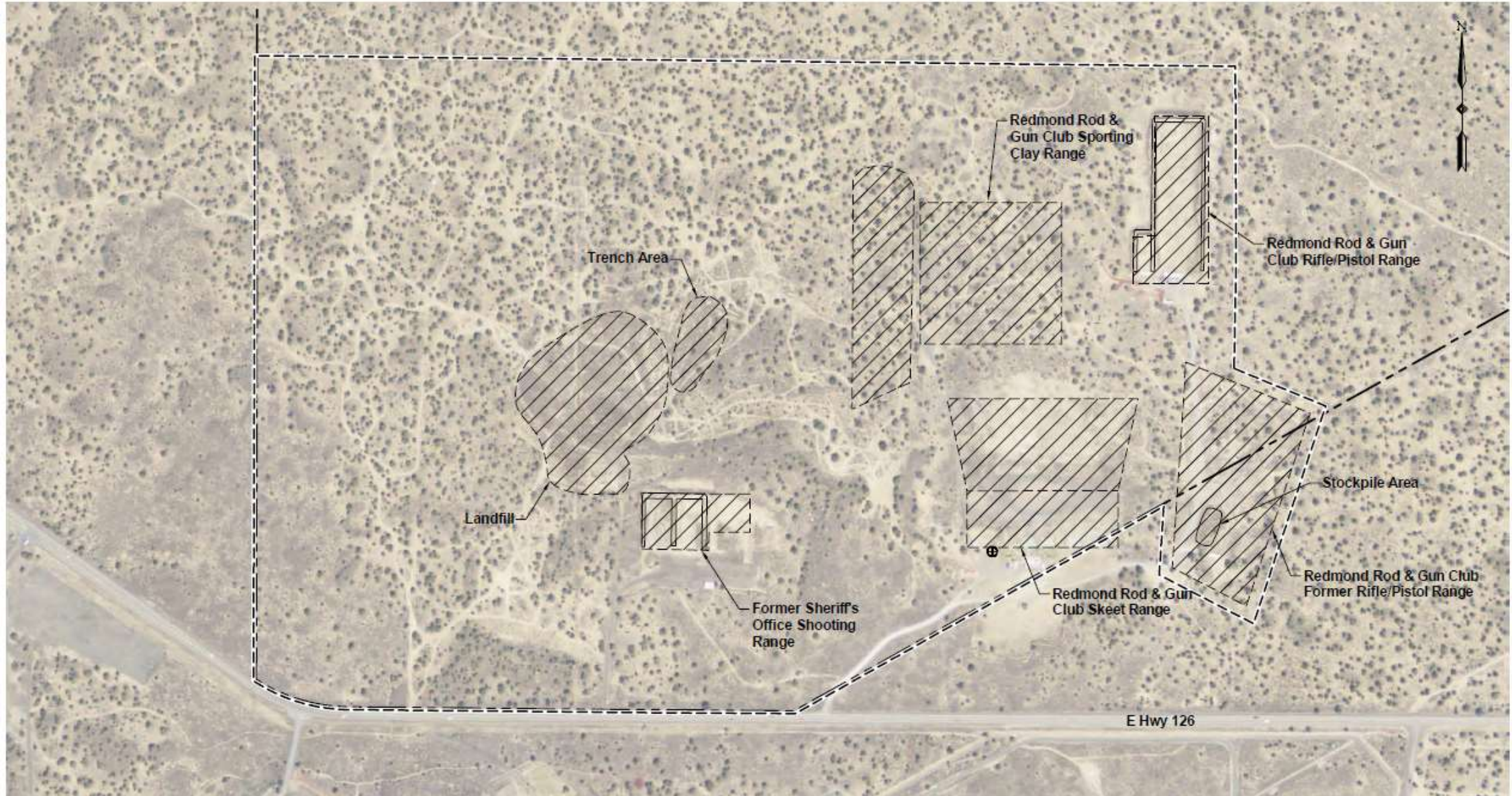
Former Redmond Rod and Gun Club Property

Grant Funded Pre-Design Investigation



Site encompasses 250 acres, and includes:

- Former Redmond Rod and Gun Club – operated from 1956 to 2018ish.
- Former Sheriff's Range – operated between late 1970s to 2018ish.
- Disposal Area - post WW2 disposal



DEQ cleanup process began in 2009

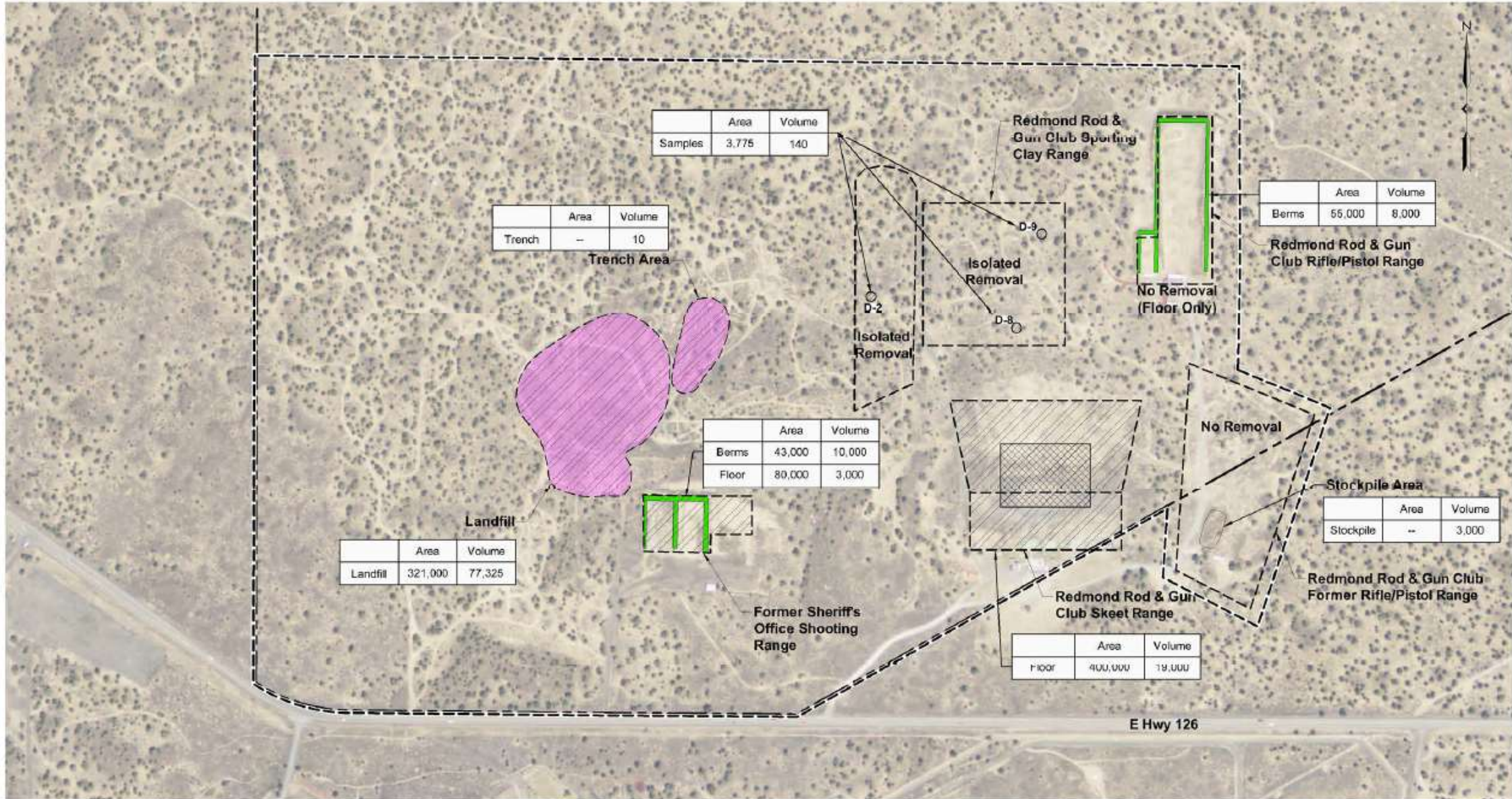
- Site Investigation
- Feasibility Study
- Record of Decision (ROD) – received in 2020

The ROD documents DEQ's approval and associated conditions:

- Cleanup action - excavation and on-site containment
- Easement and Servitudes
 - Allowed land use - agricultural and residential uses prohibited
 - Future groundwater use requires evaluation (specified in ROD)
 - Contaminated Media Management Plan – future management plan

CORE3 Master planning continues

- Gun Club sufficiently characterized for cleanup
- Disposal area: remaining unknowns
 - Waste extent
 - Waste content
 - Presence of asbestos in materials and/or airborne dust (during excavation).



Pre-Design Investigation:

- Geophysical survey
 - Characterize contents of disposal area
 - Map extents of waste, confirm removal volumes
- Pre-design investigation (PDI)
 - Characterize contents of waste
 - Assess whether asbestos present in materials
 - Assess whether airborne asbestos likely during excavation
- Cultural resources review/survey
- Endangered Species Act (ESA) review
- PDI Report



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 26, 2024

SUBJECT: Consideration of Chair Signature of Document No. 2024-029, a Notice of Intent to Award Contract for Engineering Services for the S Century Dr: Sunriver Corridor Intersections Improvement Project

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2024-029.

BACKGROUND AND POLICY IMPLICATIONS:

South Century Drive is an arterial road located in south Deschutes County connecting US97 to the Sunriver and Three Rivers communities and various destinations in the Deschutes National Forest. Spring River Road is a collector road connecting South Century Drive to River Summit Drive and Mt. Bachelor. Huntington Road is a collector road connecting South Century Drive to the City of La Pine. Venture Lane is a local road that provides access to the Sunriver Business Park.

The intersection of South Century Drive and Huntington Road is identified in Deschutes County Transportation Safety Action Plan (TSAP, 2019) as a Top Site for Safety Improvement based on the number of crashes that occurred during the 2012-2016 study period. Additionally, construction of a roundabout at the intersection is identified as a High Priority Project in the 2020-2040 Deschutes County Transportation System Plan (TSP). Construction of a roundabout at the intersection of South Century Drive and Spring River Road is also identified as a High Priority Project in the 2020-2040 Deschutes County TSP.

The 2020-2040 Deschutes County TSP identifies improvement of the intersection of South Century Drive and Venture Lane as a Medium Priority Project. The intersection is identified as one of two intersections on the County's road system that are anticipated to have a Level of Service "F" within the TSP horizon period.

The Department has obligated a combined total of \$10,291,000.00 in Road funds for improvement of all three intersections combined as the South Century Drive: Sunriver

Corridor Intersections Improvement project in the Department's 2025-2029 Road Capital Improvement Plan (CIP). The Department anticipates that preliminary engineering for the three intersections will be initiated and completed through conceptual design simultaneously. Once conceptual design work is completed, the Department anticipates that the South Century Drive/Huntington Road Roundabout project will be immediately advanced to construction as a standalone construction contract, while the South Century Drive/Spring River Road Roundabout and South Century Drive/Venture Lane Intersection Improvement will undergo a comprehensive public involvement and refinement process before being advanced to construction, most likely as a bundled construction contract. The Department anticipates significant community involvement in the refinement of the South Century Drive/Spring River Road Roundabout and South Century Drive/Venture Lane Intersection Improvement projects, with key community partners including the Sunriver Owners Association, Sunriver Business Park members, and Sunriver Resorts.

The Department issued a request for proposals (RFP) for engineering and related services for the project on January 3, 2024. Two (2) proposals were received in response to the RFP on or prior to the RFP closing date of February 9, 2024 from the following firms:

- Harper Hour Peterson Righellis
- Parametrix

The Department conducted interviews with two proposers on March 15, 2024. The Department evaluated the proposers, based on the submitted proposals and interviews, using a qualifications-based selection process pursuant to ORS 279C.110. Based on this process, Parametrix ("Consultant") was selected as the top-ranking proposer on March 18, 2024. Department staff conducted negotiations with the Consultant between March 22, 2024 and May 30, 2024.

The preliminary engineering work will include:

- Conducting topographic and boundary retracement survey work.
- Implementing public outreach and engagement, including in-person and online open house events
- Performing geotechnical investigation work and pavement design.
- Facilitating acquisition of temporary easements, permanent easements, and right of way dedications as required for the project.
- Producing project plans, including 30%, 90% and 100% plan sets and refined construction cost estimates with each submittal.

The Notice of Intent to Award Contract will assert the County's intent to award contract to the Consultant and will begin a one-week protest period for interested parties to submit written protest of contract award. If no protests are received during that period, the contract will be awarded administratively. The contract not-to-exceed amount will be \$1,531,477.00.

BUDGET IMPACTS:

A portion of the project engineering cost is budgeted in the Road Capital Improvement Plan (CIP) budget for Fiscal Year 2025. The remaining project cost will be included in the

proposed Road CIP budget for Fiscal Years 2026 and 2027.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director



BOARD OF COUNTY COMMISSIONERS

June 26, 2024

Posted on the Deschutes County, Oregon Bids and RFPs website at <http://www.deschutescounty.gov/rfps> prior to 5:00 PM on the date of this Notice.

Subject: **Notice of Intent to Award Contract**
Contract for Engineering Services for S Century Drive: Sunriver Corridor Intersections Improvement

To Whom It May Concern:

On June 26,2024, the Board of County Commissioners of Deschutes County, Oregon considered proposals for the above-referenced project. The Board of County Commissioners determined that the contract for the above-referenced project shall be awarded to PARAMETRIX INC. and that the maximum compensation under the contract shall be One Million Five Hundred Thirty One Thousand Four Hundred Seventy Seven dollars (\$1,531,477.00).

Any entity which believes that they are adversely affected or aggrieved by the intended award of contract set forth in this Notice of Intent to Award Contract may submit a written protest within seven (7) calendar days after the issuance of this Notice to the Board of County Commissioners of Deschutes County, Oregon, at Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703. **The seven (7) calendar day protest period will end at 5:00 PM on Wednesday, July 3, 2024.**

Any protest must be in writing and specify any grounds upon which the protest is based. Please refer to Oregon Administrative Rules (OAR) 137-047-0740. If a protest is filed within the protest period, a hearing will be held at a regularly-scheduled business meeting of the Board of County Commissioners of Deschutes County Oregon, acting as the Contract Review Board, in the Deschutes Services Building, 1300 NW Wall Street, Bend, Oregon 97703 within two (2) weeks of the end of the protest period.

If no protest is filed within the protest period, this Notice of Intent to Award Contract becomes an Award of Contract without further action by the County unless the Board of County Commissioners, for good cause, rescinds this Notice before the expiration of the protest period.

If you have any questions regarding this Notice of Intent to Award Contract or the procedures under which the County is proceeding, please contact Deschutes County Legal Counsel: telephone (541) 388-6625; fax (541) 383-0496; or e-mail to david.doyle@deschutes.org.

Be advised that if no protest is received within the stated time period, the County is authorized to process the contract administratively.

Sincerely,

Patti Adair, Chair



BOARD OF COMMISSIONERS

AGENDA REQUEST & STAFF REPORT

MEETING DATE: June 24, 2024

SUBJECT: Consideration of Document No. 2024-436, Amendment No. 1 to Contract for Engineering Services for the NW Lower Bridge Way/NW 43rd Street Intersection Improvement Project

RECOMMENDED MOTION:

Move approval of Board Chair signature of Document No. 2024-436.

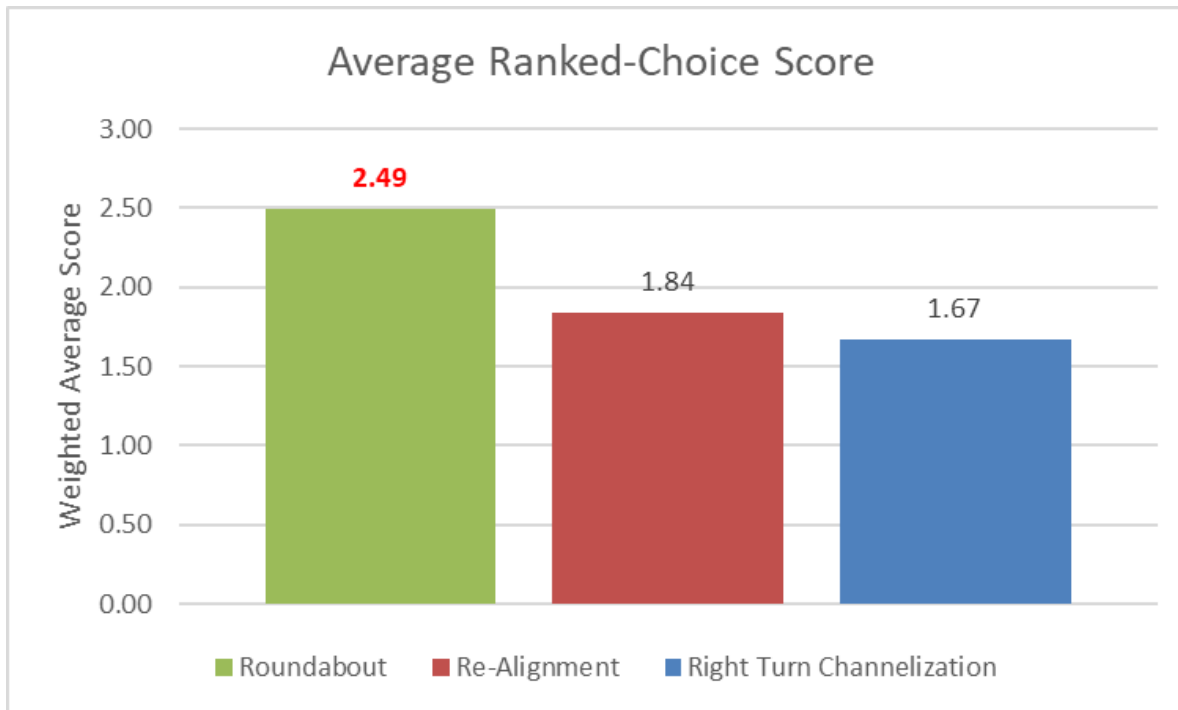
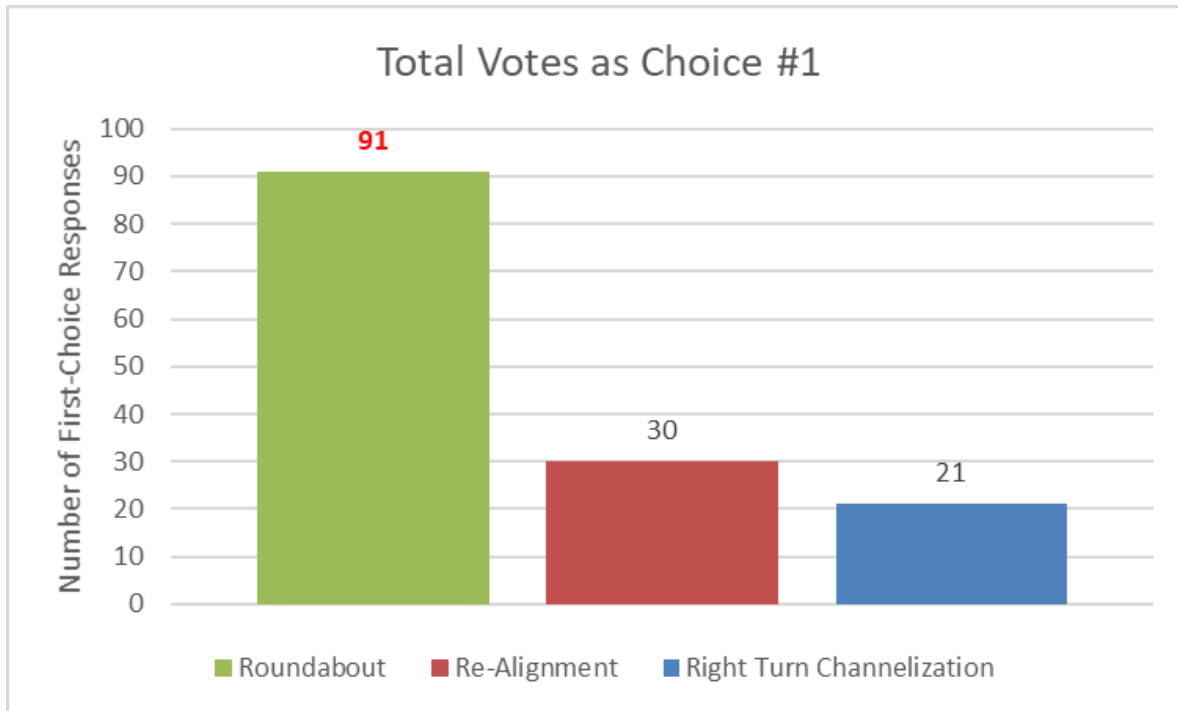
BACKGROUND AND POLICY IMPLICATIONS:

The Contract for Engineering Services for the NW Lower Bridge Way/NW 43rd Street Intersection Improvement Project (Document No. 2023-068) was awarded to Harper Houf Petersen Righellis, Inc. on May 25, 2023. The original Contract covered Phase 1 of the preliminary engineering work, which included:

- Conducting preliminary topographic and boundary retracement survey work.
- Developing alternative improvement concepts for the intersection, including:
 - Separated right-turn channelization for westbound Lower Bridge Way
 - Realignment of Lower Bridge Way and left turn lane for westbound Lower Bridge Way
 - Roundabout
- Preparing an analysis report that included:
 - Current and 20-year horizon period safety and capacity performance for alternative concepts.
 - Crash data analysis to identify safety deficiencies at the intersection.
 - Considerations for planned growth and planned future improvements within the project area.
 - Findings and recommendations for a preferred concept.
- Providing planning level cost estimates for each improvement concept.

Upon completion of the Phase 1 work, the Road Department hosted a virtual open house

between March 8, 2024 and April 19, 2024. The virtual open house allowed public participants to view the three different improvement concepts, read about “pros and cons” for each concept, rank each concept, and provide comments. The Department received 142 individual comments with rankings from public participants. Participant ranked-choice results are as follows:



A general summary of public comments is as follows:

- Roundabout would provide best long-term safety & traffic operations benefit
- Roundabout needs to be sized to accommodate large trucks, motor homes, and

emergency vehicles

- Prioritization for Crooked River Ranch traffic.
- Prioritize improvements to the US97/Lower Bridge Way intersection before considering the Lower Bridge Way/NW 43rd Street intersection (Note: Improvement of the US97/Lower Bridge Way intersection is a part of the well-publicized US97: Lower Bridge Way (Terrebonne) project that will begin construction this summer.)

The Department has determined that the roundabout concept is the preferred alternative because:

- Provides best combination of motor vehicle and bicycle safety
- Intersection operations - LOS A (free flowing, little disruption) for all directions of movement
- Smaller ROW footprint (vs. realignment/turn lane)
- Highest Ranked-Choice Score by public participants in virtual open house.
- Negligible cost difference vs. realignment/turn lane

Amendment No. 1 to the Contract for Engineering Services for the NW Lower Bridge Way/NW 43rd Street Intersection Improvement Project will provide for Phase 2 of the preliminary engineering work, which will include:

- Refinement of the roundabout concept
- Right of way and topographic surveying
- Biological and cultural resource studies and technical memorandums to serve as NEPA documentation for federal land (BLM) right of way acquisition.
- Utility coordination
- Preparing construction plans, specifications, and cost estimates

The additional maximum compensation under Amendment No. 1 is \$457,430.30. The total maximum compensation under the Contract, including Amendment No. 1, is \$627,240.30.

BUDGET IMPACTS:

A portion of the remaining project engineering cost is budgeted in the Road Capital Improvement Plan (CIP) budget for Fiscal Year 2024. The remaining project cost will be included in the proposed Road CIP budgets for Fiscal Years 2025 and 2026.

ATTENDANCE:

Cody Smith, County Engineer/Assistant Road Department Director

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DOCUMENT NO. 2024-436
AMENDING DESCHUTES COUNTY CONTRACT NO. 2023-068 (AMENDMENT NO. 1)
ENGINEERING SERVICES FOR NW LOWER BRIDGE WAY/NW 43RD ST INTERSECTION IMPROVEMENT**

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2023-068 dated May 25, 2023, by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon (“County”) and HARPER HOUF PETERSON RIGHELLIS INC. (“Contractor”), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract remain the same and in full force.

County’s performance hereunder is conditioned upon Contractor’s compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

The above listed contract is amended as follows:

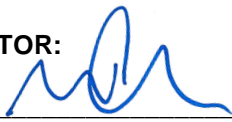
Contractor shall perform the following work:

In addition to the services identified in the Original Contract, Contractor shall perform engineering and related services for the NW Lower Bridge Way/NW 43rd Street Intersection Improvement project as described in the Statement of Work attached hereto as Exhibit “A”

Consideration and Maximum Compensation

In addition to the consideration identified in the Original Contract, County shall pay the Contractor on a fee-for-service basis at the rates given in the Breakdown of Costs attached hereto as Exhibit “B”. The additional maximum compensation under this Amendment No. 1 is \$457,430.30. The total maximum compensation under the Contract, including this Amendment No. 1, is \$627,240.30.

(SIGNATURE PAGE TO FOLLOW)

CONTRACTOR:


Authorized Signature

Nicolas Speros

Name (Please Print)

Dated this 16th of May, 2024.

Associate Principal

Title

COUNTY:

Dated this _____ of _____, 20__

BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, CHAIR

ANTHONY DeBONE, VICE CHAIR

ATTEST:

Recording Secretary

PHIL CHANG, COMMISSIONER

NW Lower Bridge Way / NW 43rd Street: Intersection Improvement Deschutes County, Oregon

Statement of Work and Summary of Estimate for Engineering Consultant Services

Phase II Amendment

May 16, 2024

Project Description

The Phase I scope of work focused primarily on the alternatives analysis and determined that the preferred intersection improvement concept would be a single lane roundabout.

The Phase II scope of work will advance the roundabout concept through location selection, final design, and construction.

Summary of Tasks

- Phase II – Engineering design services, Right-of-Way acquisition support, Surveying services, and Construction Support services

Consultant shall provide the following engineering and related services for this Project:

Phase II

- Project Management
- Graphical Support for County Meetings and Outreach
- Concept Development / Siting of Roundabout
- Survey and Base Mapping
- BLM ROW Acquisition Support
- Utility Coordination (PGE, PP&L and BPA).
- Illumination Design
- Preliminary and Final Engineering
- Prepare Project Plans and Special Provisions to Agency Specifications
- Prepare Construction Cost Estimates and Schedules
- Bid Support
- Post Construction Survey and Monumentation
- Construction Support

County will:

- Review Consultant's progress reports and process invoices
- Participate in Project meetings and open house/public outreach
- Review and sign Project permits to permitting agencies and tribes
- Provide existing relevant Project data
- Perform internal County communication and Project coordination
- Provide access to County ROW

- Review and provide comments on concept plans and PS&E submittals
- Prepare Project bidding documents
- Advertise the Project for bids
- Distribute bid documents to bidders and maintain plan holders list
- Evaluate bids and award construction contract

STANDARDS AND GENERAL REQUIREMENTS

The following standards and general requirements shall apply to this Contract:

1. Software Requirements

Consultant shall perform services using AutoCAD design software, and provide deliverables in a form suitable to these programs. Special provisions must be submitted in Microsoft Office compatible format.

2. Design Criteria and Project Assumptions/Conditions

County will designate the basic premises and criteria for the design of County roads using County and AASHTO standards. The design must utilize the most recent State and County design standards and standard drawings in effect at the initiation of this Contract. All specifications for the Project must be in compliance with the current version of the Oregon Standard Specifications for Construction and modified by the special provisions, as necessary.

Consultant shall make such minor changes, modifications, or revisions in the details of the work as may be approved by Agency consistent with the progression of the development of the work as defined in the detailed Project schedule submitted by Consultant. When alternatives are considered, County will have the right of selections.

County reserves the right to initiate conferences within this scope of services with Consultant to review the work in progress.

Consultant shall perform all work in compliance with the design standards, guidelines, requirements, and methodologies as set forth above and the editions of the design documents listed in this section that are current at the initiation of this Contract. The list is not intended to be exhaustive.

General and Administrative

- Oregon Standard Specifications for Highway Construction, ODOT current version
- Deschutes County Code, Title 17, Chapter 48
- Oregon Standard Drawings

Environmental

- Environmental Guide Book, U.S. Department of Transportation, Federal Highway Administration, current version
- Wetland Delineation Manual, COE/EPA current version

Stormwater

- Central Oregon Stormwater Manual

Roadway

- AASHTO A Policy on Geometric Design of Streets and Highways, current version
- ODOT Pavement Design Guide, current version
- AASHTO Roadside Design Guide

Traffic

- MUTCD Manual on Traffic Control Devices
- Traffic Line Manual

Task 1 – Project Management

1.1 Project Management and Administration

The Consultant shall provide monthly project updates, invoices, and coordination with County staff to ensure that the Consultant is meeting the project objectives and requirements of the County. The Consultant shall provide coordination and project team management by communicating with sub-consultants and staff, maintaining files, preparing correspondence, preparing deliverables, and providing guidance to the team. This task includes review of sub-consultant deliverables. The Consultant shall prepare and update a schedule of tasks and Contract deliverables. The Consultant shall prepare summary of work updates that include documented resolved items, and team and County action item lists. For the purpose of this scope, the duration of this phase of work is anticipated to be twenty (20) months.

1.2 Project Meetings

The Consultant shall attend project meetings as outlined below. Meetings will be scheduled and facilitated by the Consultant unless requested otherwise by the County. Meetings are assumed to be two hours in duration. Project team meetings will be held at the County offices, or virtually, and include travel to and from the meetings.

- Project Kickoff Meeting
- Project Team Meetings (Up to 8 meetings)

Task 1 Deliverables:

- Task and Deliverables Schedule – Within 30 days of notice to proceed.
- Up to twenty (20) schedule updates to County as part of each project invoice.
- Up to twenty (20) summary of work updates as part of each project invoice.
- Up to twenty (20) monthly progress reports and invoices.
- Meeting minutes for all meetings

Task 2 - Public Involvement Support

The Consultant shall assist the County in the engagement of the public regarding the proposed improvements. The process is anticipated to include the following elements.

2.1 Graphics

The Consultant shall prepare up to two (2) project graphics, such as mailers, to assist the County with public outreach efforts. Graphics will be delivered in PDF format.

Task 2 Deliverables:

- Graphics in PDF format

Task 3 – Concept Alternatives / Siting of Roundabout

The Consultant shall provide concept alternatives of the roundabout improvements and supporting memo to determine the preferred location of the roundabout. This task shall include the following elements.

3.1 Concept Development

Concept Development and Summary Memo

The Consultant shall develop up to three (3) layout alternatives for a roundabout improvement of the existing intersection.. Elements to consider may include traffic operations, BLM impacts, utility impacts, stormwater, staging, schedule, and construction cost.

Consultant shall summarize the results of the analysis with a recommendation and concept graphics in a brief memo.

Consultant shall develop truck turning movement diagrams for the preferred layout alternative and exhibits to identify turn movement requirements. The primary design vehicle is assumed to be a WB-50 with accommodation for a WB-67 and double trailer vehicles, such as a WB-109D. The County will confirm or clarify this assumption and provide any other accommodations vehicles to be considered.

Task 3 Assumptions:

- Earthwork quantities and associated cost will be evaluated based on the limited topographic survey collected in Phase I and utilize assumptions and available data for the NW and SW quadrants, such as relative elevation differences according to Google Earth.

Task 3 Deliverables:

- Concept graphics in PDF format
- Summary memo and recommendation in PDF format
- Truck turning templates in PDF format

Task 4 - Survey and Base Mapping

4.1 Topographic Survey and Base Map

Consultant shall complete a full topographic survey of the project area utilizing conventional survey methods.

The limits of the topographic survey shall generally include the existing right of way approximately 700 feet in all directions from the intersection as well as additional areas outside of the existing roadway as needed to facilitate the roundabout design location.

The topographic survey data will include terrain and all man-made physical features within the specified limits and must have three-dimensional coordinates associated with each feature. Features to be shown include trees that are 6 inches or more in diameter (DBH), known utilities as disclosed by a standard utility locate request or utility-provided as-built, walls, fences, utility poles, culverts, driveways, pavement, traffic and other permanent signs, geotechnical investigation sites, and structures (as accessible to surveyors).

Consultant shall request utility locate markings and record maps from all affected utility companies using standard public utility locate request. Consultant shall combine utility locate markings and record map information with field ties to visible structures in order to map utilities, including utility access holes, drain inlets, utility valves, culverts, utility poles, and underground utility lines

(alignment, size, invert elevations, and depths based on visible structures, pipe inverts and as-built record drawings). Other underground features such as fuel tanks, wells, septic tanks, and drain fields, if applicable, shall be shown by extrapolating from surface features and information from the public jurisdictions involved. No private utility locates are assumed to be necessary.

Consultant shall incorporate the field topographic data into the project base map and prepare an AutoCAD Civil 3D digital terrain model ("DTM"). Basemap must have all features drafted in close conformance to ODOT standards in AutoCAD format. Consultant shall create a DTM that meets County's criteria for surface triangulation. Consultant shall collect confidence points in the field and generate a confidence point report. Consultant shall generate one (1) foot minor contours and five (5) foot major contours throughout the DTM. DTM points must not exceed a fifty (50) foot spacing to show the terrain.

Consultant shall coordinate with the County for work within roadways that will require flagging and a traffic control plan. Flagging shall be provided by the Consultant and it is assumed up to two (2) days of flagging may be required.

Task 4.2 Legal Descriptions and Exhibits

Consultant shall prepare legal descriptions and ROW sketch maps, as needed, for the alignment of Lower Bridge Way and 43rd Street and any BLM ROW or easement acquisitions. Consultant shall prepare ROW sketch map(s) to support each legal description. It is assumed that up to three (3) legal descriptions and ROW/easement sketch maps will be prepared.

Final ROW Description and Sketch Maps are due within two (2) weeks of Agency comment resolution.

Task 4.3 Right-of Way Staking

Consultant shall field stake the approximate proposed ROW or easement line in coordination with Task 3.2

Task 4.4 Right-of Way Monumentation and Survey

Consultant shall monument all new ROW pursuant to ORS 209 and ORS 368. A draft right-of-way map showing existing right-of-way and new right right-of-way shall be submitted for review to the County Surveyor's Office. After review, a final version incorporating County Surveyor's comments shall be filed with the County Surveyor's office. Once filed the Consultant shall provide the County with a digital file (Civil3D ver. 2024) of the right-of-way map, in COCS datum.

Task 4 Assumptions:

- The topographic survey will be completed after the location of the roundabout is selected.

Task 4 Deliverables:

- Existing ROW base map.
- ASCII file containing the following information: Point number, Northing, Easting, Elevation, description/feature code.
- An AutoCAD Civil 3D drawing in ".dwg" format, containing all topographic data with an attached DTM.

- An “.xml” file containing all points, DTM and alignments.
- File Control, Recovery and Retracement Record of Survey with resolved centerline and ROW lines for the roadway and side streets.
- An AutoCAD Civil 3D drawing in “.dwg” format, containing all new and existing ROW data.
- Legal Descriptions and ROW Sketch Maps
- Post-Construction Record of Survey and Monumentation

Task 5 – BLM ROW Acquisition Support

The Consultant shall provide NEPA Environmental Assessment (EA) support to assist the County with acquiring new ROW from BLM to accommodate the proposed intersection improvements. This task shall include the following elements.

5.1 Biological Resources EA Support

- A. Coordination, Accumulation, and Review of Information - Consultant shall obtain and review existing project background information including intersection improvement alternatives. Consultant shall coordinate with County and BLM to obtain basic background data on the project and EA such as: purpose and need, existing survey and design information, extent of the NEPA study area, and applicable BLM NEPA regulations.

Consultant shall consult with agencies and other groups including, but not limited to BLM, U.S. Fish and Wildlife Service, the Oregon Department of Fish and Wildlife, and Oregon Biodiversity Information Center to obtain the most current information on the presence of all Interagency Special Status and Sensitive Species within the vicinity of the project.

- B. Site Reconnaissance – Consultant shall conduct a field reconnaissance of the NEPA study area to assess general conditions for wetland/waters, wildlife, fisheries, and botanical resources based on initial findings from Task 5.1.A. Consultant shall review the study area to make general inferences of likely project effects on biological resources. While on site, Consultant shall photograph the study area for inclusion in the Biological Resources Technical Memorandum described in Task 5.1.C
- C. Biological Resources Technical Memorandum - The County’s acquisition of right-of-way (ROW) from BLM to complete the proposed intersection improvements constitutes a NEPA federal nexus for the project. The existence of this federal permit nexus requires compliance with BLM’s NEPA analysis and documentation rules.

ROW acquisition and land use changes within the acquired area could result in direct or indirect or effects on biological resources if they occur in the project area. Consultant shall review project information, County development and environmental regulations and proposed intersection improvement design alternatives to assess the project’s environmental consequences on biological resource in the study area to confirm the project will result in a NEPA Finding of No Significant Impact on biological resources.

Consultant shall prepare a Biological Resources Technical Memorandum (Biological Resources Memo) that describes biological resources within and near the study and evaluates environmental consequences from up to three design alternatives, including the preferred

alternative, and the no action alternative on the assessed resources. The Biological Resources Memo will be used to support the EA prepared by the County and BLM's NEPA decision.

Consultant shall provide the draft Biological Resources Memo to the County for review. Consultant shall revise the draft Biological Resources Memo per review comments and prepare a final document for use in the final EA.

5.2 Cultural Resources EA Support

- A. Consultant shall complete a report detailing the results of fieldwork that will fulfill the requirements of the NEPA technical memo/report. It will include a project description, a context section that includes an overview of environmental and cultural backgrounds, a literature review of previous archaeological work, a description of fieldwork results, and project recommendations. If an archaeological resource is identified, an Oregon State Historic Preservation Office (SHPO) site form will be completed and appended to the report. The culvert and PGE transmission line will be documented on Section 106 clearance forms. The report will be submitted to the County along with the necessary SHPO GoDigital submittal materials, and the Consultant will submit the report to SHPO. Consultant shall coordinate as needed with appropriate tribal organizations in advance of the field survey. In addition, Consultant shall also provide notification to tribal organizations that a separate biological survey will be conducted, that is only visual.

Task 5.1 Assumptions:

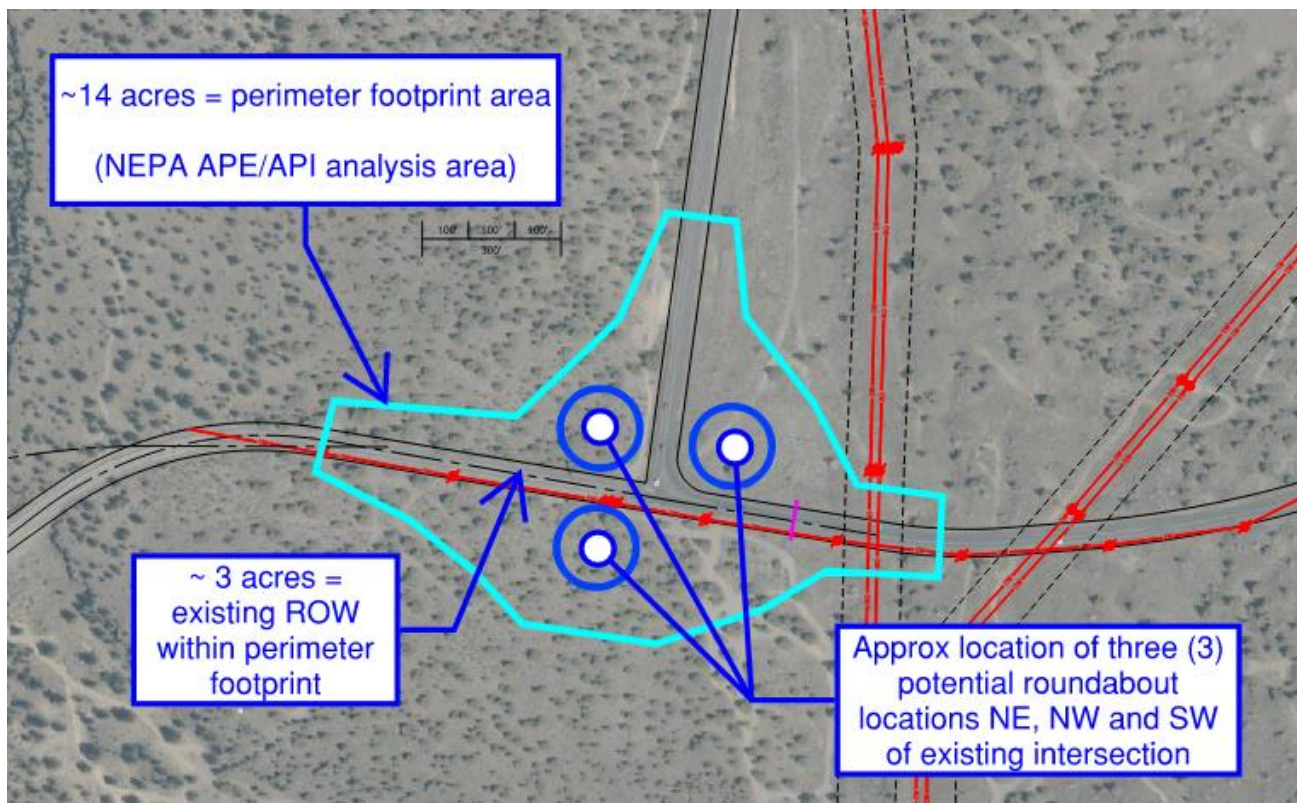
- The County will provide the required project information and background site data.
- No meetings or field surveys are included with task 5.1.A.
- Biological resources to be reviewed and documented by Consultant include wetland/waters, wildlife, fisheries, and botanical resources.
- No more than three intersection alternatives will be reviewed.
- Access to the study area shall be arranged for and provided by the County and BLM as needed.
- A courtesy notice to tribal organizations in advance of biological survey (visual only) will be provided.
- Although general plant conditions and habitats shall be described, a rare plant survey is not included in this task.
- No off-site areas (areas outside of the NEPA study area) shall be reviewed by Consultant.
- The NEPA study area is approximately 14 acres.
- Biological resources NEPA analysis and documentation completed by Consultant will be similar to the examples EAs provided by the County during project scoping.
- The project will result in a NEPA Finding of No Significant Impact.
- This task includes up to two (2) meetings with County and/or BLM staff to discuss the project and NEPA implications. These meetings are assumed to be virtual and approximately 1 hour in duration.
- Meetings or coordination with other agencies is not included.
- County will be the main point of contact with BLM staff and prepare the SF-299 application.
- The projects plans will be utilized for the SF-299 application and Road POD (Plan of Development) documentation and no additional plans will be required.

Task 5.2 Assumptions:

- Task 5.2.A is based upon the following assumptions and project understanding:
 - The area of potential effect (APE) consists of approximately 14 acres that encompasses the intersection and the layout of the three proposed roundabout locations.
 - An initial review of the project APE reveals that no previous cultural resource surveys have been undertaken at this location. A culvert of indeterminate age underlies NW Lower Bridge Way east of the intersection, and the APE is crossed by a Portland General Electric (PGE) transmission line that was originally constructed in approximately 1967. Consultant will conduct a pedestrian survey of the project APE using 15 meter (m) (49 foot [ft]) transect intervals to check for archaeological resources. After the survey, Consultant will excavate up to 15 shovel tests within identified high probability areas (HPAs) or to delineate any archaeological resources found during pedestrian survey. It is assumed up to one archaeological resource may be identified. The culvert and PGE transmission line will be documented as historic resources. It is assumed that no additional built environment resources are present within the APE.
 - To conduct fieldwork on BLM lands, a federal permit is required. Consultant currently holds a BLM blanket permit and will request a fieldwork task authorization under this blanket permit for the work described here. It is assumed that no collection of artifacts will be required under the permit. As part of the permit obligations Consultant must complete a report detailing the work completed under the permit. Completing this obligation, taken on behalf of the County, cannot be terminated even if your project is terminated.

Task 5.1 and 5.2 Assumption:

- NEPA APE/API analysis area is per graphic below



Task 5 Deliverables:

- Draft Biological Resources Memo, MS Word copy
- Final Biological Resources Memo, PDF copy
- Draft Cultural Resources Memo, MS Word copy
- Final Cultural Resources Memo, PDF copy

Task 6 – Utility Coordination

Consultant shall facilitate the relocation and/or coordination of any utilities that may conflict with the proposed improvements in accordance with the current version of the ODOT - Oregon Utility Relocation Manual. Installing utilities underground that are currently overhead is not within the scope of this Project.

Consultant shall coordinate with Portland General Electric (PGE) regarding any proposed work within PGE's easement.

6.1 Utility Coordination Kickoff meeting

Consultant shall facilitate a utility coordination kickoff meeting with the utility owners having facilities in the project vicinity and the County. The purpose of the meeting will be to identify any critical issues and to make the utility owners aware of the Project and its timelines. Consultant shall prepare a meeting agenda and meeting minutes summarizing the discussions at the Utility Kickoff Meeting.

6.2 Identify and Document Utility Conflicts

Consultant shall prepare a preliminary utilities conflict list based upon the 30% plans submittal. Consultant shall provide first notification, per OAR 734-055-0045, to utility owners.

6.3 Coordinate Relocation Plans and Specifications

Consultant shall coordinate up to 2 meetings with each affected utility owner to assist in relocation of the utility(s) to avoid conflict with the proposed improvements. Following the utility coordination meeting, Consultant shall coordinate any design changes as needed with the County for the purpose of minimizing utility relocations.

Consultant shall prepare a final utilities conflict list based on the 90% plan submittal. Consultant shall coordinate the efforts of the utility owners in developing and executing a plan for relocating utilities to resolve conflicts with the Project design. As part of that effort, Consultant shall complete the following:

- Preparation of Project Notification Letter(s)/Utility Conflict Notices
- Review of Utility Relocation Plans and Preparation of Relocation Time Requirement Letters

For those Utilities with facilities located within the project area, Consultant shall provide a Project Notification (first notice per OAR 734-055-045). Agency will provide the Project Notification letter template. The Project Notification letter must include plan sheets indicating location of existing utilities in relationship to proposed project.

Consultant's coordination schedule must allow each utility a 30-day period to respond with a proposal from date of the notice. Multiple notices or revised notices must be created and delivered to a utility owner when additional facility conflicts become apparent and the utility owner's response time may be shortened to 7 calendar days.

Consultant shall examine all received utility relocation plans for completeness and accuracy. If relocation plans do not resolve utility conflict, Consultant shall provide comments to Utility for correction and re-submittal.

Consultant shall negotiate with each utility a utility construction work schedule that conforms to the project construction schedule. Consultant shall deliver a Time Requirement Letter (second notice) to each utility owner accepting or modifying the required utility facility construction time. Agency will provide the Time Requirement Letter template.

Consultant shall incorporate utility information and relocation schedules into project specifications in order to properly identify relocation work and other requirements in the bid documents.

6.4 PGE Coordination Kickoff Meeting

Consultant shall facilitate a coordination kickoff meeting with PGE and the County. The purpose of the meeting will be to identify any critical issues and to make PGE aware of the Project and its timelines. Consultant shall prepare a meeting agenda and meeting minutes summarizing the discussions at the PGE coordination Kickoff Meeting.

6.5 PGE Coordination and Crossing Application

Consultant shall coordinate the roadway design and project plans with PGE. Depending on the scope of improvements within the PGE easement, this may include processing a Crossing Application.

Task 6 Assumptions:

- Pacific Power and PGE are the only utilities within the project vicinity that will need to be coordinated with for design. Limited coordination with BPA is included, primarily related to construction and schedule.

Task 6 Deliverables:

- Prepare Existing Conditions Utility Strip Map
- Utility kickoff meeting agenda and minutes
- Utility coordination meeting agenda and minutes
- Preliminary Utility Conflict List and Letters with the 30% plan submittal
- Final Utility Conflict List and Letters with the 90% plan submittal
- PGE kickoff meeting agenda and minutes
- PGE Crossing Application, if needed

Task 7 – Preliminary and Final Engineering

The Consultant shall provide preliminary and final engineering of the roadway. This task shall include the following elements.

7.1 30% Roadway, Drainage, Lighting and Landscape Design

Consultant shall prepare a 30% roadway, drainage, lighting, and landscape design based on the preferred concept development alternative, as directed by the County.

Construction Plans

Consultant shall produce 30% construction plans consistent with the plan sheet checklist at the end of this section. The design shall include design information such as horizontal and vertical alignment

including street (edge of pavement) layout for the project corridor. Plans will include profile and preliminary section information to determine the limits of impacts including slopes and retaining walls. Consultant shall produce 30% drainage design for the project and include drainage and stormwater control features impacting ROW requirements of the project in the 30% plans. Plans shall also include details that are significant or important to describe the ROW requirements of the Project footprint. Other design elements to be provided include:

- 30% Signing & Striping Plans, Detour/Traffic Control Plans in conformance with Deschutes County Standards and Specifications and the latest version of the Manual on Uniform Traffic Control Devices.
- Lighting analysis using AGI software. Utilize ANSI/IES RP-8-18 to establish target light levels.
- 30% illumination plans, with light pole locations based on analysis results.

Consultant shall submit 30% plans in PDF format.

Construction Cost Estimate

Consultant shall prepare a preliminary construction cost estimate based on the 30% design. Consultant shall submit the 30% construction cost estimate in PDF or Microsoft Excel format.

30% Design Memo

Consultant shall prepare a 30% design memorandum documenting the design, any key design decisions, and next steps for each phase. Consultant shall submit the 30% design memo in Microsoft Word format.

Quality Control

Consultant shall complete an internal quality control review of all documents prior to submission to the County.

Plan Sheet Check List

Plan Sheets	30%
Title Sheet	X
Typical Sections	X
Details	X*
Pipe Data	
General Construction (Alignment, Plan, Profile, Drainage, Utilities and Notes)	X
Traffic Control	X**
Erosion Control	
Landscaping	
Permanent Signing	X
Permanent Pavement Markings	X
Illumination	X
Standard Drawings	

*Details that are significant or important to describe the ROW requirements of the Project footprint only.

**Temporary widening or detours requiring additional ROW or easements only.

7.2 Preliminary Stormwater Management Report

The Consultant shall prepare a preliminary stormwater management report documenting the stormwater management concepts for the project and compliance with the Central Oregon Stormwater Manual (COSM).

7.3 90% PS&E

30% Review Comments

The Consultant shall review and provide written response to all County comments from the 30% documents.

Construction Plans

Consultant shall produce 90% complete design plans addressing County review comments from 30% design and consistent with the plan sheet checklist at the end of this section. Construction plan sheet order, naming and numbering shall be in accordance with the most recent version of Chapter 2 of the ODOT Contract Plans Manual. Design shall include detailed grading of ramps and curb returns, construction notes and quantities, construction details and survey control and monument information. Plans shall show limits of the Project, catch points, construction limits, ROW requirements and easements. Consultant shall develop traffic control signing and staging plans, striping and signing design and erosion control design. Consultant shall submit 90% plans in PDF format.

Construction Specifications

Consultant shall prepare draft special provisions based on the most recent version of the Oregon Standard Specifications for Construction. Consultant shall modify the standard specifications by using the most recent version of the Boilerplate Special Provisions available on the ODOT website to produce draft Special Provisions to the Standard Specifications. Consultant shall use "track-changes" while modifying boilerplate special provisions and shall submit draft special provisions for review to the county in Microsoft Word format.

Construction Cost Estimate

Consultant shall calculate quantities and prepare an engineer's construction cost estimate based on construction bid items for the proposed improvements. Consultant shall submit the 90% construction cost estimate in PDF or Microsoft Excel format.

Quality Control

Consultant shall complete an internal quality control review of all documents prior to submission to the County.

7.4 Final Stormwater Management Report

The Consultant shall prepare a final stormwater management report documenting the stormwater management for the project and demonstrating compliance with the COSM standards. The report will build upon the concepts from the 30% design.

7.5 100% PS&E

90% Review Comments

The Consultant will review and provide written response to all County comments from the 90% documents.

Construction Plans

The Consultant shall produce final construction plans addressing County review comments from 90% design and consistent with the plan sheet checklist at the end of this section. Consultant shall submit 100% plans in PDF format for review and comment by the County. Upon receipt of County review comments or approval, the Consultant shall incorporate any revisions necessary and submit final Bidding Plans, stamped and signed by the Engineer of Record, in PDF format.

Consultant shall provide all necessary 3D engineered models to fully construct the project, in AutoCAD (.dwg) and Civil3D (.xml) format, prior to bid opening for the review by the County. Consultant shall finalize the 3D engineered models based on County review comments and submit the final 3D engineered models for handoff to the Contractor.

Construction Specifications

The Consultant shall prepare final special provisions addressing County review comments from the 90% submittal. Consultant shall use "track-changes" while modifying boilerplate special provisions and shall submit final special provisions in Microsoft Word format.

Construction Cost Estimate

The Consultant shall prepare a final engineers construction cost estimate for the proposed improvements, including a contingency amount of 3.5%. Consultant shall submit the final engineer's construction cost estimate in PDF and Microsoft Excel format.

Bid Reference Documents

The Consultant shall provide cross sections at 25' intervals for the entire limits of the project to be provided as a reference document with the bid advertisement. Consultant shall provide the final approved project plans in Vector PDF format to be provided as a reference document with the bid advertisement.

Quality Control

Consultant shall complete an internal quality control review of all documents prior to submission to the County.

7.6 Bid Support

The Consultant shall respond to questions from bidders and suppliers regarding the plans and special provisions that are fielded by the County. Responses to questions shall be in writing and forwarded to the County for distribution within 24 hours from the time a question is submitted by the bidder.

The Consultant shall manage communications with bidders and suppliers during the bidding process in a manner that assures that no bidder or supplier is provided with information that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations

and questions by bidders and/or suppliers and the answers provided to them. Consultant shall prepare a summary of the communications at the close of the bidding period.

The Consultant shall prepare addenda to the bid documents as required during the bidding process. For budgeting purposes, this scope of work shall include the preparation of two (2) addenda to the bid documents.

7.7 Construction Support 1

The Consultant shall review contractor submittals during the course of construction. Upon construction completion, the Consultant shall prepare as-built plans based upon redlines provided by Contractor.

7.8 Construction Support 2

The Consultant shall review and answer Contractor and County questions and issue any revised plan sheets as may be necessary. The scope of this task is based upon the hours assumed in the Breakdown of Cost Spreadsheet.

Plan Sheet Check List

Plan Sheets	90%	100%
Title Sheet	X	X
Typical Sections	X	X
Details	X	X
Pipe Data	X	X
General Construction (Alignment, Plan, Profile, Drainage, Utilities and Notes)	X	X
Traffic Control	X	X
Erosion Control	X	X
Landscaping	X	X
Permanent Signing	X	X
Permanent Pavement Markings	X	X
Illumination	X	X
Standard Drawings		X

Task 7 Assumptions:

- Lighting design will consist of new aluminum street light poles in the project area and that there is no need to evaluate various alternatives. Lighting plans and specifications shall conform to the NEC, NESC, PP&L, and Deschutes County standards as applicable. Consultant shall coordinate with utility (PP&L) for service connections. Lighting design assumes that the utility will own and maintain wiring and circuitry of the lighting system. Plans

will be limited to showing underground infrastructure only (foundations, conduits, junction boxes, pull line). Other elements such as light poles, luminaires, wiring, and circuitry will be shown on the utility design drawings and will be furnished and installed by the utility.

- Plans will include a light pole schedule with height, mast arm length, wattage, etc.
- Permanent signing and striping limits will extend approximately 600 feet in all directions from the intersection.
- No traffic analysis is included for the temporary traffic control design.
- Geotechnical investigation is not required and pavement sections will be provided by County.

Task 7 Deliverables:

- 30% Plans and Cost Estimate
- Preliminary Stormwater Management Report
- Final Stormwater Management Report
- 90% Plans, Specifications and Cost Estimate
- 100% Plans, Specifications and Cost Estimate
- Construction Schedule
- Bid reference documents
- Written log of conversations, questions and answers, as required during construction bidding.
- Two (2) memos in response to any question submitted by bidders, as required.
- Up to two (2) addenda to the bid documents, as required.
- Record / As-built plans in PDF format based upon redlines provided by Contractor.

EXHIBIT "B": BREAKDOWN OF COST - Phase II
NW Lower Bridge Way / NW 43rd Street
Intersection Improvement
Deschutes County

Harper Houf Peterson Righellis Inc.
 May 3, 2024

TASK DESCRIPTIONS	HHPR Subtotal	DKS Subtotal	MB&G Subtotal	AINW Subtotal	TOTAL PER TASK
Task 1: Project Management					
1.1 Project Management and Administration	\$ 20,090	\$ 9,680	\$ -	\$ -	\$ 29,770.00
1.2 Project Meetings	\$ 9,900	\$ 3,488	\$ -	\$ -	\$ 13,387.50
Task 2: Public Involvement Support					
2.1 Graphics / Mailers	\$ 9,630	-	-	-	\$ 9,630.00
Task 3: Concept Alternatives / Siting of Roundabout					
3.1 Concept Development and Summary Memo	\$ 34,470	-	-	-	\$ 34,470.00
Task 4: Survey and Base Mapping					
4.1 Topographic Survey and Base Map	\$ 19,360	-	-	-	\$ 19,360.00
4.2 Legal Descriptions and ROW Sketch Maps	\$ 6,480	-	-	-	\$ 6,480.00
4.3 Right of Way Staking	\$ 3,100	-	-	-	\$ 3,100.00
4.4 Right of Way Monumentation and Survey	\$ 14,535	-	-	-	\$ 14,535.00
Task 5: BLM ROW Acquisition Support					
5.1 EA - Biological Resources Support	\$ 2,330	-	\$ 20,276	\$ -	\$ 22,606.00
5.2 EA - Archaeological / Historical Resources Support	\$ 2,330	-	-	\$ 32,105	\$ 34,435.00
Task 6: Utility Coordination					
6.1 Utility Coordination Kickoff Meeting	\$ 1,230	-	-	-	\$ 1,230.00
6.2 Identify and Document Utility Conflicts	\$ 2,330	-	-	-	\$ 2,330.00
6.3 Coordinate Relocation Plans and Specifications	\$ 3,740	-	-	-	\$ 3,740.00
6.4 PGE Coordination Kickoff Meeting	\$ 1,690	-	-	-	\$ 1,690.00
6.5 PGE Coordination and Crossing Application	\$ 3,460	-	-	-	\$ 3,460.00
Task 7: Preliminary and Final Engineering					
7.1 30% Roadway and Drainage Design	\$ 57,800	\$ 19,480	\$ -	\$ -	\$ 77,280.00
7.2 Preliminary Stormwater Management Report	\$ 7,830	-	-	-	\$ 7,830.00
7.3 90% PS&E	\$ 53,200	\$ 20,073	\$ -	\$ -	\$ 73,273.40
7.4 Final Stormwater Management Report	\$ 7,110	-	-	-	\$ 7,110.00
7.5 100% PS&E	\$ 27,940	\$ 22,473	-	-	\$ 50,413.40
7.6 Bid Support	\$ 6,780	\$ 2,540	-	-	\$ 9,320.00
7.7 Construction Support 1 (submittal review, as-builts)	\$ 8,560	\$ 1,950	-	-	\$ 10,510.00
7.8 Construction Support 2 (answer questions, provide plan revisions)	\$ 19,520	\$ 1,950	-	-	\$ 21,470.00
Total Cost by Consultant	\$ 323,415.00	\$ 81,634.30	\$ 20,276.00	\$ 32,105.00	\$ 457,430.30

NW Lower Bridge Way / NW 43rd Street Intersection Improvement

Public Outreach Results Summary

Presenter:
Cody Smith, Asst. Director/
County Engineer



Background

- Rural three-leg intersection serving communities north and west of Terrebonne, including Crooked River Ranch
- Moderate to High Average Daily Traffic (ADT)
- History of non-fatal injury crashes
- Part of *Sisters to Smith Rock Scenic Bikeway*
- Identified in 2020-2040 Transportation System Plan (TSP) as High-Priority project (Project CI-7)



Phase 1: Alternatives Analysis

- Ongoing since May 2023
- Identified three conceptual improvement alternatives
 - Concept-level renderings
 - Preliminary cost estimates
- Performed a traffic operations analysis
 - Existing condition
 - Each improvement alternative
- Initiated coordination with Bureau of Land Management (BLM) for Right-of-Way acquisition
- **Public Involvement Process**
 - **Virtual Open House**



Concept 1: Right Turn Channelization



- Extension of existing westbound right turn lane
- Widening of existing westbound shoulder
- Installing buffered bicycle lane
- Est. Cost = \$285,000



Concept 2: Re-Alignment



- Realignment of major roadway approaches
- Implement stop-control for lower-volume (eastbound) approach
- Install left turn lane for westbound traffic
- Est. Cost = \$2,007,000



Concept 3: Roundabout

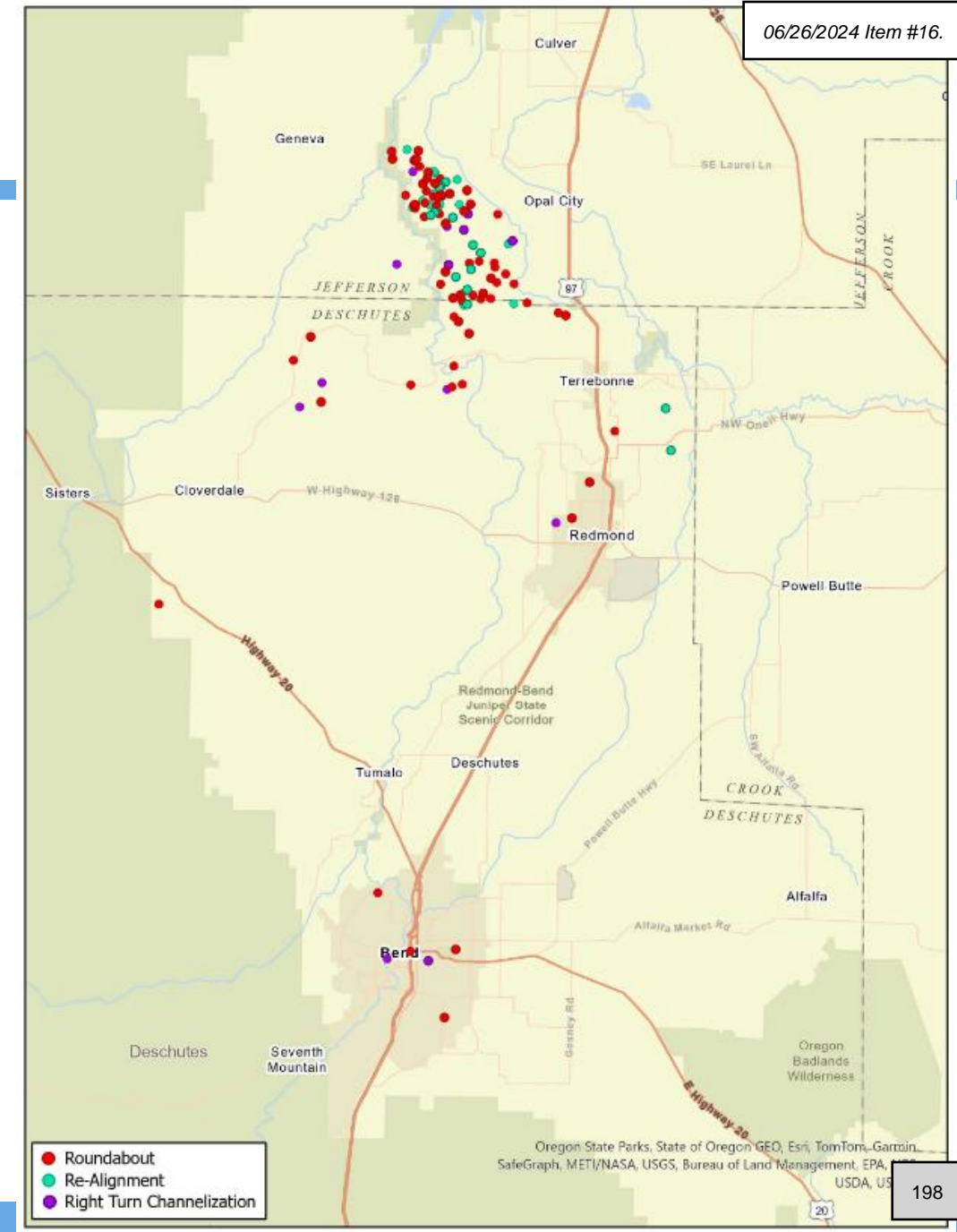


- Construction of single-lane roundabout
- Construction of separated bicycle facilities
- Installation of intersection illumination
- Est. Cost = \$2,112,000



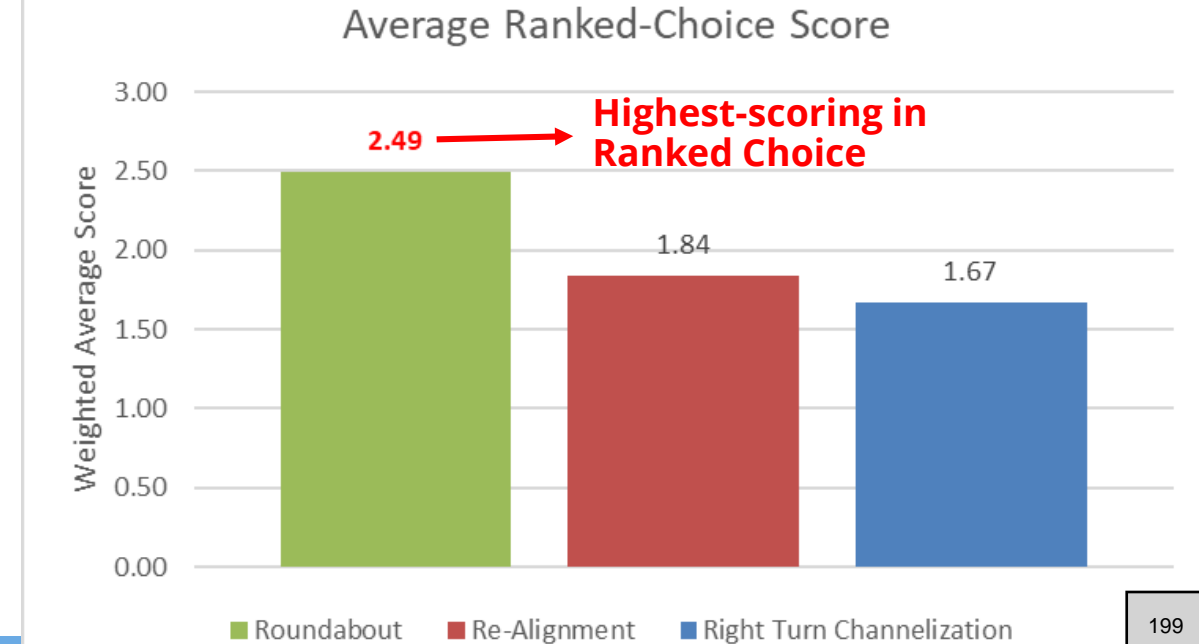
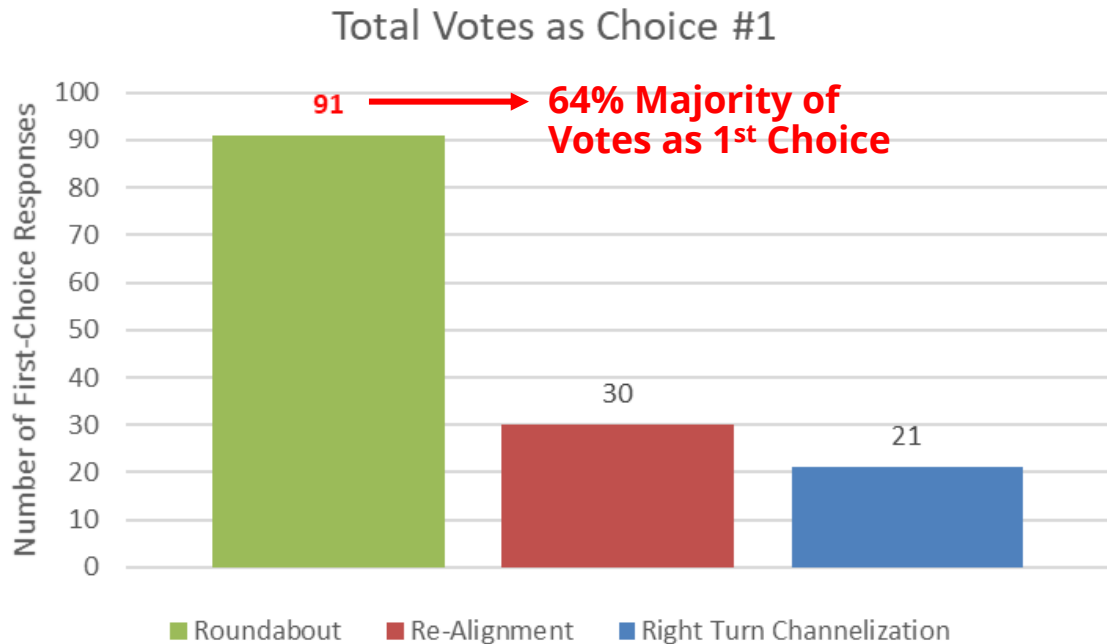
Public Involvement Process Results

- Virtual Open House conducted March 8 through April 19, 2024
- 142 responses received
 - Deschutes County & Crooked River Ranch residents



Public Involvement Process Results

- Ranked-choice voting system
 - Majority Interpretation
 - Scoring Interpretation:
 - 3 = Most Desired
 - 1 = Least Desired



Public Involvement Process Results

- General Summary of Public Comments:
 - Roundabout would provide best long-term safety & traffic operations benefit
 - Roundabout needs to be sized to accommodate large trucks, motor homes, and emergency vehicles
 - Prioritization for Crooked River Ranch traffic
 - Prioritize improvements to the US97/Lower Bridge Way intersection before considering Lower Bridge Way/NW 43rd Street intersection
(Note: Improvement of the US97/Lower Bridge Way intersection is a part of the well-publicized US97: Terrebonne project that will begin construction this summer.)



Staff & Consultant Findings

- Preferred Alternative = **Roundabout**
 - Provides best combination of motor vehicle and bicycle safety
 - Traffic calming
 - Bicycle crossing
 - Intersection operations - LOS A (free flowing, little disruption) for all directions of movement
 - Smaller ROW footprint (vs. realignment/turn lane)
 - Can avoid BPA/PGE rights of way
 - Highest Ranked-Choice Score by public participants in virtual open house.
 - Negligible cost difference vs. realignment/turn lane



Next Steps

- Initiate Phase 2: Design & ROW Acquisition
 - Refine roundabout concepts
 - Select a preferred concept for final design
 - Environmental Assessment (EA) for Right-of-Way acquisition through BLM
 - Anticipate construction start in 2025



Thank you

